

TERMS AND CONDITIONS

1. Introduction

These terms and conditions govern the agreement between:

Sodexo Circles UK Limited ("Circles"),

One Southampton Row,

London,

WC1B 5HA

and each employee, contractor, and client employees, students, patient for which the client pays fees to Circles so that they can benefit from the services (including those identified as a plus one) who wishes to use Circles to organise, procure or deliver services, goods, information, or events outlined in clause 3 hereof and as more specifically described in the email or verbal communications and as confirmed in Your completed request form (the "Request").

These Services terms and conditions are to be construed as incorporated into each agreement between Circles and the Eligible Member for each Request.

All Requests are subject to these terms and conditions by submitting a request via our teams onsite, email, phone or online platforms including the Circles website at <https://my.circles-concierge.co.uk/> and any other vanity URL that is owned by Circles for the purpose of client white labelling.

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

DEFINITIONS

Concierge means the employee of Circles who processes the Requests.

Direct Services means services provided by Circles or sub-contracted by Circles and for which Circles are liable.

Eligible Customers means Client Employees for which the Client pays Fees to Circles so that they can benefit from the Services.

Entrusted Services means services provided by a service provider.

Onsite Concierge Location physical space, furniture and equipment allocated free of charge by the Client to Circles for the onsite concierge location on the Premises.

Premises means Client site, located at the address specified in Clause 2, Schedule 1 in which the Services are performed.

Request means a request for the supply of one or more Services by an Eligible Customer or Client (who in this case will be considered as an Eligible Customer).

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Services means services provided to the Eligible Customers in accordance with the Agreement, as set out in Schedule 1 of the Agreement which are performed by Circles, a sub-contractor Service Provider or by a third-party Service Provider

Service Provider means any independent natural or legal person selected by Circles to perform certain Services in accordance with the Agreement.

2. AGENCY

The eligible member appoints Circles as its agent and save in respect of services where Circles provide a 'suggestions' service only ('Referral Service'), any contract Circles enters into with a third party on behalf of the eligible member to further the Request will be deemed to have been entered into directly by the eligible member.

3.1 SERVICES

3.1 Digital services are 24/7 all year round; UK local hours will operate between 0900-1730 Monday to Friday, Saturday 0900 to 1730 and Sunday 0930 to 1600 excluding UK bank holidays. Outside of these hours, requests are handled by Circles USA and Circles India. Onsite concierge services where available will operate at their site advertised hours. Requests can be handled by other entities of the Sodexo group.

3.2 Subject to Clause 3.6 below, Circles will provide either by itself or by procuring the services of a third-party provider selected by Circles ("Service Provider")

3.3 Circles reserves the right to withdraw or vary any of these services either in whole or in part and/or to refuse to supply the services requested. We reserve the right to amend or cancel discounts or voucher codes with no notice period.

3.4 If Circles is unable to deal with any request, it will endeavor to inform you as soon as reasonably practicable.

Save in respect of referral services only where Circles will endeavor to provide such suggestions to you directly, service providers are responsible for providing you with the Services you select.

3.5 Circles will communicate with service providers on your behalf unless Circles considers that it is more appropriate for you to contact the service provider directly. It is the sole responsibility of the eligible member as to whether to elect to obtain services from the relevant service provider. It may be necessary for Circles to share your contact details with service providers to expedite your request.

Circles accepts no liability for the services or works carried out by third party vendors.

3.6 Service Providers may impose their own terms and conditions and you are required to comply with these and by and in ordering any such products and/or services which will be provided by such service providers. You also agree to abide by and be bound by all third-party terms and conditions including any additional terms and conditions which apply such as travel operator or holiday operator terms and conditions. These are incorporated into

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these services terms and conditions provided that where you wish to receive services from a service provider following the referral service provided by Circles, Circles will provide you with the contact details of each service provider so that you may contact them directly to obtain a copy of their terms and conditions. Circles accepts no liability for the work or services carried out by third party vendors.

3.7 When ordering a service, you may be required to provide your payment card details to Circles or one of the service providers. If you request and authorise Circles to use your payment card to pay a service provider for the services, you acknowledge and agree that Circles shall have no liability in respect of or be responsible in any way whatsoever in respect of the use of your payment card. To fulfil your request, Circles may be required to make a purchase on your behalf by contacting a service provider via telephone where a surcharge may be applied by the service provider. In this case You authorise Circles to contact such service provider on your behalf and Circles will advise you of the amount of this surcharge before making the purchase on your behalf.

3.8 You undertake that all details you provide to Circles or any service provider for the purpose of booking, ordering, or purchasing services are correct, that the payment card you are using is your own and that you have sufficient funds to cover the charges for the services (including any surcharge).

3.9 Circles may at your request purchase services on your behalf. If Circles acts as a credit agent in this regard, you hereby authorise Circles to deduct the credit sum from your payment card within thirty (30) days of the payment date. If Circles pays for the services in cash, it shall be entitled to add any applicable charges to the sum deducted from your payment card. Circles will not store your credit or debit card details beyond the time frame necessary to make the transactions you have authorised.

3.10 Your submission of a request form is an offer from you to Circles to commence the provision of the services. Circles acknowledgement of your request form is not acceptance of your Request. Circles will confirm that request form has been accepted by sending an e-mail to you at the email address you provide in your request form. Circles' acceptance of your request form brings into existence a legally binding contract between Circles and you and in the event, we are unable to fulfil the Request, we will inform you and the contract will be cancelled.

Non-acceptance of an order may be because of one of the following:

- Circles inability to obtain authorisation for your payment.
- The identification of a pricing or product description error.

We want you to be happy with the Service You receive. If you are not, please contact us at circles.uk@sodexo.com and where the services are of unsatisfactory quality, we will provide you with a refund under the Distance Selling Regulations 2000, if you buy services online or by phone, you have the right to cancel your contract for a period of up to fourteen (14) working days starting on the day that the contract was made. If you cancel your contract, we will refund your money within thirty (30) days of the date you cancel your contract. You acknowledge and agree that this cancellation right will not apply when the service ordered

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will be provided in less than fourteen (14) working days and therefore a right of cancellation will not apply in respect of the following services and by placing your request for any of these services you accept and agree that the right to cancel does not apply:-

Daily life services, gift services, administrative tasks and corporate services. Your consumer rights entitle you to a full refund if you request one in writing within 7 working days of receipt. The right to cancel does not apply to good and services worth £42 or less.

4 TRAVEL

Any Services including travel tickets and package holidays purchased through Circles will be subject to the terms and conditions of the travel or holiday operator and the service provider. Circles operates travel under the entity Sodexo Circles UK and Ireland (full terms and conditions attached)

5 PAYMENT

Unless otherwise agreed by Circles, the eligible member agrees to pay Circles' fees prior to performance by Circles of any work on the request (if Circles acts as a credit agent purchasing services on the eligible member's behalf). Circles shall not be obliged to perform any work on the request until payment of Circles' fees has been made in full.

6 LIMITATIONS

6.1 Circles will make reasonable efforts to ensure that the services rendered to the eligible member pursuant to a request are of the highest order but no warranties specific or implied are made in this respect or about the accuracy of information originating from Circles or any other service provider and supplied to the eligible member either directly or through Circles.

6.2 Circles will make reasonable efforts to ensure the suitability of any company or service provider introduced to the eligible member or used for work on the request but shall not be responsible for any loss damage expense or delay to the eligible member resulting from their introduction, use, actions or for any information provided by such company or service provider either to Circles or to the eligible member.

7 FURTHER ELIGIBLE MEMBER OBLIGATIONS

7.1 If Circles performance of its obligations under the Services Terms and Conditions is prevented or delayed by any act or omission of the eligible member, its agents, sub-contractors or employees, Circles shall not be liable for any costs, damages, expenses, charges, or losses sustained or incurred by the eligible member arising directly or indirectly from such prevention or delay.

7.2 The eligible member shall be liable to pay to Circles, on demand, all reasonable costs, charges or losses sustained or incurred by Circles (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 eligible member's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Services Terms and Conditions, subject to Circles confirming such costs, charges and losses to the eligible member in writing.

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8 LIMITATIONS OF LIABILITY

8.1 This condition sets out the entire financial liability of Circles (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the eligible member in respect of:

8.1.1 any breach of the Services Terms and Conditions.

8.1.2 any use made by the eligible member of the services; and

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Services Terms and Conditions.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Services Terms and Conditions.

8.3 Nothing in the Services Terms and Conditions limits or excludes the liability of Circles:

8.3.1 for death or personal injury resulting from negligence; or

8.3.2 for any damage or liability incurred by the eligible member as a result of fraud or fraudulent misrepresentation by Circles; or

8.3.3 for any liability incurred by the eligible member as a result of any breach by Circles 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.

8.4 Subject to the above: Circles shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

8.4.1 loss of profits.

8.4.2 loss of business.

8.4.3 depletion of goodwill and/or similar losses.

8.4.4 loss of anticipated savings.

8.4.5 loss of goods.

8.4.6 loss of contract.

8.4.7 loss of use.

8.4.8 loss of corruption of data or information; or

8.4.9 any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.

8.5 Circles' 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 the Services Terms and Conditions shall be limited to three (3) times the price paid for the services requested pursuant to the request made in accordance with the Services Terms and Conditions.

INTELLECTUAL PROPERTY

9.1 Each Party undertakes not to infringe the intellectual property rights of the other Party. Each Party shall remain the sole and exclusive owner of all rights, titles and interest in and to their name, trademarks, service marks, trade names and related goodwill, and agree that any use thereof shall inure solely to the benefit of the owner of such mark. Except as otherwise provided herein, Circles may only use the Client's marks in connection with the

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Services to Eligible Customers, provided that the Client has provided prior approval and written consent for this.

9.2 Circles may include the Client's name in any client list that Circles may use in its marketing materials, sales presentations and other marketing-related documents and presentations where the Client provides its prior written consent for Circles to do so.

9.3 The Client may not reproduce the trade names and trademarks of Circles without its prior written consent.

9.4 Circles may not reproduce the trade names and trademarks of the Client without its prior written consent.

9.5 The Parties acknowledge and agree that Circles owns and shall own all rights, titles and interest to all general knowledge, experience, skill, idea, concept, know-how, methodology, and development (including all intellectual property rights embodied therein) that it may create, conceive, practice, or develop in the course or performance of its obligations or providing the Services as provided herein and that nothing contained in the Agreement shall limit or restrict Circles from providing the Services as described herein to other Clients and customers, current or future, provided Circles does so without any unauthorised disclosure of Client's Confidential Information.

CANCELLATION AND SUSPENSION

Without prejudice to any other rights or remedies which the parties may have, Circles reserves the right to cancel or suspend the eligible member's access to or use of the Services without notice.

FORCE MAJEURE

Circles shall have no liability to the eligible member if Circles is prevented from or delayed in performing its obligations under the Services Terms and Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (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

Circles may vary these Services Terms and Conditions from time to time. All such amendments or variations will be binding on you when you click on the 'Confirm' button on the request form. Your continued submission of each request from requesting Services constitutes acceptance of the altered Services Terms and Conditions.

RIGHTS OF THIRD PARTIES

The Services Terms and Conditions are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.

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JURISDICTION

The Services Terms and Conditions shall be interpreted in accordance with The UK Law and the parties agree to submit to the jurisdiction of the UK courts.

CIRCLES WEBSITE AND PORTAL

15.1 Registration: If you register, you represent and warrant to Circles that: (I) You have read understand and accept Circles privacy policy [Privacy Policy](#) . (ii) To complete your request, we may have to share limited and appropriate data as needed to fulfil your request (iii) You are of legal age to form a binding contract; (iii) You will provide Circles with accurate, current, and complete registration information: and (iiii) Your registration and your use of the website is not prohibited by law. Circles reserves the right to suspend or terminate your registration, or your access to the services, in the event that you breach any term of this agreement.

15.2 The applicable provisions relating to personal data and cookies are those resulting respectively from our [Personal Data Protection Policy](#) and our [Cookies Policy](#).

15.3 Member content, forums, blogs, and chat: several locations on the website such as the user forum area and blogs (collectively, the "Interactive Features"), may offer opportunities for users of this website to share information with others. If you choose to submit or post any photographs, text, graphics, video, or other material ("Member Content") to this website, such member content shall remain your property, but you agree that Circles may use such member content as reasonably necessary or desirable for, or incidental to, its operation of the website and provision of the services. You acknowledge that third parties will gain access to your member content through the website, and Circles shall in no event be liable to you for any use or misuse of your member content by any third party. Circles may, but is under no obligation to, edit or control member content that you and other users post to or distribute through the interactive features. Circles will not be in any way responsible or liable for member content. Circles does not vet or control the members or other individuals that use the website or interactive features. Circles shall not be liable for any loss or damage that any person may suffer because of using interactive features. All users use the interactive features at their own risk. Users should exercise caution in interacting with unknown persons that they meet using the interactive features in the same way that they would exercise caution in the physical world. No user of any interactive feature shall: (a) use an interactive feature in violation of, or in connection with any violation of the laws (b) impersonate any person or entity, or forge or manipulate headers to disguise the origin of any member content; (c) except as otherwise permitted by this agreement, harvest or otherwise collect information about others, including email addresses, without their consent; (d) post any material more than once or "spam"; or (e) engage in any other conduct that restricts or inhibits any other person from using or enjoying any interactive feature, member content, or the website, or which, in Circles' sole judgment, exposes Circles or any affiliated company of Circles, or their respective officers, directors, employees or agents of Circles (each a "Circles Affiliate") to any liability or detriment of any type.

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15.4 Indemnity: You agree to indemnify and hold Circles harmless from and against all claims, losses and damages that may arise in connection with or because of (i) Your use of the Website or Services; (ii) any content or material You may post or blog to or transmit through the Website; and

(iii) any violation of the terms of this Agreement.

CONTACTING CIRCLES

If You have any queries or complaints, please call 020 3991 1035 Circles.UK@sodexo.com. Alternatively, you can write to:

Sodexo Circles

One Southampton Row

London

WC1B 5HA

Or by completing our dedicated [request form](#)

APPENDIX A

INTRODUCTION

These Services Terms and Conditions govern the agreement between Sodexo Circles UK and Ireland ("Sodexo Circles"), One Southampton Row, London WC1B 5HA and each employee, contractor or guest located from time to time at ("Eligible Member" or "You") who wishes to use Sodexo Circles to organise or book services.

SODEXO Circles UK and Ireland ("Circles"), company number 5244331, with its registered office address at One Southampton Row, London WC1B 5HA.

TRAVEL

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter a contract with the principal(s) or other supplier(s) (e.g., tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday, in which case you will have one contract with the principal, or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them. As agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. Our Terms of Business are governed by English Law and the jurisdiction of the English Courts. All travel arrangements which we provide, or

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which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

BOOKING

When a booking is made all details will be read back to you. Once you have confirmed these details, we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates, and timings are correct on receipt of all documents and advise us of any errors

immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

PAYMENT

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions. No charge on credit or debit cards.

CANCELLATION/AMENDMENTS

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the principal(s) or supplier(s) may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge stated below.

INSURANCE

Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance to cover you and your party against the cost of cancellation by you; the cost of assistance (including

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repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. It is your responsibility to arrange the necessary cover that is pertinent to your trip. If we have issued your policy, please check it carefully to ensure that all the details are correct, and that all relevant information has been provided by you (e.g., pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

FINANCIAL

Sodexo Circles UK and Ireland is a Member of ABTA, membership number P8228. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 020 3117 0500 or www.abta.com.

All the package holidays we sell come with protection for your money. If you buy a single travel service, then this might not apply.

DOCUMENTS

All documents (e.g., invoices/tickets/Insurance policies) that require to be posted will be sent to you by post. Once documents leave our offices, we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

PASSPORTS/VISAS/HEALTH

We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are

your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa, or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general information about any health formalities required for your trip, but you should check with your own doctor for your specific circumstances.

ARRANGEMENTS

Please ensure that all your travel, passport, visa, and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

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COMPLAINTS

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure, there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, please write to:

Circles UK and Ireland at One Southampton Row, London WC1B 5HA

If the matter cannot be resolved and it involves us or another ABTA Member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see www.abta.com You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/> . This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.