

Client Terms and Conditions

1 Acceptance of terms and conditions

The Client will be deemed to have accepted and agreed to these Terms and Conditions (which will prevail over any other terms and conditions put forward by the Client), when the Client requests GO Get Organised to provide an Individual to carry out a Placement Service.

2 Definitions

In these Terms and Conditions, the following words will have the following meanings:

Agreement - the Agreement containing these Terms and Conditions;

Individual - a person contracted by GO Get Organised to provide a Placement Service to the Client;

Client - any person, firm or company who contracts with GO Get Organised for the provision of Placement Services;

Client Engagement Form – the form sent to the Client specifying the Placement Service required and the agreed rates for the Placement Services;

Fee - means the fee described in Clause 4;

Finder's Fee - means 10% of the Individuals first year's annual salary including but not limited to base salary and fees, guaranteed and/or anticipated bonus and commission earnings, PRP, allowances, inducement payments, the benefit of a company car and all other payments and taxable emoluments (and where applicable) non-taxable emoluments;

GO Get Organised - GO Get Organised Limited is a company registered in England and Wales under company registration number 08136618, and whose registered office is at 18d Charles Street, Bath, England, BA1 1HX;

Party (or Parties) - GO Get Organised and the Client, and Party will mean either one of them; and

Placement Services - the provision of business support services [via the supply of an Individual] including but not limited to administration, PA, virtual assistant, social media management, marketing consultancy & assistance, content writing, graphic design and web development and as identified in the Client Engagement Form.

3 Placement Services

3.1 GO Get Organised will provide the Placement Services to the Client in consideration for the Client's paying the applicable Fee to GO Get Organised, subject to the terms and conditions of this Agreement.

3.2 GO Get Organised will:

3.2.1 interview Individuals before placing them with the Client;

3.2.2 ensure that the Client has given consent for the details of the role to be provided to the Individual;

3.2.3 use reasonable endeavours to check that the Individual is suitable to carry out work of such nature as the Client notifies to GO Get Organised;

3.2.4 ensure that any Individual has given his or her consent for his or her details to be submitted for the placement for which they are submitted;

3.3 GO Get Organised does not warrant the accuracy of the information provided to the Client by GO Get Organised for the purposes of the placement save in respect of any legal obligation on GO Get Organised to provide the Client with updated information where the same has been provided to or obtained by GO Get Organised.

3.4 GO Get Organised is not and warrants that its Individuals are not and do not operate as a "managed service company", as defined in section 61B of ITEPA.

4 Method of Performing the Placement Services

4.1 The Individuals are professionals who will use their own initiative as to the manner in which the Placement Services are delivered provided that in doing so the Individual shall co-operate with the Client and comply with all reasonable and lawful instructions of the Client.

- 4.2 Go Get Organised shall not be liable delay in or failure in performance of the Placement Services caused by the Client's failure to (i) provide adequate instructions to both Go Get Organised in terms of the Placement Service required, or (ii) provide Go Get Organised and/or the Individual with adequate instructions for performance of the Placement Services.
- 4.3 Go Get Organised and the Individuals may provide the Placement Services from such locations as are appropriate in Go Get Organised's judgment. When necessary the Client will provide Go Get Organised and the Individual with appropriate access to the Client's facilities as is necessary for the effective conduct of the Placement Services.

5 Fees and payment

- 5.1 The Client will pay the Fee to GO Get Organised in respect of the Placement Service. The Fee will be as set out in the Client Engagement Form.
- 5.2 The payment of Fees will be made by the Client to GO Get Organised within 7 days of the date of GO Get Organised's invoices.
- 5.3 All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 5.4 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then GO Get Organised will be entitled:
- 5.4.1 to charge interest in accordance clause 5.5 below;
 - 5.4.2 to require the Client to pay all invoices raised whether due for payment or not;
 - 5.4.3 to require the Client to pay, in advance, for any Placement Services (or any part of the Placement Services) which have not yet been performed; and
 - 5.4.4 not to perform any further Placement Services (or any part of the Placement Services).
- 5.5 The parties acknowledge and agree that the Late Payment of Commercial Debts (Interest) Act 1998 (**the Act**) applies to this Agreement. Statutory interest applies to each qualifying debt, being each debt constituted by an obligation to pay the price for services pursuant to this Agreement. For the purposes of section 4 of the Act, interest runs on a qualifying debt from the day after the due date for payment as specified by this Agreement.
- 5.6 All costs, charges and expenses incurred by GO Get Organised in recovering any outstanding account shall be paid by the Client on a full indemnity basis.
- 5.7 The Client shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding except as required by law. GO Get Organised may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by GO Get Organised to the Client.

6 Client's obligations and acknowledgments

- 6.1 The Client acknowledges and agrees that by requesting GO Get Organised to carry out an act on its behalf, the Client authorises GO Get Organised to act on the Client's behalf for that purpose.
- 6.2 The Client must treat all Individuals with courtesy and in a dignified manner. The Client, its officers or employees must not discriminate against, harass or bully any Individual and must respect the Individual's right to privacy.
- 6.3 The Client must have full regard to the provisions of the Equality Act 2010, Health and Safety at Work legislation and Data Protection Act 1998 at all times.
- 6.4 The Client shall not take on an Individual in any permanent capacity without the prior written permission of GO Get Organised. Where such permission is granted the Client shall pay to GO Get Organised a Finder's Fee.
- 6.5 The Client will not arrange separate work to that of any current placement with the Individual directly. All new placements must be notified to GO Get Organised.
- 6.6 The Client will not discuss, change or agree rates with Individuals directly. All rates must be discussed directly with GO Get Organised.
- 6.7 The Client shall:
- 6.7.1 ensure that the terms of the Client Engagement Form are complete and accurate;
 - 6.7.2 co-operate with Go Get Organised in all matters relating to the Placement Services;
 - 6.7.3 provide Go Get Organised with such information and materials as Go Get Organised may reasonably require to supply the Placement Services, and ensure that such information is accurate in all material respects.

7 Indemnity and insurance

- 7.1 The Client shall indemnify, and keep indemnified, GO Get Organised from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by GO Get Organised as a result of or in connection with the Client's breach of any of the Client's obligations under the Agreement.
- 7.2 The Client shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under this Agreement. On request, the Client shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Client shall on request assign to GO Get Organised the benefit of such insurance.

8 Confidentiality

- 8.1 Each Party (Receiving Party) will keep the confidential information of the other Party (Supplying Party) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's under the provisions of this clause 8.1, and ensure that the Receiving Party's officers, employees and agents meet those obligations.
- 8.2 The obligations of Clause will not apply to any information which:
- 8.2.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
 - 8.2.2 is, or becomes, publicly available through no fault of the Receiving Party;
 - 8.2.3 is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;
 - 8.2.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
 - 8.2.5 is required to be disclosed by order of a court of competent jurisdiction.
- 8.3 The obligations in this clause 7 will survive termination of this Agreement.

9 Warranties, liability and indemnities

- 9.1 The Client accepts and agrees that GO Get Organised gives no warranty as to the suitability and/or ability of any Individual for any placement.
- 9.2 GO Get Organised confirms that, in placing any Individual with the Client, it is not aware of anything which will cause any detriment to the interests of that Individual or the Client if the Client agrees to the placement.
- 9.3 Neither GO Get Organised nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Placement Services, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of GO Get Organised. In particular, but without limiting the generality of the foregoing, GO Get Organised will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
- 9.3.1 any failure of the Individual to meet the Client's requirements for all or any of the purposes for which the Individual is required by the Client;
 - 9.3.2 any act or omission of an Individual, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
 - 9.3.3 any loss, injury, damage, expense or delay suffered by an Individual.
- 9.4 In any event GO Get Organised will not be liable for any claims identified in clause 8.3 where the Client has failed to inform GO Get Organised within 3 working days of its occurrence.
- 9.5 Except in the case of death or personal injury caused by GO Get Organised's negligence, the liability of GO Get Organised under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Fee(s) paid or due to be paid by the Client to GO Get Organised under this Agreement. The provisions of this clause 8.5 will not apply to clause 8.7.
- 9.6 GO Get Organised will not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or

other loss of turnover, profits, business or goodwill. The provisions of this clause 8.6 will not apply clause 8.7.

- 9.7 The Client will indemnify and hold harmless GO Get Organised from and against all claims and losses arising from loss, damage, liability, injury to GO Get Organised, its employees and third parties, by reason of or arising out of:
- 9.7.1 any loss, injury, expense or delay suffered or incurred by a Individual, however caused, and/or
 - 9.7.2 any loss, injury, expense or delay suffered or incurred by a Individual arising from or relating to the Working Time Regulations 1998, and/or
 - 9.7.3 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Individual, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise, that arises directly or indirectly out of or in any way connected with arising out of or in any way connected with the Placement Services, the withdrawal by the Client of a placement, any information supplied by the Client to GO Get Organised or the Client's breach of these Terms and Conditions. Claims will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and Losses will mean all losses including, without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 9.8 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

10 Termination

- 10.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party (Other Party):
- 10.1.1 if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within [14] days, the breach is not remedied within [30] days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
 - 10.1.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
The notice will take effect as specified in the notice.
- 10.2 On termination of this Agreement, the Client will pay for all Placement Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by GO Get Organised for the performance of the Placement Services prior to the date of termination.

11 General

- 11.1 GO Get Organised will not have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of GO Get Organised. The Client will promptly notify GO Get Organised in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
- 11.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.
- 11.3 GO Get Organised may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this Agreement or to any company with which it may merge or to any company to which it may transfer its assets and undertaking, provided that it gives prior written notice to the Client. The Client may not assign, subcontract or encumber any right or obligation under this

Agreement without the prior written consent of GO Get Organised (such consent not to be unreasonably withheld or delayed).

- 11.4 This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 11.5 No failure or delay by GO Get Organised in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 11.6 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 11.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

12 Interpretation

- 12.1 In this Agreement unless the context otherwise requires:
- 12.1.1 words importing any gender include every gender;
 - 12.1.2 words importing the singular number include the plural number and vice versa;
 - 12.1.3 words importing persons include firms, companies and corporations and vice versa;
 - 12.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
 - 12.1.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
 - 12.1.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
 - 12.1.7 the headings to the clauses paragraphs of and schedules to this Agreement are not to affect the interpretation;
 - 12.1.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 12.1.9 where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.

13 Notices

- 13.1 Any notice to be given under this Agreement will be in writing and will be sent by first class mail to the address of the relevant Party set out in clause 2.

14 Applicable law and jurisdiction

- 14.1 The validity, construction and performance of this Agreement is to be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

15 Third parties

- 15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.