



TERMS AND CONDITIONS

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Last Minute Hospitality (LMH) of 6, Gullivers Wharf, 105 Wapping Lane, London, E1W 2RR (we or us or Service Provider) to the Customer buying the services.
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.

Interpretation

3. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
4. Words imparting the singular number shall include the plural and vice-versa.

Services

5. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
6. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
7. All these Terms and Conditions apply to the Kitchen and Cleaning Services unless we specify otherwise.

Your Obligations

8. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to all relevant information, materials, properties and any other matters which we need to provide the Services.
9. If you do not comply with clause 8, we can terminate the Services.



10. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

Fees

11. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis.

12. In addition to the Fees, we can recover from you the cost of any materials required for the provision of the Services.

13. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.

14. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

15. Hourly Fee for Cleaning Service:

Cancellation and Amendment

16. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).

17. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

18. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

19. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we must make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

20. We will invoice you for payment of the Fees on the invoice dates set out in the quotation.

21. You must pay the Fees due within 14 days of the date of our invoice.



22. Time for payment shall be of the essence of the Contract.

23. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other to justify withholding payment of any such amount in whole or in part.

24. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

25. Receipts for payment will be issued by us only at your request.

26. All payments must be made in British Pounds unless otherwise agreed in writing between us

Direct employment of LMH contractors

27. Without our prior written consent, you are not permitted to assign, transfer, or employ any contractors affiliated with LMH should the Customer engage and hire contractors provided by the Service Provider. In the event of such action, you agree to pay a sum of £3,000 to Last Minute Hospitality.

Termination

28. We can terminate the provision of the Services immediately if you:

- a) commit a material breach of your obligations under these Terms and Conditions; or
- b) fail to make pay any amount due under the Contract on the due date for payment; or
- c) are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d) enter a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e) convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.



Liability and Indemnity

29. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

30. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

31. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a) any indirect, special or consequential loss, damage, costs, or expenses or;
- b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control.
- d) or any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

32. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

33. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

34. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.

35. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.



Circumstances Beyond a Party's Control

36. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

37. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice.

38. Notices shall be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.

39. All notices under these Terms and Conditions must be addressed to the most recent address, email address notified to the other party.

Severance

40. If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

41. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts