



WOWCHER LIMITED ("Platform")
Registered Office: Wowcher Towers, 12-27 Swan Yard,
Islington N1 1SD
Company No. 04264984
Email for notices: enquiries@wowcher.co.uk

Platform Contact: Cheryl Beacham

Tel:

Email: cheryl.beacham@wowcher.co.uk

This Agreement between Platform and the Supplier is made up of this Order Form and the Standard Terms and Conditions Schedule (22 November 2016) for In Store Redemption. Capitalised terms shall have the meanings attributed to them in this Order Form and the relevant Standard Terms and Conditions Schedule (22 November 2016) as applicable. To the extent that there is any conflict between the Order Form and the Standard Terms and Conditions Schedule then the Order Form takes precedence.

Supplier Details

Supplier Name:
Youglo Laboratories Limited

Company Number (if applicable):

Office address:
Youglo Laboratories,
1 Harley Street
London, W1G 9QD

Business address (if different):

VAT Status:

Please select:
Not VAT Registered

VAT Number: Please enter:
000

Supplier Contact:
Zahida Zahoor

Contact Telephone: 0208 598 2438

Owner/MD:
Zahida Zahoor

Contact Email Address: zahida@youglo.co.uk

Website URL:
<http://www.youglo.co.uk/laboratory/>

Deal Title: Full body health MOT - Harley St - Jan 2017
Pitch ID: 150890

Voucher Details relating to the Voucher Products

Name	Currency	Deal Price	Usual Selling Price	Discount percentage (%)	Deal Cap	Platform Fee (%)	Platform Fee incl. ratecard or Tradeables(%)
Full body health mot £69	GBP	69	199	65.33	200	35	35

Rate Card % Tradeable Band	Package Details	Fee %
	Package:	0
Tradeables		Tradeable Fee %

Opening Date (the earliest date deal can run): 23/1/2017	Closing Date (the latest date deal can run):	Expiry Date / Redemption Period 3 Months
Website(s): Livingsocial.co.uk & Wowcher.co.uk		

Voucher Information relating to the Voucher Products

Voucher products:

This voucher is valid for the following:

- **A full body health mot for £69**

Includes:

Complete blood count and Results (including red and white blood cell count)

- **Glucose Testing to check for Diabetes**
- **Blood Pressure to check for Heart problems**
- **Lung Function Test**
- **Full Body Analysis (Fat, Muscle, Bone and Water)**
- **Weight Assessment**
- **Nutritional Assessment**
- **Wellbeing Assessment**
- **Personalised Support and Practical advice to improve your Health**

Free Email Support for a Month

All results given on the same day

Time will vary from for each customer 30-60 mins

Based at Youglo Laboratories, Harley Street, London.

Opening hours

Friday 6:30pm until 9pm

Sunday 10am until 9pm

24 hour notice for cancellation, otherwise cancellation/transfer fee will apply.

Bookings via:

Email: laboratory@youglo.co.uk

Appointments available from end of February 2017.

Voucher terms and conditions

One per person.
 May buy multiples as gifts.
 Must book in advance.
 Subject to availability.
 3 month validity period.
 24 hour cancellation policy.
 Bookings via email.
 Appointments available from end of feb 2017.

Always On Deal – Voucher Terms and Conditions

Wowcher may run the Deal for one month continuously displaying end date.

This deal may be promoted through email.

Deal will run as Redeem Now.

Merchant to be paid on redemption (subject to Validation and, if required, Proof of Shipping) throughout promotion.

Merchant to provide 2 sales invoices at full price from 28 days prior to live date and from between 28-56 days prior to live date.

The Voucher Product will be sold at full price on the Supplier's website until Deal Close.

Times and availability

All dates and times in redemption period subject to availability

Restrictions Apply. Please specify below.

By Phone

Please insert telephone number:

By email

Please insert email address: laboratory@youglo.co.uk

Redeem Online Supplier to issue codes

Please insert redemption url:

Instore

Please insert redemption location:

Booking Bug?






Supplier Bank Details

Supplier bank details

Bank/Building Society:
Barclays BankAccount Name:
YouGlo Laboratories LtdSort Code:
20-10-53Account Number:
53088324

Swift/Iban details:

Swift/BIC:
noneIBAN:
none

Items Discussed	Supplier to Confirm
Supplier is responsible for meeting their VAT obligations.	
Supplier has advised Wowcher of all restrictions that apply to the Deal (e.g. opening times, validity period, booking requirements, etc) and these are set out in the Voucher Information section above.	
Supplier confirms that Usual Selling Price represents the Supplier's genuine selling price and has not been artificially manipulated.	
Wowcher can, at its sole discretion, choose to run the deal for a period of a number of days or for a number of non-consecutive days but will ensure that overall sales do not exceed the Deal Cap.	
Wowcher pays Net Validated Voucher Revenue for all Validated Vouchers redeemed by Customers.	

Once Vouchers have been redeemed by the Supplier they will be processed for payment by Wowcher within 3 Business Days.



Supplier confirms that it is aware that, in accordance with Clause 5.1, it is at Wowcher's sole discretion how to display and promote the Deal.



Wowcher sells and issues Vouchers which are multi-purpose face-value vouchers and charges a variable Fee to Supplier for Validating the Vouchers. Detailed information on the Wowcher Business Model (including a worked example of how the Fee is calculated) is at <http://www.wowcher.co.uk/business-model-wow.html>



Continues overleaf:

STANDARD TERMS AND CONDITIONS SCHEDULE (22 NOVEMBER 2016) (the "Conditions")

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following words and phrases shall have the following meanings:

"Administrative Charge" has the meaning set out in the Order Form (if applicable).

"Advertising" means any and all advertising or promotional materials created in relation to a Deal;

"Affiliates" means includes in relation to a company each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any business entity from time to time controlling, controlled by, or under common control with the company (and control shall have the definition set out in section 1124 of the Corporation Tax Act 2010 and holding company and subsidiary shall have the definitions set out in section 1159 of the Companies Act 2006).

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks are generally open in London for normal business;

"Closing Date" means the last date at which the Deal can be displayed on the Website(s) as set out in the Order Form;

"Complaint" means a complaint received by Platform or Platform's Affiliates where a Customer's Voucher has been Validated and the Customer complains about the Voucher Product, delivery of the Voucher Product or is otherwise entitled to cancel their agreement with the Supplier;

"Customer" means a person who is in possession of a Voucher which has been purchased from a Website;

"Deal" means a Voucher advertisement on a Website;

"Deal Cap" means the maximum number of Vouchers which can be issued in aggregate by Platform and/or Platform's Affiliates on the Website(s) as set out in the Order Form;

"Deal Close" means the date/time when the Voucher is no longer available to buy on the Website(s) as (i) the Deal Cap has been reached; (ii) the Deal has been removed from the Website(s); or (iii) the Closing Date has passed;

"Deal Launch Date" means the date that the Deal is first displayed on the Website(s);

"Deal Price" means the price at which a Voucher will be issued on the Website(s) as set out in the Order Form;

"Effective Date" means the date of this Agreement as set out on the Order Form;

"Expiry Date" means the date that a Voucher will expire as set out in the Order Form or, if no date is set out in the Order Form, in accordance with Clause 7.1;

"Force Majeure Event" has the meaning set out in Clause 15;

"IPR" means the rights in and to, including without limitation, trade secrets, patents, copyrights, trademarks, service marks, rights (registered or unregistered) in designs, database rights (including rights of extraction), know-how, moral rights, lists of suppliers and customers and the proprietary knowledge in such information, domain names, rights protecting goodwill and reputation and similar rights of all types to the foregoing under the laws of any governmental authority, domestic or foreign, including all renewals, applications and registrations relating to any of the foregoing;

"Merchant Expiry Date" 28 days after the Expiry Date unless stated otherwise in the Order Form;

"Net Validated Voucher Revenue" means Validated Voucher Revenue less the aggregate of the applicable Platform Fees (with VAT thereon) any Administrative Charge (with VAT thereon) and any Refunds;

"Opening Date" means the earliest date at which the Deal Launch Date can occur as set out in the Order Form or, if no date is set out in the Order Form, the Effective Date;

"Order Form" means the order form setting out certain details specific to this Agreement;

"Platform" means the company which the Supplier enters into this Agreement with, as set out in the Order Form;

"Platform Fee" means the fee (exclusive of VAT) payable by Supplier to Platform in accordance with clause 8 for the Validation Service;

"Platform Fee Percentage Rate" means the applicable percentage rate as set out in the Order Form;

"Print Advertising Charges" means Platform's charges for Advertising appearing in print media from time to time;

"Refunds" means refunds made by Platform to a Customer due to a Complaint, or a failure by Supplier to fulfil its obligations under this Agreement or where the Customer is legally entitled to a refund, but shall not include refunds made by Platform where it deems a Customer has been acting fraudulently;

"Supplier" means the entity that enters into this Agreement, as set out in the Order Form;

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"Supplier Content" means any and all content and materials supplied or made available by or on behalf of Supplier in connection with this Agreement including, but not limited to, any materials made available by the Supplier on its website;

"Supplier Trade Marks" means the trade marks, service marks, logos, trade names, business names and brands provided by or made available by the Supplier to Platform for use in connection with this Agreement;

"Term" has the meaning given to it in Clause 3;

"Usual Selling Price" means the price for the Voucher Product as set out in the Order Form;

"Validated Voucher" means a Voucher which has been Validated;

"Validated Voucher Revenue" means all sums received by Platform in respect of issues of Validated Vouchers excluding any Refunds;

"Validation" means confirmation by Platform that a Voucher which has been presented by a Customer at Supplier is valid and can be exchanged for Voucher Products (and Validated shall be construed accordingly);

"Validation Service" means the service supplied by Platform to Supplier when a Voucher which has been presented by a Customer at Supplier is Validated in accordance with clause 8.

"Voucher" means a voucher which, if purchased, can be redeemed (i) at Supplier for Voucher Products subject to the terms of this Agreement or (ii) for use as part or full payment for another available Deal;

"Voucher Code" means the unique code on a Voucher;

"Voucher Product" means the applicable product and/or service offered by Supplier as set out in the Order Form;

"Voucher Reporting System" means the Voucher reporting tool on the Platform's website; and

"Website(s)" means those websites set out in the Order Form.

2. CONTRACT BETWEEN PLATFORM AND SUPPLIER

2.1 No contract shall subsist between Platform and Supplier until the Order Form is signed by Platform and Supplier.

2.2 The agreement between Platform and Supplier (the "Agreement") shall comprise the Order Form and these Conditions.

3. TERM

The term of the Agreement shall commence on the Effective Date and shall continue until the earlier of the last Expiry Date in relation to any Voucher or termination in accordance with Clause 12.6.2 or Clause 14 (the "Term").

4. CONTENT

4.1 Supplier hereby grants Platform and Platform's Affiliates a non-exclusive, royalty free licence to use the Supplier Content, including the Supplier Trade Marks, on the Website(s) and in the promotion of the Website(s) subject to any instructions or brand guidelines as may be notified to Platform by Supplier in writing.

4.2 Platform acknowledges that nothing in this Agreement shall confer on Platform or Platform's Affiliates any right of ownership in the Supplier Content.

5. PLATFORM OBLIGATIONS

5.1 Platform shall:

5.1.1 display and promote the Deal on the Website(s) after the Opening Date at its sole discretion and as it sees fit including but not limited to determining (i) whether to display and promote the deal on the Website(s); (ii) how frequently to promote the Deal and (iii) whether to promote the Deal on consecutive or non-consecutive days;

5.1.2 use reasonable endeavours to give Supplier 48 hours' prior notice of the Deal Launch Date;

5.1.3 provide Supplier with login details and access to the Voucher Reporting System; and

5.1.4 maintain the Voucher Reporting System and through it supply to Supplier the Validation Service in relation to any Voucher in respect of which the Voucher Code qualifies for Validation.

6. SUPPLIER OBLIGATIONS

6.1 Supplier shall:

6.1.1 provide Voucher Products to any Customer who presents a Voucher for redemption at Supplier which Supplier has Validated in accordance with Clause 8.1 and, in each case, provide such Voucher Products in accordance with the agreed delivery times and the Voucher Information section of the Order Form; and

not substitute any goods and/or services forming part of the Voucher Products for other goods and/or services.

7. VOUCHER

7.1 A Voucher will have the Expiry Date as set out in the Order Form. If no Expiry Date is listed, the Voucher will expire 3 months' from Deal Close.

7.2 Supplier agrees that all restrictions on the redemption of the Vouchers at Supplier are set out in the Order Form and that no additional terms and conditions and/or restrictions on the redemption of the Vouchers will be imposed by Supplier.

8. VOUCHER REDEMPTION AT SUPPLIER

8.1 when a Customer presents a Voucher to the Supplier for redemption at Supplier and therefore elects to redeem the Voucher at Supplier, Supplier shall before the Merchant Expiry Date: a) login to the Voucher Reporting System and

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enter the unique Voucher Code to check for a Validation or b) use the API provided by Platform to the Voucher Reporting System so that the Customer can directly provide the unique Voucher Code.

8.2 Platform will verify whether the Voucher Code can be accepted and, where the Voucher Code is accepted, Platform will validate the Voucher ("Validation Service"). If the Voucher is accepted and the Voucher is Validated, Platform will transmit a Validation to Supplier through the Voucher Reporting System. Such Validation Service will be remunerated by a Platform Fee together with any VAT chargeable thereon. The Supplier acknowledges and agrees that where a Refund is provided to a Customer, the Platform in its sole discretion may choose to charge the Platform Fee in relation to any Vouchers which have been refunded.

8.3 A Voucher shall not be included for the purposes of calculating Net Validated Voucher Revenue if: a Validation is not received in respect of a Voucher in accordance with Clauses 8.1 or 8.2 and any acceptance of such Voucher by Supplier shall be at Supplier's sole expense.

9. ACCOUNTING FOR VALIDATED VOUCHER REVENUE AND PLATFORM FEE

9.1.1 Platform shall issue a statement (a "Remittance Slip") and process payments of Net Validated Voucher Revenue to Supplier by electronic transfer on a Tuesday and Friday of each week. The first such payment shall occur not later than 14 Days after the first Voucher has been Validated.

9.2 Platform shall issue a VAT invoice (an "Invoice") to Supplier at least once a fortnight where a Remittance Slip has been issued during this period setting out the Platform Fees (calculated by applying the Platform Fee Percentage Rate to the Validated Voucher Revenue (or in the case of a Voucher Product that has been refunded, by applying the Platform Fee Percentage Rate to the the aggregate value of Refunds) and adding VAT thereto) and any Administrative Charges with VAT thereon which have been taken into account in making such payments of Net Validated Voucher Revenue.

9.3 For the avoidance of doubt, any Voucher which has not been Validated will not be included for the purpose of calculating Net Validated Voucher Revenue. A Remittance Slip shall include any deductions made for Refunds and, where Supplier has been paid an advance payment of anticipated Net Validated Voucher Revenue which has to any extent not been achieved, the amount of such advance payment which has not been achieved shall be deducted in calculating the payments set out in the Remittance Slip.

9.4 Net Validated Voucher Revenue is inclusive of VAT (if applicable).

9.5 Supplier shall be solely responsible for complying with Supplier's VAT obligations. Platform cannot assist Supplier with legal or tax advice.

9.6 If Platform fails to pay any amount due to Supplier by the due date for payment then Supplier shall be entitled to charge interest at the rate of 2% per

annum above National Westminster Bank plc's base lending rate in force from time to time.

9.7 If in any event an invoice is required by Platform from Supplier in respect of any supply by Supplier to Platform, Supplier (if a taxable person for all relevant VAT purposes) agrees that such invoice may be self-billed by Platform, and will provide Platform with any and all information required by Platform from time to time to enable a self-billing agreement to be made and operated between Supplier and Platform, so that self-billed invoices may be effectively raised for all purposes, including VAT purposes.

9.8 Any dispute in relation to a Remittance Slip or Invoice must be notified to Platform within 28 days of receipt of the Remittance Slip or Invoice.

9.9 If Platform so requests, and within 10 Business Days of any such request, Supplier will provide Platform with a valid VAT invoice for Net Validated Voucher Revenue.

9.10 Platform may, without limiting any other rights or remedies it may have, set off any amounts owed to it as set out in the Remittance Slip or any amounts owed to Platform or Platform's Affiliates by Supplier or Supplier's Affiliates against any amounts payable by Platform or Platform's Affiliates to Supplier or Supplier's Affiliates including any revenue share in respect of existing or future agreements between (i) Platform and/or Platform's Affiliates and (ii) Supplier and/or Supplier's Affiliates. Where a final Remittance Slip shows that an amount is owed by Supplier to Platform and Platform has been unable to offset this against any amounts payable by Platform to Supplier or Supplier's Affiliates, Platform may, without limiting any other rights or remedies it may have, invoice Supplier or Supplier's Affiliates for such outstanding amounts.

10. INTELLECTUAL PROPERTY RIGHTS

Supplier acknowledges that all IPR in the Website and the Voucher Reporting System vest in Platform and/or its licensors/partners and that Supplier has no rights in, or to, such IPR.

11. CONFIDENTIALITY

11.1 Save as set out in clauses 11.2 and 12.6.4, Platform and Supplier agree to keep the terms of the Agreement and all information that is obtained about the business, finances, technology and affairs of the other strictly confidential. This Clause 11 shall not apply to information which has come into the public domain other than by breach of this clause or is required to be disclosed by any tax or regulatory authority or otherwise by law. Platform may share the terms of this Agreement with its Affiliates.

11.2 The Supplier acknowledges that Platform at all times has the right, acting reasonably, to provide any information in relation to the Supplier to any law enforcement agencies, regulatory bodies and/or to other industry bodies in connection with any request for such information from any such third parties.

12. WARRANTIES, INDEMNITIES AND INSURANCE

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- 12.1 Each party warrants and represents to the other that it shall comply with all applicable laws and regulations in relation to the performance by it of its obligations under this Agreement.
- 12.2 Supplier warrants that it owns or is licensed to use all Supplier Content for the purposes of this Agreement and that the Supplier Content shall not infringe the IPR of any third party, be defamatory, indecent or otherwise unlawful or be in breach of any guidelines or codes of practice then in force including, without limitation, any instructions and guidance issued by the ASA and local Trading Standards.
- 12.3 Supplier further warrants, represents and undertakes that:
- 12.3.1 it has not provided the Voucher Products or any goods and/or services which are similar to or the same as the Voucher Products to any other party (other than a Platform Affiliate) at a lower price than the Deal Price in the 3 months preceding the Effective Date and that it will not provide the Voucher Products or any goods and/or services which are similar to or the same as the Voucher Products to any other party (other than a Platform Affiliate) at a lower price than the Deal Price in the 3 months after the Expiry Date;
- 12.3.2 it shall provide the Voucher Products with all reasonable skill and care, in accordance with good industry practice, using appropriately qualified and experienced personnel;
- 12.3.3 it will only supply Voucher Products that are of a satisfactory quality (in terms of materials and workmanship where relevant), fit for the purpose and free from defects;
- 12.3.4 the Usual Selling Price represents the Supplier's genuine selling price of the Voucher Product and has not been artificially manipulated by the Supplier;
- 12.3.5 it has sufficient stock of the Voucher Products to be able to fulfill its obligations under this Agreement including but not limited to having at least the amount of Voucher Products as set out in the Deal Cap in stock; and
- 12.3.6 it has obtained and shall throughout the Term obtain and maintain all necessary licences, consents and permissions to enable it to operate and sell Voucher Products.
- 12.4 Supplier shall on demand indemnify Platform and Platform's Affiliates and keep Platform and Platform's Affiliates wholly and effectively indemnified, against any losses, liabilities, claims, proceedings, settlement, demands, damages, costs and expenses (including reasonable legal fees and ex gratia payments made by Platform and Platform's Affiliates to Customers) suffered or incurred by Platform arising out of or in connection with:
- 12.4.1 any breach by Supplier of any of its warranties, representations or obligations contained in this Agreement;
- 12.4.2 any claim that the Supplier Content and/or the Voucher Products infringe the IPR of any third party, are defamatory, indecent or otherwise unlawful or be in breach of any guidelines or codes of practice then in force including, without limitation, any instructions and guidance issued by ASA and local Trading Standards;
- 12.4.3 a Customer Complaint in relation to any Voucher Product or the Supplier;
- 12.4.4 any Refunds (including but not limited to the Platform Fee which would have been payable had the Voucher Product not been refunded);
- 12.4.5 any liability incurred by Platform or Platform's Affiliates in respect of damage to property, death or personal injury arising from any fault or defect in the materials or workmanship of the Voucher Products and any reasonable costs, claims, demands and expenses arising out of or in connection with that liability; and
- 12.4.6 any liability incurred by Platform or Platform's Affiliates arising from any failure of the Supplier to comply with Supplier's VAT obligations.
- 12.5 Supplier shall on demand reimburse Platform and Platform's Affiliates for any Print Advertising Charges for Advertising where Supplier:
- 12.5.1 withdraws Voucher Products from a Deal before the Deal Launch Date;
- 12.5.2 does not provide Voucher Products in accordance with clause 6.1.1;
- 12.5.3 does not have sufficient stock of the Voucher Products in accordance with clause 12.3.5 and/or
- 12.5.4 does not provide Voucher Products to any or all Customers whom Platform confirms possess a Voucher that is valid.
- 12.6 If any investigation or legal action is brought or threatened against Platform in connection with Supplier's obligations or liabilities under this Agreement, including but not limited to (i) any claim that the Voucher Products or any Supplier Content infringe the IPR of any third party (ii) any claim made by a Customer in relation to the Voucher Products or (iii) any investigation by Trading Standards that the Voucher Products do not comply with any guidelines or codes of practice:
- 12.6.1 Supplier shall promptly provide to Platform and Platform's Affiliates all information and assistance requested by Platform and Platform's Affiliates to defend such action;
- 12.6.2 Platform may suspend any Deal and/or stop promoting the Deal and/or terminate this Agreement on written notice to the Supplier;
- 12.6.3 Platform may withhold (i) any Net Validated Voucher Revenue payable to the Supplier or (ii) any other amounts payable by Platform or Platform Affiliates to the Supplier or Supplier Affiliates under any other agreement; and
- 12.6.4 Platform and Platform's Affiliates may provide the Supplier's contact details and any information provided to it by the Supplier to any claimant.
- 12.7 If a Customer reasonably requests a Refund and/or in Platform's reasonable opinion, the Customer is entitled to a Refund, in both cases due to the Supplier's failure to comply with its obligations under clause 6 or this clause 12, then Platform shall be entitled to provide a cash

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payment equal to the Deal Price to the Customer on behalf of the Supplier. If Platform requests any information from the Supplier and the Supplier fails to respond to Platform's request for information within 72 hours of Platform's request, the Supplier agrees that Platform can issue a Refund in the Platform's sole discretion and without requiring a Customer to return the Voucher Product.

- 12.8 Platform and Platform's Affiliates shall be entitled to audit and/or examine the Voucher Products during the term of this Agreement, upon 24 hours written notice to Supplier. Such audits shall take place at Supplier's premises during business hours. Supplier shall co-operate and render all reasonable assistance with any such audit.
- 12.9 Without prejudice to its liability to indemnify Platform and Platform's Affiliates under this Agreement, Supplier shall, at its own expense, maintain in force throughout the Term and for a period of three years following its termination (for whatever cause) appropriate insurances with reputable insurers in appropriate amounts for the size and nature of the Supplier's business (from time to time) to cover its liability to Platform and to Customers. At the request of Platform, Supplier shall produce, for inspection by Platform, documentary evidence that such insurances are effective and are being properly maintained and shall include Platform as a named party on the insurance policy if requested by Platform.
- 12.10 Supplier confirms that it understands that the Deal has been promoted and will be sold to the Customer as part of a bundle Deal whereby the Voucher purchased by the Customer also entitles them to receive goods and/or services from another supplier ("Bundle Partner"). Supplier agrees that to the extent that the Bundle Partner is unable to continue with the bundle Deal, Platform is entitled to refund any Customers in respect of any Vouchers that have been Validated but not redeemed for the Voucher Product.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in the Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or for fraud or for any other liability that cannot be excluded or limited by law.
- 13.2 Platform and Platform's Affiliates shall not be liable to Supplier under or in connection with the Agreement for any loss of business, contracts, profits, anticipated savings, data, damage to hardware and software, or for any indirect, special or consequential loss.
- 13.3 Subject to Clause 13.1, the total liability of Platform to Supplier in respect of any loss or damage under or in connection with the Agreement shall not exceed the aggregate amount of Net Validated Voucher Revenue paid to Supplier in the six months immediately preceding the incurring of such loss or damage.
- 13.4 The Supplier agrees that this Clause 13 is fair and reasonable.

14. TERMINATION

- 14.1 Either party may terminate the Agreement:
- 14.1.1 immediately upon written notice to the other party if the other party commits any material or persistent breach of the Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; or
- 14.1.2 immediately upon written notice to the other party if the other party shall cease to carry on its business or shall have a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or shall pass a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all the liabilities of it) or a court of competent jurisdiction shall make an administration order or liquidation order or similar order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due.
- 14.2 Platform shall be entitled to terminate this Agreement with immediate effect on written notice in the event that any act or omission of Supplier in Platform's reasonable opinion causes or is likely to cause material damage to any brands of Platform or Platform's Affiliates or brings or is likely to bring Platform or any of Platform's Affiliates into disrepute.
- 14.3 Platform shall be entitled to terminate this Agreement with immediate effect on written notice in the event that (i) the Supplier refuses Platform access to audit and/or examine the Voucher Products in accordance with clause 12.7; (ii) any audit carried out in accordance with clause 12.7 reveals that the Supplier is, in Platform's reasonable opinion, in breach of the warranty set out in clause 12.3.5 or (iii) if the Supplier is, in Platform's reasonable opinion, in breach of clause 18.
- 14.4 Termination of the Agreement shall not affect the accrued rights or liabilities of Platform or Supplier nor any provision of the Agreement which is expressed or required to survive or operate in such event.

15. FORCE MAJEURE

Neither party shall be liable for any delay or non-performance under the Agreement caused by any event beyond its reasonable control (a "Force Majeure Event") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under the Agreement. If the Force Majeure Event continues for more than one month, the party not subject to the Force Majeure Event may terminate the Agreement by notice in writing to the other party.

16. NOTICES

- 16.1 Any notice required to be given to Platform under the Agreement must be in writing and delivered by:

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- 16.1.1 hand delivery or first class recorded delivery post to Platform's registered address as specified in the Order Form or
- 16.1.2 email to the notices email set out in the Order Form;
- or to such different postal address and/or email address as Platform shall notify Supplier pursuant to clause 16.2.
- 16.2 Any notice required to be given to Supplier under the Agreement must be in writing and delivered by:
- 16.2.1 hand delivery or first class recorded delivery post to the postal address of Supplier set out in the Order Form; or
- 16.2.2 email to Supplier's Contact Email as specified on the Order Form
- or to such different postal address and/or email address as Supplier shall notify Platform pursuant to clause 16.1.
- 17. GENERAL**
- 17.1 During the term of this Agreement and for a period of 12 months after its termination howsoever caused, the Supplier agrees that it will not employ or entice to leave or otherwise contract with employees of Platform or Platform's Affiliates without Platform's prior written consent upon each occasion. In the event of any breach of this clause, the Supplier will pay to Platform by way of liquidated damages an amount equal to 50% of the final basic annual salary of the person so employed plus any recruitment costs incurred by Platform or Platform's Affiliates in replacing that employee. The parties hereby acknowledge and agree that this formula is a reasonable assessment of the costs or loss of income which would be incurred as a result of the Supplier's breach of this clause.
- 17.2 The Agreement contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, written or oral, between the parties in relation to such matters. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No amendment, variation or modification to these Conditions shall be deemed valid unless it is in writing and signed by the parties.
- 17.3 The Supplier shall not assign, transfer or deal in any other manner with all or any of its rights or obligations under the Agreement without the written consent of Platform.
- 17.4 The parties acknowledge that Platform enters into this Agreement for the benefit of its Affiliate companies. Any Affiliate company from time to time of Platform may for its own benefit enforce in its own right any term of this Agreement or right of Platform and/or the relevant related third party subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Subject to the foregoing, a person who is not a party to the Agreement has no right under
- the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.
- 17.5 Nothing in the Agreement shall be construed as creating a partnership, joint venture or agency of any kind between the parties.
- 17.6 No failure or delay by either party in exercising any of that party's rights or remedies under the Agreement shall operate as a waiver of those rights or remedies. No right or remedy of either party under the Agreement shall be deemed to be waived unless the waiver is in writing and signed by both parties. No waiver of any breach of the Agreement is a waiver of any subsequent or other breach.
- 17.7 If any provision of the Agreement shall be held to be illegal, void, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
- 17.8 The parties shall comply with the Data Protection Act 1998 and, in particular, shall take all appropriate technical, organisational and security measures to prevent unauthorised access, loss and use of personal data.
- 17.9 In the event of a conflict between the Order Form and the Conditions, the parties agree that the Order Form shall prevail.
- 17.10 The Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to settle any dispute concerning the Agreement.
- 18. ANTI-CORRUPTION AND MODERN SLAVERY ACT COMPLIANCE**
- 18.1 Both parties shall at all times comply, and shall ensure that its personnel comply, with respect to the performance of this Agreement, with all applicable laws and regulations regarding bribery and corruption.
- 18.2 Either party may terminate this agreement with immediate effect by written notice if the other party (the "Other Party") commits any breach of clause 18.1 or if the first party reasonably considers that the Other Party has committed any breach of clause 18.1.
- 18.3 In performing its obligations under this Agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including (but not limited to) the Modern Slavery Act 2015 and:
- 18.3.1 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 18.3.2 shall implement due diligence procedures for its subcontractors and suppliers to ensure that there is no slavery or human trafficking in its supply chains.
- 18.4 Without prejudice to the generality of clause 18.3, the Supplier shall at all times ensure (and shall ensure that its own subcontractors and suppliers ensure) that (i) it respects its workers' human

In Store Redemption

rights; (ii) it provides employees with good working conditions, fair treatment and reasonable rates of pay; (iii) that its workers must not work under any threat of penalties or sanctions and works must not pay any deposits for work; and (iv) it must not keep the original copy of any workers' identity documents.

- 18.5 Platform may terminate this agreement with immediate effect by written notice if the Supplier) commits any breach of clauses 18.3 and/or 18.4 or if Platform reasonably considers that the Supplier has committed any breach of clauses 18.3 and/or 18.4.

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PO Box 6795
Leicester LE1 1ZP

CHANGE OF MERCHANT BANK DETAILS (Please allow three working days for change)

Please print / send on company letter headed paper

Please accept this letter as authorisation to amend the bank details currently held for **{Insert Merchant name}**

Details for any future payments should be made to the following bank account:

Name of Account Holder:

.....

Bank/Building Society Number:

.....

Branch Sort Code:

.....

Building Society Roll Number (if applicable):

.....

Bank Name/Address:

.....

Date effective from (Allow 3 working days for change):

.....

Please be aware that we require sign off from a company official. We will follow up this request with a phone call to confirm the changes from a separate member of the business before processing.

Signed on behalf of **{Insert Merchant name}**

{Insert Title}

Name:

.....

Contact Number:

.....

Additional contact details:

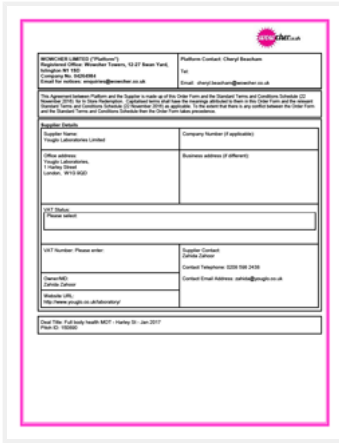
Name & Job Title:

.....

Contact Number:

.....

You can also email this request to accountspayable@dmgmedia.co.uk



Full body health MOT - Harley St - Jan 2017

Adobe Sign Document History

23/01/2017

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