

## Terms & Conditions GEMS Life Management Limited

"we" "ours" and "us" means GEMS Life Management Limited whose main office is at 13 Queens Square Leeds LS2 8AJ

"you" means .....of.....

"tasks" means the services provided by us to you in accordance with instructions received from you from time to time and accepted in writing by us

"the services" means any services provided to you by a supplier  
"supplier" means a third party who you engage to provide services to you following an introduction or identification of such 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

- 1.1 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 to do so in writing.
- 1.2 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.
- 1.3 Each request by you to us for us to carry out any task shall be deemed to be an offer to purchase the performance of such task by us on these terms and conditions.
- 1.4 The tasks that you require us to perform shall be confirmed in writing in our acceptance of your request.
- 1.5 Tasks shall be performed during our office hours of 8am to 6pm Monday to Friday excluding the usual public bank holidays.

### 2. Your Responsibilities

- 2.1 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.

### 3. Performance of Task

- 3.1 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.
- 3.2 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 delay exceeds 90 days.
- 3.3 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.
- 3.4 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.
- 3.5 Tasks are carried out at your risk

### 4. Third Party Suppliers

- 4.1 In the performance of our task we may be required to arrange for a supplier to provide services to you. 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.
- 4.2 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, save that we endeavour to identify suppliers suitably qualified for the provision of the services required and additionally we undertake to make reasonable enquiries to determine such suppliers are insured for the purposes of providing the services concerned (but without obtaining any copy policy or policy schedule).
- 4.3 Where we engage a supplier on your behalf to perform services we shall use our reasonable endeavours to ensure 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.
- 4.4 Any complaint regarding the services 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.

### 5. Price and Payment

- 5.1 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 from time to time which prices are inclusive of Value Added Tax.
- 5.2 Where tasks are required to be performed outside our standard office hours prices shall be subject to an uplift of 25% of the price shown in the prevailing price list.
- 5.3 Payment of the price in respect of any task shall be payable as follows:
  - 5.3.1 Where you retain us for the performance of tasks on an adhoc 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 performance of such task.
  - 5.3.2 Where you retain us for a minimum period of six months you shall pay such price as prevails in our price list at the commencement of that period in equal instalments payable monthly on an agreed date by standing order to our account which shall be notified to you for this purpose.
- 5.4 Time spent travelling in relation to the performance of the task where you retain us for the performance of tasks on an adhoc basis will be chargeable at the applicable hourly rate.
- 5.5 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 performance of the task including but not limited to travel expenses and any and all other out of pocket expenses.
- 5.6 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 to us in addition interest from the date of due payment to actual payment at the rate of 2% above the base lending rate of HSBC Bank plc accruing on a daily basis whether before or after any Judgment.

### 6. Gift Vouchers

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

### 7. Consent

- 7.1 Where the performance of any task or supply of any services requires the consent of any 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 any 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.

### 8. Termination and Cancellation

- 8.1** In the case of the adhoc 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.
- 8.2 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.
- 8.3 For the avoidance of doubt you shall be responsible for 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.
- 8.4 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.
- 8.5 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 any such cancellation.
- 8.6 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 a task and we accept your instructions and you do not then request performance or make use of the performance of any task.
- 8.7 We shall not be obliged to perform any task for you in the following situations:
- 8.7.1 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
- 7.7.2 you suffer or allow any execution to be levied against any of your property or assets
- 9. Security**
- 9.1 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.
- 10. Liability**
- 10.1 We shall not be liable to you under this agreement for any loss or damage caused by us or our employees or agents where
- 10.1.1 we have not breached any legal duty of care owed to you;
- 10.1.2 any loss or damage incurred could not be reasonably foreseen; or
- 10.1.3 where your action or inaction has contributed to any loss or damage incurred.
- 10.2 We exclude all liability arising from or out of this agreement to the fullest extent permitted by law. Your statutory rights are not affected.
- 10.3 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.
- 10.4 We shall not be liable for any action or inaction on the part of any supplier or its agents or employees.
- 10.5 Any liability to you on our part shall be limited to the performance of any task or the performance of such similar task as may reasonably be required by you in the alternative.
- 10.6 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.

**11. Use of your Information**

- 11.1 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 enquires may be made against your directors.
- 11.2 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.
- 11.3 We may monitor visits to our website and retain information received from you from such visits.

**12. Assignment**

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

**13. Notices**

- 13.1 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 shown for you or us at the head of this agreement or if by fax to any fax number notified by one of us to the other.
- 13.2 Communications shall be deemed to be received:
- 13.2.1 two days following posting in the case of first class mail;
- 13.2.2 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).

**14. Force Majeur**

- 14.1 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 or 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 performance of the same. If the event in question continues for a period of in excess of 90 days then 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.

**15. General**

- 15.1 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 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.
- 15.2 Any failure by either of us in enforcing any provisions of this agreement shall not be construed as a waiver of such rights.
- 15.3 Any waiver of any right under this agreement must be confirmed 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.
- 15.4 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.
- 15.5 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.