

(“SPM”)

## Terms and Conditions for SORTED's Lifestyle PA Service

### 1. Supply of the Services

- 1.1 SPM shall provide the Services to the Client subject to these Conditions or such other conditions as may be agreed in writing between SPM and the Client.
- 1.2 The Services permit the Client to request from SPM any information or suggestions in relation to any personal needs or desires of the Client (including events, activities, venues, goods and Services). SPM reserves the right to refuse to supply Services if, in the opinion of SPM, the Services are to be used by the Client for any immoral or unlawful purpose. SPM's information and suggestions will be based upon the specific criteria provided to SPM by the Client.
- 1.3 SPM shall inform the Client from time to time of the type and nature of requests with which SPM are accustomed to or capable of dealing but shall not be liable to the Client in the event that a request made of SPM is not capable of fulfilment by them.
- 1.4 SPM shall, within an agreed period of time, use all its reasonable endeavours to provide information and suggestions in response to the Client's requests. If SPM is unable to deal with any requests, it will inform the Client as soon as reasonably possible.
- 1.5 SPM shall, if requested by the Client, use its reasonable endeavours to issue reminders for key events from time to time, issued at an agreed time prior to such event.

### 2. Charges

- 2.1 An initial set-up fee of £200 will be charged to the Client upon agreement of engagement.
- 2.2 Subject to any special terms agreed, the Client shall pay SPM the Charge and any additional sums agreed between SPM and the Client for the provision of the Services.
- 2.3 Monthly payments to be made via standing order.
- 2.4 SPM shall be entitled to vary the Charge from time to time on written notice to the Client.
- 2.5 All repayments for purchases made on the Client's behalf are liable to a 20% handling charge. This handling charge of 20% is added to the total sum owing to SPM by the Client at the end of each calendar month.
- 2.6 All quotations given and charges mentioned will be exclusive of VAT unless otherwise stated.
- 2.7 The Charge and any additional sums due shall be paid by the Client (without any set off, counterclaim or other deduction) in advance or within ten (10) days of SPM's invoice date.
- 2.8 A discretionary late payment penalty of 5% of the total invoiced charge will be payable to SPM should payments not be received by SPM within thirty (30) days after the due date billed.

### 3. Client's Responsibilities

- 3.1 Services provided by SPM are provided expressly for the Client.
- 3.2 The Client shall immediately inform SPM of the identity of any third party with whom the Client enters into a Contract or arrangement for sale of goods or supply of Services which result in the provision of Services by SPM and SPM shall be entitled to decline to provide such Services to such party without providing any reason.
- 3.3 If the Client should request that SPM use the Client's credit card and/or other credit facilities for the purpose of rendering Services, the Client shall, promptly and upon request, provide written confirmation of its authorisation (in such form as SPM shall request) for SPM to use any such credit facility. The Client acknowledges and agrees that SPM shall have no liability or be responsible in any way whatsoever in respect of the use of the Client's credit card and/or other credit card facilities provided that SPM acts in accordance with the instructions issued by the Client in relation thereto.

### 4. Termination

- 4.1 This agreement is valid for a minimum of 6 months.
- 4.2 When the Client has entered into an agreement of duration longer than six calendar months, SPM and the Client shall be entitled to terminate the Contract for the provision of all or any of the Services on one month's written notice to the other.
- 4.3 Without prejudice to any other accrued rights and remedies available, SPM shall have the right to terminate the Contract for the provision of all or any of the Services forthwith upon written notice if:
  - 4.3.1 the Client commits a serious breach of these conditions or, in the case of a breach capable of remedy, fails to remedy such breach within 7 days of written notice from SPM to so remedy; or
  - 4.3.2 the Client goes bankrupt or turns insolvent or makes voluntary arrangement with any of its creditors or has an order made against any of its effects or property.
- 4.4 On termination for any reason whatsoever, the Client shall immediately make payment to SPM of all and any sums outstanding and owing to SPM under these conditions (including the Charge or any outstanding balance) and SPM shall provide information and suggestions in response to all outstanding requests made by the Client prior to termination.
- 4.5 SPM will not disclose to anyone or use for its own or another's benefit, any confidential information about the Client upon termination of the Contract. All records, papers and possessions of the Client will be delivered to the Client as soon as reasonably possible.
- 4.6 On termination of the Contract pursuant to clauses 4.1 and 4.2 above, the Client shall not be entitled to refund of the Charge.

## 5. Liability

- 5.1 SPM shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or the Client's reliance upon the information and suggestions provided by SPM hereunder and the resulting supply of goods and Services to the Client by any third party.
- 5.2 SPM warrants to the Client that SPM shall use all of its reasonable endeavours to provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Client's requests and instructions from time to time. Where SPM supply the Client with any goods or Services supplied by a third party, SPM does not give any warranty, guarantee, representation or other terms as to the quality, fitness for purpose or otherwise of the goods or Services and the Client shall be required to seek compensation for any loss or damage suffered from such third party direct. For the avoidance of doubt SPM does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the Services and the Client is deemed to be responsible for, and shall use its own skill and judgement as to the quality, value and suitability of any such information and suggestions and in relation to deciding whether to enter into any Contract with any third party for the supply of Services or sale of goods.
- 5.3 Notwithstanding the provisions of clause 5.2 above where possible SPM will vet any third parties who provide goods or services. Examples of the procedures we may use to vet third parties include securing references; obtaining examples of previous work; obtaining confirmation that the appropriate insurance policies are in place; and credit checks for larger contracts. If third parties sub-contract, we will use our reasonable endeavours to satisfy ourselves that their own vetting processes are sufficient.
- 5.4 SPM shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or arising from their late arrival or non arrival, or any other fault of the Client.
- 5.5 SPM shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure, any of SPM's obligations in relation to the Services, if the delay or failure was due to any cause beyond SPM's reasonable control.
- 5.6 Subject to the provisions of this clause 5, SPM's maximum liability to the Client for breach of any of its obligations hereunder shall be limited to the value of the Charge (provided that the Charge has at such time been paid by the Client in full).
- 5.7 SPM is covered by £2 million public liability insurance and £1 million professional indemnity insurance.

## 6. Confidential Information Protection

- 6.1 All information received by SPM in relation to the Client shall remain confidential and, except as may be required by law, SPM shall not, without the Client's prior written consent, disclose or divulge to any third party any information of any nature whatsoever in relation to the Client.
- 6.2 The personal data we hold includes your name, business and home address (as relevant), telephone and fax numbers and e-mail address.
- 6.3 We use this data in the course of providing you with the Services. Except in connection with the matters on which you have instructed us or where required to do so by law, we never disclose your personal data to third parties without your permission. We also take all reasonable precautions to prevent the loss, misuse or alteration of your personal data.
- 6.4 Unless you indicate to the contrary your acceptance of these terms confirms that you are happy for us to communicate by fax, e-mail, telephone, text or letter, as we deem appropriate and to use this data for the marketing purposes described.

## 7. Interpretation and General

- 7.1 In these conditions:

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| "Client" | means the person, firm, company or organisation for whom SPM has agreed to provide the Services in accordance with these conditions; |
|          | the Contract for the provision of Services which shall be governed by these conditions;  |
|          | means the Services to be provided by SPM to the Client;  |
|          | means the Charge payable by the Client to SPM;   |

- 7.2 SPM shall be entitled to alter and vary these conditions from time to time on reasonable written notice to the Client.
- 7.3 SPM's normal hours are 9am to 6pm Monday to Friday. Where SPM is required to provide Services outside these hours SPM shall be entitled to Charge for its Services at a higher hourly rate, as shall be notified to the Client in writing from time to time. Outside normal hours, the Client may reach a SPM consultant by telephone, fax, text or email as notified from time to time. SPM will respond to all messages left by the Client as soon as possible. A mobile telephone number will be available 24 hours, 7 days a week for emergencies. Additional costs may be charged for Services performed outside of normal hours.
- 7.4 These conditions (together with any other terms and conditions agreed in writing between SPM and the Client) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except on notice from SPM. All other terms and conditions express or implied by a statute or otherwise are excluded to the fullest extent permitted by law.
- 7.5 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its principal place of business or residential address (as the case may be) or such other address as may at the relevant time have been notified pursuant to the provisions to the party giving notice. Any notice may be sent by first class post, facsimile transmission or email and notice shall be deemed to have been served on the expiry of 48 hours in the case of post or at the time of transmission in the case of facsimile or email transmission.
- 7.6 No failure or delay by SPM in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by SPM of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.7 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in parts, the validity of the other provisions of these conditions will still stand.
- 7.8 These conditions and the Contract to which they relate shall be governed and construed in accordance with English Law and the parties shall submit to the exclusivity jurisdiction of the English Courts.