

IV. Terms & Conditions

1. RECITALS

- (a) *Jana Helps* is operated by The Company, and hereinafter referred to as Jana Helps or the Company.
- (b) *The Company* means the legal entity whose name and registered number appear on your either your Service Level Agreement, Booking Confirmation, Booking Form and subsequent Payment Requests or invoices
- (c) *Service Provider* means the person or persons or body at law who provide the Customer's requested service
- (d) *Client or Customer* means the Company, firm or person(s) who has engaged the Service Provider by making a booking with Jana Helps
- (e) *Booking* means any engagement agreed between the Customer and Jana Helps for the provision of Service Providers
- (f) *Price List* means the prevailing price list which is published by Jana Helps from time to time
- (g) *Charges* mean the periodic charges incurred for regular bookings whether calculated hourly or otherwise
- (h) *Estimate* means any written or verbal opinion relating to the potential costs of fulfilling the Customer's enquiry
- (i) *Fee(s)* mean supplemental costs incurred with us by the Customer as a result of using our services including those in paragraph 3 (c) hereof
- (j) *Booking & Management Fee* means solely the charge made & agreed for booking and managing a Service Provider for one or a series of visits
- (k) *Online* means any electronic service including the Internet, www.janahelps.co.uk, & any other website(s) operated by or on behalf of the Company
- (l) *Payment Request* means the email so headed and emailed to the Customer
- (m) *Terms & Conditions* means the Terms & Conditions published at www.janahelps.co.uk
- (n) *Prevailing Terms & Conditions* means the Terms & Conditions published at www.janahelps.co.uk
- (o) *Indexing & punctuation* in these Terms & Conditions are provided for ease of navigation & reading only; no inference shall be drawn from them

2. GENERAL

- (a) No variation of these Terms & Conditions can be accepted save where such variations are agreed on behalf of the Company in writing and signed by a Board Director of the Company
- (b) All bookings are taken in accordance with Jana Helps prevailing Terms & Conditions
- (c) Jana Helps reserves the right to vary these Terms & Conditions without notice
- (d) The Customer agrees that the prevailing Terms & Conditions will always be superior to those contained in this document
- (e) Price Lists, Charges & Estimates are only valid at the date of communication to the Customer and may be varied at any time without notice. Regular Charges may be amended upon giving not less than fourteen calendar days' notice to the Customer

- (f) Jana Helps acts as an agent for the Service Provider (who may be an individual, body at law or a Jana Helps company) specified in your booking or invoice. Excepting where specifically stated otherwise in writing our service is limited to booking a Service Provider for you; our liability is limited to the value of the service we have provided
- (g) Where there is a conflict over a date & time with 'online bookings' this will be resolved on a first come first served basis
- (h) Should any contract or booking between the Customer and a Service Provider be cancelled or terminated for any reason whatsoever by the Customer prior to any booking or during a booking, the Customer will pay the full price or fee for the Booking. This provision shall also apply to any booking where your Service Provider is unable to access the property due to keys or codes etc. not being available, or, where parking provision has been agreed but is not available due to reasons outside our control including the Customer failing to supply appropriate permits, codes or access etc. or where in the opinion of a Competent Authority, agent of Jana Helps or a Service Provider deems the property or the area in which the service is to be delivered is unsafe. A Customer booking the services of Jana Helps online agrees to waive any rights, including 'cooling off' periods Consumer Protection legislation may offer. Further, that Fair Value is provided by Jana Helps in making such a Booking and, that the minimum charge for Fair Value shall be £25.00. Without prejudice to the foregoing Jana Helps may, from time to time at its absolute discretion exercise indulgence as it sees fit
- (i) Jana Helps may also introduce the Customer to third party contractors who will operate under their own Terms and Conditions of Business. Customers are advised to assess such contractors for the suitability of the services they provide. Jana Helps may receive a commission or an introduction fee from these contractors and does not accept any liability on behalf of such contractors who operate entirely independently
- (j) Should a Customer directly or indirectly engage the services of a Service Provider introduced by the Company other than through the Company, the Customer will be immediately liable for a Fee equivalent to 26 times the latest single booking charge.
- (k) No liability is accepted by Jana Helps for any consequential or other loss howsoever occasioned other than as required by law
- (l) The website janahelps.co.uk is operated by: JH System Management Limited registered in England 09325093 at 128 City Road, London EC1V who are also the controller of data gathered by Jana Helps and is registered by the Information Commissioners Office ZB531625
- (m) The trademark, name, logos of Jana Helps are beneficially the joint property of Jana Helps Limited 14336481 & Jana Helps Proprietary Limited 16350291 both registered in England at 128 City Road, London EC1V

3. PAYMENT AND ACCOUNTS

- (a) Jana Helps reserves the right to secure advance payments on account of costs incurred or to be incurred
- (b) Where specified in Part III of the Jana Helps Client Guide - Service Description notes payments shall be made in advance by the method specified to secure a booking
- (c) All Payment Requests and invoices issued by Jana Helps shall be settled in GBP on presentation by a method agreed between us. Thereafter:
 - (i) 'Statutory Interest' on the balance outstanding shall be levied
 - (ii) Where a Direct Debit fails on its first presentation a re-presentation Fee of £20 shall be applied, thereafter a collection Fee of a further £35.00 shall become due
 - (iii) Where a Card payment is presented or card invoice and our provider has been unable to collect it within 7 calendar days of the earlier of date of the invoice or first presentation to your card issuer a fee of £35.00 shall become due
 - (iv) Where we have made a disbursement on your behalf you agree to suffer a handling charge of 15% of the disbursement with a minimum of £10
- (d) Unless otherwise stated the Company has appointed JH Corporation Limited as its agent to collect all payments by the agreed method
- (e) If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts as they become due or has a winding up petition issued against it or being a Person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall:
 - (i) immediately consider the Customer as in default and in breach of these Terms & Conditions
 - (ii) in respect of all unpaid debts due from the Customer to the Company have a general and unconditional lien on all goods and property in the Company's possession and shall on the expiration of fourteen days' notice be entitled to dispose of such goods or property in such a manner and at such a price as the Company thinks fit and to apply the proceeds toward such debts
- (f) Jana Helps shall be under no liability if it is unable to carry out the provisions of any contract for any reason beyond its control including (without limiting the foregoing) Act of God, Legislation, insolvency of supplier, wars, fire, flood, drought, contagion, failure of power supply, mechanical breakdown, lock out, strike or other action taken in contemplation of furtherance of a dispute or owing to any inability to procure goods for the performance of the contract. During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the Contract and pay any charges due in accordance with the Company's prevailing Terms & Conditions
- (g) In the event of any conflict between these Terms & Conditions and a Customer's terms of purchase, it shall be deemed that the Company's Terms & Conditions shall be the prevailing terms agreed to
- (h) Any indulgence on the part of Jana Helps or its lawful agents shall not prejudice either these Terms & Conditions nor of any current Service Level Agreement between us
- (i) All contracts shall be subject to the jurisdiction of English law
- (j) The Company reserves the right to assign the interest in any contract without prior notice

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Jana Helps is operated by The Company whose name and registered number appear on either your Payment Request, Ad-hoc & One-off Booking Confirmation, Garden Maintenance Plan, Homecare Plan, Handy Team Supplement or Service Level Agreement. The following entities are wholly owned subsidiaries of Jana Helps Company Limited (company number 14762423): JH System Management Limited (company number 09325093), Jana Helps Limited (company number 14336481), Jana Helps Proprietary Limited (company number 16350291), Jana Helps Management Limited (company number 16356437), JH Agency Limited (company number 14337017), JH Bureau Limited (company number 14967509), JH Corporation Limited (company number 14680182), JH Operations Limited (company number 14337121), JH Personnel Limited (company number 14336703) all registered in England at 128 City Road, London EC1V 2NX. All companies have appointed JH Corporation Limited as their collection agent.

Data Protection for Jana Helps Company Limited and its subsidiaries is managed by JH System Management Limited who process the data and are the controller of data gathered by Jana Helps and is registered by the Information Commissioners Office ZB531625

Jana Helps engages a number of employed or self-employed Service Providers. Should you need to write to them please email contact@janaheps.co.uk or write c/o Jana Helps, 128 City Road, London EC1V 2NX