

Terms & Conditions of Business

Dickory Dock Concierge

1. DEFINITIONS & TERMINOLOGY

In this agreement “we”, “us” and “ours” refers to Dickory Dock, whose main office is at 88, Fernlea, Bearsden, Glasgow G61 1NB; “you” refers to the Client, “our tasks” means the provision of our services to you such as sourcing and engagement of a supplier to perform services; “the services” means the services which you have engaged us to obtain on your behalf from a supplier; “supplier” means a third party e.g. plumber, which we, acting as your agent and not as principal, have engaged for you to carry out services at your request. Dickory Dock website means www.dickory-dock.com

2. DESCRIPTION OF SERVICES

We are a personal concierge and lifestyle Management Company and you have engaged us to perform our tasks for you, which may include the arrangement of services to be carried out for you by us or by a supplier. Where the services may legally be carried out only by a supplier with suitable qualifications and/or insurance, we shall use reasonable endeavours to ensure that the supplier chosen by us to perform the services shall be so qualified/insured.

3. SUPPLIERS

Unless you have expressly requested or agreed to a particular supplier or a specific charge for the services, we shall make reasonable efforts to ensure that the supplier’s charges for providing the services are reasonable having regard to the local market rate for such services in the general locality of the performance of the services. We give no warranty as to any supplier’s charges for any services, which have been ordered, negotiated or arranged by you direct with the supplier.

Whilst we shall use all reasonable endeavours to ensure that any supplier selected by us is competent to carry out the services to a proper standard of workmanship and quality, we shall not be liable if his performance falls below that standard.

If so requested by you but not otherwise, we shall use all reasonable endeavours to assist you in resolving any issues or problems that arise in relation to the services provided by any supplier.

Our list of preferred suppliers is not a directory for clients to access without the arrangements for these services to be undertaken by us. Should you wish to make your own arrangements with one of such suppliers, an appropriate charge of up to one hour will be made to your account.

4. PRICING

As our client, you agree to pay on an ad-hoc basis, a 6-hour package or a 12-hour package as specified at the time of joining. If you choose a 6 or 12-hour package, a time-sheet will be sent by e-mail to you notifying you of used and unused time at that time.

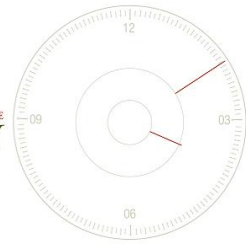
Charges for our tasks i.e. the tasks we carry out for you will be levied at our advertised rates and charged at a minimum unit time of 6 minutes. Our 6 and 12 hour packages and gift vouchers are valid for 6 months starting on and including the date of purchase.

Dickory Dock office hours are 9:00am to 5:00pm Monday to Friday excluding Christmas Day, New Year’s Day, Good Friday and bank holidays. If, at your request, we carry out tasks for you outside our office hours, our charges may bear uplift.

Dickory Dock is constantly striving to improve the benefits and services delivered to our clients and accordingly may change and/or vary the benefits package. Details of current and up to date benefits will be posted on the Dickory Dock website.

5. PERSONAL SERVICES

We require each client to supply Dickory Dock with information that we consider appropriate in order to manage the account. Dickory Dock may make enquiries to verify information provided by a potential client. By becoming a Dickory Dock client, you warrant that the information that you have provided is true and accurate and that you consent to Dickory Dock making any proper enquiries we deem reasonably necessary.



6. CORPORATE SERVICES

Dickory Dock accepts organisations, businesses and limited companies, and partnerships as clients of Dickory Dock and the same terms and conditions apply.

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

Corporate client charges are agreed prior to commencement of any period of service and are negotiated on an individual basis.

7. AD-HOC SERVICES

Anyone who is not a regular client of Dickory Dock may engage us to provide ad-hoc services for one-off jobs and errands on an hourly basis at the charges detailed on the Dickory Dock website and/or as advised to the client in writing.

The minimum period for each individual request is one hour, payable in advance of service commencing, and thereafter additional time will be charged in blocks of 30 minutes and invoiced to the client.

8. COMMUNICATIONS

Instructions can be given by you either orally or in writing. We shall not be responsible for the security of communications sent by us to you or others in relation to our tasks and services by e-mail or fax. Please let us know if at any stage you do not wish us to use e-mail or fax for any communication.

9. TERMS & CONDITIONS

It is our intention to rely upon these written terms. If you require any changes, please make sure that you ask for them to be put in writing so that we can avoid any problems surrounding what we and you are expected to do.

10. ACCESS TO PROPERTY AND TRAVEL TIME

In the event that you instruct us to arrange for services to be performed at a particular location, we ask that you 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 any hindrance. Failure to do so may result in increased charges.

Travel time to and from your premises or for any errand running purposes is chargeable at our usual advertised hourly rates, capped at 30 minutes within central Glasgow. Travel time for work requiring our physical presence outside central Glasgow 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 seven hours or more.

11. GOVERNMENT CONSENTS

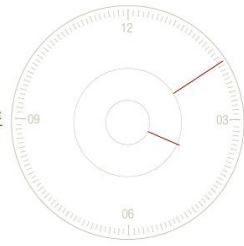
You will be responsible for obtaining from other parties (e.g. landlord) or any government or competent authority any consent that may be necessary for the services to be provided unless specifically specified by you.

12. LIABILITY

We will not be liable under these Terms & Conditions for any loss of damage caused by us or our employees or agents in circumstances where (a) there is no breach of a legal duty of care owed to you by us or by our employees or agents; (b) such loss of damage is not a reasonably foreseeable result of any such breach; (c) any increase in loss or damage results from the breach by you of any term of this agreement.

We will not be liable under these Terms & Conditions for any loss or damage caused by the supplier, its employees or agents.

We shall not be liable if any documents we procure for you (i.e. flight tickets, theatre tickets etc) are subsequently found not to be genuine or if it is not accepted by a third party as genuine. We shall however use all reasonable endeavours to ensure that such documentation is genuine and bona fide.



We shall not be liable to you if we do not perform our tasks, or the services are not performed by any third party, for reasons beyond our control e.g. 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, storm and other circumstances affecting the provision of goods and services.

We have valid Public liability insurance and professional indemnity insurance in respect of the provision of our tasks

13. PAYMENT

Unless agreed otherwise, we shall make payment for the services to any supplier and that 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 save to the extent that you have provided the necessary funds beforehand. Where services have been paid for on order, we will invoice you at point of payment.

Payment of our charges for tasks performed shall be payable on invoice. Interest at 2% pa over the base rate from time to time of the Royal Bank of Scotland will be charged upon any balance due which remains unpaid 14 days after invoice.

14. COMPLAINTS POLICY

Our aim is to provide an efficient service. Sometimes this is not possible as a result of delays or lack of co-operation on the part of suppliers or other third parties. If you are unhappy about any aspect, please discuss your concerns with us at the earliest opportunity. We will use all reasonable endeavours to respond to complaints received in writing from you in accordance with the following procedure.

- (a) Any complaint you wish to make about performance or conduct by us or by a supplier should be made in writing and sent by post or email within 30 days of the event giving rise to the complaint.
- (b) Complaints will be acknowledged within 2 working days.
- (c) We will carry out an investigation and respond to you in writing by post or email within 14 days of acknowledging the complaint outlining the next steps and what action may or may not be taken.

15. CONFIDENTIALITY

Dickory Dock 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. By instructing us you consent to us disclosing such information as is reasonable and necessary for the purpose of carrying out your instructions.

16. TERMINATION OF AGREEMENT

You have a right to cancel this agreement at any time on giving not less than 10 days notice in writing but notwithstanding such termination, where a) we have performed all or part of our tasks b) the services have been performed or c) the supplier has been engaged by us on your behalf, you will remain fully liable in terms of this agreement in respect of those services and/or tasks.

If you cancel your agreement we shall a) charge you for the tasks we have carried out for you up to the time we have received notice of cancellation at the rate decided upon between Dickory Dock and you b) be entitled to recover from you any money paid by us to a supplier in relation to the services you have requested c) be entitled to recover any money paid by us for goods reasonably required in the procurement of the services or the carrying out of our tasks (i.e. price of tickets) and d) be entitled to retain any credit balance held by us in respect of a package which has not been used in full.

We reserve the right to cancel this agreement at any time on giving at least 10 working days before the intended date of performance of the services, without giving reasons, and we shall use all endeavours to notify you of this as soon as reasonably practical to do so.