

## 1. PARTIES

- a. These Terms supplement the agreement made between the parties that is set out in a Booking.
- b. We will start work when you accept our Booking. You can accept by letting us know that you accept, or by asking us to start work.

## 2. SERVICES

- a. The services to be provided are set out in the Booking. They can be amended by mutual agreement by email or by issuing a revised Booking.
- b. The fee is set out in the Booking. Unless otherwise specified, office out-of-pocket expenses (including stationary, telephone charges for phone based work, postage, USBs, DVDs, CDs, paper and consumables) will be charged as an additional charge.
- c. Quality Standards that are unique to the project are set out in the Booking.
- d. Unless otherwise specified in the Booking, the work is entirely undertaken at our premises. When asked to travel to other premises, travel time and travel expenses will also be separately chargeable.

## 3. BASIS OF AGREEMENT

- a. Our Services are provided on a 'business-to-business' basis. If you are using us for something personal (that is, as a consumer rather than related to your business), please let us know by email without delay. Any special cancellation rights you may have as a consumer will not override your obligation to pay for work that we have done in accordance with a Booking.
  - b. Authority: The person named in the Booking will be our main contact and has the authority to agree payments and tell us what work to do.
  - c. The Primary provider of Services will be identified in the Booking.
  - d. Associates: In order to provide continuity of cover, or the appropriate skills mix for your support, we may suggest the use of associates. We contract with our associates to provide appropriate levels of security and confidentiality in line with our service to you. You will have the right to accept or reject associates before they are used. Where our associates need access to your system we will ask you to provide individual access codes so you can track and secure their use.
  - e. Time based Bookings only: If you want us to share time records with you, this must be specified in the Booking so that we can make sure we keep them and send them as required. Time based bookings are charged in 15 minute slots, so a five-minute call may incur a 15-minute charge if this is a unique call during the day. Fees will be subject to a minimum one-hour charge on days when work is required.
  - f. **Insurance:** The level of liability insurance we carry is set out in the Booking form. If you wish us to take out additional insurance, we are happy to do so if you agree to pay the additional cost. Normally this is an annual cost, and it may not be possible to refund the charge if you do not use us for the exact year that our insurance runs. We will upon request show you our current certificates of cover and policy terms so you can take a copy.
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- g. We will not order any goods or services on your behalf unless that is authorised by the person identified as having the authority to do so (see 3b.).

#### **4. TIMING AND STANDARD OF PROVISION OF SERVICES**

- a. We will use our reasonable endeavours to deliver Services according to the timetable described in the Booking. We will notify you in advance if we expect that deadlines may not be met.
- b. Proof reading and sign off. While we do everything we can to ensure the accuracy of the work we do for you, the final sign off rests with you and it is your responsibility to check the work before it goes out.
- c. Timetables: Our ability to meet timetables depends on your giving us access on time to all the information or resources we need from you.
- d. Availability: Our normal working hours are displayed on our web site, and/or set out in the Booking. Availability outside these hours cannot be guaranteed without agreement in advance, and work outside those availability hours will be subject to additional work surcharges. Unless otherwise specified in the Booking, this additional work surcharge will be at 150% of the hourly rate fee for time based bookings, or the equivalent for fixed fee work. We are not available over the weekend or on Bank and Public Holidays unless expressly agreed.
- e. We have some software and equipment that we use at no additional charge to you. But where we need license fees, or usage fees in order to provide support for you we will charge to you the cost of any licenses you have authorised us to purchase. We will normally provide all software and equipment needed to perform the Services. We will set out in the Booking (or Booking amendments) what they are and whether they are chargeable to you.

#### **5. PAYMENTS DEDUCTIONS AND HOLIDAYS**

- a. Fees are chargeable in accordance with the Booking. Where applicable VAT will be charged at the appropriate rate. Additional expenses are charged as described in the Booking.
  - b. Normal hours of work and availability are set out in the Booking form. For work outside these hours, an additional rate may be applied as set out in the Booking form or under clause 4d above.
  - c. For urgent work given at less than 24 hours' notice, an urgent work rate may be charged at the rate set out in the Booking.
  - d. Out of hours and urgent work rates may both be charged for the same work if it is both urgent and out of normal hours.
  - e. Where the Booking is for a fixed fee retainer or project, additional work outside the scope of the original Booking will be charged at our normal hourly rate unless stated in the Booking.
  - f. Unless otherwise specified in the Booking, no more than 10% of retainer or project hours can be carried forward to the following month. Those hours must be used in the following month or will otherwise not be carried forward. Hours carried forward from one month to the next will be used first before the month's retainer hours.
  - g. Deposits are due for payment before work commences. The non-payment of a deposit may delay starting the work even if you have accepted the terms and asked us to start. Payments means when cleared funds appear in our bank account.
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- h. Payment is due as set out on the Booking or if not specified there within 7 calendar days from the date on the invoice. If you do not pay by the due date, we may reschedule further work until payment is made. Additional charges may be levied for PayPal or credit card payments – see Booking.
  - i. We reserve the right to charge interest on overdue amounts at the rate set out in the Booking, or where the Booking does not specify at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.
  - j. Upon payment of our fees and charges we will assign to you any agreed intellectual property rights as set out in the Booking.
  - k. This is a business to business arrangement where no worker's rights to statutory holiday apply between us and you. Our workers' holiday is our responsibility.
  - l. We shall keep records of our workers' leave for inspection by HMRC or any other enforcing body.
  - m. We shall deduct and pay over to HMRC any tax and national insurance that may be required under any tax obligation imposed on us. If you are involved in a dispute with HMRC over who should be paying such tax, we will produce the relevant receipts and paperwork to help you reduce or resist the demand.

## **6. OWNERSHIP OF WORK/COPYRIGHT ASSIGNMENT**

- a. The Rights in work done under this Agreement will be ours. Upon payment of our fees and charges we will assign to you the Rights in any work created under the Booking. We agree to sign any further documents needed to complete the transfer of Rights to you.
- b. Information and documents which we provide to you remain our absolute property at all times unless and until assigned to you.
- c. You promise not to breach any third party copyright rights in sending us material to work on. You promise not to use any confidential or restricted information that belongs to someone else in sending us work.
- d. We will keep full records of the work that we have done for you and the contacts we have made with people on your behalf. We will send you copies of these records regularly, or log them into your systems, as specified in the Booking.
- e. We will not access, use, copy, distribute, publish or adapt any part of any information, data or documents that you have paid for, for our own or any other person's benefit or purposes.

## **7. POLICIES AND PROCEDURES**

- a. Resolving problems: If there is anything about your project that is not going as you want, or if you have any query or complaint, speak to us straight away.
  - b. Health and Safety: When working at our own premises, we are responsible for our own health and safety.
  - c. Working at your premises: We may from time to time work at your premises and be covered by your Health and Safety policy.
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- d. We will work to the standard of your Social Media Rules and Data Protection Policy, or to ours – whichever is the highest standard. Any specific requirements must be specified in the Booking.

## **8. INFORMATION AND DATA**

- a. Your information and our confidentiality: We will only use or disclose Confidential Information provided to us in order to perform the services set out in the Booking, or if we are required to disclose it by a court order or under a statutory obligation.
- b. Documents and information: We will need to agree a safe and secure system of you sending us your confidential documents and information (and us returning them to you). We do not agree to be liable for data that is not securely transmitted to us. You must.
1. Share your Data Protection and Confidentiality policies with us.
  2. Specify what, if any, information (data) we can download, and where it should be saved on our PC or other device or location.
  3. Specify what secure mediums you want to use to send, store, and receive confidential data and information relating to any identifiable individual.
  4. Note that we may make and keep temporary backups to ensure continuity of service.
- c. Any passwords you give us are for our exclusive use. We will report any password changes required by site security and make sure you have up to date access. We will not share this access with any individual. You will provide additional passwords and access if additional team members need to use your system.
- d. We will not set up any social media or email account or fan/group/web/forum pages using our name or our brand name(s), or for people to respond to unless your Booking specifically says so.
- e. Data protection: Information about living individuals is protected by data protection legislation.
1. If requested, we will check where (geographically by country) information on our system is held, and that it is securely held and not available to anyone other than you.
  2. We will then notify you of the responses and let you know what steps we have taken to make it secure.

## **9. RESTRICTION AND LIMITATION**

- a. Whilst working with us, you may be working with our associates and employees who support us. They are all under contractual terms that prohibit them from working directly for our clients for a period of time after they work for you. If you genuinely want one of our team to work directly for you, we would consider releasing them from their contractual obligations for a suitable fee representing the all-in cost of locating, recruiting and training a substitute and our loss of profit during this period.
- b. Force majeure: We will not be liable for failure to provide services where it is not reasonably practicable to do so due to circumstances beyond our control
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- c. Limitation of liability: Our fee rates are determined on the basis of the limits of liability set out in these Terms. Before contracting for work to be done, you may request that we agree to a higher limit of liability (provided insurance cover can be obtained therefor) in which case our fee rates may be adjusted or an additional charge may be made.
- d. There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of services or relating to the supply of products.
- e. We shall have no liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- f. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the services which gives rise to such liability.
- g. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.

## 10. TERMINATION

- a. Either party may end an Agreement by giving one month's notice in writing. Notice shall be given by email to the address used on the most recent Booking unless a new email address has been notified by either party.
- b. Termination of this agreement shall not affect rights and obligations already accrued prior to termination.

## 11. DEFINITIONS AND LAW

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

"Booking"	an agreement that we will supply Services on specified occasions and/or with a specified outcome as set out in a Booking Form or in a formal proposal.
"Clause"	a numbered clause of this Agreement.
"Confidential Information"	all information: <ul style="list-style-type: none"><li>– that we discover because of or through our connection with you; and</li><li>– which is about or relating to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).</li></ul>

However, "Confidential Information" does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.

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“Including”	the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
“Project Agreement”	the agreement comprised in a Booking and these Terms.
“Rights”	includes: <ul style="list-style-type: none"><li>– intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and</li><li>– the right to apply for or register any such protection, and</li><li>– all rights relating to trade secrets and other unpublished information.</li></ul>
"Services"	the work to be supplied or the outcomes to be achieved by us, as set out in a Booking.
“You”	refers to the person, firm or organisation for whom Services will be performed by us.
“We” and “us”	refers to the person, firm or organisation agreeing to provide Services.

- b. No waiver: If we or you delay or fail to enforce any term of a Booking or these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
  - c. Severability: If any provision of a Booking or these Terms is unenforceable, it shall be struck from the Project Agreement to the minimum extent necessary to make the Project Agreement enforceable and this shall not affect the enforceability of the other provisions of the Project Agreement.
  - d. Law and jurisdiction: All Project Agreements are governed by English law and subject to the exclusive jurisdiction of the English courts.
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