
TWIGGLS LTD TERMS AND CONDITIONS

1. The Agreement:

- 1.1 Twiggls is a website-based business which provides details of Driving Instructor services available for hire. All Driving Instructor services featuring on the website are provided by self-employed individuals or companies. Twiggls are not employers of the Driving Instructors featured and any provision of services would be subject to contract between a Driving Instructor and Twiggls has no responsibility, obligation or control over how any Driving Instructor services are provided.
- 1.2 Upon registering on, placing of all and any orders (including booking of lessons and/or hiring of Driving Instructors, on or utilising listed services or upon accessing or utilising the website <https://twiggls.com/> the following Terms and Conditions (the “**Agreement**”) are deemed accepted in their entirety by you (the **Customer**) and **Twiggls Ltd**.
- 1.3 **Twiggls Ltd** registered office is **62 Adlington Close, London, England, N18 1XL** Registered number **13729022** in England and Wales (“Twiggls”)
- 1.4 Individually the Customer and Twiggls are referred to as a Party, together as the Parties.
- 1.5 The Parties agree that the Services shall be carried out subject to the terms detailed herein (the “**Agreement**”) unless regardless of if the Customer register an account with Twiggls.
- 1.6 Twiggls reserves the rights to amend the Terms and Conditions from time to time, without notice. The Customer agrees and acknowledges it is their responsibility to review any amendments or alterations to the Agreement. Any continued use of the Website will be deemed as acceptance of any amendments in their entirety.

2. Provision of Services

Twiggls agrees:

- 2.1 To use reasonable endeavours to undertake and provide the Services in accordance with the specifications detailed on the Website <https://twiggls.com/>
- 2.2 To manage the Website in a diligent manner including taking reasonable steps to take virus preventative steps on the website.
- 2.3 To use reasonable endeavours to advertise Customers Services and/or requirements as agreed.
- 2.4 To use reasonable endeavours to provide a booking service subject to the terms of this Agreement.
- 2.5 To protect and process information as documented within the Privacy Policy which can be found at <https://twiggls.com/privacy-policy/>
- 2.6 All complaints will be processed and acknowledged within 7 working days

- 2.7 To use reasonable endeavours to follow processes to prevent misuse of the website

The Customer agrees:

- 2.8 To certain information being stored in line with the privacy policy which can be found here and to comply with the Policy at all times <https://twiggl.com/privacy-policy/>
- 2.9 All complaints must be made within 12 hours to the following email address complaints@twiggl.com. All complaints will be processed and acknowledged within 7 working days.
- 2.10 The outcome and any decision of any complaint is made at the sole discretion of Twiggls.
- 2.11 To provide all reasonable assistance to Twiggls to achieve the objectives agreed between themselves and Twiggls or any of their customers, agents or representatives.
- 2.12 To take all reasonable precautions when utilising the Website.
- 2.13 To not include any content which can be, or is in the sole discretion of Twiggls, be deemed as either inappropriate, defamatory, offensive, illegal or contrary to the ethos and/or policies of Twiggls and to immediately report any content that could be deemed to fall into any of these categories.
- 2.14 Twiggls has no responsibility for the actions or omissions of any users of the website or their services, including for the avoidance of doubts any user or provider of Driving Instructor or professional services.
- 2.15 To report immediately any actual or perceived threat to the security of their account of the website of Twiggls, including any possible misuse or disclosure of passwords.
- 2.16 The Customer agrees to be ranked, reviewed and rated at Twiggls sole discretion, for these to be available for the public to view and agree that these are subject to change at any time without notice.
- 2.17 To not upload or utilise in any way any content which could infringe any third-party Intellectual Property or propriety rights.
- 2.18 To not upload or utilise in any way any content where they do not have correct and full permissions or rights to do so, including where there is a perceived or actual threat to privacy or security (at the sole discretion of Twiggls).
- 2.19 To remove any content immediately if so requested by Twiggls for any reason.
- 2.20 Twiggls has no responsibility to check the accuracy of personal details provided or recorded, including contact details, experience and qualifications. It is the sole responsibility of the Customer to ensure any and all information is accurate, complete and adequate.
- 2.21 Any Driving Instructor or professional services sourced through the website are provided under a contract between the provider and recipient of the services directly and Twiggls

has no liability or obligation in regard to the services provided. A Driving Instructors method of working is entirely their own and they are not subject to the control of Twiggls in any way.

- 2.22 In no way shall the customer restrict any right of Twiggls or any Driving Instructor to conduct its business activities or prevent Twiggls from dealing in the ordinary course of business with third parties who may be involved in competitive practices or from soliciting for or tendering for business in any way.
- 2.23 Twiggls and any party providing services to customers of Twiggls are not obligated to provide any further or future Services or support outside of those detailed on the Website or otherwise agreed explicitly.
- 2.24 Twiggls has the right to assign and or sub-contract whole or part of the Services, at any time.
- 2.25 Providers of Driving Instructor services have the right to assign and or sub-contract whole or part of the Services, at any time and have a right to substitute any person providing services without notice.
- 2.26 The Customer agrees, subject to any explicit exclusions within this Agreement, Twiggls shall not be held responsible for any damages the Customer suffer as a result of the Services provided by Twiggls or detailed on the website.
- 2.27 The customer is responsible for assessing the suitability of any and all parties, including the expertise, qualifications, insurance policies, credentials, references and Disclosure and Baring Service status, Twiggls are in no way responsible or have direct control for any Party who utilises their Website or is introduced via the Website.
- 2.28 Customers are responsible for ensuring that they have the correct Lesson location and are at the Lesson location ready at the agreed time as booked on the Website. Provision of these details is outside of any obligations the Twiggls.
- 2.29 Any statements or actions of Twiggls, including but not limited to any statements on the Website are not intended to be and shall not be deemed to constitute a guarantee by Twiggls of any outcome, within a specified timeframe or at all, or any warranty of a standard or any guarantee. Any statements in any form on any matter are expressions of opinion only and does not constitute professional advice and in no circumstances will Twiggls be liable for any decision made or action taken by the Customer in reliance of any information, statements, documentation or action of Twiggls.
- 2.30 Twiggls has no responsibility and provides no warranty to the accuracy of any information posted on the website or communicated by or on another's behalf, including for the avoidance of doubt any customer, client, agent or affiliate of Twiggls.
- 2.31 The Customer acknowledges Twiggls has no responsibility to provide or support or other facilities necessary or desired to support the provision of any Driving Instructor services. Twiggls is not responsible for the provision of any Driving Instructor services, the provision of all and any Driving Instructor services is provided under a direct agreement between the recipient and the Driving Instructor.

- 2.32 That all information provided within the application process is true, accurate and fully disclosed
- 2.33 To notify Twiggls immediately to any changes, including any complaints, cautions, convictions or investigations.
- 2.34 They have the right to substitute the provider of any service at any time, but any substitution will become a party to these terms and the Customer warrants they will be liable for the substitution and any indirect or direct losses or damages suffered.
- 2.35 That Twiggls has the right to record and use any records for any purpose they wish subject to any explicit restrictions within this Agreement (including for avoidance of doubt the Privacy Policy of Twiggls).
- 2.36 Subject to any explicit exclusions within this Agreement, Twiggls shall not be held responsible for any damages suffered as a result of using the Website or Twiggls and the consumer acknowledges that in no circumstances shall Twiggls have any liability for loss of earnings, opportunity, goodwill, reputational damage or loss of data.
- 2.37 If membership is suspended or be cancelled the Customers details, account and any related information may be permanently deleted and may not be retrievable .

Provision of Driving Instructor Services:

Where the Customer is a Driving Instructor they further agree:

- 2.38 Driving Instructors are independent service providers and will provide all facilities, equipment, material and be solely responsible for providing and planning the services, including the location, hours and type of services applicable.
- 2.39 To comply with Twiggls policies and comply fully and completely with the registration process.
- 2.40 That they hold adequate car Insurance, professional indemnity and Public Liability insurance to protect themselves against any liabilities arising out of this Agreement
- 2.41 To comply to any required standards, regulations and legislation and to conduct themselves in the highest of standards.
- 2.42 They are over the age of 18 years of age.
- 2.43 They have the eligible legal status to work within the UK and are registered wit HMRC as a self employed Driving Instructor or are providing services as company which provides Driving Instructor services which is registered as a company with HMRC.
- 2.44 To provide a copy of relevant insurances, details of experience, professional Insurances (including car and Professional Indemnity, referees and any other information reasonably requested by Twiggls.
- 2.45 To provide a copy of their Approved Driving Instructor (ADI) number and card, evidence

of current address and promptly notify Twiggls of any changes to the same.

- 2.46 That they will ensure that any substitute has the eligible legal status to work within the UK and are registered with HMRC as a self employed or are providing services as company which provides Driving Instructor services which is registered as a company with HMC and be fully responsible for their payment and indemnify Twiggls in full from any losses, damages or claims brought or cause, directly or indirectly due to the substitution or their own actions.
- 2.47 Make every attempt to provide Driving Instructor services and contact the party whom had booked the services as soon as practicable if a cancellation or amendment is necessary and keep records of this to be shared with Twiggls if required.

3. Payments

- 3.1 Booking Fees will be as advertised upon the website and fees are subject to change without notice.
- 3.2 Subscription services shall be paid in advance monthly, quarterly or annually.
- 3.3 Any delay in payments may see membership accounts suspended or terminated without notice. If membership is suspended or be cancelled the Customers details, account and any related information may be permanently deleted and may not be retrievable .
- 3.4 Payments will be required to be made online by Stripe <https://stripe.com/gb/privacy>
- 3.5 Twiggls reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and if for any reason it does not apply, interest shall be payable on overdue amounts at 6% over the Bank of England Base Rate.
- 3.6 All and any refunds are at Twiggls sole discretion.

4. Confidentiality

For the purposes of this Agreement **Confidential Information** means any and all confidential information, including without limitation any and all financial, commercial, know how or other information, data or material, howsoever recorded, preserved or disclosed, by the Disclosing Party to the Receiving Party which would reasonably be considered to be confidential having regard to all the circumstances of the disclosure.

- 4.1 The Parties hereby undertake to:
 - 4.1.1 not use the Confidential Information other than in connection with the provision of Services and as explicitly agreed; and
 - 4.1.2 not at any time (save as required by law) disclose or divulge to any person other than to the parties' officers or employees whose province it is to know the same any Confidential Information and
 - 4.1.3 use best endeavors to prevent the publication or disclosure of any Confidential Information by any other person.

- 4.2 The restrictions set out in Clause 4 shall cease to apply to information or knowledge which;
- 4.2.1 already in the receiving party's possession and was lawfully received from sources other than the disclosing party;
 - 4.2.2 independently developed by the receiving party;
 - 4.2.3 approved in writing by the disclosing party for release; or
 - 4.2.4 required by law, court order, or any governmental or other regulatory authority to be disclosed, provided that the receiving party has notified the disclosing party prior to disclosure; or
 - 4.2.5 comes into the public domain otherwise than by reason of the default of confidentiality obligations; or
 - 4.2.6 rightfully received by the receiving party from third parties without breaching secrecy obligations;

5. Termination

- 5.1 Twiggls can terminate any of the services offered or advertised and alter or withdraw any feature or information without notice or payment of any compensation (without prejudice to other rights in law to terminate this agreement) If in the sole opinion of Twiggls the Customer has breached any of the terms of the Agreement or for any reason.
- 5.2 The Customer can terminate the subscription by giving 30 days written notice through sending an email to info@twiggls.com

6. Tax Liabilities

- 6.1 The Customer agrees to be responsible for and to comply fully with all income tax liabilities and national insurance or similar contributions in respect of any fees received in connection with this Agreement.
- 6.2 The Customer hereby agrees to indemnify Twiggls in respect of any claims that may be made by the relevant authorities in respect of income tax and national insurance or similar contributions.

7. Indemnity

- 7.1 The Customer further warrants:
- 7.1.1 If providing Driving Instructor services to take out and maintain throughout the term of this Agreement, adequate car Insurance, professional indemnity and Public Liability insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of Twiggls, evidence of the insurance policy or policies and relevant renewal receipts for inspection;
 - 7.1.2 To indemnify Twiggls for all and any claims and liabilities arising directly or indirectly out of the use of the Twiggls website.

8. Warranties

The Parties agree and Warrant

- 8.1 They have the capacity to enter into this agreement on behalf of the contracting party (if acting in capacity of a business or organisation).
- 8.2 Twiggls has no responsibility and provides no warranty to the accuracy of any information posted on the website or communicated on another customers behalf.

9. Data Protection and Data Processing

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and Twiggls Privacy Policy and any applicable laws Applicable Laws means (for so long as and to the extent that they apply to Real Analytics) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK. . For the Purposes of this Agreement means the Data Protection Act 2018 which incorporates the General Data Protection Regulations.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Twiggls is the data controller and the Customer is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 9.3 Without prejudice to the generality of Clause 12.1, Twiggls will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Customer for the duration and purposes of the Contract.
- 9.4 Without prejudice to the generality of Clause 12.1, the Customer shall, in relation to any Personal Data processed in connection with the performance by The Customer of its obligations under the Contract:
 - 9.4.1 Process that Personal Data only on the written instructions of twiggls unless The Customer is required by Applicable Laws to otherwise process that Personal Data. Where The Customer is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, The Customer shall promptly notify twiggls of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit The Customer from so notifying twiggls;
 - 9.4.2 Ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 9.4.3 Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.4.4 Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of twiggls has been obtained and the following conditions are fulfilled:
 - 9.4.4.1 Twiggls or the Customer has provided appropriate safeguards in relation to the transfer;
 - 9.4.4.2 The Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - 9.4.4.3 The Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 9.4.4.4 The Customer complies with reasonable instructions notified to it in advance by Twiggls with respect to the processing of the Personal Data;
- 9.4.5 Assist Twiggls, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.4.6 Notify twiggls without undue delay on becoming aware of a Personal Data breach;
- 9.4.7 At the written direction of Twiggls, delete or return Personal Data and copies thereof to Twiggls on termination of the agreement unless required by Applicable Law to store the Personal Data.

10. Limitations of Liability

- 10.1 The provisions of this clause shall apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in this Agreement shall limit or exclude a Party's liability, for death or personal injury caused by its negligence; for fraud or fraudulent misrepresentation; for any other act, omission or liability which may not be limited or excluded by law.
- 10.3 none of the Parties shall have any liability to the other Parties for loss of profit (whether direct or indirect), goodwill or reputation, loss of data, or any indirect or consequential loss.
- 10.4 Subject to clauses, 10.1, 10.2 and 10.3 the Customer's total liability to Twiggls arising under or in connection with this Agreement shall be limited to £100,000 and Twiggls total liability shall be limited to £1000.00.

11. Intellectual Property (IP)

For the purposes of this Agreement Intellectual Property means all existing or future intellectual property including but not limited to rights anywhere in the world including any invention, patent, utility model right, copyright and related right, trade mark, trade name, internet domain name, design right, design, service mark, database right, topography right, right in get-up, right in goodwill or to sue for passing off and any other right of a similar nature whether registered (or capable of registration), and the right to apply for any of these.

- 11.1 This Agreement does not transfer any interest in Twiggls Intellectual Property Rights.
- 11.2 All Intellectual property Rights developed or created or provided by a Party during the provision of the Services shall be owned by that Party unless agreed otherwise in writing between the Parties.
- 11.3 The customer agrees not to infringe any of Twiggls or any third-Party's Intellectual Property or intellectual property rights, or any proprietary rights.
- 11.4 The Customer shall immediately give written notice to Twiggls of any actual, threatened or suspected infringement of Twiggls and any other third Party's IP of which it becomes aware.
- 11.5 The Customer agrees to take all reasonable action to protect the IP of Twiggls and agrees to adhere to guidelines regarding the use of the trademarks or brand marks of Twiggls and any other third Party.

12. Third Party Websites

- 12.1 The Website may include links to third-party website's that are controlled and maintained by Third Party Providers. Any link to other websites is not an endorsement of such websites and the Customer acknowledge and agree that Twiggls are not responsible for the content or availability of any such sites.

13. Variation & Changes to the Website.

- 13.1 In utilising the website the Customer agrees and acknowledges that Twiggls has the right to:
 - Change or remove (temporarily or permanently) the website or any part of it without notice
 - Change, remove or discontinue any service, or promotion as advertised on this website any time without notice
 - Change or discontinue any promotional discount vouchers or coupon codes at any time with notice and

The Customer acknowledges and agrees this may result in the loss of data available to them, their ability to view an activity or other content, included deletion of or resetting of a Customer's account (including any enquires).

The Customer further agrees that Twiggls shall not be liable to the Customer for any such change or removal, including but not limited to those detailed above. Any continued use of the customer following any and all changes demonstrates an acceptance to the variation.

- 13.2 No variation to this Agreement shall be valid or binding unless it is communicated in writing (including for the avoidance of doubt via the Website) by Twiggls.

14. Severability and Waiver

- 14.1 The validity or unenforceability of any particular provision of these terms shall not affect the other provisions and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 14.2 The waiver by any Party of any default or breach of this Agreement shall not constitute a waiver or any other subsequent default or breach.

15. No Partnership or Agency

- 15.1 The Parties agree it is nothing is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of any other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

16. Third Party Rights

- 16.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. Survival

- 17.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

18. Force Majeure

- 18.1 No Party shall be in breach nor liable for delay in performing or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

19. No Employment

- 19.1 Nothing shall render or be deemed to render the Customer or any employee or agent of, the Customer or an employee or agent of Twiggls. This Agreement does not create any mutuality of obligation between Twiggls and the Customer

20. Entire Agreement

- 20.1 This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements,

promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

21. Announcement

- 21.1 The Parties agree and acknowledge that Twiggls may use all and any Materials relating to Driving Instructor services for marketing and promotional purposes without first seeking any further consent and/or approvals from the Customer, including and not limited to where the materials have been solely created by the customer and that no compensation will be made for such use.

22. Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in accordance with the laws of the England. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of in connection with this Agreement or its subject matter or formation.