

**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 stationery, 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. We will not order any goods or services on your behalf unless it is authorised by that person.
- c. The primary provider of Services will be identified in the Booking.
- d. **Associates:** We may use associates to provide continuity of cover or the appropriate skills mix for your Booking. We will tell you by email who we intend to use. You will have the right to accept or reject associates before they do any work for you. Where our associates need access to your system, we will ask you to provide individual log-ins so you can track and secure their use. We contract with our associates in writing to provide appropriate levels of security and confidentiality in line with our service to you. Where they access personal data about living individuals we will share your data processing instructions.
- 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:** If we carry professional indemnity insurance, we set out the amount we are insured for in the Booking form. If that field is blank that means we are not currently insured. If you wish us to take out insurance or 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. You can ask us for a copy of our current certificates of cover and policy terms.

#### **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 let you know if we expect that deadlines may not be met. Where work is undertaken by retainer and no deadline was specified in the Booking you must specify your priorities and deadlines in line with the number of hours/amount of work you have purchased. For example, if you purchase five hours a week of time and need 20 hours in a particular week to support a deadline you will need to specify that deadline and authorise the payment of additional hours and seek confirmation that we have sufficient availability to meet your needs.
- 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. We are not available over the weekend or on Bank and Public Holidays unless expressly agreed.
- e. We have some software and equipment we use at no additional charge to you. But where we need license fees or usage fees to provide support for you, we will charge you the cost of any licenses you have authorised us to purchase. We will normally provide all 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. FEES, PAYMENTS AND EXPENSES**

- 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 150% of the hourly rate fee for time-based bookings (or the equivalent for fixed fee work).
- 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, or, if none, at 150% of the hourly rate fee for time-based bookings (or 150% of the rate for fixed fee work).

- 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. We will apply the out-of-hours work surcharge to the normal hourly rate and then the urgent work surcharge to the resulting out-of-hours rate.
- 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 (subject to c. and d. above) unless stated otherwise 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.
- h. Payment is due as set out on the Booking or if not specified there within seven 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, credit card payments, specific payment methods – 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. Any time and expenses incurred in responding to your requests to audit data for GDPR compliance or complying with an external legal body's legal requirements to disclose information or submit to audit may result in charges at our normal rate for the work incurred.
- k. Upon termination of a Booking or this Agreement further time-based charges may be incurred in handing over, returning, data, or responding to enquiries. This would be charged at our normal hourly rate.
- l. If you specify that we should securely store data for you in our software or systems for longer than six weeks after the termination of a Booking, we reserve the right to charge for this storage and securing at the rate of £500 a year or such other amount as specified in the Booking.
- m. 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. We shall keep records of our workers' leave for inspection by HMRC or any other enforcing body.
- n. 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 specifically created under the Booking. We agree to sign any further documents needed to complete the transfer of Rights to you. This will not include the Rights to any templates or structures or methodologies that we used to create your material.
- 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 created uniquely for you (once 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. Once you have signed off work as complete, the work is complete and further changes will be charged separately.
- 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.
- d. Any further specific requirements must be specified in the Booking.

## **8. CONFIDENTIAL INFORMATION**

- a. **Your information and our confidentiality:** You may need to share Confidential Information with us. It may be business information or information about individuals (which is also covered in Clause 9 below). We will only use Confidential Information that you send us to perform the Services set out in the Booking or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did for you. We will keep information in line with our Data Retention Policy (a copy of which can be found with our Data Privacy Policy).
- b. **Documents and information:** We will need to agree with you 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.
- c. **Passwords:** 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 (including our associates). You will provide additional passwords and access if additional team members are authorised to use your systems.

- d. **Log-ins:** Where you wish us to access systems that contain information that identifies living individuals, you should provide us (at your own expense) with a unique log in to your existing software platforms and systems.
- e. 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.
- f. Note that we may make and keep temporary backups to ensure continuity of service.

## **9. DATA PROTECTION AND GDPR**

- a. We will process your own personal data in line with our Data Privacy Policy. A link to our Data Privacy Policy can be found in the Booking Form.
- b. When you want us to access or use personal data about someone other than you (3rd party data), you must complete the appropriate Data Processing Form and send a copy by email from your usual business address.
- c. While processing personal data in the provision of Services, we will be acting as 'data processor' for you, and you are the 'data controller'.
- d. We will process personal 3rd party data on your behalf only in response to your written instructions (which may be in the Booking, Data Processing Form, or in separate email) except where we are required by law to do so.
- e. We are subject to a duty of confidence (see Clause 8a, and Clause 3d (in relation to our associates)).
- f. We will take appropriate measures to ensure the security of our processing of your 3rd party data.
- g. We will assist you in allowing 3rd parties to exercise any of their GDPR rights (including subject access). This will result in additional time-related charges (see clause 5).
- h. We will apply the security measures you set out in the Data Processing Form for protecting and securing your data. We will offer our advice as administrators on ways we think will work, but we are not offering legal advice on compliance and you should seek your own advice to satisfy yourself that your security measures are adequate.
- i. We will email you if we become aware of a personal data breach. We will assist you in your investigations in establishing how this occurred. We will assist you, as you may reasonably require, in meeting your GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments. This will result in additional time-related charges (see clause 5).
- j. On written request by you, we will delete or return all 3rd party personal data supplied by you or assembled by us in the course of delivering Services to you. This will result in additional time-related charges (see clause 5).

- k. Unless the Data Processing Form specifies otherwise, we will delete all 3rd party data from systems within our control within six weeks of the end of the Booking without returning copies to you; we will not remove data from systems you have given us access or log-ins to, since those systems will remain under your control and we would expect you to be removing our access to them after the end of a Booking.
- l. If you wish us to store 3rd party information beyond the termination of the Booking and the six-week run on, you must specify this in the Data Processing Form. This will result in additional related charges (see clause 5k).
- m. You may audit and inspect how we handle your 3rd party data. We will provide you with whatever information you need to ensure that the data processing obligations under GDPR Article 28 are being met; this will result in additional time-related charges (see clause 5).
- n. We will tell you immediately if we believe we are asked to do something infringing the GDPR or other data protection law of the EU or a member state. We are not legal experts and it is up to you to take appropriate legal advice on how to comply with GDPR rules and regulations.
- o. If you have instructed us to do something we believe is not within the law, we reserve the right to take advice from the Information Commissioner's help line and to act in accordance with their indications or advice.
- p. If you direct us to perform work that is counter to ICO indications or advice, we may seek a deposit from you against the likelihood of fines or other action being taken against us. We may specify such sum as we think is appropriate.
- q. It is your responsibility at all times to specify suitably secure platforms and processes and to share data with us in a secure way.

## **10. 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 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.
- c. **Indemnity:** You will indemnify us against any fines, costs, expenses, losses or other harm that comes to us from following any unlawful instruction or instruction to act in an unlawful way that was given by you.
- d. **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.

- e. 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.
- f. 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.
- g. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the services which gives rise to such liability.
- h. 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.

## **11. 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.
- c. Any work done after termination of a Booking or this agreement will be charged at the normal hourly rate or pro rata to our day rate. This will include responding to emails, returning information, finding information, or any other action taken as a result of an email or telephone call from you or the workgroup normally assigned to give instructions to us. If you wish to avoid this please remove us from all email groups and email correspondence and make no further requests for action or information. Termination of this agreement will not invalidate such charges and invoices should be paid in accordance with the terms of this Agreement.

## **12. 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.
- "Data Processing Form" the Form completed by you setting out the framework of the processing of personal and other data required by the Booking.
- "including" the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
- "Personal data"  
"Processing" information about identifiable living individuals. when applied to personal data, the term 'processing' means any operation applied to the data, including collecting, organising, storing, altering, retrieving, using, sharing and deleting it or any part of it.
- "Project Agreement" the agreement comprised in a Booking and these Terms.
- "Rights" includes:
- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and
  - the right to apply for or register any such protection, and
  - all rights relating to trade secrets and other unpublished information.
- "Services" the work to be supplied or the outcomes to be achieved by us, as set out in a Booking.
- "3rd Party Data"  
"You" personal data about an individual other than 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.