

# Client Terms and Conditions

## Definitions

In this agreement “we”, “us” and “ours” refers to The Fixer Lifestyle Group operated by The Fixer UK Limited. “Client” refers to you the Customer whether an individual, organisation or business entity. “The Services” means the services which you have engaged us to obtain on your behalf by a partner or by ourselves. “Partner” means a third party who we have engaged on your behalf to perform the services. “Payment” is the amount payable The Fixer by the client for services undertaken by The Fixer (UK) Limited or our partner which you will be notified of from time to time.

1. The Fixer is a Luxury Concierge and Lifestyle Management company that the client has requested to perform services on the client’s behalf which may be carried out directly by us, our employees or by one of our partners.
2. For all remote based work, our rates for our tasks will be at our quoted rates which may vary from time to time as we see fit. VAT or local applicable taxes is applied all our prices for both business and individual services. All prices quoted are in Pounds Sterling (GBP) unless specified otherwise. For specific services all prices are agreed between ourselves and the client prior to commencing work. For work based onsite, the rates charged will be determined by our local office and this will be confirmed to you prior to commencing delivery of services and billed in USD, CHF or EURO. Any changes in our rates will be notified to you in writing.
3. We accept payment via bank transfer, credit card and online payments.
4. Our fair use policy is based on an average number of requests on a monthly basis over a 3 month period per household from our client base and this may vary from time to time. A monthly plan is limited to members of the household at one specific address aged over 18. For the purpose of clarity, even if requests come from different members of the same household at the same address, they will count towards the total of that household and fair use policy. The Private Service is unlimited in terms of the number of requests a client may place.
5. Our normal office working hours are 9.00 am to 5.00 pm Monday to Friday excluding all UK bank holidays unless you request our private level of service which is agreed with you in advance. Our private level of service is on a 12 month basis with 24/7 access to a Lifestyle Manager globally.
6. Travel fees are chargeable at a local rate per mile in the country of use or at the actual travel cost of a train or plane in economy class. These will be advised at the time of booking and be included as part of your estimate.
7. Where the service can only be carried out by a partner, this partner will have been vetted by The Fixer prior to assigning the task to them, however the contract will be between the client and the partner. The partner remains wholly responsible for holding the necessary

qualified staff and insurances to carry out the work agreed with the client. The client and partner will agree on the specified terms and conditions to carry out the task or will pass them to us to forward to the client

8. Where we have engaged a partner to carry out the requested services, unless the client has expressly requested or agreed to a particular partner or a specific rate for the services, we will within our best efforts try to attain the market rate for such services. However we cannot guarantee to provide the services to a rate agreed to directly between the client and our partner. If a client has requested us to carry out a service and then cancels, the client remains liable to cover any purchases made on their behalf or invoiced for the time to carry out the request unless cancellation and notice of the request has been given in advance.

9. If our preferred partner is unable to carry out the services to the prescribed time, for whatever reason, then we will engage another partner to carry out the services for the client.

10. If the client requires a service that we do not possess a partner for on our database, then we will use our best efforts to source a partner or request help from one of our partner Lifestyle companies in order to provide the services to the client. The client will be notified of this prior to commencing services.

11. The client is responsible for providing accurate personal information and agree to notify The Fixer in any change of information when appropriate.

12. The client agrees not to knowingly provide any false or inaccurate information or use false business credentials in order to obtain services from us.

13. In the event that the client engages us to arrange for services to be performed at a specific location, it will be the client's responsibility to gain access to such location (including to the interior of any premises) for us, our employees and our partner and their employees as may be necessary for the services to be performed without hindrance.

14. The client will be responsible for obtaining from other parties (e.g. landlord) or any authority any permission that may be necessary for the services to be provided.

15. We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where (i) there is no breach of a legal duty of care owed to the client by us or by our employees or agents; (ii) such loss or damage is not a reasonably foreseeable result of any such breach; (iii) any increase in loss or damage resulting from the breach by you of any term of this agreement.

16. We shall not be liable to you if any document purchased by us on your behalf is found not to be genuine or if it is not accepted by any other party as genuine. However we shall use all reasonable efforts to ensure that such documentation is genuine and use only suppliers who we believe to be genuine.

17. We shall not be liable to you if we, our employees or our partners do not perform the tasks, for reasons outside of our control e.g. strike, labour disputes, transport difficulties, acts of Force Majeure, war, malicious damage, accidental breakdown of plant and machinery, fire, flood, storm and pandemics . This list gives examples but is not limited.

18. Our maximum liability will be limited to the equivalent amount of the services provided, provided that the amount has been settled in full.
19. We shall not be held liable if any information provided to us by the client or by the partner is found to be inaccurate, incomplete or missing.
20. We reserve the right to refuse to provide services if we believe the services are to be used for any immoral or unlawful purpose by the client.
21. If for any reason, we are unable to provide the services requested, we will advise the Client as soon as is reasonably possible.
22. Payment of our charges for our tasks shall be payable on receipt of invoice whether direct from us or from our partner. Interest for late payment is charged at the statutory 8% pa over the Bank of England base rate. Should you fail to pay after a 3rd reminder or 30 days we will engage our credit recovery agent for the outstanding amount and we will also recover the charges incurred with engaging our agent. All services will be ceased until such a time that payment is made. Whereby the payment is direct to a partner, the partner's payment terms will be applicable. For invoices to Businesses, we reserve the Right to Charge Interest and Debt Recovery Costs as permitted by the Late Payment of Commercial Debts Act.
23. If you are unhappy at any time about how we perform our tasks for you or wish to make a complaint about our services or one of our partners, please contact the managing director at our registered office address, and we would seek to investigate any such complaint as soon as reasonably practicable at latest 28 days from receiving the complaint in writing. This does not affect your statutory rights.
24. A copy of our internal complaints procedure is available and this can be provided upon written request at any time.
25. We will provide you with a copy of this agreement before we start to carry out work on your behalf. You have a right to cancel this agreement within one week of that date, except where (i) we have performed all or part of our tasks (ii) the services have been performed or (iii) the partner has been engaged by us on your behalf.
26. If you wish to cancel this agreement, you must notify us in writing, at our registered office, so that we receive it within one week of the date shown. If you cancel your order, within these timeframes, we shall (i) charge you for the tasks we have carried out for you up to the time we have received notice of cancellation at the advertised rate (ii) be entitled to recover from you any money paid by us to a partner in relation to the services you have requested (iii) any money paid by us for goods reasonably required in the procurement of the services or the carrying out of our tasks.

27. We reserve the right to cancel this agreement at least a week before the intended date of performance of the services, without giving reasons. We shall use reasonable endeavours to notify you of any such cancellation as soon as reasonably practicable to do so.

28. If services have been engaged, either party may terminate this agreement at any time in writing by giving notice of 1 month to the other party after the 12 month contract period. However the client remains bound to pay the required sum for services by us and our partners.

29. We reserve the right to terminate the agreement with immediate effect should a Client or company become bankrupt or become insolvent or make voluntary arrangements with any of its creditors. In addition if it is found the judgement or order is outstanding against the client and this was not declared at the time of entering into the agreement.

30. By requesting our services, you agree to us undertaking a credit search in relation to your financial status with a credit reference agency, which will keep a record of that search and will not share that information with other businesses. If you are a company we may also make similar enquiries about your company background. All information provided must belong to yourself and not be made on behalf of another person or persons.

31. We cannot be held responsible for the client being contacted by third parties. In the event that the client does not wish to be contacted, the client must inform us and the partner prior to commencing services.

32. Unless required by law, we shall keep confidential all information about you and we shall not disclose or divulge any information about you, your business to any other party except to a partner to the extent that such disclosure is necessary to enable the partner to perform the services. We agree to adhere to the Data Protection Act and all data gathered by us is stored securely and safely. Our data protection license number is PZ2334408.

33. We may monitor visits to our website and retain information about you (e.g. the use of cookies and other computer-held devices).

34. Any notice or communication which is given under the terms of this agreement or in relation to our tasks shall be served by first-class post (in the case of a notice being sent to us, to our registered address) and shall be deemed to have been received on the second working day after posting, or by fax or email which shall be deemed to be received on the day of transmission if sent within normal office hours otherwise the following day.

35. If any of provisions of this agreement are unenforceable such provisions shall be severed from this agreement and the remainder of the provisions shall remain in full force and effect. This agreement shall be construed in accordance with English law and jurisdiction.

36. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. We may assign the rights under this agreement. The client may not assign its rights under this agreement unless permission is given in writing by us.

37. All content and information received by us is owned by ourselves. You may not replicate, copy, reproduce, modify or derive works from any information passed to you.

38. We are not responsible for the content of any website that is linked to ours and also will not be liable for any damage arising out of the content of such links to another website.

39. Any changes to this agreement must be put in writing and signed by both parties and will replace this agreement when received by both parties.