



Octopus (NW) Ltd Our Terms & Conditions of business

1. Definitions & General

- 1.1. In this agreement, our formal terms and conditions, "we", "ours" and "the Company" refers to Octopus (NW) Ltd, also "Octopus", of 82 King St, Manchester, M2 4WQ; "you" and "your" refers to the Customer/Client.
- 1.2. "Services and tasks" means the provision of our services to you, now and in the future, to or for the Client which includes the sourcing and engagement of a supplier to perform the services:
- 1.2.1. the "Charge" means the agreed rateable value of the Service requested by the Client, subject to the terms outlined in clause(s) 6.
- 1.3. "Service Partner" and "Supplier" means a third party e.g. a plumber, whose services have been researched by us, which we, acting as your agent and not as principal, have engaged for you to carry services at your request. Words in the singular include the plural and vice versa.
- 1.4. "Third party" means the party you wish us to obtain a response from on your behalf.
- 1.5. "Office Hours" means the company's hours of business which are 0900hrs to 1730hrs Monday to Friday; "Out of Hours" are those hours outside those of normal business except weekends which are 1731 hrs to 0859hrs Monday to Friday; "Weekends" are hours outside of those of normal business which are 2401/0001hrs Saturday through until 2359hrs Sunday. Our hours of business including 'out of hours' and 'weekend' times exclude Christmas Day, Good Friday and Bank holidays. Where Octopus is required to provide Services outside 'office hours' Octopus shall be entitled to Charge for its Services at a higher hourly rate, as the same shall be notified to the Client in writing from time to time. Outside normal hours, the Client may reach an Octopus consultant by telephone or email as notified from time to time. Octopus will respond to messages left by the Client as soon as possible.
- 1.6. "Sundries" are items bought on the Client's behalf, for example, groceries which the Customer wishes the Company to buy or provide from time to time.
- 1.7. "Bespoke Events" shall mean weddings, corporate hospitality days, conferences and any other parties or events held in part or whole outside of the Clients home environment that the Client requests the Company's Services to organise and/or attend in order for the purpose of management. Services relative to Bespoke Events are charged independently of the Hourly Rate as covered in 7 and are subject to all other terms of this Agreement (Subject only to Clauses 7, 7.1, 7.2).
- 1.8. "Letter of Authorisation" means the letter authorising us to contact Third Parties on your behalf in order to provide the Services. A copy of the letter can be provided and should be sent to the Third Party once it has been signed.
- 1.9. The Client may provide Octopus with a password for identity verification. Both Octopus and the Client will keep any such password confidential.
- 1.10. Telephone calls between Octopus and the Client may be recorded and monitored from time to time for training purposes.
- 1.11. Octopus shall be entitled to alter and vary these conditions as and when required, where reasonable written notice to you without any liability to the Client.

2. Supply of Services

- 2.1. Octopus shall provide the services to the Client subject to these conditions or such other conditions as may be agreed in writing between Octopus and the Client. 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.
- 2.2. The company is a lifestyle personal assistance company including bespoke event organisation. You have engaged us to perform the services to be carried out for you which may require the arrangement of services of a Supplier.

- 2.3. The service permits the Client to request from Octopus any information or suggestions in relation to any personal needs or desires of the client (including events, activities, venues, goods and services). Octopus's information and suggestions will be based upon the specific criteria provided to Octopus by the Client.
- 2.4. We will start to carry out our services as soon as possible after a request has been received. If a Letter of Authorisation is required by a third party we can only start the service once this has been received by the third party. You may not terminate or cancel the Contract once you have submitted your request.
- 2.5. The Company shall not be required to do any act or provide any service which in its opinion is or may be illegal, immoral or of libellous nature or which may infringe the proprietary, intellectual property or any other rights of any third party.
- 2.6. Octopus shall inform the Client from time to time of the type and nature of requests with which Octopus are accustomed to or capable of dealing but shall not be liable to the Client in the event that a request made of Octopus is not capable of fulfilment by them.
- 2.7. Octopus shall, within an agreed reasonable period of time, use all its reasonable endeavours to provide information and suggestion in response to the Client's requests. If Octopus is unable to deal with any requests, it will inform the Client as soon as reasonably possible.
- 2.8. Octopus 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.
- 2.9. The Client will be responsible for providing sufficient information to us as we deem necessary to allow the tasks to be performed.
- 2.10. In the event that you engage us to arrange for services to be performed at a particular location, you will give reasonable access to such location (including to the interior of any premises) to us and our employees and agents and to the supplier and its employees and agents as may be necessary for the services to be performed without hindrance.
- 2.11. Travel time to and from your premises or for errand-running purposes is chargeable at our usual advertised hourly rates, capped at 60 minutes within central Manchester. Travel time for work requiring our physical presence outside central Manchester will be agreed on a case by case basis. Travel time is not chargeable if the amount of work takes a full working day of eight hours or more.
- 2.12. 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.
- 2.13. We are not responsible for arranging any licences, passports, insurances or other documents that may be required in relation to your instructions unless explicitly instructed to arrange them.

3. Service Partners / Suppliers

- 3.1. Where we have engaged a Service partner or Supplier to carry out the requested services or those where there exists a legal requirement for suitably qualified and insured person to perform the services (or it is expedient to engage a suitably competent person to perform the services), unless you have expressly requested or agreed to a particular supplier or a specific charge for the services the company shall:
- 3.1.1. use reasonable endeavours to ensure that any such Supplier/service partner is of suitable skill and qualification to carry out the services to a proper standard and is a member of a professional trade association (if required); and
- 3.1.2. use reasonable endeavours to ensure that any such Supplier/service partner is suitably insured to perform these services (but without obtaining any copy policy or policy schedule);
- 3.1.3. Whilst the company shall use reasonable endeavours to ensure suitable skill and qualification of a Service partner/supplier, should the workmanship or standard fall below that standard the Company shall

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not be liable, nor shall the Company be liable under this agreement for any loss or damages caused by a Service partner/supplier, or by you resulting from any breach of an agreement between you and the Service partner/supplier.

3.2. The Company will make reasonable endeavours to ensure that the Service partner/supplier is charging a competitive rate having regard to the locality and speciality of the service to be supplied. We do not warrant or represent that any services are provided at the lowest available price. We give no warranty as to any Service partner's/supplier's charges for any services which have been ordered, negotiated or arranged by you direct with the Supplier.

3.3. The Service partner's/supplier's charges for performing the services will at all times be payable by the Customer, unless we agree otherwise, and the Customer acknowledges that the Company, in engaging the Service partner/supplier, is not acting as principal. If it has been agreed that we shall tender payment for the services to any Service partner/supplier, it will be on the basis that we do so as your agent and that you refund any such payment via direct bank credit to us immediately upon demand save to the extent that you have provided the necessary funds beforehand.

3.4 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. 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.

3.5. Some services will require your written authorisation to contact and correspond with third parties on your behalf. The Letter of Authorisation authorises us to contact the third party and request such information as is reasonably required to provide you with a response.

3.6. On accepting these terms and conditions you consent and agree to us contacting the third party on your behalf. If required, you also agree to print and send an original signed copy of the letter of authorisation to the third party immediately on submitting your request and to fax us a copy.

3.7. If required, we will contact you to obtain any other reasonable form of evidence of authority which may be requested by such third party.

4. Goods purchased on the Customer's behalf

4.1. If the Client requires the Company to buy goods on its behalf then it shall provide the Company with a complete list of those items to be purchased along with sufficient cleared funds to make the purchase and, if applicable, inform the Company of suitable alternative items should any item on that list be unavailable. In circumstances where the Client wishes the Company to buy a Special Item on its behalf, then it shall provide the Company with a full description of the item required and a maximum budget to be spent on the item along with sufficient cleared funds to make the purchase. The Company will ensure that the returns policy of the shop concerned allows for the items to be returned for a full refund in the event that the Client is not satisfied with it;

4.1.2. Where the Company purchases/supplies basic household essentials (consumables) or incurs admin or business expenses on behalf of and for the Client as part of the service offered (i.e. Milk, Bread, Butter, tea bags, coffee, canned food, pet food and newspaper and toilet tissue, postage, stamps, mobile phone calls, intl calls), herein referred to as 'Sundries', the Company may offer the Client a credit facility of a maximum of £20 per week, payable by direct bank credit on the Friday of each calendar week or on demand by the Company should the agreement be terminated. The Company reserves the right to withdraw or decline to offer this service at any time and is under no obligation to provide a credit facility for the same. Where provision is made for credit, terms remain subject to standard conditions for late payment in (6) herein.

4.2. The Company shall not be liable in any way whatsoever for any defects in any Goods or Special Item purchased on the Client's behalf beyond the Company's reasonable control.

4.3. If the Client considers that any Goods or Special item purchased on its behalf do not conform with the Client's specification then the Client will inform the Company within 48 hours of delivery detailing the cause of the Client's dissatisfaction. A failure to do so will be deemed as the Client's acceptance that the Goods or Special Item concerned comply with the Client's order in every respect.

4.4. In the event that the Goods or Special Item do not conform with the Client's specification the liability of the Company shall be limited to assisting in obtaining a refund of the price of the specific item concerned (in so far as a refund can be obtained from the shop where the item was purchased in line with the Client's statutory rights). The Company is not itself liable to refund items purchased that reasonably match the description of items required for purchase by the Client on the Client's behalf. The Company will however use its best endeavours to assist the Client in obtaining such refund.

4.5. While the Company will use reasonable endeavours to purchase Goods or Special Items on behalf of the Client as soon as possible, you are required to notify the Company:

4.5.1. 24 Hours written notice of any specific Goods to be purchased on your behalf; and

4.5.2. such additional notice as is deemed by the Company to be reasonable for Special Items to be purchased.

5. Contract Formation

No Contract will subsist between you and the Company for the supply by us of any Services unless and until we accept your order for such Services.

6. Charges

The Charge for Services shall be levied at our advertised rates. All sums due under this Agreement shall be paid in full on the following terms:

6.1. Subject to any special terms agreed in writing, the Client shall pay Octopus the Charge (without any set off, counterclaim or other deduction) and any additional sums agreed between Octopus and the Client for the provision of Services in advance or within ten days of Octopus's invoice date.

6.2. Time spent by the Company providing Services 'Out of Hours' or at 'Weekends' at the hourly rates shall be invoiced upon completion of the Service, invoiced within 5 working days of the Service charged at the agreed rate, being performed.

6.3. Time for payment shall be the essence and any failure to pay shall entitle the Company at its option to treat the Agreement as repudiated by the Client, or to delay the provision of further Services until paid (in addition to any other remedy).

6.4. Failure to pay Charges due by the due date shall result in interest being applied to the outstanding balance at the rate applicable to judgement debts (both before and after any court judgement); and

6.4.1 £6.00 for each reminder, letter, fax, telephone call and statement.

6.5. All invoices shall be paid in full free from any deduction for any set-off, counterclaim or otherwise howsoever arising.

6.6. The Charges the Company quote may be amended by a reasonable amount by the Company if:

6.6.1. the Client amends its instructions after the Company has taken steps to provide the Service; and

6.6.2. you ask the Company to expedite its service to you.

6.7. Octopus shall be entitled to vary the Charge from time to time on written notice to the Client.

6.8. All quotations given and charges mentioned, will be exclusive of VAT unless otherwise stated.

6.9. In addition to the charges 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.

6.10. In the event of a non-standard service being requested by the Client, Octopus will quote a price to be accepted by the Client before any Services are undertaken or commenced.

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6.1.1. Octopus gift vouchers are valid for 6 months starting on and including the date of purchase.

7. Bespoke Events & Other Services

For Bespoke Events, the Client will be asked to give Octopus a budget, where the Company considers this to be a realistic budget, Octopus will cost up a proposed itinerary. In these instances Octopus's charges are not monthly or hourly but on a percentage basis of the total job as per agreed rates.

7.1. An initial deposit payment to Octopus of approx 25%, will be required from the Client before Bespoke services commence, followed by a stage payment mid-way through the service followed by the balance on completion.

7.2. All payments for Bespoke services are due within 7 days of the invoice. Late payments are subject to terms covered by 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10 above.

8. Client Responsibilities

8.1. Services provided by Octopus are provided expressly for the Clients and the Clients shall not use the Services for any improper, immoral, unlawful or any other purpose other than that for which the Client informs Octopus at the time of the initial request.

8.2. The Client shall immediately inform Octopus of the identity of any third party with whom the Client enters in to a Contract or Arrangement for sale of goods or supply of Services which result in the provision of Services by Octopus and Octopus shall be entitled to decline to provide such Services to such party without providing any reason.

8.3. If the Client should request Octopus uses the Client credit/debit card and/or any other credit facility for the purposes of rendering Services, the Client shall, promptly and upon request, provide written confirmation of its authorisation (in such form as Octopus shall request) for Octopus to use any such credit/debit facility. The Client acknowledges and agrees that Octopus shall have no liability or be responsible in any way whatsoever in respect of the use of the Client's credit/debit card and or other credit facility provided that Octopus acts in accordance with the instructions issued by the Client in relation thereto.

8.4. You warrant that the credit card or debit card used to pay any charges is your own and that there are sufficient funds to cover the amount due.

9. Termination

9.1. You have received a copy of this agreement before our tasks have been performed. You have a right to cancel this agreement within 1 week of the date of contract, except where (i) we have performed all or a part of our tasks (ii) the services have been performed or (iii) the supplier has been engaged by us on your behalf.

9.2. If you wish to cancel, you must notify us in writing, at our main office address, so that we receive it within 1 week of the date of contract.

9.3 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 tickets or services and reasonable administrative charges. In addition you shall be responsible to any supplier in respect of such cancellation.

9.4. Without prejudice to any other accrued rights and remedies available, Octopus shall have the right to terminate the Agreement for the provision of all or any of the Services forthwith upon written notice if:

9.4.1. 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 Octopus to so remedy; or

9.4.2. 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.

9.5. On termination for any reason whatever, the Client shall immediately make payment to Octopus of all and any sums outstanding and owing to Octopus under these conditions (including the Charge or any outstanding balance) and Octopus shall provide information and suggestions in response to all outstanding requests made by the Client prior to termination. Provision of information and suggestions in response to outstanding requests made by the Client prior to termination shall not effect or prejudice any right of the Company to pursue any remedy in respect of any breach by the Client of the Agreement.

9.6. On termination of the Agreement pursuant to clauses 6.1, 6.2, 6.3 above, the Client shall not be entitled to a refund of the Charge.

9.7. Where amendments or cancellations take place, our fee for arranging the products or services will still be payable as if the goods or services had not been cancelled. We also reserve the right to charge for arranging cancellation. Cancellation fees will be confirmed following your cancellation instruction.

10. Liability

10.1. If death or personal injury is caused by the Company's negligence the Company will indemnify you. Otherwise the Company's liability is limited to the guarantee in the following clauses;

10.1.1 Octopus 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 Octopus hereunder and the resulting supply of goods and Services to the Client by any third party;

10.1.2. The Client shall indemnify the Company against any loss or consequential loss;

10.1.3. The Client will insure against any such loss.

10.2. Octopus warrants to the Client that Octopus shall use all of its reasonable endeavours to provide Services using reasonable care and skill and, as far as possible, in accordance with the Clients requests and instructions from time to time. Where Octopus supply the Client with any goods or Services supplied by a third party, Octopus 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. The Client may request as part of the Service under this Agreement, that Octopus assist the Client in pursuing remedy for loss or damage on the Client's behalf subject to Clause 10.1. The Client remains liable for all costs involved in pursuing any such remedy. Octopus reserves the right to decline to pursue any such remedy. Any remedy successfully obtained from a third party shall be made directly to the Client. For the avoidance of doubt Octopus 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 in to any Agreement with any third party for the supply of Services or sale of goods.

10.3. Octopus 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 any other fault of the Client or any third party.

10.4. Octopus 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.

10.5. 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.

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10.6. Subject to the provisions of this clause 10, Octopus'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 as such time been paid by the Client in full).

10.7. 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.

10.8. Tasks are carried out at your risk.

10.9. 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 whatever 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.

10.10. We may, from time to time, provide you with information and lists of products, services or suppliers that are relevant to your instructions. Any information of this nature sent by us does not constitute a recommendation by us, should not be construed as such and information and related commentary does not form any part of the contact made in relation to your instruction.

11. Disclosure of Information & Confidentiality

11.1 All information received by Octopus in relation to the Client shall remain confidential and, except as maybe required by law, Octopus 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, provided that this shall not apply to any information which was known by a party before it was imparted by the Client or is publicly available or becomes publicly available through no act or omission of Octopus.

11.2. Unless Octopus receives notice from the Client to the contrary, Octopus shall from time to time provide to the Client (by post, telephone or email) such information in relation to the Services that Octopus considers may be of interest to the Client.

11.3. Under the Data Protection Act 1984 the Client shall be entitled upon written request to view any personal records or information held by Octopus relating to the Client. Octopus shall be entitled to Charge an administrative fee for this service, which shall be set at the time of the Client's request.

11.4 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.

11.5 We may monitor visits to our website and retain information received from you from such visits.

12. Severability

12.1. If the agreement or any part thereof shall be adjudged for any reason to be void, unenforceable or ineffective but would be adjudged to be valid effective and enforceable if part of the wording were deleted or a provision were reduced in scope the Agreement shall continue with such modification as may be necessary to make its provision (or if such be the case its remaining provisions) valid effective and enforceable.

13. Force Majeure

13.1. The Company will be released from its obligations to the Client and will not be under any liability whatsoever in the event that it is prevented or delayed from performing the Agreement as a result of any act of God, illness, accident, war, acts of terrorism, strikes, protests, civil commotion, lockout, or any other labour dispute, fire, explosion, flood, drought, in event of national emergency or prohibitive

Governmental regulation or by reason or cause beyond the Company's reasonable control (whether or the foregoing or not).

14. Assignment

14.1. Third Party Rights: Only you and us have any rights in relation to these Terms. No other party shall have any right to enforce, action or benefit from any of these Terms.

15. Arbitration

15.1. Disputes relating to or incidental to the Agreement shall be referred to a single arbitrator under the Arbitration Acts 1950-1996. If the parties fail to agree on an arbitrator, he/she shall be appointed by the President for the time being of the London Law Society on the application of either party.

16. Security

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.

17. General

17.1. These conditions (together with any other terms and conditions agreed in writing between Octopus and the Clients from time to time) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except on notice from Octopus. All other terms and conditions express or implied by a statute or otherwise are excluded to the fullest extents permitted by Law.

17.2. 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 registered office or 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 provision 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.

17.3. No failure or delay by Octopus in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Octopus 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. We endeavour to provide a high quality service to you in carrying out our tasks. If you are unhappy at any time about how we perform our tasks for you, please contact the Director at our main office address, and we would seek to investigate any such complaint as soon as reasonably practicable and report back to you. This does not affect your statutory rights.

Octopus (NW) Ltd
Parmjit Bagri - Director