



TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions (the Conditions) apply to the provision of the services detailed in our estimate (the Estimate and the Services) addressed to you to whom we have agreed to provide the same (the Contract).
2. You are deemed to have accepted the Conditions when you accept the Estimate or from the date of any performance of the Services (whichever happens earlier) and the Conditions and the Contract comprise the entire agreement between us.
3. You acknowledge that you have not relied on any unwritten statement, promise or representation made or given by or on our behalf. The Conditions apply to the Contract to the exclusion of any other terms that might otherwise be imposed or incorporated, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice versa.

Services

7. We warrant that we will use reasonable care and skill in the performance of the Services which are necessary to comply with all contemporaneous applicable laws or other regulatory requirements.
8. We will use reasonable endeavours to complete the performance of the Services within the time set out in the Estimate, however time shall not be of the essence in the performance of this obligation.
9. All of the Conditions apply to all supplies associated with the provision of the Services.

Your obligations

10. It is your responsibility to obtain all permissions, consents, licences or other authorities which are pre-requisite to our provision of the Services unless such responsibility is specifically accepted by us in the Estimate.

11. You will upon request provide us with all relevant information, materials, properties and other matters which we need to provide the Services.

12. You accept that your compliance with conditions 10 & 11 (amongst others) is fundamental to our being able to deliver the Services in accordance with the Contract and that any delay in doing so might result in a delay for which we are not to be held responsible.

Fees

13. Our fees are specified in the Estimate and are based upon what we anticipate is involved in the provision of the Services in the light of your instruction. If it transpires that our brief is likely to be extended then we will advise you accordingly and when doing so advise as to the amount of any increase in our fees and the basis for such increase. It will be for you to accept the increase within 14 days of being so advised to enable us to proceed.

14. Additionally, it is possible that additional fees will be incurred in the ordinary course by reason of unforeseen events. In anticipation, while we will use reasonable endeavours to keep costs to a minimum we will need to recover (a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, (b) the cost of unanticipated services provided by third parties and required by us for the provision of the Services, and (c) the cost of any materials required for the provision of the Services. We will not incur any of these additional expenses without having firstly advised you thereof in writing and affording you an opportunity to comment/object.

15. Our fees are subject to any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

16. We reserve the right to withdraw, cancel or amend the Estimate if it has not been accepted by you within 30 days from the date that it is submitted to you.

17. If at any time during the provision of the Services you wish to amend the same in any way then you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and any additional costs will be invoiced to you accordingly.

18. If, due to circumstances beyond our control we are required to change the agreed manner of delivery of the Services then we will advise you accordingly as soon as possible. If we are unable to agree on a way forward then either of us will be entitled to determine the Contract and you will then only be required to account to us on a proportionate basis.

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Payment

19. We will invoice you for payment of our fees either:
- (a) when we have completed the Services, or
 - (b) on the invoice dates specified in the Estimate.
20. Our fees are payable within 30 days of the date of our invoices or otherwise in accordance with any credit terms agreed between us.
21. Time for payment is of the essence of the Contract.
22. Without limiting any other right or remedy we have for recovery or statutory interest, if our fees remain outstanding beyond the payment period set out above, they will attract interest at 5% pa above Lloyds Bank base rate from time to time calculated on a day to day basis and payable on demand.
23. All payments due are to be paid in full without any deductions or withholding except as required by law and neither of us can assert any credit, set off or counterclaim against the other to justify withholding payment in whole or part.
24. Should any fees not be paid as above then we reserve the right to suspend any further provision of the Services.
25. Receipts for payment of fees will be issued upon request.

Sub-Contracting and assignment

26. We reserve the right to subcontract any elements of the Services to specialists for whose work we acknowledge that we will be responsible. In relevant cases we will ensure that any subcontractors enter into necessary confidentiality agreements in order to preserve the integrity of your product.
27. Neither of us is entitled without the prior written consent of the other to assign or transfer all or any of our respective rights and obligations under the Contract.

Termination

28. We reserve the right to cancel the Contract with immediate effect in the event that you:
- (a) commit a material breach of your obligations under the Contract which is not resolved within 7 days of our notification to you thereof;
 - (b) fail to make payment of our fees as provided above;
 - (c) enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or
 - (d) become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors.

Intellectual property

29. All copyright and any other intellectual property rights which may subsist in respect of the Services and anything supplied in connection with them will, subject to the payment in full of our fees, be your absolute property and we will enter into whatever confirmatory paperwork that you reasonably require to so confirm.

Liability and indemnity

30. Our liability under the Contract, in breach of statutory duty, in tort or misrepresentation or otherwise, shall be limited as set out hereunder.
31. The total amount of our liability is limited to the total amount of fees payable by you under the Contract.
32. We are not liable for:
- (a) any indirect, special or consequential loss, damage, costs or expenses;
 - (b) any loss of profits, anticipated profits, business, data, reputation or goodwill, business interruption or other third party claims;
 - (c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control, or
 - (d) any losses caused directly or indirectly by any breach of your obligations.

Data Protection

33. When providing the Services, we may need to gain access to and/or acquire the ability to transfer, store or process personal data of your employees.
34. It is agreed that where such processing of personal data takes place, you will be the "data controller" and we shall be the "data processor" as defined in the General Data Protection Regulation (EU) 2016/679 (GDPR) as may be amended, extended and/or re-enacted from time to time.
35. For the avoidance of doubt, "Personal Data", "Processing", "Data Controller", "Data Processor" and "Data Subject" shall have the same meanings as in the GDPR.
36. We will only process Personal Data to the extent reasonably required to enable us to provide the Services or as requested by and agreed with you and will not retain any Personal Data longer than necessary.
37. We will not disclose Personal Data to any third parties other than employees, directors, agents, or advisors on a strict "need to know" basis or to the extent required by applicable legislation and/or regulation.

Circumstances beyond a party's control

38. Neither party is liable for any failure of delay in performing their obligations where such failure or delay results from any cause that is beyond their reasonable control. Such causes include, but are not limited to, power or internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, government action or any other event that is beyond the control of the party in question. If any delay continues for a period of 90 days either party may terminate or cancel the Contract.

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Communications

39. All notices under the Contract must be in writing and signed by or on behalf of the party giving notice and addressed to the addressee at its last known operating address (or if there are more than one, to each of them).

40. Notices shall be treated to have been duly given:

(a) when personally delivered, on the date of delivery if before 4.00pm on a working day or if later on the following working day;

(b) when sent by prepaid recorded delivery mail, 2 working days following the date of posting, or

(c) when sent by email (or other electronic means), on the date of receipt of the communication (which it is for the sender to prove) before 4.00pm on a working day or if later on the following working day.

No waiver

41. No delay, act or omission by a party in exercising its rights or remedies will be deemed a waiver of that right or remedy or the ability to thereafter pursue the same subject to statute.

Severance

42. If one or more of these Conditions or those of the Contract is/are found to be unlawful, invalid or otherwise unenforceable then they shall be deemed to be deleted and the Contract construed accordingly.

Law and jurisdiction

43. The parties irrevocably submit to the exclusive jurisdiction of the laws and courts of England and Wales for all purposes of the Contract.

