

THE SYBARITE LONDON LTD – SUPPLIER TERMS & CONDITIONS

These Supplier Terms and Conditions incorporate and are in addition to all of the terms and conditions and policies on the website www.thesybarite.co and always apply when you are a Supplier.

You agree to these terms when you register to be a Supplier and each and every time you use the website or our services. Should you need any help please email us at info@thesybarite.co.

DEFINITIONS

1. “Member” means the person and/or organisation who uses our website and our services and may be introduced to Suppliers by us.
2. “Consumer” shall have the meaning ascribed in regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
3. “Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, any contact or database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property rights recognised in any part of the world, whether or not presently existing or applied for, which are held by the owning party.
4. “Sybarite Services” means the services that we provide to Suppliers.
5. “Purchase Order” means the document which details the Sybarite Services which will be provided by us to the Supplier.
6. “Supplier” or “you” means any person and/or organisation who we introduce to a Member or a Consumer and who agrees to provide their (supplier) services to that Member or Consumer.
7. “Supplier Services” means the services and/or products which are provided to the Member by a Supplier who is introduced to them by us. .
8. “Terms and Conditions” means these Terms and Conditions which also incorporate all policies and other Terms and Conditions displayed on our website and will also include any special terms and conditions agreed in writing by us.
9. “We”, “Us”, means the organisation who owns this website and supplies membership services and Sybarite Services, The Sybarite London Limited, a Company registered in England and Wales, company registration number 08966458 whose Registered Office is at Pound House, 62a Highgate High Street, London, England, N6 5HX. E-mail address: info@thesybarite.co, Telephone number: 020 7959 4134. We are not registered for VAT.
10. “Website” means the Website and all contents at www.thesybarite.co
11. “Working days” means any day from Monday to Friday inclusive, from 9am to 5pm, but excludes all public holidays in England and Wales.

WHAT WE DO

12. We provide membership services to Members and our Sybarite Services to Suppliers - we are an online marketplace and facilitator bringing together Members and Suppliers who wish to purchase/supply services and/or products. Our role is to bring together Members and Suppliers to facilitate personalised experiences which members may then choose to purchase, supplied directly by the Supplier.
13. Sybarite Services are designed to assist Suppliers to offer their Supplier Services to members to provide experiences which Members can purchase. Sybarite Services comprise of a number of services including
 - a. Experience creation package – where we assist an individual Supplier or bring together a selected group of Suppliers to help build a unique experience which will be displayed on the website. For example, a trip to a

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- Grand Prix event may bring together individual Suppliers for transport, hotel accommodation and catering.
- b. Experience Listing Package – where an experience (or part of one) which you will supply is listed on the website for members to purchase.
 - c. Additional Premium Services – these are bespoke services which we will agree with you and detail in a Purchase Order.
14. Once a Supplier has agreed to offer Supplier Services for sale these experiences are offered to Members on the website with details of how the member can purchase the experience. Unless otherwise agreed in a separate written agreement with a Supplier, once a Member agrees to purchase an experience incorporating your Supplier Services we will
- a. facilitate payment - according to the terms of the individual experience, this may be payment in stages or in one lump sum, as agreed.
 - b. advise the Supplier(s) involved accordingly within 3 working days of our confirmation of a Member's purchase.
 - c. we will obtain payment from the Member and, in turn, make payment to you.
15. If we have specifically agreed to supply any information, report or documentation, it will be in whatever format and contain the information that we, in our sole and absolute discretion, deem appropriate.
16. Except as expressly stated in our terms and conditions or those statutory warranties which apply to consumers, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Sybarite Services to be provided by us.

TAKING PAYMENT FROM MEMBERS

17. Member's payments for Supplier services
- a. We are not responsible for delivering Supplier Services to Members However, we do facilitate payment which will be made according to the timings and methods agreed with Suppliers in respect of each experience.
 - b. Once a Member has agreed to purchase an experience incorporating your Supplier Services then, unless you have our express written agreement otherwise, you will use our administrative assistance and we will raise an invoice with the Member on your behalf, and payment will be made by the Member directly to us on your behalf.
 - c. Once a Member makes payment we will deduct any outstanding fees to us and make payment to you immediately as agreed per the term 50% on booking and clearing the remainder of payment 7 days prior to the event date. This will be paid by Bank Transfer using the details you provide to us.
 - d. Where payment or any part payment is overdue (such as if there are problems with the Member's payment method or payment does not clear or is not made on time), then unless your Supplier terms of business for the applicable experience state otherwise, we reserve the right to
 - i. immediately cease or suspend the provision of any Services until we receive full cleared payment on your behalf.
 - ii. charge interest at the rate of 8% per annum on the amount outstanding from the date that the invoice was due to be paid until we receive cleared payment of all outstanding amounts on your behalf and we may recover reasonable costs in obtaining payment.
18. Members - Returned payments and chargebacks
- If for any reason we have to return a payment (deposit, full or part payment) made by a Member to that Member or any other party, such as a third party payment provider (a returned payment) then you are responsible for reimbursing us for the full amount of the returned payment made. Reimbursement payment must be made by you to us within 7 days of the date that we notify you that a reimbursement payment is due.

MEMBER OBLIGATIONS

19. As part of our terms and conditions with Members, they confirm and agree that:
 - a. They understand that we provide Membership Services by bringing together Members and Suppliers and we do not supply Supplier Services. Therefore we have no liability in respect of any Supplier Services.
 - b. They will enter into a formal agreement with their chosen Supplier and will be required to comply with the terms of that Supplier but that they will be liable to make the agreed payment for their services to us on behalf of the Supplier as and when it becomes payable.
20. Membership Services are provided to Members on the basis of the details and information supplied so it is important that they provide detailed and accurate information to us.
21. Members are happy for us to share their details and any information which they provide with Suppliers

SUPPLIER'S OBLIGATIONS

22. As a Supplier you confirm and agree that:
 - a. You understand that we provide Membership Services facilitating unique experiences, bringing together Members and Suppliers and we do not supply Supplier Services. Suppliers will at all times clarify this to the Members and any other relevant parties. Therefore we have no liability in respect of any Supplier Services.
 - b. You have read and understood our Supplier Terms and Conditions and agree to be bound by them
23. Sybarite Services and experiences are based on the information that you, as a Supplier, provide to us. Each Supplier must ensure that they provide accurate and up-to-date information which complies with any applicable legislation or other requirements to include, but not limited to
 - a. details of the Supplier and exactly what Supplier Services are to be provided and
 - b. the date services and/or products are to be provided and
 - c. the price to be paid by a Member , including whether any VAT is due and how and when the price is payable and
 - d. the terms, conditions and policies which relate to the experience and Supplier Services and/or products – this is particularly important if there are any health and safety considerations
 - e. information required to comply with consumer legislation, including, but not limited to, the Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
24. Suppliers understand that anything which they supply must comply with the law, their agreement/contract and the Supplier obligations.
25. Where a Supplier agrees to work with a selected group of Suppliers to help build a unique experience each Supplier agrees that their own details and the details provided in respect of the experience can be shared with other Suppliers and, ultimately, Members.
26. Once a Supplier has agreed to offer Supplier Services for sale then each Supplier is under an obligation to provide those services in accordance with what has been agreed. However, if because of any reasonable events beyond your control you are unable to provide Supplier Services which have been ordered by a Member then you must advise us, in writing, within 1 working day of our confirmation of the Member's acceptance.
27. You will supply Services to the best of your ability, with reasonable skill and care, to a reasonable standard and in accordance with any relevant legislation, recognised standards and codes of practice and the description of such Services agreed for each experience. You will deal with complaints in accordance with the law and in a

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- reasonable and fair manner, adhering to any relevant complaints standards laid out in any body or organisation of which you are a member.
28. You will hold, as required by law or other applicable body or organisation of which you are or should be a member, any applicable current and valid
 - a. insurance
 - b. DBS certification/check
 - c. professional or business certification
 - d. anything else which a business providing services and/or products like yours should hold
 29. You understand that we reserve the right to refuse to introduce/continue introducing any organisation and/or specific individual where we, at our sole discretion, believe that you
 - a. do not meet the necessary levels of competence, skills and fitness
 - b. behave in such a way that we believe that they may cause a danger to themselves or others or may bring our organisation into disrepute.

CANCELLATION AND TERMINATION

30. Since you are supplying services wholly or mainly outside their trade, business, craft or profession the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will not provide you with the right to cancel some orders made at distance.
31. You can cancel your use of our services by letting us know this in writing, using the email address at Clause 9 above, giving us 7 days notice.
32. Any Fees already incurred remain payable to us.
33. Any agreement between us will automatically terminate if either party, as applicable, passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an Order to that effect; ceases to carry on its business or substantially the whole of its business; is declared insolvent; convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

HELP, QUERIES, COMPLAINTS AND NOTICES

34. Queries and complaints about us, services or the Website must be addressed in writing to us, either by post or by email using our email address or postal address at Clause 9 above. We aim to respond within 7 working days of receipt. If any cause of complaint may amount to a breach of any of these Terms and Conditions, then you must allow us 30 days to remedy that breach.
35. In the event of a dispute between us, you agree to attempt to settle any dispute in good faith and, as we request, by mediation before any arbitration or litigation is commenced. We are not bound by any trade or professional approved code of practice, code of conduct or alternative dispute resolution in relation to complaints.
36. Notices for us must be in writing by
 - a. email to us at info@thesybarite.co and for you, using your most recently provided email address. Notices by email are deemed to have been received on the day on which they were sent following a valid successful delivery receipt being retained by the sender OR
 - b. post to our address at Clause 9 above and for you, using your most recently provided address, using a tracked service where the sender retains details of posting and a signature is obtained from or on behalf of the addressee. Notices by post will be deemed to have been received on the date that Royal Mail obtains a record of receipt from or on behalf of the addressee.

LIMITATION OF LIABILITY AND INDEMNITY

37. In so far as the law provides we will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by any Member or any Supplier or any third party howsoever caused, including as a result of any negligence, breach of contract, misrepresentation or otherwise.
38. Time is not of the essence and time limits provided are estimates only. We will incur no liability to you in respect of any failure to complete any Services, or any part thereof, by any agreed date.
39. You specifically agree to completely indemnify us against all claims, liability, damages, losses, costs and expenses, including any legal fees, known and unknown, arising from or in any way connected with your breach of these Terms and Conditions or your use of the Website.

INFORMATION AND DATA PROTECTION

40. Any services we provide to you will be reliant on information and details provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date.
41. Data will be held according to current applicable Data Protection legislation subsisting in England at the time of any applicable agreement between us. Please also refer to the Privacy Policy on the Website.
42. You specifically agree that your data can be shared with Members and other Suppliers in order that Supplier Services can be provided.

GENERALLY

43. Other than as specifically provided for, nothing in these Terms is intended to give any benefit to any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce any agreement with us.
44. You agree that nothing in these Terms and Conditions will be deemed to create any partnership, joint venture or agency relationship between us.
45. We will not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control including, but not limited to, acts of God, accidents, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we are entitled to a reasonable extension of our obligations.
46. Nothing in these Terms and no express or implied waiver by us in enforcing any of our rights shall prejudice our rights to do so in the future.
47. Each clause or any part at all of these Terms is to be regarded as independent of the others. This means that should any clause or any part at all of these Terms be found to be unenforceable or invalid, it will be severed and will not affect the enforceability or validity of the rest of these Terms or our Agreement.

GOVERNING LAW AND JURISDICTION

48. These Terms and Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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AGREED by the parties on the date set out at the head of this Agreement:

John Cofie
For and on behalf of
The Sybarite London Ltd

Date

For and on behalf of

Date