

SUPPLIER TERMS & CONDITIONS

You agree to these terms when you register to be a Supplier, either as an individual or legal entity, each and every time you use the website or provide services to ourselves or our clients.

DEFINITIONS

1. “Client” means the person and/or organisation who uses our website and our services and may be introduced to Suppliers by us.
2. “Consumer” shall have the meaning ascribed in regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; 3. “Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, any contact or database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property rights recognised in any part of the world, whether or not presently existing or applied for, which are held by the owning party.
4. “The Fixer Lifestyle Group Services” means the services that we provide to Suppliers.
5. “Purchase Order” means the document which details the services to be provided to us.
6. “Supplier” or “you” means any person and/or organisation who we introduce to a Client or a Consumer and who agrees to provide their (supplier) services to that Client or Consumer.
7. “Supplier Services” means the services and/or products which are provided to the Client by a Supplier who is introduced to them by us.
8. “Terms and Conditions” means these Terms and Conditions which also incorporate all policies and other Terms and Conditions displayed on our website and will also include any special terms and conditions agreed in writing by us.
9. “We”, “Us”, means the organisation who owns this website and supplies membership services and The Fixer (UK) Limited, a Company registered in England and Wales, company registration number 07333665 whose Registered Office is 85 Great Portland Street, London, England, W1W 7LT. The company is VAT registered GB995097853.
10. “Website” means the Website and all contents at www.thefixerlifestylegroup.com, www.the-fixer.co.uk, www.instagram.com/thefixerlifestylegroup
11. “Working days” means any day from Monday to Friday but excludes all official public holidays in England and Wales.

WHAT WE DO

1. We provide bespoke Lifestyle & Travel services to clients internationally.
2. Our Supplier Services are designed to assist Suppliers to offer their Supplier Services to members to provide experiences which clients can purchase. Our Supplier Services comprise of a number of services including
 - a. Experience creation package – where we assist an individual Supplier or bring together a selected group of Suppliers to help build a unique experience for our clients which will be displayed on an internal webpage or newsletter or itinerary. For example, a trip to sporting events may bring together individual Suppliers for transport, hotel accommodation and catering.

- b. Experience Listing Package – where an experience (or part of one) which you will supply is listed on our newsletter for clients to purchase
 - c. Additional Premium Services – these are bespoke services which we will agree with you and detail in a Purchase Order or email.
3. Once a Supplier has agreed to offer Supplier Services for sale these experiences are offered to clients with details of how the member can purchase the experience. Unless otherwise agreed in a separate written agreement with a Supplier, once a client agrees to purchase an experience incorporating your Supplier Services we will
- a. facilitate payment - according to the terms of the individual experience, this may be payment in stages or in one lump sum, as agreed.
 - b. advise the Supplier(s) involved accordingly within 3 working days of our confirmation of a client's purchase.
 - c. we will obtain payment from the client and, in turn, make payment to you.
4. If we have specifically agreed to supply any information, report or documentation, it will be in whatever format and contain the information that we, in our sole and absolute discretion, deem appropriate.
5. Except as expressly stated in our terms and conditions or those statutory warranties which apply to consumers, all warranties whether express or implied by operation of law or otherwise, are excluded.

CLIENT PAYMENTS

1. Client's payments for Supplier services

- a. We are not responsible for delivering Supplier Services to clients. However, we do facilitate payment which will be made according to the timings and methods agreed with Suppliers in respect of each experience.
- b. Once a client has agreed to purchase an experience incorporating your Supplier Services then, unless you have our express written agreement otherwise, you will use our administrative assistance and we will raise an invoice with the client on your behalf, and payment will be made by the client directly to us on your behalf.
- c. Once a client makes payment we will deduct any outstanding fees to us and make payment to you immediately as agreed. This will be paid by Bank Transfer using the details you provide to us.
- d. Where payment or any part payment is overdue (such as if there are problems with the client's payment method or payment does not clear or is not made on time), then unless your Supplier terms of business for the applicable experience state otherwise, we reserve the right to immediately cease or suspend the provision of any Services until we receive full cleared payment on your behalf.
- e. charge interest at the rate of 8% per annum on the amount outstanding from the date that the invoice was due to be paid until we receive cleared payment of all outstanding amounts on your behalf and we may recover reasonable costs in obtaining payment.

2. Clients - refund payments and chargebacks

If for any reason we have to return a payment (deposit, full or part payment) made by a client directly or any other party, such as a third party payment provider (a returned payment) then you are responsible for reimbursing us for the full amount of the returned payment made. Reimbursement payment must be made by you to us within 7 days of the date that we notify you that a reimbursement payment is due.

CLIENT OBLIGATIONS

1. As part of our terms and conditions with clients, they confirm and agree that:
 - a. They understand that we provide bespoke Services and we do not supply Supplier Services. Therefore we have no liability in respect of any Supplier Services.
 - b. They will enter into a formal agreement with their chosen Supplier and will be required to comply with the terms of that Supplier but that they will be liable to make the agreed payment for their services to us on behalf of the Supplier as and when it becomes payable.
 - c. Client Services are provided on the basis of the details and information supplied so it is important that they provide detailed and accurate information to us.
2. Clients have agreed for us to share their details and any information which they provide with Suppliers that is necessary to carry out the services.

SUPPLIER'S OBLIGATIONS

1. As a Supplier you confirm and agree that:
 - a. You understand that we provide Client Services facilitating unique travel experiences and we do not supply Supplier Services. Suppliers will at all times clarify this to the clients and any other relevant parties. Therefore we have no liability in respect of any Supplier Services.
 - b. You have read and understood our Supplier Terms and Conditions and code of conduct and agree to be bound by them
 - c. You will not approach our clients directly for business or contact them outside the required scope and provision of services during the course of this agreement or for a period of 2 years post expiration, in the event that this agreement is terminated. Should you have sold your services directly, then a charge of 20% of the fees charged to the client will be paid to us and an administration fee of £250.00 plus vat for each occurrence.
 - d. Should a client request services from you directly, you will advise TFLG within 24 hrs and advise the client that the services will be required to be booked via TFLG.
2. Our Services and experiences are based on the information that you, as a Supplier, provide to us. Each Supplier must ensure that they provide accurate and up-to-date information which complies with any applicable legislation or other requirements to include, but not limited to
 - a. details of the Supplier and exactly what Supplier Services are to be provided and
 - b. the date services and/or products are to be provided and
 - c. the price to be paid by a client, including whether any VAT is due and how and when the price is payable and
 - d. the terms, conditions and policies which relate to the experience and Supplier Services and/or products
 - e. information required to comply with consumer legislation, including, but not limited to, the Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
3. Suppliers understand they must comply with the law, their agreement/contract and the Supplier obligations.
4. Where a Supplier agrees to work with a selected group of Suppliers to help build a unique experience each Supplier agrees that their own details and the details provided in respect of the experience can be shared with other Suppliers and, ultimately, clients.
5. Once a Supplier has agreed to offer Supplier Services for sale then each Supplier is under an obligation to provide those services in accordance with what has been agreed. However, if because of any reasonable events beyond your control you are unable to provide Supplier Services which have been ordered by a Member then you must advise us, in writing, within 1 working day of our confirmation of the client's acceptance.

6. You will supply Services to the best of your ability, with reasonable skill and care, to a reasonable standard and in accordance with any relevant legislation, recognised standards and codes of practice and the description of such Services agreed for each experience. You will deal with complaints in accordance with the law and in reasonable and fair manner, adhering to any relevant complaints standards laid out in any body or organisation of which you are a member.

7. You will hold, as required by law or other applicable body or organisation of which you are or should be a member, any applicable current and valid

- a. insurance
- b. DBS certification/check
- c. professional or business certification
- d. anything else which a business providing services and/or products like yours should hold

8. You understand that we reserve the right to refuse to introduce/continue introducing any organisation and/or specific individual where we, at our sole discretion, believe that you a. do not meet the necessary levels of competence, skills and fitness b. behave in such a way that we believe that they may cause a danger to themselves or others or may bring our organisation into disrepute.

CANCELLATION AND TERMINATION

1. You can cancel your use of our services by letting us know this in writing, using the email address at Clause 9 above, giving us 7 days notice.

2. Any agreement between us will automatically terminate if either party, as applicable, passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an Order to that effect; ceases to carry on its business or substantially the whole of its business; is declared insolvent; convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

HELP, QUERIES, COMPLAINTS AND NOTICES

1. Queries and complaints about us, services or the Website must be addressed in writing to us, either by post or by email using our email address or postal address at Clause 9 above. We aim to respond within 7 working days of receipt. If any cause of complaint may amount to a breach of any of these Terms and Conditions, then you must allow us 30 days to remedy that breach.

2. In the event of a dispute between us, you agree to attempt to settle any dispute in good faith and, as we request, by mediation before any arbitration or litigation is commenced. We are not bound by any trade or professional approved code of practice, code of conduct or alternative dispute resolution in relation to complaints. 3. Notices for us must be in writing by

- a. email to us at ask@the-fixer.co.uk and for you, using your most recently provided email address. Notices by email are deemed to have been received on the day on which they were sent following a valid successful delivery receipt being retained by the sender OR
- b. post to our address at Clause 9 above and for you, using your most recently provided address, using a tracked service where the sender retains details of posting and a signature is obtained from or on behalf of the addressee. Notices by post will be deemed to have been received on the date that Royal Mail obtains a record of receipt from or on behalf of the addressee

LIMITATION OF LIABILITY AND INDEMNITY

1. In so far as the law provides we will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by any Client or any Supplier or any third party



howsoever caused, including as a result of any negligence, breach of contract, misrepresentation or otherwise.

2. Time is not of the essence and time limits provided are estimates only. We will incur no liability to you in respect of any failure to complete any Services, or any part thereof, by any agreed date.
3. You specifically agree to completely indemnify us against all claims, liability, damages, losses, costs and expenses, including any legal fees, known and unknown, arising from or in any way connected with your breach of these Terms and Conditions or your use of the Website.

INFORMATION AND DATA PROTECTION

1. Any services we provide to you will be reliant on information and details provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date.
2. Data will be held according to current applicable Data Protection legislation subsisting in England at the time of any applicable agreement between us. Please also refer to the Privacy Policy on the Website.
3. You specifically agree that your data can be shared with Clients and other Suppliers in order that Supplier Services can be provided.

GENERALLY

1. Other than as specifically provided for, nothing in these Terms is intended to give any benefit to any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce any agreement with us.
2. You agree that nothing in these Terms and Conditions will be deemed to create any partnership, joint venture or agency relationship between us.
3. We will not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control including, but not limited to, force majeure, accidents, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we are entitled to a reasonable extension of our obligations.
4. Nothing in these Terms and no express or implied waiver by us in enforcing any of our rights shall prejudice our rights to do so in the future.
5. Each clause or any part at all of these Terms is to be regarded as independent of the others. This means that should any clause or any part at all of these Terms be found to be unenforceable or invalid, it will be severed and will not affect the enforceability or validity of the rest of these Terms or our Agreement.

GOVERNING LAW AND JURISDICTION

1. These Terms and Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

BUSINESS PARTNER & SUPPLIER

Code of Conduct

The Fixer Lifestyle Group believes that ethical, social and environmental performance is a fundamental component of the excellence of the products and services delivered to our clients. The Fixer Lifestyle Group is committed to complying with all applicable laws, regulations and national and international conventions, as well as with best practices, in particular with regards to ethics, human rights, social responsibility and protection of the environment. The Fixer Lifestyle Group expects its business partners & suppliers to apply the same respect for applicable laws and ethics principles as they do in the management of their own companies. The Fixer Lifestyle Group urges compliance with these standards by all its business partners & suppliers, their workers, their production facilities, their offices,

their shops, their subcontractors and their own suppliers. In the event of any violation of this Business Partner & Supplier Code of Conduct by the business partner or one of its suppliers or subcontractors, The Fixer Lifestyle Group reserves the right to review the business relationship and possibly terminate it in conformity with applicable law, even if there is no written contract formalizing this relationship, without prejudice to the other rights of The Fixer Lifestyle Group or remedies it might seek.

HUMAN RIGHTS

The Fixer Lifestyle Group requires its business partners & suppliers to make their best effort to respect human rights in their conduct:

- Prohibition of child labour: Work by children under the age of 16 is strictly prohibited. In countries where local laws set a higher age for child labour or set an age for completion of compulsory education higher than 16, the highest age is applicable.
- Prohibition of forced labour: Any use of forced labour, slavery, servitude or trafficking in human beings by our suppliers, as well as withholding identity papers or work permits or requiring workers to deposit a bond or the use of any other constraint, is strictly prohibited. All workers are entitled to accept or leave their employment freely. Business partners & suppliers may not require workers to work to repay a debt owed to them or to a third party.
- Prohibition of harassment and abuse: We expect our suppliers to treat their workers with respect and dignity. Our business partners & suppliers may not tolerate or engage in any form of corporal punishment, physical, sexual, verbal or psychological harassment or any other kind of abuse.
- Prohibition of discrimination: Our suppliers may not engage in any kind of discrimination in particular with regards to wages, hiring, access to training, promotion, maternity protection and dismissal –based on sex, race or ethnic origin, religion, age, disability, sexual orientation, political affiliation, union membership, nationality, gender identity or social background.

LABOUR STANDARDS AND SOCIAL RESPONSIBILITIES

The Fixer Lifestyle Group expects its business partners & suppliers to exhibit exemplary social responsibility in their conduct:

- Prohibition of illegal, clandestine and undeclared employment: Our business partners & suppliers are required to comply with all applicable regulations to prevent illegal, clandestine and undeclared employment.
- Wages and benefits: Our business partners & suppliers must at minimum pay wages on a regular basis and no less than monthly, compensate workers for overtime hours at the legal rate and meet all legal requirements relating to worker benefits. Company Registered 7333665 VAT GB995097853 IATA 96037690
- Working hours: Our business partners & suppliers must comply with all local laws and regulations applicable with respect to working hours, which shall not in any case exceed the maximum set by internationally recognized.
- Ensuring health and safety: Our business partners & suppliers are expected to provide their workers with a safe and healthy workplace environment in order to avoid accidents or bodily injuries which may be caused by, related to, or result from their work, including during the operation of equipment or during work-related travel.

ENVIRONMENTAL REGULATIONS AND PROTECTION

The Fixer Lifestyle Group takes concrete measures to protect the environment within the scope of a specific program which includes cooperation with its business partners & suppliers to ensure application of best practices throughout the supply chain. The Fixer Lifestyle Group expects its suppliers to share this commitment. It encourages initiatives by its business partners & suppliers to reduce the environmental impact of their activities, notably through the use of green technologies whenever possible.

INTEGRITY

The Fixer Lifestyle Group requires exemplary integrity from its business partners & suppliers in the conduct of their business activities:

- Legal requirements: We expect our business partners & suppliers to act in full compliance with local, national and international laws in the conduct of their business.



- Prohibition of all forms of corruption: The Fixer Lifestyle Group applies a zero-tolerance policy concerning corruption and trading in influence. We expect our business partners & suppliers to respect all applicable laws concerning corruption.
- Prevention of conflicts of interest: We require our business partners & suppliers to comply with all applicable laws concerning conflicts of interest and to make every effort to prevent the occurrence of situations that create a conflict of interest within the scope of their business relationship with The Fixer Lifestyle Group.
- Prohibition of money-laundering and finance of terrorism: Money-laundering can occur where an action is taken to mask the true origin of money or assets that are connected to criminal activity. We require our business partners & suppliers to commit to taking all appropriate measures to prevent their operations from being used as vehicles for money-laundering.
- Confidentiality: Our business partners & suppliers must be committed to taking all necessary measures to guarantee the confidentiality of professional secrets and other non-public information they receive in the course of their business relationship with The Fixer Lifestyle Group.
- Protection of personal information: We require our business partners & suppliers to comply with all applicable Data Protection laws and regulations concerning the protection of personal information.
- Trade restrictions and international sanctions: We require our business partners & suppliers to respect international trade restrictions and sanctions, taking into account any changes in these measures, as well as all laws and regulations concerning export controls.
- Gifts and invitations: Gifts or invitations may be considered acceptable expressions of courtesy within the context of good business relations if limited in scope and value, given openly and transparently, permitted under applicable local law, customary in the location in which they would be given, provided to reflect esteem or gratitude, and not offered with an expectation that something will be offered in return.
- Public statements: We expect our business partners & suppliers to be extremely attentive to their public statements, particularly on the Internet and in social media, and to ensure that any statements are not attributed to The Fixer Lifestyle Group, and are consistent with the business partners & suppliers' commitment to both confidentiality and professional secrecy.

Clients & Employees

The supplier or partner will not attempt to recruit employees from TFLG for a period of 2 years after the termination of the contract. Such an attempt will result in the termination of being our supplier and put our employees and contractors in breach of their terms.