

1. TERMS & CONDITIONS:

- 1.1 "The Acceptance of Order Form" means the document issued by POWERGIRLS by way of acceptance of the Client's order for the Services.
- 1.2 "The Client" means the party named as the Client on the Acceptance of Order Form.
- 1.3 "The Contract" means the contract between POWERGIRLS and the Client consisting of the Acceptance of Order Form and these Terms and Conditions.
- 1.4 "POWERGIRLS" means POWERGIRLS LIMITED of Vine Court, Chalkpit Lane, Dorking, Surrey RH4 1AJ.
- 1.5 "The Services" mean the Services to be provided by POWERGIRLS as set out on the Acceptance of Order Form.

2. ACCEPTANCE OF ORDER:

An order for Services placed by the Client shall become binding on POWERGIRLS and the Client upon POWERGIRLS issuing to the Client an Acceptance of Order Form. POWERGIRLS requests that the Client signs and returns a copy of the Acceptance of Order Form, but this Contract shall be binding on the Client whether or not the Client complies with such request.

3. THE CONTRACT

- 3.1 This Contract represents the entire agreement between the parties. Each party warrants to the other that it has not relied upon any representations not recorded herein which have induced it to enter into this Contract. No amendment of these terms and conditions will be valid unless confirmed in writing by both parties by the signatures of an authorised representative of each party.
- 3.2 Unless otherwise expressly agreed in writing by POWERGIRLS these Terms and Conditions shall apply to all Contracts entered into by POWERGIRLS with the Client and shall override and exclude any terms or conditions stipulated, incorporated or referred to by the Client whether in any order or in any correspondence or negotiations occurring prior to an order being placed.
- 3.3 No failure, delay or indulgence on the part of either party in exercising any power or right conferred upon such party in this Contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.
- 3.4 Neither party shall assign this Contract without the prior written consent of the other party.
- 3.5 Any notice given under this Contract by either party to the other must be in writing and service may be effected by personal delivery or by prepaid registered postage. A notice delivered personally is deemed to be served upon delivery and in the case of postage within forty-eight (48) hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties set out in this Contract or to any other address notified in writing by one party to the other for the purpose of receiving notices after the date of this Contract.

4. TERM

- 4.1 This Contract shall operate for the dates stated on the Acceptance of Order Form.

- 4.2 Any cancellation of the Services by the Client at more than 7 days' notice will be charged at 50% of the price set out on the Acceptance of Order Form.
- 4.3 If 7 days or less notice is given the price set out on the Acceptance of Order Form will be charged to the Client in full.
- 4.4 Payments in respect of cancellation charges must be made in accordance with Clause 9.

5. POWERGIRLS UNDERTAKES:

- 5.1 To use reasonable endeavours to ensure that the Services are performed in a timely and efficient manner.
- 5.2 To use reasonable endeavours to provide the Services during the hours and on the dates shown on the Acceptance of Order Form.
- 5.3 To protect the confidential information of the Client in accordance with the provisions contained in Clause 10.
- 5.4 To indemnify the Client in accordance with the provisions contained in Clause 11 but not further or otherwise.

6. CLIENT UNDERTAKES:

- 6.1 To provide POWERGIRLS with all necessary information and support that may reasonably be required to enable POWERGIRLS to carry out its obligations to the Client under this Contract.
- 6.2 To designate one individual to be named on the Acceptance of Order Form, to be the point of contact for POWERGIRLS in respect of the provision of the Services to the Client.
- 6.3 To provide or procure adequate facilities to enable POWERGIRLS to perform the Services at the location(s) (if any) stated on the Acceptance of Order Form and further to allow full and complete access to such location(s).
- 6.4 To take all reasonable steps to ensure the health and safety of the personnel of POWERGIRLS whilst they are in attendance at the location(s) (if any) shown on the Acceptance of Order Form or any other site of the Client or its designated customers in connection with the performance of the Services.
- 6.5 To pay for the Services under the terms of this Contract as provided in Clauses 8 and 9.
- 6.6 During the term of this Contract and for one year after final completion of the Services by POWERGIRLS not to solicit or hire either directly or through any associated company, firm or person any personnel of POWERGIRLS engaged in the performance of the Services except with the prior written consent of POWERGIRLS.
- 6.7 To indemnify POWERGIRLS in respect of any claim by personnel of POWERGIRLS (whether employees or contractors) arising in connection with the Services including (without prejudice to the generality of the foregoing) claims for unfair dismissal, constructive dismissal, wrongful dismissal, redundancy payments, sex discrimination, race discrimination, disability discrimination, sexual orientation discrimination, or religious belief discrimination.

7. INDEPENDENT CONTRACTOR:

It is understood that in POWERGIRLS' performance of the Services POWERGIRLS is acting as an independent contractor and not in any way as an agent or representative of the Client or any of the Client's customers, nor is the Client acting as an agent or representative of POWERGIRLS. Neither party has authority to bind or speak for the other except as may be expressly granted in writing from time to time pursuant to and necessitated by the performance of this Contract.

8. PRICES:

- 8.1 Any quotation given by POWERGIRLS is an invitation to treat only and without obligation.
- 8.2 The price payable by the Client to POWERGIRLS for the Services will be as set out on the Acceptance of Order Form.
- 8.3 Any price quoted or agreed is exclusive of Value Added Tax or any like taxes unless expressly stated to be inclusive of Value Added Tax.
- 8.4 POWERGIRLS will give the Client a minimum period of one month's prior written notice of any amendment to the hourly or daily rates shown on the Acceptance of Order Form, if applicable.

9. PAYMENTS:

- 9.1 All invoices are payable by the Client not later than thirty (30) days from the date of invoice.
- 9.2 All payments which are not received when payable will be considered overdue and remain payable by the Client together with interest for late payment calculated on a daily basis from the date payable until the date on which payment is actually made at the rate of 2% per month compounded monthly.

10. CONFIDENTIAL INFORMATION:

All written information and data of whatsoever kind or nature expressed to be confidential and furnished or made available to POWERGIRLS or its personnel in the necessary performance of the Services shall be treated as confidential by POWERGIRLS and POWERGIRLS shall use reasonable endeavours to ensure that such confidential written information and data is not copied or disclosed to any third party in any manner whatsoever, either in whole or in part except upon the prior written authority of the Client, PROVIDED ALWAYS that such written and confidential information and data shall not already be in, nor subsequently enter (other than at the instance of POWERGIRLS acting in an unauthorised manner) the public domain.

11. INDEMNITIES:

- 11.1 POWERGIRLS will indemnify the Client in respect of any liability for death or personal injury caused solely by the negligence of POWERGIRLS or of its personnel in connection with their performance of the Services.
- 11.2 POWERGIRLS will indemnify the Client for direct damage to property caused solely by the negligence of POWERGIRLS or of its personnel in connection with their performance of the Services. POWERGIRLS' total liability under this sub-clause shall be limited to fifty thousand pounds (£50,000) for one event or series of connected events.

- 11.3 In no event shall POWERGIRLS be liable to the Client for any increased costs or expenses; for any loss of profits, business, contracts, revenues or anticipated savings; or for any special, indirect or consequential damages, in each case howsoever arising.
- 11.4 POWERGIRLS shall not be liable to the Client if for any reason POWERGIRLS shall have failed to provide the Services in full under this Contract provided that POWERGIRLS shall have used its reasonable endeavours to rectify any such failure.
- 11.5 The Client shall indemnify and defend POWERGIRLS and its personnel in respect of any claims by third parties which are occasioned by or arise from any POWERGIRLS' performance pursuant to the instructions of the Client or any customer of the Client or their respective authorised representatives.

12. TERMINATION:

Either party may terminate this Contract at any time by notice in writing to the other party such notice to take effect forthwith:

- 12.1 if the other party is in breach of this Contract and, in the case of a breach capable of remedy, the breach is not remedied within 14 days of the other party receiving notice specifying the breach and requiring it to be remedied; or
- 12.2 if the other party purports to assign its rights or obligations under this Contract; or
- 12.3 if the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

13. JURISDICTION:

This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.