

## DEFINITIONS

### 1.1. Terms and Conditions definitions:

"Company", "We", "Us" is in regards to "CLUB 360 SERVICES LTD" registered at 123 Jeremys Green, LONDON, N18 2 ND, ENGLAND.

Floor Installation, Floor Man, Operator means the person / group of people who perform restoration, maintenance, installation, construction, repair and cleaning services on behalf of CLUB 360 SERVICES LTD.

"Customer" shall mean any person, company or corporate body together with any subsidiary or associated company as stipulated in the Companies Act 1985 to whom the maintenance services of CLUB 360 SERVICES LTD are provided.

"Customer's address" shall mean the address which the services have been booked for.

"Service" shall mean the services provided by CLUB 360 SERVICES LTD.

1.2. Unless otherwise required herein, reference to the singular includes the plural, and reference to the masculine includes the feminine and vice versa.

1.3. The headings contained in CLUB 360 SERVICES LTD Terms and Conditions are for convenience only and do not affect their interpretation.

## 2. CONTRACT

2.1. These Terms and Conditions represent a contract between CLUB 360 SERVICES LTD. and the Customer.

2.2. Both parties shall ensure that their specific responsibilities hereunder are undertaken in compliance with all statutory regulations and codes of conduct.

2.3. The Customer agrees that any use of CLUB 360 SERVICES LTD services, including placing an order for services over the phone, fax, email, website forms shall constitute the Customer's acceptance of these Terms & Conditions.

2.4. Unless otherwise agreed in writing by a Company director, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Customer.

2.5. No variation or alteration of these Terms & Conditions shall be valid unless approved in writing by a director of the Company.

2.6. When nailing the boards, which is part of the restoration of the floors, we are not responsible for damage if there are incorrectly installed gas pipes, heating pipes, water pipes, also electrical installation.

## 3. QUOTATIONS

3.1. CLUB 360 SERVICES LTD. will use either metric measurements or national average room sizes when calculating quotations over the phone.

3.2. Installation of a wooden floor or floor restoration services shall be charged per square meter, taking into account the type and condition of the floor / flooring. Some flooring materials and details may require more time and resources for refinement, which is why the Company may decide to

charge higher prices than those posted on our website or promotional materials. For each specific service, the quote issued by Club 360 Services applies.

3.3. CLUB 360 SERVICES LTD reserves the right to amend its original quotation should the Customer original requirements change.

3.4. Any differences between the actual size and quoted measures exceeding 5% will be discussed with the Customer prior to the start of the works.

3.5. All quotes will be confirmed in writing following the inspection of the floors, unless otherwise agreed with the Customer.

3.6. CLUB 360 SERVICES LTD reserves the right to amend quotation for services that have not started within 60 days of quotation provision.

3.7. All quotations provided by the Company include a reference to the complete content hereof.

3.8. When sanding occurs, it is possible to get minor injuries from the machines, scratches on the ledges. The customer understands and accepts this and will not claim the painting of the windowsills.

3.9. Moving furniture is an activity that we only do to relieve the workplace. We are not responsible if the furniture is damaged when moving.

#### 4. VAT

4.1. All service quotes are exclusive of VAT, unless otherwise specified in the quotation.

#### 5. EQUIPMENT

5.1. CLUB 360 SERVICES LTD will provide all equipment necessary to carry out the service. CLUB 360 SERVICES LTD may purchase any materials (varnishes, resins, oils, stains, boards, and parquet) from suppliers, at the expense of the Customer.

5.2. The Customer must provide running water and electricity in the premises where the service takes place, as well as a parking space for our operative(s) vehicle from the beginning to the completion of the works (if possible).

#### 6. PAYMENTS, SURCHARGES AND LATE PAYMENTS

6.1. Unless otherwise agreed in writing by the Company, all payments shall be made: 50% advance and 50% immediately upon completion of the works. Payments are accepted in cash, card or bank transfer.

6.2. CLUB 360 SERVICES LTD reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at a rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

6.3. CLUB 360 SERVICES LTD reserves the right to register for collection by the CCJ any payments not received within 30 days for business and 14 days for residential customers.

6.4. Additional charges in respect to CCJ registration will include relevant current court fees and legal charges.

6.5. Rates of payment of CLUB 360 SERVICES LTD shall remain as agreed on the quotation between the Company and the Customer, or their representative. The Customer shall make no reduction or retention from the invoice, unless agreed between the Company and Customer.

## 7. CANCELLATION

7.1. The Customer may cancel the scheduled service by prior notice of at least one day before the service.

7.2. The Company reserves the right to charge a fee of £ 40.00 for cancellation of order, if the notice is given on the day of providing the service.

7.3. Our operative(s) arrive at the Customer's address and are unable to gain access to the Customer's home through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills.

7.4. If the Customer needs to change a day or time of their booking, the Company will do its best to accommodate the request free of charge, if it is not made at the same day of providing the service.

7.5. If the Customer cancels a service which is already underway without being approved by the Company, the Customer will pay the Company for the services provided by that time at contract prices and the full cost of the supplies already purchased (varnishes, resins, oils, stains, boards, or parquet).

## 8. REFUNDS

8.1. No refund claims will be accepted once the service has been carried out and acceptance protocol has been signed, unless it has been considered an approved claim (see Section 10).

8.2. Refund will be issued only if an operative has not been able to carry out the works for reasons beyond the Customer's responsibility.

8.3. Requests for refunds shall follow the procedure for filing a complaint (see Section 9).

## 9. COMPLAINTS

9.1. Any flooring services shall be deemed to have been carried out to the Customer's satisfaction unless written notice is received by the Company with details of the complaint.

9.2. All complaints must be received in written by post, fax or email no later than 48 hours after the completion of the service.

9.3. The Company will fully investigate any complaint and attempt to resolve the issue to the satisfaction of Customer, as part of the Company's Service Guarantee.

9.4. The Customer should allow the Company to return and redo any disputed issue before seeking an alternative way of resolving the issues or request proceedings from the Company towards compensation and refunds.

## 10. CLAIMS AND LOSSES

10.1. CLUB 360 SERVICES LTD Public Liability Insurance will cover any damages caused by an operative working on behalf of the Company. All claims are subject to an excess of £2,000,000.

10.2. CLUB 360 SERVICES LTD may require an access to the location of the claim within 24 hours to rectify the problem.

10.3. CLUB 360 SERVICES LTD operatives will make every effort not to damage items; however, accidents do happen. CLUB 360 SERVICES LTD will try and replace any such items with identical ones, but this is not guaranteed. For this specific reason, CLUB 360 SERVICES LTD requests all irreplaceable items (whether of monetarily or sentimentally value) be stored away and/or not cleaned by the operatives.

10.4. In the event of a damage of a Customer's property, CLUB 360 SERVICES LTD will repair the item at its cost. If the item cannot be repaired, the Company will rectify the problem by crediting the Customer with the present actual cash value of the item towards a like replacement from CLUB 360 SERVICES LTD source upon payment for the services rendered.

## 11. LIABILITY

11.1. CLUB 360 SERVICES LTD shall not be liable under any circumstances for any loss, costs, damage, delay, expense or compensation (whether direct, indirect or consequential), which may be suffered or incurred by the Customer arising from or in any way connected with:

11.2. Its failure to carry out its services as a result of factors beyond its control, including acts of god, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting.

11.3. Late arrival of its operatives at the service address. The Company is doing its best to be right on time on any visit, but sometimes due to transport related or other problems which are beyond the Company's control, its operatives may arrive with delay or the visit may be rescheduled.

11.4. Existing damage to the Customer's property in the form of old stains/burns/spillages, etc. that cannot be cleaned/removed completely by the operative using the industry standard methods;

11.5. CLUB 360 SERVICES LTD shall not be liable for unsatisfactory results from the service due to the Customer, third party or home pets walking on recently sealed floors.

11.6. CLUB 360 SERVICES LTD shall not be liable for any damages worth £ 50.00 or less.

11.7. CLUB 360 SERVICES LTD shall not be liable for accidentally punching or nailing water or gas pipe, which have not been installed according to the national/corgi regulations for piping. The Company shall make sure that the Customer is verbally informed thereof and a written confirmation prior to proceeding with the service will be required; any issues arising thereafter shall be the sole responsibility of the Customer.

11.8. CLUB 360 SERVICES LTD shall not be responsible for a poor cleaning or restoration result where this is a result of considerable wear and tear and/or excessive damage of the floor.

11.9. CLUB 360 SERVICES LTD shall not be responsible for any odours arising during and/or after the handover when this is due to factors such as lack of ventilation and/or appropriate heating.

11.10. CLUB 360 SERVICES LTD shall not be responsible for any damage caused as a result of placing furniture by the Customer on the floor, earlier than 24 hours since the application of the last coat of varnish/oiling of the floor.

## 12. SUPPLEMENTARY TERMS

12.1. If any estimates on how long it will take the operatives to do their job are required and being provided, this will only be an estimate based on the average time it takes for such service from the Company's previous experience and or on similar size to the Customer's premises; it is difficult to estimate precisely how long it may take due to specific obstacles and a greater flexibility that may be required.

12.2. The Customer understands that the price he has been quoted is not for a "package deal" and does not include anything apart from the services included in the quote.

12.3. All fragile and highly breakable items must be secured or removed.

12.4. The Customer shall ensure that all valuables are stored away when the work is carried out and that the property is under the strict control by the Customer or his representative at all times during the course of the work. CLUB 360 SERVICES LTD shall not be responsible for the Customers failure to comply with this obligation.

12.5. The provisions hereof are not intended to confer any benefit upon third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.6. CLUB 360 SERVICES LTD reserves the right to make any changes to any part hereof without giving any prior notice. We may add or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts.

### 13. SERVICE GUARANTEE – OBLIGATIONS & LIMITATIONS

13.1. We have built our business and reputation by providing our clients with quality wood floor fitting, wood floor sanding and maintenance service. Still, we realise, that sometimes mistakes may occur. For this reason, we offer our own Service Guarantee.

13.2. Our Service Guarantee includes a free inspection of any issues raised in connection with our wood floor restoration or wood floor installation services. Please note that sometimes a number of visits may be required to allow inspections by manufacturers or suppliers to identify correctly the nature of the floor.

13.3. Our services come with the manufacturer's guarantee for wood floor installations and 6 months for wood floor restoration.

13.4. The Company reserves the right to apply limitations on its Service Guarantee on wood floor restoration, not laid originally by the Company.

13.5. Exemptions and limitation of Service Guarantee:

Service Guarantee cannot be provided for services not paid in full on completion, as per final invoice(s).

Does not cover damage by a third party service or faulty appliance causing leak(s), increased air humidity or increased subfloor moisture levels, which have appeared after the wood floor installation.

Does not cover squeaks or issues arising from subfloor level, where the subfloor preparation was not part of the quote provided.

Does not cover works on floor coverings, which are at the end of their usability term, this includes engineered wooden floors with reduced thickness of wearing top layer.

Excludes gap filling with resin filler\* on boards without click or tongue and groove fitting system.

\*Please note, while working on the surface of your floors during restoration/repairs and endeavour to make every effort for refitting/fixing, before proceeding with the gap filling, it is in fact the solidness of the floor boards, their remaining thickness and the condition of their support (joists) that will defy the durability of the gap filling, not the quality of the products used or the service provided.

#### 14. OUR INSURANCE – FOR YOUR PEACE OF MIND

14.1. Any work undertaken by CLUB 360 SERVICES LTD! is covered by a Public Liability Insurance, Employers Liability Insurance and Treatment Risk Insurance for private dwellings, offices, shops, restaurants and hospitals.

#### 15. LAW

15.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

#### Privacy Policy

We understand that your privacy is very important for you. Therefore, we are committed to protect and respect the privacy of all users of our website, our applications and other services we provide ("Our services").

Our Privacy Statement below explains the conditions under which any personal data collected from you or provided by you will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will deal with it.

By using and providing your information through our services, you accept and agree that your information will be processed by us in accordance with this Privacy Policy, our Cookies Policy, our website Terms of Use and Terms and Conditions of Services.

For the purpose of the Data Protection Act 1998 ("Act"), the Personal Data Administrator will be CLUB 360 SERVICES LTD, a company registered in England, registration number 11471382, with a registered office located at 123 Jeremy Green, LONDON, N18 2 ND, ENGLAND.

The new General Data Protection Regulation (GDPR) gives you more control over how your personal information is used and makes it quicker and easier for you to check and update the information we, and other organisations we work with, hold about you.

As always, we'll continue to collect, use, store and share your data safely and securely.

By keeping your details up to date, we can use this information to provide even better services for you and help keep your account safe.

The information we may collect from you

We may collect and process the following information about you:

Any information you provide us, such as your name, address, email, phone number, age, username, password and any other data, such as information on registrations, financial information, credit cards, personal description, details of your household or business, details of any pets, as well as any

information you may provide or disclose by sending photos of your property, and any further information you choose to provide voluntarily, when you:

register with us or sign in using our websites and/or applications;

submit a request for booking through our websites and/or applications;

make a booking through our websites and/or applications;

complete contact or inquiry forms, or otherwise provide information through our websites and/or applications;

subscribe to promotional newsletters, discounts, promotions that we may send you;

get back to us through our websites and/or applications;

respond to our marketing research;

correspond with us by phone, post or email, or via instant chat – a feature of our websites and applications (in which case we will keep a record of that correspondence);

or report problems related to any of our services.

The information we collect automatically each time you visit any of our websites or use any of our applications may include:

technical information, including the type of mobile device ("Device") you are using, information about the mobile network, mobile operating system, type of the mobile browser you are using, and your time settings;

information about your computer, including, where available, IP address, operation system type of browser, necessary for the system administration and reporting aggregate information to our advertisers. These are statistical data on the actions and models for browsing by our users and do not identify any individual;

and details of the use of our applications or your visits to our websites, including but not limited to, traffic data, location data, blogs and other communication data, whether or not this is required for our own billing purposes, resource access, etc.

We work closely with third parties (including, for example, business partners, subcontractors for the technical part, payment and delivery of services, advertising networks, search of information providers, credit reference agencies for fraud prevention, and debt collection companies) and may provide them with your information.

#### How we use your information

We use the information you provide us to:

administer any account, if required;

manage your booking or inquiry for booking and ensure that the services will be carried out by your service provider;

perform our obligations under all agreements concluded between you and us;

provide you the information about the products and services you inquire;

communicate with you with regard to any comments, complaints, questions, or suggestions related to us or the Services;

allow you participate in the interactive functions of our services, when you choose to do so;

notify you of any changes to our services;

ensure that the contents of our websites and applications are presented in the most appropriate way for you and your computer and/or devices;

provide you with information about goods and services that we offer, which may be sent to you by post, phone, SMS, or email. We will send this information by SMS or email only if: (i) you have given your consent; or (ii) the information refers to products and services similar to those that have been subject to prior sale or negotiations for a sale agreement (and you have not refused to receive such marketing messages); or (iii) where we are permitted to do so by law, without consent, for example, if you have provided an email address. If you do not want us to use your information as specified above, please contact us through our contact form or the contact details set out in the contacts paragraph below;

provide your data to the service provider for the provision of these services. This information may include (i) your name, address and contact details; (ii) details of your property and the services you need, and photos, in necessary; (iii) non-binding quotation; and (iv) your payment details.

We collect your information automatically to:

administer our websites and applications, and for internal operations including troubleshooting, data analysis, testing, research, statistical analysis and review of objectives;

improve our websites and applications to ensure that the content is presented in the most appropriate way for you and your computer and devices;

improve the quality and effectiveness of our products and services;

allow you participate in interactive functions on the websites and applications when you decide to do so;

as part of our efforts to keep our websites and applications safe and secure;

assess the effectiveness of advertising in order to provide the right advertisement for you;

propose and recommend you goods or services which may be of interest to you.

Information including (i) information collected from other sources, (ii) information provided by you, and (iii) information which we collect automatically will be used only for the purposes specified above.

Cookies

Our websites and applications use cookies to distinguish you from other users. This helps us to provide the best possible experience when you browse our websites and applications, and allows us to improve our services. For detailed information on the cookies we use and their purposes, see our Cookies Policy.

#### Storing your personal data

All the information provided by you is stored on secured servers in the UK. We have a level of security appropriate to the nature of the stored information and the damages that may result from a breach of security.

Where we have given you (or where you have chosen) a password which enables you to access certain portions of our website or application, you are responsible for maintaining the confidentiality of the password. We ask you not to share your password with anyone.

All payments made through our websites and applications are processed by our selected third parties who offer payment processing services. These payments are encrypted using 256-bit SSL Certificate. We do not store information about your credit or debit card in connection with the payment.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our websites or applications; any transmission is at your own risk. Once we receive your information, we will use strict security procedures and functions and try to prevent any unauthorized access.

#### Disclosure

We may disclose your personal data to any member of our group, i.e. our subsidiaries, holding companies and their subsidiaries, and all our related persons as defined in section 1159 of the British Companies Act of 2006.

We may disclose your personal information to third parties:

In the event that we sell our business or assets, or buy business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;

If CLUB 360 SERVICES LTD or substantially all its assets are acquired by a third party, in which case the personal data of CLUB 360 SERVICES LTD customers will be one of the assets transferred;

In the event that we are required to disclose or share your personal data to comply with any legal obligation or to enforce the Terms of Use for our website, or to protect the rights, property or safety of CLUB 360 SERVICES LTD, our customers or others. This includes exchange of information with other companies and organizations for the purpose of fraud prevention and credit risk reduction;

If there are no payments made or due in connection with any services provided to you by your service provider, we may disclose your personal data to credit reference agencies or fraud prevention agencies. We may disclose your personal data to debt collection agencies that may use the information to recover debts. The information provided by us to such agencies may in turn be provided to other organizations that may use your personal data to perform such verification. The information recorded for fraud prevention may be provided to organizations in other jurisdictions.

#### Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will normally inform you (prior to data collection) if we intend to use your data for such purposes. You may also exercise your right at any time by contacting us using the contact details listed in the “contacts” section below.

The law gives us the right to access information kept about you. Your right to access may be exercised in accordance with the Law.

#### Links to third parties websites

Our websites may from time to time contain links to and from our websites of our partner networks and affiliates. If you follow a link to any of these websites, please note that they have their own privacy policies and that we are not responsible for these policies. Please check these policies before you submit any personal data on these websites. We encourage any feedback about third party websites linked to our websites.

#### Changes to our Privacy Policy

By sending us information, you consent to the use of this information as outlined in this Privacy Statement. If we change our Privacy Policy, we will post the updated policy on this page and we may

place notices elsewhere on the websites and applications (e.g. the home page) for a reasonable period of time so that you may get familiar with the changes.

In the event of any change, we will also update the “date of last update” at the top of this Privacy Statement. You should check our privacy policy from time to time to make sure that you are happy with and agree to the changes we make. If you continue to use our services despite the changes to our policy, this means that you accept these changes and agree to them.

Contact us

Any questions, comments and requests regarding this Privacy Statement are welcomed and should be addressed to CLUB 360 SERVICES LTD by post to the following address: 123 Jeremys Green, LONDON, N18 2 ND, ENGLAND.

, by email to [info@club360.co.uk](mailto:info@club360.co.uk) or by phone 020 35820640

Last update: 10/07/2018