

# SOMERSET WHITE

## TERMS AND CONDITIONS OF MEMBERSHIP

These terms and conditions (the "Terms and Conditions") should be read carefully by the Member as they provide the legal framework against which the Company agrees to provide Services to the Member and to which the Member agrees to be bound by.

### **1. Definitions and Interpretation**

- 1.1. In these Terms and Conditions the following definitions shall apply, unless the context requires otherwise:
  - 1.1.1. "Agreed User" means a specified individual within a Member's family or personal staff as named on the Membership Application Form by the Member (or as subsequently notified by the Member to the Company in writing) as having such Member's express authority to instruct the Company to provide Services on the Member's behalf;
  - 1.1.2. "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business, with the exception of the Company closure dates over the Christmas period, which may be amended with due notice, yearly;
  - 1.1.3. "Company" means Somerset White Limited, a company registered and incorporated under the laws of England & Wales (company number 3817716) whose registered office is at 1st Floor, 591-593 Kings Road, London SW6 2EH;
  - 1.1.4. "Corporate Membership" means access of the Member (and the number of employees such membership has been purchased on behalf of) to the Services during 9am-6pm on Business Days for a certain amount of hours per Quarter as determined by the Package purchased. The minimum term of a Corporate Membership is six months;
  - 1.1.5. "Deposit" has the meaning given to it in clause 7.1;
  - 1.1.6. "Effective Date" has the meaning given to it in clause 2.1;
  - 1.1.7. "Employee" has the meaning given to it in clause 12.1;
  - 1.1.8. "Expense Account" has the meaning given to it in clause 7.1;
  - 1.1.9. "Goods" means any goods purchased by or supplied to the Company on behalf of a Member and subsequently provided to the Member under these Terms and Conditions, which goods shall be deemed to have been purchased by the Company as agent for the Member;
  - 1.1.10. "Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;
  - 1.1.11. "Main Account" means the Company's bank account, details of which can be found on any invoice issued by the Company to a Member;
  - 1.1.12. "Member" means the person or company named on the Membership Application Form or in the absence of a Membership Application form, the individual the Services are provided to in connection with any Membership where acceptance of an application has been communicated to the Member by the Company;
  - 1.1.13. "Member Confidential Information" has the meaning given to it in clause 11.1.1;
  - 1.1.14. "Member ID" means a Member's proof of address and proof of identity in a form acceptable to the Company as set out in the Membership Application Form;

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- 1.1.15. "Member Profile" means the member profile information document provided by the Company for completion by the Members;
- 1.1.16. "Membership" means Services provided by the Company to Members on either an annual, short term or other basis, dependant on the level of membership detailed in the Membership Application Form and/or agreed between the parties in writing. For the avoidance of doubt, reference to the word 'Membership' shall include all types of membership: including, but not limited to, Standard Membership, Short Term Membership, Corporate Membership, Subscription Membership and Virtual Assistant Membership or those who are made honorary members, unless specified otherwise in any clause;
- 1.1.17. "Membership Application Form" means the application form completed by an applicant in applying for Membership;
- 1.1.18. "Membership Fee" means the fee charged by the Company to the Member for membership as set out in the Price Guide which varies as per each type of Membership;
- 1.1.19. "Package(s)" means when Members buy a certain number of hours' worth of the Company's time and/or have made a payment for a retainer to the Company to perform Services in accordance with the type of Membership;
- 1.1.20. "Payment Card" means the credit card(s) or debit card(s) in the Member's name or belonging to an account controlled by the Member;
- 1.1.21. "Personnel" has the meaning given to it in clause 11.3;
- 1.1.22. "Price Guide" means the schedule detailing the Rate and certain fees chargeable by the Company to any Member in connection with the Membership and the provision of Services, as amended by the Company from time to time, a copy of which is available on request;
- 1.1.23. "Privacy Policy" means the Company's Privacy Policy, as amended by the Company from time to time;
- 1.1.24. "Quarter" means every three month period from the Effective Date;
- 1.1.25. "Renewal Date" has the meaning given to it in clause 3.2.2;
- 1.1.26. "Service Fees" means the fees and rates charged by the Company to the Member in connection with the provision of Services, as set out in these Terms and Conditions and the Price Guide;
- 1.1.27. "Services" means any services provided by the Company or any member of its Group to the Member or sourced by the Company from a Supplier for the Member and subsequently provided to a Member under the Terms and Conditions including the purchase of Goods on behalf of the Member;
- 1.1.28. "Short Term Membership" means access of the Member to the Services for six months or term otherwise agreed in writing between the Member and Company of less than one year;
- 1.1.29. "Subscription Membership" means access of the Member to the Services for a certain amount of hours per Quarter as determined by the Package purchased for the minimum term of six months;
- 1.1.30. "Sold-Out Event" has the meaning given to it in clause 6.10;
- 1.1.31. "Standard Membership" means annual access of the Services to a Member;
- 1.1.32. "Virtual Assistant Membership" means access of the Member (and the number of employees such membership has been purchased on behalf of) to the Services during 9am-6pm on Business Days for a certain amount of hours per Quarter as determined by the Package purchased. The minimum term of a Virtual Assistant Membership is one Quarter;

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1.1.33. "Supplier" means any third party supplier with whom the Company liaises in sourcing the Services while acting as agent on behalf of the Member. "Virtual Assistant Membership" means access of the Member (and the number of employees such membership has been purchased on behalf of) to the Services during 9am-6pm on Business Days for a certain amount of hours per Quarter as determined by the Package purchased. The minimum term of a Virtual Assistant Membership is one Quarter.

1.2. In these Terms and Conditions the following rules of interpretation shall apply:

1.2.1. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa;

1.2.2. the schedule forms part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions. Any reference to these Terms and Conditions includes the schedules.

1.2.3. A reference to "in writing" or "written" includes email but not fax;

1.2.4. any reference to a statutory provision shall include any amendment, replacement or re-enactment thereof;

1.2.5. a reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established including its parent, affiliate or division ;

1.2.6. a reference to a "holding company" or a "subsidiary" means a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

1.2.7. any obligation on a party not to do something includes an obligation not to allow that thing to be done;

1.2.8. any words following the terms "including", "include", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.9. the headings of clauses are intended for convenience only and shall not affect the interpretation of the Terms and Conditions.

## **2. Membership**

2.1. Within 14 days of receipt of a completed Membership Application Form, the Company will decide whether the application has been approved. The Company has absolute discretion to accept or reject any application for Membership and is not obliged to act reasonably in doing so. Subject to section 2.2, below, the Company will notify a prospective Member by email whether an application has been approved or denied. The Company is under no obligation to disclose its reasons for rejecting an application.

2.2. Notwithstanding that the Company has notified the Member that their application has been successful, the Company shall not be deemed to have accepted the membership of an applicant until (i) payment of the full Membership Fee in cleared funds; (ii) the Member ID; (iii) the Member has provided its passport, address details and other information reasonably requested as part of our 'Know Your Client' procedures and (iv) the completed Member Profile have been received from the Member, following receipt of which membership shall commence on the date notified to the Member by the Company (the "Effective Date"). The Member acknowledges and agrees that commencement of Membership shall be subject to any waiting list and therefore the Effective Date may not be immediate.

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- 2.3. Acceptance by the Company of an application for membership constitutes a binding contractual agreement between the Company and the Member or Agreed User upon these Terms and Conditions commencing from the Effective Date.
- 2.4. Membership is personal to the Member and the Member may not transfer, assign or otherwise deal in any manner with their rights and obligations under these Terms and Conditions.
- 2.5. The Company reserves the right to request further or additional Member ID at any time during the Member's membership. Failure to comply with such a request will be considered a serious breach for the purposes of clause 8.1.1.
- 2.6. The Company may assign, transfer, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions at any time, subject to giving Members 7 days' prior written notice of such intention to assign, transfer, subcontract, delegate or otherwise deal (save that the Company shall not be required to give the Member such notice in the case of a solvent reorganisation of the Company or its Group).
- 2.7. In the case of the death of a Member, the Member's personal representatives should notify the Company of the Member's death. The Company will then inform the personal representatives of any necessary documentation it requires in order to arrange for a refund of the unused balance of the Membership Fee, less deductions for Service Fees invoiced and outstanding or relating to Services carried out but not yet invoiced, to the Member's personal representatives in accordance with clause 5.

### **3. Membership Fees and Renewals**

- 3.1. The Membership Fee shall be payable by a Member irrespective of the Member's level of use of the Services or any changes in the Member's personal circumstances, such as moving to another city or country.

#### **3.2. Standard Membership**

- 3.2.1. The Membership Fee is fixed for the first year of Standard Membership. The Company will notify the Member of any increase in the Membership Fee not less than 28 days before each anniversary of the Effective Date. The Member may cancel its Membership by sending written confirmation of cancellation to the Company within 14 days of receipt of such notification.
- 3.2.2. Standard Membership is renewed automatically for a term of one year on each anniversary of the Effective Date (the "Renewal Date") at the then applicable Membership Fee unless otherwise cancelled or terminated by the Member or the Company in accordance with these Terms and Conditions.
- 3.2.3. Where the Standard Membership is renewed, the Membership Fee shall be payable in either equal quarterly instalments or monthly instalments, as agreed between the parties, which shall be payable via direct debit in line with the Payment Clause 5. The first instalment is due on the Renewal Date and subsequent instalments are due quarterly thereafter (each a "Payment Date"). Where a Payment Date falls on a day other than a Business Day, the Payment Date shall be deemed to be the next Business Day. The Member agrees to complete a direct debit mandate for the purposes of payment of the Membership Fee and any additional expenses they have agreed to in advance.
- 3.2.4. Save where the Company gives its prior written consent, it will not accept payment of the Membership Fee by any method other than that stated in clause 3.2.2.

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3.2.5. If the Membership Fee or any instalment remains unpaid after the due date for payment, any and all monies owing to the Company under these Terms and Conditions will become due and payable immediately. Such monies will include any unpaid balance of (i) the Service Fees, or (ii) the Membership Fee in respect of the Member's current year of membership.

### **3.3. Short-Term Membership and Corporate Membership**

3.3.1. The Membership Fee for Short-Term Membership or Corporate Membership is payable in advance and is non-refundable, in accordance with the Services Fees and Payments clauses below.

### **3.4. Subscription Memberships and Virtual Assistant A Memberships**

3.4.1 No Membership Fee is payable for either the Subscription Membership or Virtual Assistant Membership - however there is a non-refundable set-up fee as detailed in the Price Guide. The Service Fees purchased as part of a Package are payable in accordance with the Services Fees and Payments clauses below.

3.4.2 Subscription Memberships are for a minimum term of six months and are renewed for another Quarter automatically unless notice is given in accordance with clause 8.4.

3.4.3 Virtual Assistant Memberships are for a minimum of one Quarter and are renewed automatically unless notice is given in accordance with clause 8.4.

## **4. Service Fees**

4.1. Services are provided on the basis of an hourly charge out rate, plus VAT where applicable, which varies according to the day, time and location of the provision of Services as well as by reference to who within the Company provides them (the "Rate"). The Rate is charged in 15 minute units (for example, if the duration of the Services is 20 minutes, the Member will be charged two 15 minutes units). Full details of the Rate are found in the Price Guide.

4.2. During Standard Memberships only, any amendments to the Rate will be communicated to the Member in writing no later than 28 days prior to the intended implementation of an amended Rate. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving notice of cancellation to the Company within 14 days of the date of such notification. The Company will reimburse the Member in respect of the unexpired portion of the Membership Fee in accordance with clause 5.3. Such reimbursement will be arranged by the Company within 28 days following receipt of the notice of cancellation from the Member. For the avoidance of doubt, in the absence of a notice of cancellation, a Member's continued use of the Services shall constitute acceptance of the amended Rate.

4.3. In relation to Packages, the Company shall invoice the Member in advance. Invoices must be paid by the Member in advance of the Company providing the Services in relation to the Package.

4.4. In relation to Packages purchased as part of a Corporate or Virtual Assistant Membership, the Member agrees to complete a direct debit mandate to allow for Service Fees as part of the Package to be paid monthly by direct debit.

4.5. In relation to Packages purchased as part of a Subscription Membership, the Member agrees to complete a direct debit mandate to allow for Service Fees as part of the Package to be paid by Quarterly direct debit.

4.6. Subject to 4.3, 4.4 and 4.5 above and unless agreed otherwise, the Company shall issue monthly or Quarterly statements according to membership in respect of the Service Fees to the Member. Service Fees shall be paid by way of direct debit within 30 days from the month in which the statement is sent to the Member.

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## 5. Payments

- 5.1. Members shall pay all amounts due to the Company, whether in respect of the Membership Fee, Service Fees, Packages or otherwise, in full without any discount, deduction, set-off or abatement whatsoever either by direct debit or in advance by way of bank transfer. If the Member fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:
  - 5.1.1. suspend the Membership of the Member until such outstanding payment is settled, thereby preventing the Member from using the Services;
  - 5.1.2. cancel the Member's Membership pursuant to clause 8.1.2. Where the Company cancels Standard Membership pursuant to this clause, it shall refund the balance of the Membership Fee to the Member in accordance with clause 5.3. Where such cancellation of membership occurs, the Company cannot guarantee a former Member will be successfully re-admitted as a Member at any time following cancellation; and/or
  - 5.1.3. charge the Member interest on all overdue payments until payment is received in full (and both after as well as before judgment) at the annual rate of 4% (four per centum) above the base rate of Lloyds TSB from time to time (such interest accruing daily). For the avoidance of doubt, this charge is applicable to all Memberships.
- 5.2. Payments made by credit or debit card may be subject to handling fees as detailed in the Price Guide.
- 5.3. Any refund of the Membership Fee in relation to a Standard Membership under these Terms and Conditions will be calculated on a pro rata basis in respect of the unused period of membership comprising whole calendar months.
- 5.4. In relation to Packages which specify a total number of hours' worth of Services included within the Package price, any additional hours incurred by the Company in relation to the Services in excess of the Package shall be charged to the Member in accordance with the Rate as detailed in the Price Guide. A statement shall be provided monthly or quarterly which is payable by the Member within 30 days of receipt of statement by way of direct debit.
- 5.5. No refund shall be made in relation to Packages whether or not all hours of the Package have been utilised. For Subscription Memberships, hours that have not been utilised in one Quarter may not be carried over to the next Quarter. For Corporate and Virtual Assistant Memberships, hours that have not been used in one month may not be carried over to the next month. For Short Term Memberships and Standard Memberships any hours not utilised will no longer be able to be utilised by the Member after either the expiry of the Membership or 6 months after the Package is purchased, whichever is the earliest.

## 6. Services

- 6.1. The Company will provide the Services to the Member in accordance with the Member's requests, provided that all requests are, at the sole discretion of the Company, for lawful and moral lifestyle services in respect of the personal needs of the Member.
- 6.2. The Company shall use its reasonable endeavours to meet agreed upon timescales for delivery of Services but such timescales shall be estimates only and time shall not be of the essence for the performance of any Services.
- 6.3. The Company is entitled to act on instructions received from an Agreed User as if they were instructions received directly from the Member.
- 6.4. Schedule 1 will apply to party and event organisation.

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- 6.5. The provision of certain Services, for example, large event organisation or property searching, may be supplemented by additional terms and conditions and fees, the details of which will be sent to Members upon requesting such Services. The provision of such Services will not commence until such additional terms and conditions have either been agreed and authorised in writing or duly signed by the Member.
- 6.6. The Company reserves the right to:
  - 6.6.1. refuse to provide any Service requested; and/or
  - 6.6.2. withdraw the continuation of any Service; provided that the Company informs the Member of any refusal or withdrawal as soon as reasonably practicable.
- 6.7. The Company may utilise any member of its staff to deliver the Services, alongside any Supplier. If a Member requests a particular member of the Company's staff to deliver the Services, the Member may be required to pay additional charges which shall be communicated to the Member prior to commencement of the Services that have been requested.
- 6.8. Except where Services are to be provided by the Company or any member of its Group, the Company will liaise with Suppliers to procure the Services to be provided to the Members. The Company will communicate with Suppliers on a Member's behalf unless it considers that it is more appropriate in the circumstances for the Member to contact the Supplier directly, in which case it will advise the Member accordingly.
- 6.9. Suppliers will impose their own terms and conditions in providing the Services and Members are required to comply with such terms and conditions. Unless otherwise agreed by the Supplier, a Member shall not be entitled to cancel any Service requested where, on a Member's instructions, performance has already begun. Any charge imposed by Suppliers in connection with a cancellation of Services shall be borne exclusively by the Member. Members shall indemnify and hold the Company harmless from and against any charges, costs, damages, expenses (including attorney's fees) incurred by the Company on account of a claim or threatened claim or charge asserted by a Supplier against the Company arising out of or relating to Services requested on a Member's behalf.
- 6.10. Where the Company receives instructions from a Member to obtain tickets to a sold-out event (the "Sold-Out Event"), the Company will liaise with Suppliers to source and purchase such tickets. Members acknowledge and agree that such tickets may be purchased at a premium to their face value.
- 6.11. Where tickets are purchased by a Member knowing only a general area of the seats and not the specific seat number, the Member acknowledges that the Company has given all the information available to it at that time and that they will not hold the Company liable for any dissatisfaction of the exact location of those seats.
- 6.12. Where tickets to a Sold-Out Event have been purchased pursuant to clause 6.10 and the Sold-Out Event is subsequently cancelled for any reason, Members acknowledge and agree that any reimbursement will be subject to the terms and conditions of the Supplier and limited solely to the face value of such tickets.
- 6.13. Where a Member decides to cancel tickets arranged on the Member's behalf by the Company, the Company will not arrange refunds of: (i) the price paid for the tickets and any booking fee; or (ii) the cost of any ancillary expenses involved in purchasing the tickets.
- 6.14. Without prejudice to a Member's statutory rights, where the Company, as principal, sources and arranges the supply of Goods which are made to a Member's personal specification or are perishable in nature, such Goods will not be returnable by Members under any circumstances.
- 6.15. Where a Member requests the Company to purchase Goods on its behalf, the Member agrees that the purchase of such Goods will be arranged by the Company as agent for the Member and accordingly any contract of purchase will be entered into between the Member and the relevant Supplier.

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- 6.16. Upon a Member's request, the Company shall provide advice and recommendations to the Member in relation to Suppliers. The Company provides genuine recommendations and although the Company may receive commissions or referral fees from Suppliers as a result of a Member's decision to use that Supplier and the Member agrees that the Company may retain such commissions and referral fees, this does not influence the Company's decision to recommend a particular supplier. It is the Company's policy that such fees or commissions do not result in a higher than market value price being paid by the Member.
- 6.17. Where a Member requests that the Company purchases Goods on the Member's behalf, the Member agrees that the Company may charge mark-up fees, handling charges and any other reasonable fees incurred in the purchasing of such Goods to the Member (for example, when the Company has a trade account with a Supplier or has sourced a 'sold out' item). Such fees will be notified to Members at the time the request is made to the Company and included in the Service Fees invoice, along with the cost of the Goods. The risk in the Goods will pass to the Member upon their delivery to the Member and title will pass upon receipt by the Company from the Member of payment for the Goods (including any charges or fees). The Company give no warranties as to the quality, fitness for a particular use or otherwise of the Goods so acquired by it on the Member's behalf and the Member agrees that the Company shall not be responsible or held liable for any defect or issue in relation to such Goods.
- 6.18. Where a Member requests that the Company takes receipt of Goods or any other delivery to be made to the Company's office on the Member's behalf, the Company cannot be held responsible for any charges, taxes, levies or fees made in respect of any delivery or any Goods. The Member agrees to immediately pay any associated charge, tax or levy on any delivery or receipt of Goods by the Company (whether such charge is invoiced to the Member or Company).

## **7. Payments to Suppliers**

### *Expense Account*

- 7.1. The Company offers an Expense Account facility (the "Expense Account") to each Member (excluding those on a Corporate Membership or Virtual Assistant Membership) at no extra charge. From time to time, the Company may request that Members make a Deposit to the Expense Account on specified dates. Where a request for a Deposit is not made on the specified date, the Company may decline to provide any further Services to the Member until such Member has made the required Deposit to the Expense Account, nor must such funds be segregated, provided the Company keeps separate books and records associated with such Expense Account.
- 7.2. If the Member fails to make the required Deposits on the specified date as requested by the Company then, without limiting any other right or remedy available to the Company, the Company may suspend the membership and suspend the provision of any Services to the Member.
- 7.3. A Member may at any time request that the balance of any monies contained in the Expense Account are repaid by the Company. Such a request must be in writing and signed by the Member subject always to any legal obligations of the Company, the Company will repay the balance of any monies in the Expense Account to the Member within 14 days of receiving the written request to repay.
- 7.4. The Company may use the monies contained in the relevant Member's Expense Account in order:
  - 7.4.1. to make payments to a Supplier on the Member's behalf; and/or
  - 7.4.2. to pay an invoice.
  - 7.4.3 upon termination or cancellation of this Agreement, or upon monetary default by the Member, use all or a portion to pay any and all amounts due and owing to the Company by the Member.



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- 7.5. Upon expiry and/or termination of any Membership, should monies be left in the Client Expense Account, the Company will make all reasonable attempts to return any remaining monies. After exhausting all reasonable attempts to return such monies, after a period of three years from the date of expiry and/or termination of any Membership, the Company shall be entitled to keep such monies in its account and make no further attempts to return the monies to the Member.
- 7.6. A complete breakdown of all movements into and out of the Expense Account during each calendar month will be provided in the statement of account which will be sent to Members within 14 days of the end of each month.
- 7.7. In relation to any deposit made to a Member's Expense Account or the Main Account, the Company reserves the right to ask for, and the Member agrees to provide, details of the transferring bank account or other source of funds.

## *Payment Card*

- 7.8. If the Member does not have an Expense Account or the Member's Expense Account does not contain sufficient funds to pay a Supplier, the Member hereby authorises the Company to use a Payment Card to make payments to Suppliers on the Member's behalf on condition that a Member has requested and authorised the Company to do so and confirmed which Payment Card is to be used. The Member acknowledges, warrants and agrees that:
  - 7.8.1. the Company shall have no liability in respect of or be responsible in any way for any use of a Member's Payment Card by such Supplier;
  - 7.8.2. the Payment Card used will be that of the Member or authorised employee; and
  - 7.8.3. the Payment Card will be in sufficient funds to cover in full the cost of the goods or services supplied by the Supplier.
- 7.9. If the Member does not wish the Company to use a Payment card or wishes the Company to use an alternative payment method to a Payment Card for the payment of certain Suppliers, the Member must notify the Company at the time of requesting the relevant Services.
- 7.10. From time to time a Member may instruct the Company to make a restaurant reservation on his or her behalf. Where such reservation is subsequently cancelled by the Member, the Member authorises the Company to deduct the amount of any deposit forfeited by the Company as a result of such cancellation from the Member's Expense Account or card on file.

## **8. Cancellation and Suspension of Membership**

### *Cancellation by the Company*

- 8.1. Without affecting any other right or remedy available to it, the Company reserves the absolute right to cancel the membership of any Member (at its sole discretion) with immediate effect in the following circumstances:
  - 8.1.1. where a Member commits a serious or repeated breach of these Terms and Conditions and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
  - 8.1.2. if any part of the Membership Fee, Service Fees, Packages or payment to be made to a Member's Expense Account remains unpaid 30 days after its due date for payment; or
  - 8.1.3. if a Member provides the Company with details which the Member knows to be false when applying for membership.

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If the Company terminates for any of the reasons in this clause, it reserves the right to retain a proportion of the money paid under these Terms and Conditions to cover any reasonable costs incurred, including legal expenses.

- 8.2. Without affecting any other right or remedy available to it, the Company may cancel a Standard Membership upon giving not less than three months' written notice to the Member.
- 8.3. Without affecting any other right or remedy available to it, the Company may cancel a Short-Term Membership upon giving not less than two week's written notice to the Member.

## *Cancellation by the Member*

- 8.4. Subject to clause 8.5:
  - 8.4.1. A Member on a Standard Membership shall not be entitled to cancel a Standard Membership during the initial 12 month period.
  - 8.4.2. A Member on a Short-Term Membership shall not be entitled to cancel a Short-Term Membership until the expiry of the agreed term.
  - 8.4.3. After the expiry of the initial Quarter, Members on a Virtual Assistant Membership may either alter their Package hour commitment or may cancel their Membership by giving notice 30 days in advance of the expiry of the Quarter in order not to auto-renew.
  - 8.4.4. Members on a Corporate Membership may alter their Package hour commitment Quarterly and are committed to a minimum term of six months, however they may cancel their Membership by giving notice 30 days in advance of the expiry of each six-month period in order not to auto-renew.
  - 8.4.5. Those on Subscription Memberships are committed to a minimum term of 6 months and may cancel their Membership by giving notice 30 days in advance of the anniversary of the Effective Date in order not to auto-renew for further six-month periods.
- 8.5. A Member may cancel their membership by giving notice in writing to the Company within 14 days of the date of notification of their successful application. In such circumstances, the Member will receive a full refund of the Membership Fee. Where the Member requests Services within 14 days of the Effective Date, the Member's right to cancel in accordance with this clause will end from the date performance of the Services begins.
- 8.6. Where a Member cancels membership pursuant to clause 8.5 the Company will lose the time it has spent in processing the Member's application. Therefore, the Company reserves the right to charge the Member an administration fee of £500 plus VAT which will be sufficient to cover the Company's lost expenses and handling charges. This will be deducted from the Membership Fee refund owed to the Member.
- 8.7. Subject to clauses 8.4 and 8.5, Members are entitled to cancel Standard Membership by giving not less than 28 days' notice prior to a Renewal Date. For the avoidance of doubt, if such notice is not received from the Member within such period, the Company may proceed to invoice the Member and process payment of the Membership Fee in accordance with clause 3.
- 8.8. Where Standard Membership has been cancelled in accordance with clause 8.7, the Member must ensure that any mandate or direct debit for payment of its Membership Fee has also been cancelled. Where the Member fails to do so, the Company will be required to repay the Membership Fees or relevant part thereof to a Member due to the Member's omission. In such circumstances, the Company will lose time spent in arranging for such repayment to the Member. The Company therefore reserves the right to charge the Member an administration fee of £250 plus VAT per repayment which is sufficient to cover its lost expenses and handling charges.

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- 8.9. In addition to the rights of cancellation under this clause 8, Members shall be entitled to cancel Standard Membership in accordance with clauses 3.2.2, 4.2 and 16.9.

## **9. Consequences of Cancellation**

- 9.1. Any provision of these Terms and Conditions which, by their nature, would survive termination, cancellation or expiration, will survive any such termination, cancellation or expiration of these Terms and Conditions however occurring, including but not limited to: clause 1 (Definitions and interpretation), clause 9 (Consequences of Cancellation), clause 10 (Liability), clause 11 (Confidentiality), clause 12 (Employment by Member of Employees of the Company), clause 14 (Anti-Money-Laundering), clauses 16.1 and 16.2 (Third Party Rights), clauses 16.3 and 16.4 (Waiver), clauses 16.5 and 16.6 (Severance), clause 16.7 (Governing Law) and clause 16.8 (Jurisdiction).
- 9.2. Cancellation of membership and/or termination of these Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the Company (or any member of its Group) or the Member that have accrued up to the date of cancellation or termination, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before such date.

## **10. Liability**

- 10.1. The Company warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, such provision will accord with the Member's request and instructions.
- 10.2. Where the Company selects a Supplier to provide Services to a Member, it will use reasonable care and skill in selecting and engaging such Supplier. Save as provided in clause 10.1, the Company does not provide any recommendations or representations or offer any warranties as to the quality, fitness for a particular use or otherwise of the Goods or the standard of Services supplied. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- 10.3. Members should note that the successful sourcing of Suppliers is always subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, the Company will use reasonable endeavours to ensure that a substitute Supplier is located. The Company shall not be responsible for any actions of Suppliers.
- 10.4. Members must rely on their own judgment and discretion in selecting and using the Services offered by a Supplier and in entering into any contract with a Supplier. Any Goods or Services provided by the Supplier will be governed by the contract formed between the Member and the Supplier. The Company will not be responsible for any Goods or Services provided by the Supplier but will use its reasonable endeavours to assist Members in any subsequent dealings with Suppliers.
- 10.5. On occasions, the Company may be asked to make recommendations to Members. When making such recommendations, the Company shall use reasonable endeavours to ensure that such recommendations are accurate. However, the Company does not warrant to Members that such recommendations are accurate or that they will be to the Member's own satisfaction. Members must make and rely on their own enquiries in relation to such recommendations. The Company accepts no liability for any goods or services provided to a Member in the course of acting upon such a recommendation.
- 10.6. Contracts which Members enter into with Suppliers are independent and not connected to or subject to these Terms and Conditions. The Company disclaims any and all liability for any act or omission of any Supplier or any loss incurred by a Member as a result of any act or omission of a Supplier.

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- 10.7. The Company does not limit or exclude its liability for (i) death or personal injury caused by its negligence or that of its employees, (ii) fraud or fraudulent misrepresentation or (iii) any other liability which cannot be limited or excluded by law.
- 10.8. Subject to clause 10.7, the Company's liability whether arising from negligence, tort, breach of contract or other obligation or duty is limited to the amount of the Membership Fee and Members are responsible for making their own arrangements for the insurance of any excess loss.
- 10.9. Subject to clause 10.7, the Company will not have any liability to the Member for any claim, whether arising from negligence, tort, breach of contract or other obligation or duty, to the extent that such claim is or can be characterised as a claim for (or arising from):
- 10.9.1. loss of revenue or profits;
  - 10.9.2. loss of sales or of business opportunity;
  - 10.9.3. loss of agreements or contracts;
  - 10.9.4. loss of or damage to goodwill or injury to reputation;
  - 10.9.5. indirect, consequential or special loss or damage;
  - 10.9.6. loss of use or corruption of software, data or information; or
  - 10.9.7. anticipated savings.
- 10.10. The Company shall not be liable to the Member and will not be deemed to be in breach of these Terms and Conditions for any delay in performing or failure to perform the Services where such delay or failure is due to causes or events beyond the Company's reasonable control.
- 10.11. The Member shall indemnify the Company against all liabilities, costs expenses, damages and direct losses, loss of reputation and all interest, penalties and legal costs and other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with any breach of clause 12 or clause 14.

## **11. Confidentiality**

- 11.1. Except to the extent set out in this clause 11, or where disclosure is expressly permitted elsewhere in these Terms and Conditions, the Company shall:
- 11.1.1. treat all confidential information that the Company holds in relation to the Member ("Member Confidential Information") as confidential applying the same security measures and degree of care to such Member Confidential Information as the Company applies to its own confidential information; and
  - 11.1.2. not disclose the Member Confidential Information to any other person without the Member's prior written request.
- 11.2. Clause 11.1 shall not apply to the extent that such Member Confidential Information:
- 11.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the Company or its representatives in breach of these Terms and Conditions), or;
  - 11.2.2. was available to the Company on a non-confidential basis prior to disclosure by the Member; or
  - 11.2.3. was, is or becomes available to the Company on a non-confidential basis from a person who, to the Company's knowledge, is not bound by a confidentiality agreement with the Member or otherwise prohibited from disclosing the information to the Company;

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- 11.2.4. was lawfully in the possession of the Company before it was disclosed to it by the Member as evidenced by written records; or
- 11.2.5. the parties agree in writing is not confidential or may be disclosed.
- 11.3. The Company may disclose the Member Confidential Information to (i) its employees, staff, agents, consultants ("Personnel"), and (ii) Suppliers who are directly involved in the provision of the Services and who need to know the Member Confidential Information. The Company shall ensure that such Personnel and Suppliers are aware of, and comply with, these confidentiality obligations.
- 11.4. The Company shall not, and shall procure that the Personnel do not, use any of the Member Confidential Information received otherwise than for the purposes of these Terms and Conditions and the provision of the Services.
- 11.5. In the event that the Company has entered into a separate Confidentiality Agreement with the Member, and in the event of a conflict between these Terms and Conditions and the terms of such Confidentiality Agreement, the terms of the confidentiality agreement shall control. The Company may disclose the Member Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Member as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the Member in relation to the content of such disclosure.
- 11.6. The obligations in this clause 11 shall survive any termination of membership.

## **12. Employment by Member of Employees of the Company**

- 12.1. For the purposes of this clause 12, "Employee" means any employee of the Company or any member of its Group.
- 12.2. The Member is not permitted to solicit or employ or otherwise engage or seek to engage (whether under a contract of employment or otherwise) any Employee within the period of twelve months following the termination of the Employee's employment with the Company or any member of the Company's Group. If the Member is in breach of this provision and the Employee provides services directly or indirectly to the Member within such twelve month period, the Member shall either immediately notify the Company or the Company shall notify the Member if they become aware of such employ, in which case, the Company shall be entitled to charge the Member a fee representing 40% (forty per centum) of the Employee's annual basic salary and guaranteed bonuses (as at the date of the termination of employment) (the "Agreed Sum") payable within 30 days upon notification by either the Member or the Company.
- 12.3. The Member acknowledges and agrees that:
- 12.3.1. the Agreed Sum is a genuine and conservative pre-estimate of loss that the Company will suffer as a consequence of the Employee leaving the Company;
- 12.3.2. there are inherent difficulties in determining (at the Effective Date) a precise pre-estimate of the potential losses which the Company or any member of its Group, as the case may be, will incur and that the Agreed Sum represents the parties' best estimate in calculating such losses;
- 12.3.3. the Agreed Sum is a reasonable sum in the circumstances and is not out of proportion to the Company's legitimate interests in training and securing its employee base;
- 12.4. Notwithstanding this or any other term or provision of these Terms and Conditions, the Member agrees that the Company shall be entitled (at its sole discretion) to pursue and rely on any and all other remedies available to it.
- 12.5. The obligations in this clause 12 shall survive any termination of membership.

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## **13. Data Protection**

Members should refer to the Company's Privacy Policy for information on how the Company uses and protects Members' personal information provided to it by Members.

## **14. Anti-Money Laundering**

Members warrant and agree that they have complied with (and will continue to comply) with all applicable anti-terrorism, anti-corruption, anti-money laundering and human rights laws and regulations, and that no payment made to the Company during any Membership is made that is inconsistent with all such laws and regulations.

## **15. Notices**

15.1. Any notice or other communication to be given under or in connection with these Terms and Conditions shall be in writing and shall be:

15.1.1. delivered by hand or by pre-paid first class post or other next working day delivery service at, in the case of the Company, its registered office or, in the case of the Member, at the address set out in the Membership Application Form; or

15.1.2. sent by email to, in the case of the Company, [notices@somersetwhite.com](mailto:notices@somersetwhite.com) and, in the case of the Member, the email address set out in the Membership Application Form or such email address we have been instructed to use by the Member.

15.2. Any notice or communication sent in accordance with clause 15.1 shall be deemed to have been received:

15.2.1. if delivered by hand, on the signature of the delivery receipt; if sent by pre-paid first class post or other next working day delivery service, at 9am on the second working day after posting; or

15.2.2. if sent by email, at 9am on the next working day after transmission.

15.3. This clause does not apply to the service of any proceedings or other documents in any legal action, arbitration or any other method of dispute resolution.

## **16. General**

### *Third party rights*

16.1. Subject to clause 16.2 nothing in these Terms and Conditions is designed to give any other person any rights or remedies under the Contracts (Rights of Third Parties) Act 1999.

16.2. These Terms and Conditions are for the benefit of the Company and the members of its Group, any one of which may enforce them as if they were a party to them.

### *Waiver*

16.3. A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default.

16.4. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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## *Severance*

- 16.5. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 16.6. If any provision or part-provision of these Terms and Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## *Governing law*

- 16.7. These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.

## *Jurisdiction*

- 16.8. The parties irrevocably agree that The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions, their subject matter or formation.

## *Variation*

- 16.9. The Company may vary the Terms and Conditions from time to time and will notify Members in writing in advance 28 days prior to such variation. Upon receiving a notice of a material or substantial variation of these Terms and Conditions, a Member may cancel membership by serving notice in writing or email to the Company within 14 days following receipt of the notice of variation. In such circumstances, the Company will reimburse the Membership Fee in accordance with clause 5.3. A Member's continuing request for or use of Services will constitute acceptance of the varied Terms and Conditions in any event.
- 16.10. Where Members wish to raise any queries, concerns or complaints with the Company, it should write to the Company at 1<sup>st</sup> Floor, 591-593 Kings Road, London SW6 2EH.
- 16.11. Except as expressly agreed otherwise by the Member and the Company in writing, the Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matter. Except as expressly agreed otherwise by the Member and the Company in writing, no other right exists between the parties and none shall be implied from conduct or otherwise.
- 16.12. Except as expressly provided in clauses 16.5, 16.6, 16.8 and 16.9, the Company shall be bound by any amendment, supplement, cancellation or discharge of the Terms and Conditions, except if the same is in writing and signed by an authorized officer of the Company.

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## **Schedule 1 Event Organisation**

1. This Schedule applies to a request by a Member for the provision of Services in relation to the organisation of an event (the "Event") but does not apply to any hire of any venue at which the event will take place or other third party services.
2. The details of the event, budget, fixed fee and services to be provided shall be agreed between the Company and the Member and set out in a side letter (the "Side Letter") to these Terms and Conditions.

### **Event Fee and Expenses**

3. Service Fees for the provision of Services in relation to the organisation of the Event will be charged on the basis as set out in the Price Guide. Unless the Member requests separate invoicing in relation to the Event, the Service Fees so incurred will be included in the usual monthly statement issued in accordance with clause 4.6 of these Terms and Conditions. In addition, the Company and the Member will agree a fixed fee to be set out in the Side Letter (the "Event Management Fee") which shall cover overseeing the final set up of the Event, the Event itself and post-Event breakdown and reinstatement of the venue. The Event Management Fee will be invoiced upon completion of the Event and, subject to any alternative arrangement set out in the Side Letter, will be payable within 14 days of the date of such invoice.
4. The Company shall be reimbursed by the Member for authorised expenses incurred by it in connection to the Event. Such expenses shall be invoiced by the Company to the Member on a monthly basis and shall be subject to the payment terms set out in clause 5 of these Terms and Conditions.

### **5. Postponement or cancellation of the Event**

- 5.1. The Member shall be entitled to postpone or cancel an Event only by notifying the Company in writing.
- 5.2. In the event of postponement or cancellation, the Company shall be entitled to: (i) payment in full for time incurred in the provision of Services in connection with the Event as at the date of postponement or cancellation, whether already invoiced or not, together with any time incurred following the postponement or cancellation in dealing with arrangements, including liaising with third party suppliers, (ii) reimbursement for any and all expenses including, but not limited to, any deposits the Company made to third party suppliers in anticipation of the Event, and (iii) in the event any payment is demanded from any third party suppliers with whom the Company has entered into an agreement on the Member's behalf in connection with the Event, reimbursement for any such payment the Company remits to such third party suppliers.

### **6. Liability and Insurance**

- 6.1. The Company shall, at its sole cost and expense, maintain in force adequate commercial general liability, errors and omissions and other forms of appropriate insurance (the "Company Insurance"). The Company Insurance shall be in respect of the Company's insured risks only and shall not cover any employee of the Member or third parties. The Company Insurance does not limit a Member's liability nor release a Member from its responsibilities and/or obligations and does not absolve any act or omission on the part of a Member or any member of its Group.
- 6.2. The Company advises Members to take out additional insurance, which would be at their sole cost and expense.



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- 6.3. Where the Company enters into contracts with third parties whose services are required for the execution of the Event ("Event Suppliers"), the Company disclaims any and all liability for any act or omission of such Event Suppliers or any loss incurred by a Member as a result of any such act or omission and, for the avoidance of doubt, the provisions of clauses 10.7 to 10.10 of these Terms and Conditions shall apply.

## 7. **Event Supplier, Costs and Deposits**

- 7.1. The Company will contract with and facilitate payment to Event Suppliers. The Member agrees to forward by bank transfer all necessary funds, including, without limitations, deposits, in a timely and efficient manner to the Members' Expense Account.
- 7.2. All monies due and owing to the Company in connection with the Event shall also be made by bank transfer to the Members' Expense Account. Failure to provide deposits and payments in a timely manner releases the Company from any consequences, foreseen or unforeseen, as to the production of the Event, including, but not limited to, loss of deposits and cancellation of the Event.

## 8. **General**

- 8.1. Where the Event cannot proceed for any reason beyond the Company's reasonable control, the Services shall be deemed to have been completed. In such circumstances the Company shall notify the Member accordingly and upon receiving such notice, the Member shall be liable to pay the Company a sum in respect of the time incurred by the Company up to the date of such notice on the basis set out in the Price Guide, together with any other third party charges and expenses actually incurred or which at such date cannot be cancelled. The Company shall give credit for any sums already paid by the Member in respect of the provision of the Services as set out above.