



Our Terms and Conditions of Business

In this agreement 'we' 'ours' and 'us' refers to Assorti Ltd whose main office is at Royal Albert House, Sheet Street, Windsor, Berkshire, 'you' means of,

'tasks' means the provision of our services to you in accordance with instructions received from you and accepted in writing by us

'the services' means any services which you have engaged us to obtain on your behalf by a supplier,

'supplier' means a third party who you engage to provide services to you following an introduction or identification of such a third party by us.

Reference to one gender includes a reference to both genders.

Words in the singular include the plural and vice versa.

1. Agreement

1. Subject to the terms and conditions below you engage us to perform the tasks. We shall not be obliged to carry out any task until we agree so in writing.
2. All tasks are carried out subject to and in accordance with these terms and conditions to the exclusion of all other terms and conditions unless expressly agreed in writing between you and us.
3. Each request made by you for us to carry out any task shall be deemed to be an offer to purchase the performance of such task by these terms and conditions.
4. The tasks that you require us to perform shall be confirmed in writing in our acceptance of your request.
5. Tasks shall be performed during our office hours of 8.30am to 6pm Monday to Friday excluding the usual public bank holidays.

2. Your Obligations

1. You are responsible for providing sufficient information to us as we deem necessary to allow the tasks to be performed. In addition where the task involves the provision of services you shall be responsible to ensure sufficient access at all reasonable times requested to the place where the services are to be provided.
2. Where the performance of any task or supply of any services requires the consent of a third party including but not limited to planning authorities or other governmental or competent authorities landlords or any other party whatsoever you shall be responsible for obtaining such consents (subject to any agreement you make with suppliers to the contrary). We shall not be obliged to perform any task if it becomes apparent that any such consent is or may be required but has not been obtained.

3. Performance of service

1. We shall use our reasonable endeavours to perform the task at the date and time agreed between us in writing. If no specific date or time is agreed then we shall use our reasonable endeavours to perform the task in a reasonable time.
2. We shall not in any way be responsible or liable for any direct or indirect or consequential loss of salary costs, charges, demands or expenses incurred by a delay in the provision of the task, nor shall any such delay entitle you to terminate this agreement except where such a delay exceeds 90 days.
3. In the event that your action or inaction prevents the performance of the task for any reason including but not limited to failing to provide sufficient information or reasonable access to premises then the task shall have been deemed performed in full and you shall be responsible and liable for arranging and paying for any repeat performance of the task.
4. Each performance of a task shall be a separate agreement between you and us and no cancellation or termination of any agreement in relation to the performance of any one task shall entitle you to cancel or repudiate any agreement for the performance of any other tasks.
5. Tasks are carried out at your risk.

4. Third Party Suppliers

1. We are a lifestyle management company and you have engaged us to perform certain services on your behalf, which may include the arrangement of services to be carried out for you by a supplier. Where the services may legally be carried out only by a supplier with suitable qualifications, and/or insurance, we shall use reasonable endeavours to ensure that any supplier chosen by us to perform the services shall be so qualified/insured (but without obtaining any copy policy or policy schedule).
2. We undertake to locate, identify and provisionally book such suppliers as purport to provide the service required by you. Any and all bookings of suppliers are undertaken on your behalf and you shall be directly responsible to the supplier for payment of any costs and fees of such suppliers.
3. We are not responsible for the provision of services workmanship or quality of any supplier and we do not make any warranty representation or guarantee regarding the provision of any services by any supplier.
4. Where we engage a supplier on your behalf to perform services we shall use our reasonable endeavours to ensure that the supplier's charges for such services are reasonable having referred to the local market rate for similar services. We do not warrant or represent that any services are provided at the lowest available price. We give no warranty as to any supplier's charges for services, which have been ordered, negotiated or arranged by you direct with the supplier.
5. Any complaint regarding the service of any supplier falling below the required standard or any other failure breach or shortfall in that regard should be made directly to the suppliers concerned. We shall provide you with our reasonable assistance in relation to any such complaint. We would however, request that you notify us of any such complaint, since it will assist us in assessing the adequacy of the supplier as a provider of the relevant services.

5. Price and Payment

1. In respect of the task or tasks (as appropriate) performed at your request you shall pay to us the price as determined by our price list, in operation at the time. All prices quoted in our proposal are exclusive of Value Added Tax, which will be charged at the standard rate and added to our charges as applicable.
2. Payment of the price in respect of any task shall be payable as follows:
 - (1) Where you retain us for the performance of tasks on an ad-hoc or hourly basis you shall pay such price as prevails in respect of the performance of the task at the time of such performance within 28 days of the date of the invoice forwarded to you immediately following the performance of such task.
 - (2) Where you retain us for a minimum period of six months you shall pay the price as prevails in our price list at the commencement of that period in equal instalments payable monthly on an agreed date (usually on or around 1st of the month) by standing order to our account which shall be notified to you for this purpose.
3. Time spent travelling in relation to the performance of the task where you retain us for the performance of the task on an ad-hoc basis will be chargeable at the applicable hourly rate once outside the 15 mile radius from the Assorti office in Windsor. Travel time is not chargeable if the amount of work takes a full working day of seven hours or more.
4. In addition to the price payable in respect of performance of our task we shall be entitled to charge you and you agree to pay our reasonable expenses incurred in the performance of the task including but not limited to travel expenses and any other out of pocket expenses.
5. In the event of any payment not being paid to us when due in accordance with these terms and conditions you shall be liable to pay us in addition interest from the date of due payment to actual payment at the rate of 4% above the base lending rate of HSBC plc accruing on a daily basis whether before or after any Judgement.
6. We reserve the right to vary our fees from time to time on provision of written notice to you.
7. If at your request, we carry out tasks for you outside our normal working hours, our charges will bear an uplift in accordance with our advertised tariff.

6. Gift Vouchers

1. Gift vouchers are valid for a period of twelve months from their date of purchase. We shall not be obliged to honour the same after expiry of the twelve month period save that we shall honour any instructions received and accepted prior to the expiry of the gift vouchers but not performed until after the expiry of the gift vouchers.

7. Security

1. We rely upon third parties to operate and maintain communication systems such as email, telephone and fax lines and post and accordingly we shall not be responsible for the security of any communication between us or in relation to our tasks. Should you have a preferred form of communication please let us know.

8. Liability

1. We shall not be liable to you under this agreement for any loss or damage caused by us or our employees or agents where

- (1) we have not breached any legal duty of care owed to you;
 - (2) any loss or damage incurred could not be reasonable foreseen; or
 - (3) where your action or inaction has contributed to any loss or damage incurred.
2. We exclude all liability arising from or out of this agreement to the fullest extent permitted by law. Your statutory rights are not affected.
 3. No provision of these terms and conditions is intended to exclude or limit liability for death, personal injury or arising from fraud on our behalf.
 4. We shall not be liable for any action or inaction on the part of any supplier or its agents or employees.
 5. Any liability to you on our part shall be limited to the performance of such similar task as may be required by you in the alternative.
 6. In the event that we are required in the performance of a task or part of a task to procure tickets for events or travel or any other document of what ever we shall use our reasonable endeavours to procure such items from a genuine and/or legitimate source. No warranty guarantee or representation is made with regard to the authenticity or legitimacy of such documents. No liability shall be accepted by us in the event that such document is not genuine and /or legitimate.

9. Use of Information

1. By entering into this agreement you expressly consent and authorise us to research into your financial status with any credit reference agency and you understand and agree that the credit reference agency concerned may make a record of that search and may share information concerning you with other businesses. Where you are a corporate body similar enquiries may be made against your directors.
2. We undertake to keep confidential any information obtained about you and we shall not disclose any information to any other person except as required by law or any body of competent authority or for the purpose of performing tasks which may include sharing such information with suppliers.
3. We may monitor visits to our website and retain information received from you from such visits.

10. Assignment

1. We may assign the performance of any task or any part of it to any person, firm or company.
2. You are not entitled to assign any part of this agreement without our prior written consent.

11. Notices

1. Any notice between us regarding this agreement shall be in writing and shall be sent by first class post or hand delivered or sent by fax to the address for you or us at the head of this agreement or if by fax to any fax notified by one of us to the other.
2. Communications shall be deemed to be received:
 - (1) two days following posting in the case of first class mail;
 - (2) on the day of delivery in the case of hand delivered notices and faxes if delivered or transmitted as appropriate prior to 4pm on a Monday to Friday (subject to confirmation of transmission in the case of any fax) or otherwise on the next working day (being Monday – Friday excluding the usual public and bank holidays).

12. Termination and Cancellation

1. In the case of the ad-hoc performance of tasks required by you this agreement will terminate automatically following the performance of such task by us and the payment for such performance of it by you.
2. Where you have retained our services for a minimum period of six months or longer then this agreement shall be terminable at any time after the minimum period of six months on the expiry of three months notice in writing provided by either one of us to the other.
3. For the avoidance of doubt you shall be responsible for the payment of our fees for the full minimum period and the duration of any notice period notwithstanding any notice to terminate has been served. You shall be entitled to receive the performance of tasks in accordance with this agreement during such period.
4. You may cancel this agreement or the performance of any task to be performed under it, provided written notice of your requirement to cancel is received by us within one week of the date of this agreement or your instruction in respect of the task PROVIDED ALWAYS such task has not been performed in full or part.
5. In the event of any such cancellation you shall pay to us an amount equal to any sum expended or incurred on your behalf in relation to the preparation of the performance of such task which shall include but not be limited to sums incurred in making telephone calls, sending letters, costs of obtaining any tickets or services and reasonable administrative charges. In addition you shall be responsible to any supplier in respect of such cancellation.

6. Except in the case of valid cancellation pursuant to these terms and conditions no refund shall be made and there shall be no reduction in the price where you have requested performance of such a task and we accept your instructions and you do not then request performance or make use of the performance of any task.

7. We shall not be obliged to perform any task for you in the following situations:

(1) any bankruptcy order is made against you or if you enter into any arrangement or composition with your creditors or (being a body corporate) convene a meeting of creditors or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation (for the purpose of reconstruction or amalgamation) or has a receiver or administrator or administrative receiver appointed or any resolution or petition is passed or presented for its winding up; or

(2) you suffer or allow any execution to be levied against any of your property or assets

13. Force Majeure

1. If we are unable to perform any task due to circumstances beyond our reasonable control including without limitation acts of god, governmental actions, war, national emergencies, acts of terrorism, protests, civil commotion, fire, explosion, flood, epidemic, lockouts, strikes, labour disputes, restraints or delays affecting carriers in inability or delay in obtaining suppliers of accurate or suitable goods or services then we shall have the right to delay or defer performance of the task or part of it or to cancel the performance of the same. If the event in question continues for a period of in excess of 90 days the either you or us may terminate the requirement to perform the task so affected (but not any other tasks or obligations pursuant to this agreement) by serving notice on the other and such termination shall be without prejudice to rights accruing to either party prior to termination.

14. General

1. If any provision in these terms and conditions is determined by any court or body of competent jurisdiction to be wholly or partly illegal invalid void voidable or unenforceable or unreasonable it shall be to the extent of such illegality invalidity voidness voidability unenforceability or unreasonableness be deemed severed from these terms and conditions and the remainder of such terms and conditions shall continue in full force and effect.

2. Any failure by either of us in enforcing any provisions of this agreement shall not be construed as a waiver of such rights.

3. Any waiver of any right under this agreement must be conferred in writing and shall not be deemed to be a waiver of any subsequent right and such waiver shall in no way affect the other terms and conditions of this agreement.

4. This agreement shall be governed and construed in accordance with English Law and the Courts of England shall have exclusive jurisdiction in relation to any dispute arising under these terms and conditions

5. No party not being a party to this agreement shall acquire any rights under this agreement by virtue of the operation of the contracts (Rights of Third Parties) Act 1999.

Signature

Date