

Terms and Conditions

By using this website or using the services and/or referrals provided by SPS Lifestyle Ltd you signify acceptance of these terms and conditions of SPS Lifestyle Ltd whose offices are at Regency House, 48 Birmingham Road, Bromsgrove, Worcestershire B61 0DD.

SPS Lifestyle Ltd shall be entitled to change these terms and conditions by posting the revised version on the SPS Lifestyle Ltd website. Please continue to review these terms whenever accessing the SPS Lifestyle Ltd website or purchasing services. Revised terms and conditions will be effective 30 days after they are posted on the SPS Lifestyle Ltd website.

SPS Lifestyle Ltd intends to rely upon the written terms set out here. If you require any changes, please make sure that you ask for them to be put in writing. In that way, SPS Lifestyle Ltd can avoid any problems surrounding what SPS Lifestyle Ltd and the client are each expected to do.

1. Definitions and Terminology

"SPS Lifestyle Ltd"

means www.sps-lifestyle.co.uk, Regency House, 48 Birmingham Road, Bromsgrove, Worcestershire B61 0DD.

"Supplier partner"

means a supplier of goods and/or services who supplies goods and/or services to SPS Lifestyle Ltd's clients.

"Client"

means any individual or business instructing SPS Lifestyle Ltd for any services provided directly by SPS Lifestyle Ltd or by SPS Lifestyle Ltd's supplier partners.

"Corporate client"

means organisation, business, limited company or partnership that subscribes to the SPS Lifestyle Ltd corporate scheme.

"SPS Lifestyle Ltd"

means SPS Lifestyle Ltd and its' employees whose business address is Regency House, 48 Birmingham Road, Bromsgrove, Worcestershire B61 0DD.

"You"/"Your"

means the client, client or website visitor.

2. General

2.1 The headings in this document are for convenience and do not affect interpretation.

2.2 These terms and conditions cover the use of the SPS Lifestyle Ltd website and the service provided by SPS Lifestyle Ltd to clients. By accessing the website or by using the services of SPS Lifestyle Ltd and/or its' supplier partners, these terms and conditions are accepted.

2.3 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 it's 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.

2.4 As a SPS Lifestyle Ltd client you agree as follows:-

2.4.1 to provide SPS Lifestyle Ltd with true, accurate current and complete information and to notify SPS Lifestyle Ltd of any changes in the information provided when appropriate

2.4.2 not to impersonate any other person or entity to use or a false name

2.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. We may assign our rights and obligations under this agreement. You may not assign your rights and obligations under this agreement.

2.6 If any provision of this agreement is found by a Court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions shall continue in full force and effect.

2.7 English law shall govern these Terms and Conditions.

3. Corporate Schemes

3.1 SPS Lifestyle Ltd accepts organisations, businesses, limited companies and partnerships as clients of SPS Lifestyle Ltd and the same terms and conditions apply.

3.2 It is the sole right of the corporate client to nominate the agreed number of individuals who are connected with the corporate client either as an employee, contractor or customer.

3.3 Corporate Scheme charges are agreed prior to commencement of any scheme period and are negotiated on an individual basis.

4. Supplier Partners

4.1 SPS Lifestyle Ltd will use all reasonable endeavours to source suitable service professionals to meet a client's request.

4.2 SPS Lifestyle Ltd will use its best endeavours to ensure that all companies referred by SPS Lifestyle Ltd are reputable offering quality and value to their customers.

4.3 SPS Lifestyle Ltd uses all reasonable endeavours to monitor the goods and/or services provided by supplier partners but SPS Lifestyle Ltd cannot accept responsibility for any loss, liability or cost incurred by a client as a result of any acts or omissions of supplier partners nor can SPS Lifestyle Ltd guarantee the accuracy of information supplied to clients by supplier partners. No guarantees can be given on behalf of any supplier partners.

4.4 SPS Lifestyle Ltd will not be liable under this agreement for any loss of 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 you by SPS Lifestyle Ltd 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.

4.5 Clients who purchase goods or services from supplier partners contract direct with the supplier partner on such terms as negotiated between client and supplier partner.

4.6 SPS Lifestyle Ltd will not be liable under this agreement for any loss or damage caused by the supplier, its employees or agents.

4.7 It is the responsibility of the client and supplier partner to communicate and agree the terms and conditions of business, method of work, working times and payment rates, cancellation and refund policy that will apply to any transaction between a client and a supplier partner.

4.8 In the event that SPS Lifestyle Ltd does not have a supplier on its database to carry out a requested job or task, SPS Lifestyle Ltd will take reasonable steps to find another service professional and advise the client accordingly.

5. Travel Services

5.1 SPS Lifestyle Ltd is not an authorised travel agent or tour operator and only act as an introductory agent on behalf of a client and travel services provider.

5.2 Any travel services including travel tickets and package holidays will be subject to the terms and conditions of the travel or holiday operator.

6. Tickets

6.1 SPS Lifestyle Ltd may obtain "best tickets" for sold out events either directly or through ticket agents. The client will be purchasing tickets above face value which includes a service charge imposed by SPS Lifestyle Ltd reflecting the time it took us to locate and purchase the tickets on behalf of the client.

6.2 All ticket sales are final and no refunds or cancellations can be issued after reservation or purchase of tickets.

6.3 In the event of a show being cancelled by the venue/artist/promoter, only the return of the face value of the tickets can be guaranteed. Postage fees, service charges and additional fees that may have applied are non refundable.

6.4 SPS Lifestyle Ltd is not responsible for any failure by Royal Mail to get tickets to you in time.

6.5 We shall not be liable to you if any document procured by us for you (e.g. theatre ticket) is subsequently found not to be genuine or another party will not accept it (e.g. a theatre). However, we shall use all reasonable endeavours to ensure that such documentation is genuine and bona fide.

7. Charges

7.1 Details of the current and up to date charges are available on the SPS Lifestyle Ltd website and/or in writing to the client.

7.2 The charges levied by SPS Lifestyle Ltd will be in accordance with the published charges or by a quote in writing. No variation to the published charges will be binding unless agreed in writing by SPS Lifestyle Ltd.

7.3 SPS Lifestyle Ltd's standard charges are based on work carried out from Monday to Friday between the hours of 9am and 5pm, excluding Christmas Day, Good Friday and bank holidays. Any work carried out by SPS Lifestyle Ltd outside these hours will be charged at a higher rate, but will be previously agreed between the client and SPS Lifestyle Ltd.

7.4 SPS Lifestyle Ltd will charge the client for reasonable travel time and expenses as per Pricing on our website. SPS Lifestyle Ltd will agree with the client that these charges will be levied prior to commencement of the work.

8. Payment

8.1 SPS Lifestyle Ltd's payment terms are strictly 14 days upon receipt of invoice.

8.2 Payments can be made by cash, cheque, and bank transfer to the SPS Lifestyle Ltd bank account or by credit/debit card via the SPS Lifestyle Ltd website.

8.3 In the event that payment due to SPS Lifestyle Ltd is not received from the client within 28 days of the due date, SPS Lifestyle Ltd reserves the right to charge interest from the due date until the date of payment on any balance outstanding calculated at

6.0% above the prevailing reference rate. Interest will then apply before and after any court judgment until payment is received.

8.4 SPS Lifestyle Ltd may make a search in relation to your financial status with a credit reference agency, which will keep a record of that search and will share that information with other businesses. If you are a company SPS Lifestyle Ltd may also make similar enquiries about your directors.

9. Service Requests and Cancellation

9.1 All service requests made by the client must be in writing and sent by first class post or by facsimile transmission or by email.

9.2 Service requests shall deem to have been received:-

9.2.1 if sent by first class post, two days (excluding Saturdays, Sundays and public holidays) after posting (exclusive of the day of posting);

9.2.2 if sent by facsimile transmission or email on a working day prior to 4pm, at the time of transmission or otherwise on the next working day.

9.3 The minimum period for each individual instruction is one hour payable in advance of service commencing and thereafter fees will be charged on a half hourly basis and invoiced to the client.

9.4 You have received a copy of this agreement before our tasks have been performed. You shall have the right to cancel this contract at any time up to the seventh working day from the date of SPS Lifestyle Ltd's quotation or other form of acceptance of your service request.

9.5 If you wish to cancel, you must notify SPS Lifestyle Ltd in writing by first class post addressed to SPS Lifestyle Ltd's business address. SPS Lifestyle Ltd would ask that you use reasonable endeavours to notify SPS Lifestyle Ltd of any such cancellation as soon as reasonably practicable to do so.

9.6 Where SPS Lifestyle Ltd has already commenced work, and the client wishes to cancel, the client will not be entitled to any refund and will be liable for payment for all work that has been carried out.

9.7 A client may change the commencement date of SPS Lifestyle Ltd's services without any penalty by giving seven working days notice, prior to original commencement date, in writing.

9.8 Where a client cancels goods or services from a supplier partner, the client is bound by the terms and conditions of the supplier, in accordance with the provisions of clause 4 of these terms and conditions.

9.9 A party may terminate this agreement with immediate effect by written notice in the event of material breach of this agreement by either party. If such breach is

capable of remedy, the failure to remedy the breach within 30 days (starting on the day after receipt of notice) giving details of the breach and requiring remedy to the breach and stating that a failure to remedy the breach may give rise to termination.

9.10 SPS Lifestyle Ltd reserves the right to cancel this agreement at least seven working days before the intended date of performance of the services, without giving reasons, or we shall use reasonable endeavours to notify you of any such cancellation as soon as reasonably practicable to do so.

10. Website

10.1 SPS Lifestyle Ltd will use all reasonable endeavours to ensure that the SPS Lifestyle Ltd website and email system of SPS Lifestyle Ltd is accessible at all times however there may be times when due to circumstances beyond SPS Lifestyle Ltd's control, or for maintenance purposes, the website and email system are unavailable. In these circumstances SPS Lifestyle Ltd cannot accept any responsibility for any loss or damage which clients may suffer as a result.

10.2 SPS Lifestyle Ltd will use all reasonable precautions to ensure that the SPS Lifestyle Ltd website, email system and documentation which is sent to, or accessible by clients and clients is free from viruses but SPS Lifestyle Ltd cannot guarantee that it will be completely free of viruses. SPS Lifestyle Ltd recommends that all clients maintain up to date virus protection software on their own computers as SPS Lifestyle Ltd cannot accept any responsibility for any loss or damage which clients or clients may suffer as a result of a virus received from the SPS Lifestyle Ltd website, links, email system or electronic documentation.

10.3 SPS Lifestyle Ltd adds links to its website for other parties who are not supplier partners. Any such links are provided to assist clients and visitors of the SPS Lifestyle Ltd website but the links may not have been vetted by SPS Lifestyle Ltd and SPS Lifestyle Ltd cannot accept any responsibility for the information contained in the third party sites and neither can SPS Lifestyle Ltd warrant that it is virus free. The inclusion of such links on the SPS Lifestyle Ltd website does not mean that SPS Lifestyle Ltd endorses the website or company.

10.4 Hypertext sites included on SPS Lifestyle Ltd website are provided for convenience and information only and SPS Lifestyle Ltd does not necessarily endorse them. SPS Lifestyle Ltd do not control, monitor or verify the content of third party sites and are not liable to content of the sites.

11. Confidentiality

11.1 SPS Lifestyle Ltd is committed to protecting the privacy of its clients and will handle all information, which it receives from clients, in accordance with the applicable Data Protection legislation.

11.2 We shall not be responsible for the security of communications sent by us to you or others in relation to our tasks and the services by email or fax. Please let us know if, at any stage, you do not wish to use email or fax for communications.

11.3 For further information about our confidentiality please see our Privacy Policy.

12. Complaints Policy

12.1 SPS Lifestyle Ltd endeavours to provide a high quality service to you in carrying out tasks. If you are unhappy at any time about how SPS Lifestyle Ltd performs tasks for you, please contact the Managing Director at the main office address. SPS Lifestyle Ltd would seek to investigate any such complaint as soon as is reasonably practicable and report back to you. This does not affect your statutory rights.

12.2 If you have a complaint concerning the conduct, goods or services of a supplier or other third party, the client should write directly to the supplier and send a copy of the complaint to SPS Lifestyle Ltd to assist us in assessing, for future use, the adequacy of a supplier as a provider of the relevant services.

13. Force Majeure

13.1 A "force majeure" event means an event beyond the reasonable control of either party including without limitation a strike, lock-out, labour dispute, act of God, war, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm and other circumstances affecting the supply of goods and services.

13.2 Neither party to this agreement shall be responsible to the other party for any delay in performance or non-performance due to a force majeure event. On occurrence of a force majeure, SPS Lifestyle Ltd shall inform you in writing that the event has delayed or prevented its performance under this agreement and thereafter shall take action within its power to comply with the terms of this agreement as fully and as promptly as reasonably possible.

14. Intellectual Property and Copyright

14.1 Information, documents, drawings and illustrations published by SPS Lifestyle Ltd are the property of SPS Lifestyle Ltd. Copyright and IP rights in the content of SPS Lifestyle Ltd's website belong to SPS Lifestyle Ltd.
