

**Expediens Limited  
Lifestyle Management  
Terms and Conditions**

This document (and the documents referred to in it) (together the "Terms") sets out the terms and conditions on which we will provide our lifestyle management services to you. Please read these Terms carefully – they will apply to your Expediens membership and any services you request from us. You should understand that by applying for membership or requesting services from us, you agree to be bound by these Terms. Please understand that if you do not accept these Terms, you will not be able to apply for membership of Expediens, or request any services from Expediens.

If you are applying via the Website, please click on the button marked "I Accept" at the end of this page if you accept the Terms. If you are applying using our hard-copy application form, please tick the box to indicate that you accept these Terms.

**1 ABOUT US**

In this agreement "we" and "ours" refers to Expediens Limited, which is a company registered in Scotland with company number SC353449. Our registered office is at 9 Ainslie Place, Edinburgh, EH3 6AT, and our main trading address is at 9-10 St Andrew Square, Edinburgh, EH2 2AF. "Expediens" is a trading name of Expediens Limited.

**2 DEFINITIONS**

"Supplier Services" means services or goods provided by a Third Party Supplier;

"Tasks" means tasks we carry out for you (including, for example, sourcing a Third Party Supplier on your behalf);

"Third Party Supplier" means a third party (eg. a plumber) which we, acting as your agent and not as principal, introduce you to or engage for you (as the case may be) at your request;

"Website" means the website accessible via the address [www.expediens.com](http://www.expediens.com);

"Working Day" means any day other than Saturdays, Sundays and public holidays; and

"You" means you, the client.

**3 OUR SERVICES**

3.1 We currently operate in Edinburgh, United Kingdom. We will advise you when we receive your membership application whether we operate in your area.

3.2 Expediens is a membership-based service. We cannot process any requests for Tasks to be carried out unless your membership application has been accepted and your membership fee has been paid up-to-date (if membership fee is £0 monthly then all members will be deemed to be up to date in relation to membership fees). In addition, we cannot process any requests for Tasks to be carried out where any amounts which have been invoiced to you by us remain unpaid 10 Working Days after the date of invoice.

- 3.3 You may make your request for us to carry out Tasks by telephone, email or via our web-request form, using the contact details available on the Website or as otherwise notified to you by us.
- 3.4 Our hours of service are between 9am and 5pm Monday to Friday, excluding days which are bank holidays in Scotland. You may leave a voicemail or email message outside these hours. If you would like us to carry out Tasks outside our hours of service, please let us know in advance and we will let you know if we can accommodate your request. We may occasionally need to change the hours of service (either temporarily or permanently). If we need to do this we will, where possible, display a notice on our website at least 14 days in advance.
- 3.5 You may request that we carry out any of the services set out on the Website (from time to time). You may also request any other personal/household services which are not illegal, improper or immoral.
- 3.6 We reserve the right to withdraw any of the listed services and/or to refuse to accept a request to carry out Tasks at our discretion. If we are unable to deal with any request for us to carry out Tasks, we will inform you as soon as reasonably practicable. Where we accept your request we will issue a written confirmation to you as soon as reasonably practicable.
- 3.7 We will carry out our Tasks within the timescales agreed with you, or if no timescales are agreed, within a reasonable period.
- 3.8 The transmission of data via the internet is unfortunately not completely secure. We cannot guarantee the security of communications sent by email or via the Website. Once we have received your information we will use strict procedures and security features to try to prevent unauthorised access.

#### **4 THIRD PARTY SUPPLIERS**

- 4.1 Where services or goods will be provided to you by a Third Party Supplier, the Third Party Supplier is responsible for providing you with the services and goods you request. Third Party Suppliers will impose their own terms and conditions and you are required to comply with these. It is the responsibility of the Third Party Supplier to communicate its terms of business, including cancellation/refund rights and prices, to you.
- 4.2 We have not vetted Third Party Suppliers in any way. We do not make any representations about Third Party Suppliers, including but not limited to whether the Third Party Supplier has the ability or necessary qualifications to carry out the Supplier Services. We accept no liability for determining whether the Third Party Supplier has the necessary insurances in place to carry out the Supplier Services, including but not limited to third party liability insurance, employer's liability insurance, public liability insurance and buildings insurance.
- 4.3 Where you specify criteria in relation to Third Party Suppliers (for example in relation to cost or specific qualifications), we will use reasonable endeavours to select a Third Party Supplier which corresponds with those criteria. You are under no obligation to agree to engage any Third Party Supplier recommended to you by us to perform the Supplier Services.
- 4.4 Any agreement for the provision of goods or services by a Third Party Supplier is between you and the relevant Third Party Supplier. We are not party to that agreement. We accept no responsibility or liability in relation to any formal or informal contract or agreement or arrangement which you may enter into with a Third Party Supplier.

## 5 MEMBERSHIP

- 5.1 All membership applications are subject to acceptance by us. We will notify you within 7 Working Days of our receipt of your membership application whether it has been accepted.
- 5.2 You must provide complete and correct details when you apply for membership. You must notify us in the event that any information provided by you changes.
- 5.3 Your membership is personal to you. You are responsible for ensuring that no one else uses your membership (except as set out on sections 5.4 to 5.6 below).
- 5.4 On your membership application you may nominate one (1) other member of your household (meaning a person who lives permanently with you at your home address), aged 18 or over, who is entitled to request Tasks to be carried out under your Expediens membership, on your behalf (a "**Nominated Contact**"), as set out in section 5.5 and 5.6 below. Where you choose to nominate a Nominated Contact you confirm that they have agreed to act as your Nominated Contact.
- 5.5 You are responsible for advising us of any changes to your Nominated Contacts. You may remove or add a Nominated Contact (to the maximum of 1) at any time by giving us notice at [contact@expediens.com](mailto:contact@expediens.com) or 9-10 St Andrew Square, Edinburgh, EH2 2AF or 0131 337 3444. We will issue a written confirmation of such change to you by post or email as soon as reasonably practicable. A change in Nominated Contact details will be effective once we have issued our written confirmation.
- 5.6 Where Tasks are requested on your behalf by your Nominated Contact:
- (a) you are responsible for complying with these Terms, and remain liable for all obligations under these Terms in relation to the relevant Task requested (including payment of any amounts due to us);
  - (b) you are responsible for the content of any Task request and any instructions we receive from your Nominated Contact;
  - (c) we will issue our written confirmation acceptance to your email or postal address as usual. We will also issue a copy confirmation to your Nominated Contact's email or postal address;
  - (d) we reserve the right to confirm any Task requests with you (the Expediens member) before accepting such Task request, at our discretion; and
  - (e) any Third Party Supplier we engage as part of such Task request will be engaged on your behalf, as the Expediens member (not on behalf of your Nominated Contact). Any agreement or arrangement entered into with a Third Party Supplier will be between you or the Nominated Contact and the relevant Third Party Supplier.
- 5.7 Monthly membership fees are as set out on the Website, or as otherwise notified to you. Any increase in membership fees will be notified to you by notice on the Website, and by post or email.
- 5.8 Your monthly membership fee is non refundable, except as set out in section 6 (Cancellation/Cooling Off Period).

## 6 CANCELLATION/COOLING OFF PERIOD

### 6.1 Cancellation of membership application

- 6.1.1 You have received a copy of these Terms before our Tasks have been performed. You have a right to cancel this agreement within 7 Working Days beginning with the day after the day you receive our written acceptance of your membership application (the "**Cancellation Period**"). This right does not apply where, on your instructions or with your consent, we have performed all or part of our Tasks (including engaging any Third Party Supplier on your behalf).
- 6.1.2 If you wish to cancel this agreement in accordance with section 6.1.1, you must notify us in writing at contact@expediens.com or 9-10 St Andrew Square, Edinburgh, EH2 2AF, or by telephone on 0131 337 3444 within the Cancellation Period.
- 6.1.3 If you cancel this agreement as set out in this section 6.1, we will repay to you any sum you have paid to us in respect of this agreement as soon as possible, and in any case, within 30 days.
- 6.1.4 Please see section 12 (Termination) for details of termination of this agreement where this section 6.1 does not apply.

### 6.2 Cancellation of Task requested

- 6.2.1 You have received a copy of these Terms before our Tasks have been performed. You have a right to cancel any Task requested within 7 Working Days beginning with the day after the day you receive our written confirmation of acceptance of your Task request (the "**Task Cancellation Period**"). This right does not apply where, on your instructions or with your consent, we have performed all or part of the Task (including engaging any Third Party Supplier on your behalf).
- 6.2.2 If you wish to cancel a Task requested in accordance with section 6.2.1, you must notify us in writing at contact@expediens.com or 9 – 10 St Andrew Square, Edinburgh, EH2 2AF, or by telephone on 0131 718 6008 within the Task Cancellation Period.

### 6.3 Notice Periods for Cancellation

- 6.3.1 For the purposes of giving us notice of cancellation under this section 6, notice will be deemed to be given on the day that the required notice is emailed or posted, or the day the telephone-call is made.

## 7 CHARGES AND PAYMENT

- 7.1 **Monthly Membership Fee:** You shall pay the monthly membership fee monthly in advance by standing order, credit card or debit card, unless the membership fee is £0 or waived.
- 7.2 **Our Charges:** You shall pay the charges levied by us for the performance of our Tasks. The charges for our Tasks (i.e. the tasks we carry out for you ourselves, including time spent by your relationship manager in processing your Tasks) will be levied at our standard hourly rates (set out on the Website, or as otherwise notified to you). Time will be recorded and charged on a minute by minute basis.

- 7.3 **Travel Time:** Travel time to and from your premises or for errand running purposes will be charged at our standard hourly rates (set out on the Website, or as otherwise notified to you). Travel time will be recorded and charged on a minute by minute basis.
- 7.4 **Travel Expenses:** Travel expenses, for travel to and from your premises or for errand running purposes, of up to five pounds (£5) per month are included in your monthly membership fee. Travel expenses over and above five pounds (£5) per month may be invoiced to you. Travel expenses include for example petrol, parking charges, tolls, bus fares.
- 7.5 **Third Party Suppliers Charges:** Third Party Suppliers' charges for the performance of their Supplier Services will at all times be payable by you. If we agree to tender payment for the Supplier Services to any Third Party Supplier on your behalf, it will be on the basis that we do so as your agent and that you refund any such payment to us immediately upon demand, except to the extent that you have provided the necessary funds to us beforehand.
- 7.6 **Outlays:** Any outlays reasonably incurred by us in the performance of our Tasks shall be payable by you on demand in addition to our charges referred to in section 7.2, 7.3 and 7.4. We shall consult with you in advance of incurring any single outlay greater than £25.
- 7.7 **Payments on Your Behalf:** We may at your request purchase goods on your behalf (for example a ticket for a football match, supermarket shopping). In the event that we pay for such goods, you will reimburse us for such amounts immediately on request (including any charges eg. booking fees which we have paid on your behalf).
- 7.8 **Taxes:** Our charges (as set out on the Website, or as otherwise notified to you) are inclusive of any relevant taxes unless otherwise stated.
- 7.9 **Payment Terms:** Amounts invoiced by us are payable by you from the date of invoice. We reserve the right to charge interest at 2% p/a over the base rate from time to time of The Royal Bank of Scotland plc upon any sums due which remain unpaid 10 Working Days after the date of invoice (both before and after judgement).

## 8 YOUR OTHER RESPONSIBILITIES

- 8.1 You must be at least 18 years old to apply for membership and request Tasks from us. By applying for membership and requesting Tasks you confirm that you are at least 18 years old.
- 8.2 You agree to provide true, accurate, current and complete information when providing membership details to us. You agree to notify us as soon as practical of any changes to the information provided. You agree that all details you or your Nominated Contact provide to us for the purpose of booking, ordering or purchasing products or services are correct.
- 8.3 If you engage us to perform Tasks or arrange for Supplier Services at a particular location, you will give such reasonable access to the location to us and to the Third Party Supplier as necessary for the performance of the Tasks or Supplier Services.
- 8.4 You will be responsible for obtaining from other parties (e.g. landlord/government body) any consents that may be necessary for the Tasks or Supplier Services you request to be provided.
- 8.5 You agree you will not request or use Tasks or Supplier Services for any illegal, improper or immoral purposes.

## 9 COMPLAINTS

Any complaint about the performance of a Third Party Supplier should be addressed to the Third Party Supplier. We do however, request you to notify us of any such complaint, to assist us in assessing the performance of the Third Party Supplier for future reference.

We aim to provide a high quality service to you. If you are unhappy at any time about our performance, please contact us at [contact@expediens.com](mailto:contact@expediens.com) or 9 – 10 St Andrew Square, Edinburgh, EH2 2AF. We will investigate as soon as reasonably practicable and report back to you. This does not affect your statutory rights.

## 10 YOUR PERSONAL INFORMATION

10.1 As a valued client, protection of your personal information is very important to us.

10.2 Personal information we collect

When you apply for membership you will provide us with certain information including name, email address, home address, phone numbers, occupation, employer and date of birth. When you request that we carry out Tasks for you, you may provide us with additional personal information.

We do not use cookies on the Website to collect personal information.

10.3 How your information is used

Personal information which you provide to us will be used for the purposes of this agreement, including but not limited to administering and providing any Tasks requested by you, and notifying you of any changes to our services. We may use anonymised information for market research or analysis purposes.

Your information may also be used for other purposes for which you give your consent or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998 and related data protection regulations ("Data Protection Legislation").

We follow strict security procedures required by Data Protection Legislation to ensure proper storage and security for your personal information. Our security procedures mean that we may request proof of identity before we are able to discuss personal information with you.

10.4 What we do with your personal information

We will not disclose your personal information to anyone other than Third Party Suppliers, or other third parties who need to know in order for the Tasks or Supplier Services you have requested to be provided (eg delivery company).

This disclosure may sometimes include third parties which operate in countries outside the European Economic Area ("EEA"), which do not maintain the same data protection laws as EEA countries. By providing your personal information to us, you confirm your consent to such disclosure.

10.5 Your Consent

By providing your personal information to us, you consent to us using your personal information as set out in this section 10. You have the right to access any information we may hold about you and to require us to correct any inaccuracies in your information. Expediens Limited is the data controller (registration number: PZ1626818) for the purposes of this Agreement.

## 11 **LIABILITY**

- 11.1 We warrant to you that we will carry out our Tasks with reasonable skill and care and, as far as reasonably possible, in accordance with your requests and instructions from time to time.
- 11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the value of the total amount you have paid to us in respect of your membership fee over the preceding twelve months and our charges for the Task to be carried out.
- 11.3 Nothing in these Terms excludes or limits in any way our liability:
- (a) for death or personal injury caused by our negligence;
  - (b) under section 2(3) of the Consumer Protection Act 1987;
  - (c) for fraud or fraudulent misrepresentation; or
  - (d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to: (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; or (vi) waste of management or office time however arising and whether caused by delict (including negligence), breach of contract or otherwise; provided that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 11.4.
- 11.5 We shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from our reliance upon any information provided by you or your Nominated Contact in relation to the performance of our Tasks, or the resulting supply of goods and services to you by any Third Party Supplier.
- 11.6 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions provided by you which are incomplete, incorrect or inaccurate, or arising from their late arrival or non-arrival, or any other fault on your part.
- 11.7 Where we arrange for any goods or services to be supplied by a Third Party Supplier, then we are acting as your agent in sourcing the goods or services. We do not provide any representations in relation to any of the information and suggestions provided to you in the performance of our Tasks. You are responsible for, and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of goods or services.

- 11.8 Your agreement for such goods or services is made with the relevant Third Party Supplier only. We are not a party to such agreement. All of your rights and remedies are against the relevant Third Party Supplier. We are not responsible for (i) any goods and services provided by Third Party Suppliers, (ii) any aspect of the relationship between you and any particular Third Party Supplier, or (iii) any damage, loss, cost or expense incurred by you as a result of any act or omission of a Third Party Supplier.
- 11.9 We do not guarantee uninterrupted availability of the Website, but we will make reasonable efforts to minimise any periods during which the website is not available. We cannot guarantee that the Website and any documents, files and information downloaded from the Website will be free from viruses or other harmful programs or computer code. We will not be liable for any damage, loss, cost or expense which may be suffered by any person arising from (i) interruption of availability of the Website or (ii) any such viruses or other harmful programs or computer code, or (iii) from any denial-of-service attack.
- 11.10 We shall not be liable to you if any document procured by us for you (e.g. concert ticket) is subsequently found not to be genuine or if it is not accepted by any other party (e.g. concert hall) as genuine, however we shall use reasonable endeavours to ensure that such documentation is genuine and bona fide.

## 12 **TERMINATION**

- 12.1 You or we may terminate this agreement (meaning both your membership and any outstanding Tasks at the date of termination) at any time by giving at least 28 days notice. In that case, you are obliged to pay the membership fees, and any other charges in respect of services requested by you during the 28 day period.
- 12.2 We may terminate this agreement (meaning both your membership and any outstanding Tasks at the date of termination) with immediate effect by giving written notice in the following circumstances:
- (a) You provide false information;
  - (b) You fail to make any necessary payments for a period of 14 days after any such payment was due;
  - (c) You behave in a way which we reasonably feel may adversely affect other Expediens members or staff or Expediens or our reputation; or
  - (d) You have a bankruptcy order or similar made in respect of you.
- 12.3 This agreement (meaning both your membership and any outstanding Tasks at the date of termination) may be terminated with immediate effect by either you or us giving written notice to the other party in the following circumstances:
- (a) the other party commits a material breach of this agreement (which in the case of a breach capable of remedy is not remedied within 14 days after receipt of a written notice giving full details of the breach and requiring it to be remedied); or
  - (b) the other party has a receiver, administrator, administrative receiver or similar officer appointed over the whole or a substantial part of its undertaking, property or assets; or such party passes a resolution for its winding up or a court of competent jurisdiction makes an order for winding up or dissolution of such party; or such party makes an arrangement or composition with its creditors generally or

makes an application to a court of competent jurisdiction for protection from its creditors generally.

- 12.4 Termination does not affect either party's accrued rights and liabilities at the date of termination. We shall not carry out or complete any further Tasks for you following the date of termination. On termination for any reason, we will be entitled to invoice for any charges incurred by you but not yet invoiced, and you shall immediately make payment of any sums outstanding and payable to us under this agreement. Termination of this agreement will not affect any agreement you have entered into with a Third Party Supplier.

### 13 **LEGAL**

- 13.1 Intellectual Property - We own or license all of the copyright in the Website. All other intellectual property rights are reserved. The Website is for your personal use only - you may not use it for commercial purposes. You may only download to your personal computer for viewing purposes and print out a number of pages of the Website for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell any information obtained from the Website.

- 13.2 Website - We are not responsible and shall not be held liable for the contents of any other websites which can be accessed via a link from the Website. The inclusion of links to other websites does not imply any endorsement of, or association with, such other websites by us.

- 13.3 Changes to these Terms - We may vary these Terms from time to time and will notify you of any changes by email or by post. We will also post a notice of any such changes on the Website. In the case of an increase in our charges and/or membership fees we will notify you at least 30 days prior to the increase taking effect. Your continued use of your membership constitutes acceptance of the amended Terms.

- 13.4 Notices - All notices required under these Terms must be given in writing (which includes email). All notices given by you to us must be sent to Expediens Limited at contact@expediens.com or 9-10 St Andrew Square, Edinburgh, EH2 2AF. We may give notice to you at either the email or postal address you have provided to us. In certain circumstances, we may give notice to you by way of a notice posted on the Website.

Notices will be deemed to be received: immediately in the case of notices posted on the Website; 24 hours after an e-mail is sent; or 48 hours from the date of posting of any letter (within the UK). In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post or, in the case of an email, that such email was sent to the specified email address of the addressee.

- 13.5 Transfer of rights and obligations - We may assign, transfer, subcontract or otherwise deal with our rights and obligations under these Terms. You may not assign, transfer, subcontract or otherwise deal with your rights and obligations under these Terms.

- 13.6 Events outside our control - We will not be liable for any failure to perform, or delay in performance of, any of our obligations under these Terms which is caused by events outside our reasonable control, including but not limited to: strike, lock out, labour dispute, transport difficulties, act of God, war, riot, civil commotion malicious damage, application of law, accidental breakdown of plant and machinery, fire, flood, and storm.

- 13.7 Waiver – Delay in exercising or non-exercise of any right is not a waiver of that right. No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 13.8 Severability - If any part of these Terms is determined to be invalid, unlawful or unenforceable by any court of law or other regulatory or competent body, such part shall be severed from these Terms and the remainder of the provisions will continue to be valid to the fullest extent permitted by law.
- 13.9 Third Party Rights - Each party confirms that it is entering into this agreement for its own benefit and not for the benefit of any other person. A person who is not a party to this agreement has no rights under the principle of *jus quaesitum tertio* or otherwise to enforce, or to enjoy the benefit of, any term of this agreement.
- 13.10 Entire Agreement - It is our intention that all of the terms of the agreement between us and you are contained in these Terms. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.
- 13.11 Law and Jurisdiction - This agreement is governed by and construed in accordance with Scots law. Any disputes, claims or matters arising out of or in connection with the agreement will be subject to the exclusive jurisdiction of the courts of Scotland.

#### 14 **CONTACT US**

If you have any comments, queries or concerns, please let us know by contacting us at [contact@expediens.com](mailto:contact@expediens.com) or 9 – 10 St Andrew Square, Edinburgh, EH2 2AF or 0131 718 6008.

Thank you for choosing Expediens as your lifestyle management service.