

TERMS & CONDITIONS

CORPORATE TERMS OF BUSINESS

1. Introduction

1.1 In these Terms of Business (“Terms”) the following expressions shall have the following meanings:

“Employment Regulations” means the Conduct of Employment Agencies and Employment Business Regulations 2003;

“Engagement” means the engagement undertaken by the Service to fulfil the role the Client has identified to us;

“Rate” means the total agreed amount payable to Pampr Me UK. We have identified to You for the provision of the Specialist which includes the Specialist’s Remuneration, Employers’ taxes and fees.

“Regulations” means the Working Time Regulations 1998;

“Services” means the services for which you undertake to provide a Specialist in the role that we have identified to you;

“Services” means the services for which you under take to provide your clients with;

“Unacceptable Behaviour” means, dishonesty, violent or abusive conduct, racist, sexist or obscene behaviour or any other serious breach of rules or codes of conduct for employees;

“Us”, “We” and “Our” refers (as the context may require) to Pampr Me trading as Pampr Me UK;

“Specialist” means the person who will fulfil the Engagement;

“You” and “Clients” refers (as the context may require) to you, our client, who has sought to engage a Specialist/service/experience/product using Pampr Me UK;

1.2 These Terms govern the placement with Pampr Me UK of the Specialist/Service/Product. These Terms override any other terms we have agreed or anything else said or in writing unless such terms are in writing, signed by Us and specifically refer to these Terms.

1.3 We act as Agents for our Specialists. We are contracting with you to provide the service however it is understood that Our Specialists contract to work through us to provide their services to you as an end client. If one of our Specialists is unable to perform the contract, we are able to substitute the contract with another Pampr Me UK Specialist.

1.4 These Terms of Business will be accepted by You as an agreed client of services supplied to your through Pampr Me UK trading as “Pampr Me UK”.

2. Services & Products

2.1 Taking into consideration the specific requirements for the Engagement, you will select the Specialist, who you deem to be the appropriate person in terms of skills, experience and availability.

2.2 You will provide Us with any relevant information pertaining to the service, product or experience as purchased, and confirmation of the holding by them of any required authorisations or consents either prior to commencement of any or all services.

2.3 We acknowledge and agree to use reasonable efforts to provide You and your clients with services and Specialists who match the skills and experience required for the engagement, outline product as described by Pampr Me UK.

2.4 We will consider the Engagement accepted unless otherwise specified.

2.5 If during the Engagement, your Client terminates their relationship with You or wishes to stop the Engagement or is prevented by ill health or other circumstances, you shall use all reasonable efforts to provide Us with reasonable notice and if applicable a new engagement date.

3. Unsatisfactory or unacceptable work

3.1 If the service performed by the Specialist is not to a reasonable standard or the Specialist has been guilty of Unacceptable Behaviour, you will in the first instance, contact Us to discuss the issue and the appropriate steps to take.

3.2 If all parties agree that the Specialist's work and or Product is unsatisfactory then we will use all reasonable efforts to replace the Specialist with another Specialist.

3.3 If the Specialist commits any Unacceptable Behaviour We will withdraw the Specialist immediately and use Our best efforts to replace the Specialist with another Specialist and complete the agreed engagement without delay or failure.

4. Supervision and control of Specialists

4.1 We will exercise all reasonable supervision and control of the Specialist and, where applicable, provide training in specific procedures and systems (including office and health and safety procedures).

4.2 You will notify Us promptly of any unsatisfactory work or Unacceptable Behaviour.

4.3 We will comply in respect to the Specialist with all statutes, by-laws, codes of practice and legal or regulatory requirements (including, without limit, health and safety requirements) to which We are subject.

4.4 You will notify Us of any particular health and safety issues and any requirements of law, regulation or a relevant professional body with which We must comply.

4.5 You hereby confirm that the Specialist is not supplied to you to provide cover (whether directly or indirectly) for any industrial dispute.

5. Fees

5.1 Payment is required within 30 days of the date of invoice (unless agreed otherwise with Pampr Me accounts team). There will be a 1.5% interest charge per month on all late payments.

5.2 We require 50% deposit at the time of booking for any bookings with a value of £500 or over. This can be paid via credit card or BACS Transfer at the time of booking.

5.3 If you need to cancel your appointment, we ask you to do so 7 days in advance. If this is not possible there will be a full charge for the agreed services.

5.4 We agree to reasonable rebates or refunds in respect to any failures to complete the engagement agreed.

5.5 You do not pay any expenses (incurred by the Specialist) in fulfilling the Engagement.

5.6 You are not responsible for the payment of the Specialist's Remuneration, including VAT (if any) chargeable by the Specialist.

5.7 We are not responsible for the payment of any products/product purchased directly from any external manufactures. Our agreement is exclusively between You and no other parties.

6. Intellectual Property & Confidential Information

6.1 You shall each keep confidential all confidential information of the Client and shall only use or disclose such information in order to properly to perform our respective obligations under this Agreement or otherwise as required by law. We may each only disclose each other's confidential information to any of our employees, consultants or agents, so long as it is subject to obligations equivalent to those set. We shall each use our best endeavours to procure that any such employee, consultant or agent complies with such obligations.

6.2 The obligations of confidentiality in this Clause 6 shall not extend to any matter which has become publicly known otherwise than through Our actions; or was in Our written records prior to the start of the Engagement; or was independently disclosed by a third party entitled to disclose it.

7. Non-solicitation for Company

7.1 The parties acknowledge that in the course of providing the Services the Specialist is likely to obtain the Company's confidential information and personal knowledge of and influence over the Company, the Company's employees and personnel. You agree to not to canvass or solicit the custom of the Specialist directly unless with explicit written prior agreement. Any failure to do so can result in a loss of earnings claim.

8. Subsidized Wellness

8.1 You will inform Us as to how much You are able to subsidize your employee bookings and the range and type of bookings you would like to be on offer.

8.2 A minimum turnover is underwritten by You and You agree to arrange payment of the difference which we will invoice you the day after the booking. (3 hrs. £90, 4 hrs. £120, 6 hrs. £150)

8.3 Cancellation policy for the Day is 48 hours.

8.4 Subject to availability employees can reschedule their appointment on the same day directly with the therapist.

8.5 Employees are able to cancel their appointments and receive a full refund up to 48 hours before the day.

9. Gift Vouchers

9.1 Gift Vouchers are valid for a period of 6 months from the date of purchase. Cannot be redeemed after expiry date.

9.2 Only one gift voucher can be used per booking.

9.3 Promotional codes cannot be used in conjunction with gift vouchers.

9.4 Gift Voucher redemption – Services must be pre-booked and strictly subject to availability. Gift Vouchers can be redeemed by phone or in person only.

9.5 Gift Vouchers are non-refundable and non-transferrable and strictly cannot be shared within individuals.

9.6 Gift Vouchers cannot be exchanged for cash in part or full and are valid for a single booking only.

9.7 Lost, stolen or destroyed gift vouchers will not be exchanged or refunded.

9.8 Pampr Me UK retains the right to reject any gift voucher that has been tampered with and/or found in any way unacceptable.

9.9 Once bookings are confirmed, cancellation policy will apply. Other T&C's apply.

General

10. Neither of us is made the agent of the other by these Terms of Business and we remain independent contractors.

11. No third party (including the Specialist) shall be entitled to enforce any terms of these Terms of Business.

12. You are not entitled to set-off any claims You may have against Us against any monies which are or may be payable to Us by You in connection with these Terms of Business or on any other basis.

13. We shall not be liable to You for indirect loss. We shall only be liable to You for direct loss to the level of the aggregate of Our fee element (but not the Specialist's Remuneration) of the Rate as agreed by both parties.

14. Nothing in this Clause limits our liability for death or personal injury or fraud.

15. This agreement will be subject to English law and the jurisdiction of the English Courts.