

# Terms & Conditions

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## Standard Terms and Conditions for the Supply of Services by Two Shakes Ltd

### INTERPRETATION

In this document the following words shall have the following meanings:

- “Company” means Two Shakes Ltd of The Old Stables, Church Street, Market Rasen LN8 3ET;
- “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- “Customer” means any person who purchases Services from the Supplier;
- “Member” means any person or group of persons who pay a monthly fee to the Company
- “Proposal” means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
- “Services” means the services specified in the Proposal;
- “Suppliers” means the self-employed Personal and Executive Assistants commissioned by the Company to provide services to Customers and Members;
- “Terms and Conditions” means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Company.

### 1. General

- 1.1. These Terms and Conditions shall apply to all contracts for the supply of Services by the Company to the Customer or Member and shall prevail over any other documentation or communication from the Customer or Member;
- 1.2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Company;
- 1.3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Company may be entitled in relation to the Services, by virtue of any statute, law or regulation;
- 1.4. Nothing in these Terms and Conditions shall affect the Customer or Member’s statutory rights as a Consumer;
- 1.5. The Company will ensure that Suppliers have all necessary insurances in place to safeguard Members/Customers, for instance the correct motor insurance;
- 1.6. The Company will only commission Suppliers with the necessary skills and experience to deliver the required service to Customers/Members;

- 1.7. If, in the opinion of the Member/Customer, the Supplier is not working to a satisfactory standard, or does not complete the task to the agreed standard, the Company agrees to provide a substitute Supplier to resupply the service at no additional charge;
- 1.8. The Company and its Suppliers will, at all times and in perpetuity, respect all Customers/Members privacy and confidentiality and will sign a Non-Disclosure Agreement to confirm his/her commitment.

## 2. Membership Conditions

- 2.1. Memberships will be subject to a 28 day “cooling off” period in accordance with the Consumer Protection Act 2015. Under the Act, consumers entering into a new contract have a 14 day “cooling off” period during which time they may terminate the contract without penalty. The Company is keen to ensure that members are protected over and above the basic legal requirement, hence the extended period. If a member chooses to cancel the contract within the cooling off period, s/he will receive a full refund, net of any hours’ service provided and a maximum 10% administration fee.
- 2.2. The first month of a membership will run from the date of signing of the contract to the last day of the first complete calendar month, and the number of hours to be supplied by the Company may be adjusted pro-rata for the number of days of the first month. For instance, Emily selects a Gold membership package and signs a contract with the Company on 7<sup>th</sup> February. Her initial contract period will run from 7<sup>th</sup> February to 31<sup>st</sup> March. Emily may choose a lower number of hours for February (15 of a full month’s 20) but reverts to a full 20 hours in March, and her membership fee for the first period will reflect a reduced package.
- 2.3. In accordance with the Consumer Rights Act 2015, memberships will automatically renew with the following conditions:
  - 2.3.1. The Company will make it clear to members how the membership subscription will be renewed;
  - 2.3.2. The Company will issue renewal reminders to all members every six months;
  - 2.3.3. Members will not be required to pay a cancellation fee;
  - 2.3.4. Memberships may be cancelled at the end of the current calendar month.
- 2.4. Members may not exceed the total number of hours per month of concierge time, as detailed within the contract for services, without additional charges. The Company will alert a member before all contracted hours are spent, and invite the member to purchase additional hours as required.
- 2.5. Where members do not use all purchased hours within the applicable month, the surplus hours may be carried over to the next month as follows:
  - 2.5.1. Silver members must use all purchased hours within the applicable month;
  - 2.5.2. Gold members must use all carried over hours within the next applicable month;

- 2.5.3. Platinum members must use all carried over hours within the next three applicable months
- 2.5.4. All hours not used within the timescales listed at 1.6.1, 1.6.2 and 1.6.3 will be forfeit without refund.
- 2.6. If, for any reason, a member is permanently unable to continue his/her membership, a full refund of the current month's membership fee will be made to the member or his/her current month's membership fees, net of any delivered hours and/or outstanding travel expenses.

### **3. The Order**

- 3.1. The services to be provided by the Company are as described on the Company's website and as negotiated with the Member/Customer;
- 3.2. The Customer or Member shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the specification detailed in Clause 3.1.
- 3.3. All Orders for the Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- 3.4. The Member/Customer is liable for any charges incurred for purchases made on his/her behalf as specified by the service order. No purchases will be made on behalf of, or charged to a Member/Customer without written consent in advance.
- 3.5. All Customers/Members must sign and return a Two Shakes order form or complete the request online before a service can commence.
- 3.6. On receipt of the Order from a Member/Customer, s/he will be supplied with details and a personal profile of the Personal/Executive Assistant allocated for the task.

### **4. Price and Payment**

- 4.1. The price for each Service is as specified on the website and is inclusive of VAT but exclusive of travel expenses. Membership prices however are exclusive of VAT.
- 4.2. Customers will pay 50% of the charge for each Service prior to the delivery of the Service, and the final 50% and any expenses on confirmation that the Service has been delivered to the Customer's satisfaction.

### **5. Customer/Member's Obligations**

- 5.1. To enable the Supplier to perform its obligations the Customer or Member shall:
  - 5.1.1. co-operate with the Company;
  - 5.1.2. respect the health and safety advice/requirements contained within the initial property risk assessment, and alert the Company if any new/additional hazards are identified within the Customer/Member's home or premises;
  - 5.1.3. not to require a Personal/Executive Assistant to work in a smoky atmosphere, or one where smoking has recently taken place;

- 5.1.4. provide the Company with any information reasonably required by the Supplier;
- 5.1.5. obtain all necessary permissions, licences and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer or Member; and
- 5.1.6. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## **6. Supplier's Obligations**

- 6.1. Suppliers commissioned by the Company shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 6.2. The Company accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 6.3. The Company provides the following guarantee(s) in relation to the Services carried out:
  - 6.3.1. All reasonable requests will be completed to the Customer/Member specifications; however, in certain situations alternatives may be applied/supplied.
- 6.4. All suppliers will carry identification, which must be presented to Members/Customers prior to the first service being provided, and for certain services, suppliers will be required by the Company to gain written instructions or authorisation from the Member/Customer before commencing the task. More details are available on request.

## **7. Limitation of Liability**

- 7.1. Nothing in these Terms and Conditions shall exclude or limit the liability of the Company for death or personal injury, however the Company shall not be liable for any direct loss or damage suffered by the Customer or Member howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.
- 7.2. The Company shall not be liable under any circumstances to the Customer or Member or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer or Member howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 7.3. For the avoidance of doubt, time shall not be of the essence and the Company shall incur no liability to the Customer or Member in respect of any failure to complete the Services by any agreed completion date.

## **8. Cancellations**

- 8.1. The Customer or Member may cancel an order by notifying the Company by email or via the website within three days of placing an Order and any deposit paid will be refunded in full, subject to any third-party terms and conditions;
- 8.2. If the Customer or Member fails to cancel the order within the time specified in Clause 8.1 any deposit paid may not be returnable.

## **9. Force Majeure**

- 9.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **10. Severance**

- 10.1. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **11. Governing Law**

- 11.1. These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.