



Edith – Terms and Conditions

Background:

The Client wishes to engage Edith for the provision of its matchmaking services and Edith is willing to provide the services to the Client as set out in SCHEDULE 1 and in accordance with the terms of this agreement.

IT IS AGREED:

1. INTERPRETATION

1. Definitions

“Business Day” means 09:00 to 17:00 Monday to Friday excluding public holidays in England and Wales.

“Commencement Date” means the date in which the client begins their membership.

“Confidential Information” means any information of a confidential nature as described in clause 9.2.

“Edith’s Team” means all directors, managers, employees, consultants, agents, and subcontractors engaged in relation to the Services and who are appointed under clause 3.3.

“Introduction” means that we will hand-select and direct your attention to the fact that a potential compatible partner is available, providing you with their profile and telephone number.

“Joining Fee” is the non-refundable fee you must pay when you become a member, which covers the administration costs of inputting and processing your details on our system.

“Services” means the services to be provided by Edith under this agreement, as set out in Schedule 1.

“Time Out” means that you can pause your membership for a maximum of 6 months in a 12-month period. During this period all communications from us will cease. There will be no cost attachment to re-join and membership will be extended for the period of the Time Out.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

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1. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
2. A Person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).



3. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes any schedules and appendixes.
4. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
7. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
9. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under statute or statutory provision.
10. A reference to writing or written includes fax and e-mail.
11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
12. References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule or appendix.
13. Any words following the terms including, include, in particular, 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 or following those terms.

2. COMMENCEMENT AND DURATION

1. Edith shall provide the Services to the Client on the terms and conditions of this agreement.
2. Edith shall provide the Services from the Commencement Date and shall continue to provide the Services throughout the term.
3. For Edith Membership, This Agreement shall commence on the Commencement Date and continue for a period of 8 months, and after that, shall continue to be supplied unless this agreement is terminated by one of the parties giving the other 1-month notice in writing unless this agreement is terminated in accordance with clause 11.
4. For Betty's Book Membership, this Agreement shall commence on the Commencement Date and will be paid via standing order as a monthly fee, and after that, shall continue to be supplied unless this agreement is terminated by one of the parties giving the other 1-month notice in writing unless this agreement is terminated in accordance with clause 11.



3. EDITH'S RESPONSIBILITIES

1. Edith shall provide the Services, to the Client in accordance with Schedule 1, and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
2. Edith shall meet any deadlines as to performance dates as specified in Schedule 1.
3. Edith shall:
 1. Co-operate with the Client in all matters relating to the Services;
 2. Provide all equipment, tools, or other items required to provide the Services;
 3. Ensure that all standards and techniques used in providing the Services are of good quality;
 4. Comply with all applicable laws and regulations relating to the provision of the Services;
 5. Ensure Edith's Team use reasonable skill and care in the performance of the Services.
4. Edith acknowledges and agrees that:
 1. The Client is entering into this agreement on the basis of the description of Services as detailed in the schedules of this agreement.
 2. If it considers that the Client is not, or may not, be complying with any of the Client's obligations, it shall only be entitled to rely on this as relieving Edith's performance under this agreement:
 1. To the extent that it restricts or precludes performance of the Services by Edith
 2. If Edith, promptly after the actual or potential non-compliance has come to its attention, has notified details to the Client in writing.

4. CLIENTS OBLIGATIONS

The Client shall:

1. Co-operate with Edith in all matters relating to the Services.
2. Provide such information as Edith may reasonably request and the Client considers reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects;

The Client warrants:

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 3. That they are unattached, single, free to begin and are actively seeking a relationship;
 4. That they are at least 18 years old;
 5. That they do not have any criminal convictions that have not been disclosed to Edith;
 6. That all of the information they provide to Edith is materially true and accurate in all respects;
 7. That they will not use Edith's service for any commercial purpose, or any other purpose other than for the purpose expressly stated within this contract;
 8. Will act in good faith at all times during and after the expiration of their membership.

The Client acknowledges and agrees:

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9. That they shall conduct themselves appropriately in accordance with the terms of this Agreement, and also our code of conduct, members guide, and privacy policy, which may be updated from time to time.
10. Although Edith will obtain two forms of ID from new members, we will not perform any background check, DBS check, or any other criminal record check on our members. Personal safety is the responsibility of you as the member to do due diligence and take measures to ensure your personal safety if deciding to meet you.
11. That any contact details that are passed to them about another member for an introduction are kept confidential in accordance with clause 8 of this agreement.
12. It is your responsibility to inform us of any negative experience with another member so that we are made aware if a member is unsuitable. We will then take further steps as reasonably necessary depending on the circumstances. Any steps we take in relation to negative experiences shall be at our discretion.

5. CHANGE CONTROL

9. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
10. If either party has made requests to make a change to the scope or execution of the Services, Edith shall, within a reasonable time, provide a written estimate to the Client of;
 1. The likely time required to implement the change;
 2. Any necessary variations to Edith's charges arising from the change; and
 3. Any other impact of the change on this agreement.
11. Unless both parties consent to a proposed change, there shall be no change to this agreement.
12. If both parties consent to a proposed change, the change shall be made, only after the agreement of the necessary variations to Edith's charges the services and any other relevant terms of this agreement has been varied in accordance with clause 15.
13. If Edith requests a change to the scope or execution of the Services, in order to comply with any applicable statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, the Client shall not unreasonably withhold or delay consent to it. Unless Edith's request was attributable to the Client's non-compliance with the Client's obligations, neither Edith's charges nor any other terms of this agreement shall vary as a result of such change.



6. CHARGES AND PAYMENT

1. In consideration of the provision of the Services by Edith, the Client shall pay the charges as set out in Schedule 1. In accordance with this clause 6. The charges shall be paid in Great British Pound, unless otherwise agreed in writing by Edith.
2. The charges and payments by the Client exclude VAT, which Edith shall add to its invoices at the appropriate rate.
3. The Client shall pay for their membership upfront via BACS to a bank account nominated in writing by Edith.
4. Subscriptions for Betty's Book membership are billed monthly, upfront, and shall renew automatically via standing order unless your membership has been terminated in accordance with the terms and conditions of this Agreement.
5. The parties agree that Edith may review and increase the charges provided that such charges will not be increased more than once in any 12 month period. Edith will give the Client not less than 1-month notice of any increase. If such an increase is not acceptable to the Client, it may terminate this agreement by giving 1-month notice to Edith.

7. QUALITY OF SERVICES

1. Edith warrants to the Client that:
 1. Edith will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.
 2. The Services will materially conform with all descriptions provided to the Client by Edith, including any relevant proposal or description found in the attached schedule/appendix.
 3. The Services will be provided in accordance with all applicable legislation from time to time in force, and Edith will inform the Client as soon as it becomes aware of any changes in that legislation.
2. The Client's rights under this agreement are in addition to the statutory terms implied in favour of the Client.
3. The provision of this clause 7 shall survive any performance, acceptance, or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by Edith.

8. CONFIDENTIALITY

1. Both parties undertake that each shall not at any time during or after the termination of this agreement disclose to any person any confidential information, processes or initiatives which are of a confidential nature or any other confidential information concerning Edith, Edith's members, directors, or employees, Edith's business or its products which the receiving party may obtain in connection with entering into this agreement, except as permitted by clause 9.2.
2. Edith may disclose Confidential Information:
 1. To its employees, agents, consultants, or subcontractors as need to know such information for the purpose of discharging its obligations under this agreement. The party in receipt of such information shall ensure that its employees, agents, consultants, or subcontractors to whom it discloses the Confidential Information comply with this clause 9; and



2. As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this agreement.
4. All data supplied by one party to the other shall, at all times, be and remain the exclusive property of the party supplying such materials, equipment and tools, drawings, specifications, and data, but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition by that party until returned to the supplying party and shall not be disposed of or used other than in accordance with any written instruction or authorisation.

9. LIMITATION OF LIABILITY

1. Edith's total liability under or in connection with this agreement shall be limited to £100,000. This limit shall apply howsoever that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort, (including, without limitation, the tort of negligence) or arising by breach of statutory duty.
2. Nothing within this clause shall exclude or limit liability for:
 1. Death or personal injury caused by negligence; or
 2. Fraud or fraudulent misrepresentation.
3. Edith will not be liable to the Client, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:
 1. Loss of profit; or
 2. Loss of goodwill; or
 3. Loss of business; or
 4. Loss of business opportunity; or
 5. Loss of anticipated saving; or
 6. Loss of corruption of data or information; or
 7. Special, indirect, or consequential damage or loss suffered by the Client arising under, or in connection with this agreement.

10. TERMINATION

1. Edith may terminate this agreement with immediate effect by giving written notice to the Client if:
 1. The Client fails to pay any amount due under this agreement on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment.
 2. The Client commits a material breach of any term of this agreement, where the breach is irreparable, or if such a breach is remediable, fails to remedy that breach within a period of 14 days.
 1. A material breach will include the member providing false information to us, whether knowingly or unknowingly.
 3. The Client repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.
 4. An application is made to court, or an order is made for the appointment of an administrator, or if notice of intention to appoint an administrator is given, over the other party.



5. If Edith feels that by continuing services with the Client may bring the company into disrepute.
6. Any other reason for which Edith feels that they can no longer provide the service.
2. We have a 14-day cooling-off period. This means you have the right to terminate this agreement in writing within 14 days.
 1. During the cooling-off period, Edith reserves the right to charge a daily rate to you, the client, for the days in which the service was provided prior to termination.
 2. If you cancel within the 14-day cooling-off period, only the subscription fee shall be refundable for services paid for in advance and not yet received. The joining fee shall be non-refundable.
3. You may terminate any future subscription renewals at any time by giving us at least one month's notice in writing.

11. CONSEQUENCES OF TERMINATION

1. On termination of this agreement for any reason, the Client shall immediately pay to Edith all sums due and owing to it in connection with this agreement.
2. Both parties shall return, destroy, or otherwise deal with any Confidential Information as the disclosing party shall wish for it to be dealt with.
3. On termination or expiry of this agreement, the following clauses shall continue in force: clause 8, clause 9, clause 11, and clause 21.

12. REMEDIES

1. If any Services are not supplied in accordance with the attached schedule, or Edith fails to comply with any terms of this agreement the Client shall be entitled (without prejudice to any other right or remedy) to exercise the following remedy:
 1. To require Edith to carry out such additional work as is necessary to correct Edith's failure.

13. FORCE MAJEURE

1. A force majeure event is any circumstance not within a party's reasonable control., including, without limitation: acts of God, flood, drought, earthquake, or other natural disasters, epidemic, pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, the imposition of sanctions, armed conflict, nuclear, chemical, or biological contamination, sonic boom, collapse of buildings, fire, explosion, or accident, or interruption or failure of utility service.
2. Provided it has complied with this clause 14, if a party is prevented, hindered, or delayed in or from performing any of its obligations under this agreement by a force majeure event, the affected party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
3. The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended to the same extent as those of the affected party



4. The affected party shall:
 1. As soon as practicable after the start of the Force Majeure Event, but no later than 14 business days from its start, notify the other party in writing of the event, the date on which it started, it's likely or potential duration, and the effect of the event on its ability to perform any obligations under this agreement.
 2. Use all reasonable endeavours to mitigate the effect of the event on the performance of its obligations.

14. VARIATION

1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach.
2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy.

16. RIGHTS AND REMEDIES

1. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. SEVERANCE

1. If any provision or part-provision of this agreement becomes invalid, illegal, or unenforceable, this shall not affect the validity and enforceability of the rest of this agreement.
2. If it comes to the attention of either party that any provision or part-provision of this agreement 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.

18. AGREEMENT IN FULL

1. This agreement, including any schedules and appendixes, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and assurances between them, whether written or oral.
2. Nothing in this agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party.

19. THIRD-PARTY RIGHTS



1. No one other than a party to this agreement shall have any right to enforce any of its terms.

20. NOTICES

1. Any notice or other communication given to a party in connection with this agreement shall be in writing and shall be:
 1. Delivered by hand by pre-paid first-class post or other next working day delivery service at its registered office; or
 2. Sent by email to the nominated email address.

21. GOVERNING LAW

1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed and construed in accordance with the law of England and Wales.
2. The English courts have exclusive jurisdiction over any disputes arising under this agreement.