

## **The Go Holding Group Limited (T/A GoWash) Terms & Conditions**

### **1. Introduction**

1.1 These Terms and Conditions (including the annexed self-billing agreement) shall govern the agreement between you, the individual or business entity whose details are provided as part of the registration process (“**Service Operator**”) and The Go Holding Group Limited, having its registered office in England with company registration number 12248082 (“**GoWash**”), for the provision of cashless payment through an App made available by GoWash in relation to the Services provided by the Service Operator.

1.2 By registering on the GoWash Portal and clicking to “accept” these Terms and Conditions, an agreement is formed between GoWash and the Service Operator incorporating these Terms and Conditions, including the annexed self-billing agreement (“**Agreement**”).

### **2. Definitions and Interpretation**

The following terms shall have the following meanings:

‘**App**’ means the GoWash mobile application and/or, where applicable, any third party apps powered by GoWash (ie white label versions of the GoWash mobile application) as notified by GoWash to the Service Operator from time to time.

‘**Commencement Date**’ means the date on which this Agreement is formed, as set out above.

‘**Confidential Information**’ means information that is expressly stated to be, or might reasonably be considered, confidential to GoWash (including details relating to its business operations, finances, Intellectual Property and customers), whether disclosed orally or in writing or any other medium, , provided that such information shall not include any information that is in the public domain other than by the breach of the confidentiality obligations contained in this Agreement.

‘**Fee**’ means 7.5% (excluding VAT) of the total cost of the Services provided to GoWash Customers.

‘**GoWash Customers**’ means individuals using the App, business entities who authorise their staff to use the App and business entities who authorise their customers to use the App.

‘**GoWash Portal**’ means the GoWash website (available at <https://gowash.co.uk/>) and the GoWash software portal (available at <https://portal.gowash.co.uk/>), as made available by GoWash to the Service Operator and including all bug fixes, workarounds, patches and other modifications applied by GoWash.

‘**Intellectual Property**’ means all patents, trademarks, service marks, trade names, design rights, copyrights including rights in computer software, domain names, database rights, know-how and all other intellectual property rights in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world.

**'Location'** means the location of the site(s) entered as part of registration by the Service Operator on the GoWash Portal and/or locations otherwise associated with the Service Operator.

**'Service Operator Guidelines'** means the guidelines supplied by GoWash to the Service Operator in relation to the provision of the Services from time to time.

**'Services'** means the provision of vehicle washing, valeting and any other vehicle cleaning related service.

**'Term'** means the term of this Agreement, as set out in clause 10.1.

**'Termination Date'** means the date of termination of this Agreement howsoever arising.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and any words following the terms "including", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### **3. Appointment and Duration**

3.1 GoWash appoints the Service Operator to provide the Services to GoWash Customers during the Term under the terms of this Agreement.

3.2 This Agreement shall commence on the Commencement Date and shall continue throughout the Term until terminated in accordance with the terms of this Agreement.

3.3 GoWash makes no commitment whatsoever to provide a minimum level of customers to use the Services.

3.4 Nothing in this Agreement shall require the Service Operator to provide the Services exclusively to GoWash Customers.

3.5 GoWash accepts no liability for the provision of the Services by the Service Operator and the Service Operator acknowledges that responsibility for the Services falls entirely upon it.

### **4. The Service Operator's Obligations**

4.1 The Service Operator shall:

4.1.1 carry out the Services to GoWash and GoWash Customers' reasonable satisfaction;

4.1.2 perform the Services in a professional and workmanlike manner exercising all due care, diligence and skill to the reasonable satisfaction of GoWash and GoWash Customers;

4.1.3 observe and abide by anti-slavery laws and the Service Operator Guidelines which GoWash reserve the right to change from time to time.

4.1.4 use the GoWash Portal to check authorised GoWash Customers before delivering the Services and not to accept payment via any vehicle wash mobile phone app other than the App;

4.1.5 take reasonable and proper care of all equipment (of any type or nature) provided by GoWash to prevent it from damage;

4.1.6 not to remove any equipment or materials provided by GoWash to the Service Operator from the Location to which they are supplied by GoWash without GoWash's prior written consent;

4.1.7 to be responsible for all or any loss or damage of equipment provided by GoWash;

4.1.8 take responsibility in respect of all environmental health and health and safety issues in respect of the provision of the Services and in particular the Location.

4.1.9 maintain the information held on the GoWash Portal in relation to the Location including, but not limiting to, opening times and prices.

4.2 Should the Service Operator be unable to provide the Services for more than 2 hours this shall be reported in the GoWash Portal to enable the App to be updated. In the event that the Service Operator's internet is not working, the Service Operator agrees to contact GoWash by telephone immediately to enable GoWash to update the App on their behalf.

## **5. Prices of Services and use of the GoWash Portal**

5.1 The Service Operator is free to set the prices for the Services and maintain these through the GoWash Portal.

5.2 The Service Operator must provide a price for the Services that is the same as (or lower than) their advertised prices.

5.3 GoWash grants to the Service Operator a non-exclusive, non-transferrable licence to access and use the GoWash Portal for the purposes of exercising its rights and performing its obligations under this Agreement, subject to its compliance with the terms of this Agreement including the licence restrictions specified in clause 5.4 below.

5.4 The Service Operator shall not (and shall not permit any third party to): (i) reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the GoWash Portal or create derivative works from all or any part of the GoWash Portal, except as permitted by any applicable law which is incapable of exclusion by agreement between the parties; (ii) use the GoWash Portal to create any software that is substantially similar in its expression to the GoWash Portal; or (iii) use the GoWash Portal in any unlawful manner, for any unlawful purpose, to transmit or display any content that is infringing, libellous or offensive, or otherwise in any manner inconsistent with the terms of this Agreement.

## **6. Terms of Payment**

6.1 GoWash shall pay the Service Operator for the Services on a weekly basis in the manner set out below. 6.2 GoWash shall deduct the Fee before payment is made to the Service Operator.

6.3 GoWash shall raise a self-billing invoice every Friday for the Service Operator detailing all sums received by GoWash (less the Fee) from the previous week up to Thursday 23:59pm. GoWash will then arrange a BACS transfer to the Service Operator's nominated Bank account the following Friday. GoWash accept no liability for any delays that may occur in the monies reaching the Service Operator's account.

6.4 GoWash may carry out random audits (of the performance of the Service Operator and the Services provided by it under the Terms of this Agreement) to check that the Service Operator is complying with the terms of the Agreement and the Service Operator agrees that GoWash are permitted access to the Location at any time during normal opening hours for this purpose, and reserves the right to refuse payment if the Services are:

6.4.1 not carried out in accordance with the terms of this Agreement or Service Operator Guidelines as issued by GoWash from time to time;

6.4.2 complaints from GoWash Customers for so long as it takes for the customer complaint to be resolved.

## **7. Indemnity**

7.1 The Service Operator hereby agrees to indemnify and keep indemnified GoWash and the GoWash Customers from and against all and any loss, claim, demand or liability suffered (together with all reasonable professional fees and expenses incurred) by GoWash or GoWash Customers resulting from (i) any failure by the Service Operator to comply with the terms of this Agreement or (ii) the acts or omissions of the Service Operator or any third party acting on behalf of the Service Operator or with its authority.

## **8. Insurance**

8.1 The Service Operator shall at its own expense maintain a policy of insurance to cover the liability of the Service Operator and the Service Operator's employees or agents against claims made by GoWash Customers and its employees and agents arising from the provisions of the Services for a minimum sum insured of not less than £1million sterling and shall upon being requested to do so by GoWash supply GoWash with a copy of its insurances and evidence that the premiums payable have been paid up to date.

## **9. VAT**

9.1 On receipt of a valid and proper VAT invoice in respect of any monies payable under the terms of this agreement the recipient shall pay the amount invoiced due together with all VAT properly payable thereon.

## **10. Term and Termination**

10.1 This Agreement shall have an initial duration of 6 months from the Commencement Date ('**Initial Term**') and shall continue thereafter unless and until terminated in accordance with the terms of this Agreement ('**Term**'). After the expiry of the Initial Term, either party may terminate this Agreement without cause by giving not less than 4 weeks prior written notice to the other party.

10.2 GoWash may terminate this Agreement with immediate effect at any time during the Term by giving notice in accordance with the terms of this Agreement in the following circumstances:

10.1.1 the Service Operator is or has been in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied by the Service Operator within 21 days of receipt by the Service Operator of a notice from GoWash specifying the breach and requiring its remedy; or

10.1.2 where the breach concerned is incapable of remedy;

10.1.3 the Service Operator has failed or refused to provide the Services for whatever reason for in excess of 24 hours;

10.1.4 the Service Operator has conducted itself in a manner which, in the reasonable opinion of GoWash, has brought or is likely to bring either the Service Operator or GoWash into disrepute or has impaired or is likely to impair (in GoWash's opinion acting reasonably) the Service Operator's ability to perform the Services; or

10.1.5 the Service Operator enters into any composition, compromise, or arrangement with its creditors; or

10.1.6 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Service Operator or any of its assets; or

10.2 On the Termination Date the Service Operator shall:

10.2.1 immediately deliver to GoWash all documents, signage, materials, electronic equipment, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of GoWash or its Confidential Information, any keys and any other property of GoWash which is in its possession or under its control;

10.2.2. irretrievably delete any information relating to the business of GoWash or its Confidential Information stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control wheresoever located;

10.2.3 return to GoWash any equipment supplied by GoWash to it in good working order and condition; and

10.2.4 provide a signed statement that it has complied fully with the obligations under this clause 10.

10.3 Both parties agree that notwithstanding the termination of the Agreement that each shall account to the other for any monies owing by them to the other under the terms of this Agreement up to the Termination Date.

## **11. Consequences of Termination**

11.1 On termination of this agreement it is agreed by the parties that notwithstanding Termination it shall not affect or prejudice any rights or remedies of either party against the other in respect of:

11.1.1 any pre-existing breaches of the terms of this Agreement

11.1.2 any rights or remedies of either party against the other in respect of any failure to perform its obligations under this agreement and all debts and liabilities outstanding at the Termination Date.

## **12. Waiver**

12.1 Any delay by GoWash in respect of exercising its rights of termination or to pursue a claim against the Service Operator pursuant to clause 10 or 11 shall not prejudice its right to do so.

## **13. Status**

13.1 The parties acknowledge and confirm that it is the understanding of the parties that the Service Operator shall at all times be an independent Service operator and not be a servant of GoWash and that all and any persons employed or engaged by it will be the employees, workers or independent sub-contractors of the Service Operator for which it accepts full responsibility.

13.2 Nothing in this Agreement shall render the Service Operator or anyone employed by it as an employee, worker, agent or partner of GoWash and the Service Operator shall not hold itself out as such.

13.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Operator shall be fully responsible for and shall indemnify GoWash for and in respect of:

13.3.1 any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Service Operator shall further indemnify GoWash against all reasonable costs, expenses and any penalty, fine or interest incurred or payment by GoWash in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

13.3.2 any liability for any employment-related claim or any claim based on worker status (including costs and expenses against GoWash) brought by the Service Operator or any person engaged by the Service Operator to provide the Services.

13.4 If a claim is made against GoWash in respect of anything arising from the provision of the Services GoWash may at its option settle and satisfy any liability arising in respect thereof deducting professional fees, costs and expenses including settlement of claims from any payments due to the Service Operator or claim against the Service Operator and insofar as the same exceeds such sum to recover the losses from the Service Operator.

## **14. Confidentiality**

14.1 GoWash may disclose Confidential Information to the Service Operator and the Service Operator agrees to keep that information confidential in accordance with the terms of this Agreement and to indemnify GoWash against any and all losses, claims, costs and expenses arising as a result of a breach of any provision of this clause by the Service Operator or anyone within its employ or under its direction.

14.2 The Service Operator agrees that it will require any employees, sub-contractors, agents or other suppliers of services to it to enter into an agreement to abide by confidentiality provisions equivalent to those contained in this Agreement.

14.3 The Service Operator agrees:

14.3.1 to keep confidential all Confidential Information of whatever nature provided to it by GoWash or which otherwise becomes known to it during the course of the relationship;

14.3.2 not to use, copy or retain any copies of Confidential Information except for the purposes for which it is so provided or generated, without the prior written consent of GoWash;

14.3.3 to keep all Confidential Information in a safe and secure place;

14.3.4 to ensure that the Confidential Information is disclosed in confidence only to such persons as is essential for the purposes of carrying out the Services as provided for in this Agreement;

14.3.5 not during the Term of this Agreement or within 6 months thereafter to approach, solicit and or undertake Services direct for any GoWash Customers;

14.3.6 not to disclose any Confidential Information to any third party except with the prior written consent of GoWash or as required by law;

14.3.7 that these obligations do not apply to any information which is published or otherwise comes into the public domain other than in consequence of a breach of this Agreement by the Service Operator or a breach of confidence by a third party;

14.3.8 that any information supplied to the Service Operator or copied by it for the purposes of this Agreement will be returned to GoWash upon demand and in any case upon the cessation of the Agreement;

14.3.9 that the full provisions of this clause 14 shall remain in full force and effect insofar as reasonably necessary to enable GoWash to protect its business after termination of this Agreement for whatever reason.

## **15. Third Party Rights**

15.1 Except as set out in clause 15.2 below, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Service Operator and GoWash shall have any rights under it.

15.2 The provisions of clauses 4.1.1 – 2 and clause 7 confer benefits on the GoWash Customers and are intended to be enforceable by the GoWash Customers by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **16. Notices**

16.1 Any notice or other communication required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language and shall be addressed to the last known address and may be:

16.1.1 personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or

16.1.2 sent by first class prepaid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or

16.1.3 sent by email, in which case it shall be deemed to have been received at 8am on the next Business Day provided that an email delivery failure notice is not received by the sender.

16.2 Any party to this Agreement may notify the other parties of any change to its address provided that such notification shall be effective only on the date specified in such notice or five Business Days after the notice is given, whichever is later

## **17. Miscellaneous**

### **17.1 Whole Agreement:**

Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.

### **17.2 Supersedes prior Agreements:**

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

### **17.3 Variation to this Agreement**

GoWash reserves the right to vary the terms of this Agreement by updating the GoWash Terms and Conditions, provided that GoWash shall notify the Service Operator at least 28 days in advance of the effective date of any such amendments to the GoWash Terms and Conditions and the Service Operator shall be entitled to terminate this Agreement prior to those amendments taking effect.

### **17.4 Sub-Contracting and Assignment**

The Service Operator shall not, without the prior written consent of GoWash, sub-contract, transfer or assign any of its obligations under this Agreement.

### **17.5 Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



## **Annex**

### **GoWash Self-Billing Agreement**

#### **This is an agreement to a self-billing procedure between:**

The Customer: The Go Holding Group Limited (T/A GoWash), C/O 1st Floor Prospect House, Rouen Road, Norwich, NR1 1RE, United Kingdom with company registration number 12248082

And

The Service Operator

Whereby The Go Holding Group Limited (customer) agrees

1. To issue self-billed invoices to them weekly for all supplies until termination of the main Agreement signed between the two parties.
2. To complete self-billed invoices showing the suppliers name, address and VAT registration number (if present), together with all the other details which constitute the full invoice.
3. To make a new self-billing agreement in the event that their VAT registration number changes.

The Service Operator (self-billee) agrees:

1. To accept invoices raised by the customer on their behalf until termination of the main agreement signed between the two parties.
2. Not to raise sales invoices for the transactions covered by this agreement
3. To notify the customer immediately if they sell all or part of their business, their VAT registration number changes or they de-register for VAT.