



Our Privacy policy

HDS Lifestyle Management is committed to protecting your privacy. This policy explains how and for what purposes we use the information collected about you. Please read this privacy policy carefully. By using this site and any services we offer, you are agreeing to be bound by this policy in respect of the information collected about you.

Consent

Your use of the site signifies your consent to us collecting and using personal information about you in accordance with this policy. Should we choose to change this policy for any reason, the changes will be sent to you, so that you are kept up to date about how we collect and use your personal information, and when we may disclose it.

How we collect information from you and how it is used

To a computer an email address is essentially just a set of numbers. Unless you tell us what your email address is we won't know who you are. Whilst we record these numbers when you visit our site, we don't know who is visiting. We do not match these numbers with any information you give us if you register but there may be a time where we may try to identify you from these numbers because it is the law or so that we can protect our services and other visitors to our site. Some of the information we collect and uses to which we put the information includes:

1. We may collect general statistical information about visitors to this site for general reporting purposes and to help us develop the design and layout of our web site to ensure that our site is as useful and enjoyable as possible.
2. We may use personal information collected about you to personalise your visits to our site and to recommend services to you which you might find interesting.
3. We may use personal information collected about you to let you know about functionality changes to our web site or changes to our terms and conditions of use including this privacy policy.
4. We may provide aggregate statistics about site use and share such information with third parties, but these statistics will not include any information that could personally identify you. We will immediately stop using your information if you request this by contacting us. COOKIES "Cookies" are small files of information which we store on your computer. Our system may issue cookies to your computer when you log on to the site. Cookies make it easier for you to log on to and use the Site during future visits. They also allow us to monitor site traffic and to personalise the content of the Site for you. The use of Cookies is an industry standard and you will find them in use at most major sites. You may set up your computer to reject cookies by changing your browser settings although, in that case, you may not be able to use certain features on our Site. For more information about what cookies are and how they work, visit <http://www.allaboutcookies.org/>

How we look after your information



We follow strict guidelines in the storage and disclosure of personal information and communications that you have given us to prevent unauthorised access to it.

When do we give information you provide us to other people

Unless you permit us, we will not give your information to any other third party. Where we use other companies to look after your information we ask them to make sure they keep your information safe and secret. We reserve the right to access and disclose individually identifiable information (i) to comply with applicable laws and government requests, (ii) to be able to operate our systems properly or (iii) to protect ourselves or our users .

External links

Our website has links to other websites and services. We are not responsible for the privacy policies, practices or content of these third parties.

Contact

If you have any queries or comments about this privacy policy or our use of your personal information, please get in touch with us.

Terms & Conditions of Business

These terms and conditions of business are between HDS Lifestyle Management, its employees and assigns and the prospective client (the "Client") who wishes to use the personal assistance and organising services of HDS Lifestyle Management to organise, procure or deliver services, goods or events of whatever nature more specifically described in the retainer letter and/or email or verbal communications (the "Project").

The terms of this agreement are to be construed as incorporated into each and every contract between HDS Lifestyle Management and the Client (the "Contracts") and not solely the Project.

The headings used herein are for convenience only and do not form part of the agreement.

FEES

Fees are calculated at GBP£30 per hour (plus disbursements if not invoiced separately) billed in increments of fifteen minutes (the "Fees") for time spent taking the Client brief, organising and managing each Project, travelling to and from places of work or meetings, searching for and interviewing candidates and liaising with other companies and



individuals for and on behalf of the Client. Double Time will be charged for work carried out where our personnel are required to work abroad, at weekends, on UK Bank Holidays or between the hours of 18:00 and 09:00 Monday to Friday.

CLIENT DISBURSEMENTS

Any disbursements made on behalf of the Client will incur a 5% administration charge for each individual disbursement. Each individual disbursement for the Client will incur its own separate administration charge. The administration charge will be incurred whether or not the Client has put HDS Lifestyle Management in funds.

PAYMENT TERMS

The Client agrees to pay HDS Lifestyle Management Fees within seven days of the date of invoice being created and sent to the Client for payment. Should any disbursements be paid out by HDS Lifestyle Management on the Project the Client will be invoiced at any time after these charges have been made and must be paid within 48 hours of the invoice date. Interest will be charged on invoices that remain unpaid beyond the above settlement terms at the rate of 5% per calendar month calculated on a daily basis and compounded monthly on the balance outstanding.

PAYMENT ON ACCOUNT

£1000 will be paid by the Client to HDS Lifestyle Management (the "Deposit") and will be held on account to hold against future payments on invoice. Clients based outside of the United Kingdom will pay a Deposit of £3000. The Deposit shall under no circumstances be considered by the Client to be payment for the services or as settlement for any invoice received.

CREDIT/DEBIT CARDS

Where a Client has authorised HDS Lifestyle Management to use a Client's debit or credit card to make payments to a supplier on the Clients behalf, the Client acknowledges , warrants and agrees that:

- (a) HDS Lifestyle Management shall have no liability in respect of, or be responsible in any way for, any use of a Client's information by such supplier;
- (b) The credit or debit card supplied to HDS Lifestyle Management is owned by the Client, or the Client has the authority from the owner for such use;
- (c) The Client's credit or debit card will have sufficient funds to cover in full the cost of the goods or services supplied by the supplier;



All costs associated with the use of the Client's credit or debit card shall be paid by the Client. From time to time the Client may instruct HDS Lifestyle Management to make a reservation or leave a deposit on their behalf. Where such reservation, event or item is subsequently cancelled or forfeited by the Client, the Client authorises HDS Lifestyle Management to charge to their credit or debit card the amount of any deposit forfeited by HDS Lifestyle Management as a result of such cancellation.

CONFIDENTIALITY

HDS Lifestyle Management and the Client will endeavour to keep all negotiations and any information held on either the Client, HDS Lifestyle Management or the Project, that is not readily available to the public, private and confidential. HDS Lifestyle Management and the Client will only disclose such information with the permission of the other party or in so far as it is absolutely necessary to carry on the Project efficiently.

AGENCY

The Client appoints HDS Lifestyle Management as its agent under the Commercial Agents (Council Directive) Regulations 1993 (SI 1993 No 3053) and as such any contract HDS Lifestyle Management enters into with a third party on behalf of the Client to further the Project will be deemed to have been entered into directly by the Client.

TICKETS AND TRAVEL

Any services including travel tickets and package holidays purchased through HDS Lifestyle Management will be subject to the terms and conditions of the travel or holiday operator and the supplier. Please note that HDS Lifestyle Management is not an authorised travel agent or tour operator and only acts as an introductory agent on behalf of the supplier. All rights and remedies you have are against the relevant supplier. Where HDS Lifestyle Management negotiate a discount or rebate on travel for the Client they shall not be required to pass this discount or rebate on to the Client.

LIMITATIONS

HDS Lifestyle Management will make every reasonable effort to ensure that the services rendered to the Client regarding the Project are of the highest order but no warranties specific or implied are made in this respect or about the accuracy of information originating from HDS Lifestyle Management or any other service provider or any candidate and supplied to the Client either directly or through HDS Lifestyle Management.

HDS Lifestyle Management will make every reasonable effort to ensure the suitability of any company, service provider or candidate introduced to the Client or used for work on the Project but shall not be responsible for any



loss damage expense or delay to the Client resulting from their introduction, use, actions or for any information provided by them either to HDS Lifestyle Management or to the Client.

The references of any company, service provider or candidate will not be obtained by HDS Lifestyle Management unless so requested by the Client and then only with the other party's consent. HDS Lifestyle Management shall not be responsible for any reliance placed by the Client on any information supplied by a third party.

FURTHER CLIENT OBLIGATIONS

If HDS Lifestyle Management performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees, HDS Lifestyle Management shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

The Client shall be liable to pay to HDS Lifestyle Management, on demand, all reasonable costs, charges or losses sustained or incurred by HDS Lifestyle Management (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to HDS Lifestyle Management confirming such costs, charges and losses to the Client in writing.

The Client shall not, without the prior written consent of HDS Lifestyle Management, at any time from the date of this agreement to the expiry of twelve months months after the completion of the Project, solicit or entice away from HDS Lifestyle Management or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of HDS Lifestyle Management in the provision of the Project.

Any consent given by HDS Lifestyle Management in accordance with the condition in the paragraph above shall be subject to the Client paying to HDS Lifestyle Management a sum equivalent to 20% of the then current annual remuneration of HDS Lifestyle Management's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee or sub-contractor.

LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

This condition sets out the entire financial liability of HDS Lifestyle Management (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:



- (a) Any breach of this agreement or any Contract;
- (b) Any use made by the Client of the services of HDS Lifestyle Management; and
- (c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement or any Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement and any Contract.

Nothing in this agreement limits or excludes the liability of HDS Lifestyle Management:

- (a) For death or personal injury resulting from negligence; or
- (b) For any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by HDS Lifestyle Management; or
- (c) for any liability incurred by the Client as a result of any breach by HDS Lifestyle Management of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

Subject to the above:

- (a) HDS Lifestyle Management shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract and misrepresentation or otherwise for:
 - (i) Loss of profits;
 - (ii) Loss of business;
 - (iii) Depletion of goodwill and/or similar losses;
 - (iv) Loss of anticipated savings;
 - (v) Loss of goods;
 - (vi) Loss of contract;
 - (vii) Loss of use;
 - (viii) Loss of corruption of data or information; or



(ix) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) HDS Lifestyle Management total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement and any Contracts shall be limited to two times the price paid for the services on the Project.

TERMINATION

Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than one month written notice or immediately on giving notice to the other if:

(a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b) An order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

(c) An order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) A receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) There is a change of control of the other party; or

On termination of this agreement for any reason:

(a) Client shall immediately pay to HDS Lifestyle Management all of HDS Lifestyle Management outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, HDS Lifestyle Management may submit an invoice, which shall be payable immediately on receipt;

(b) The outstanding Fees: and

(c) The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.



FORCE MAJEURE

HDS Lifestyle Management shall have no liability to the Client if it is prevented from or delayed in performing its obligations under this agreement or a Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Client or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

VARIATION

No variation of these terms shall be binding unless in writing and signed by or on behalf of both the Client and HDS Lifestyle Management.

RIGHTS OF THIRD PARTIES

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

JURISDICTION

These terms shall be interpreted in accordance with English Law and the parties agree to submit to the jurisdiction of the English courts.