



TERMS OF BUSINESS

1. PARTIES

- a. These Terms supplement the agreement made between the parties that is set out in a Booking.
- b. You can accept our Booking by signing the booking form. No-one can process personal data for you (if that is applicable) until you have given written data processing instructions. Complete the Data Processing Form with this Agreement or use your own.

2. SERVICES

- a. The Booking describes the Services. The Services can be amended by an exchange of emails or by a revised Booking.
- b. The fee is set out in the Booking. Also chargeable are out-of-pocket office expenses (including stationery, telephone charges for phone-based work, postage, USBs, DVDs, CDs, paper and consumables).
- c. Quality standards that are unique to the project are set out in the Booking.
- d. When asked to travel to other premises, travel time and travel expenses will also be separately chargeable.

3. BASIS OF AGREEMENT

- a. Services are provided on a business-to-business basis. If you are paying for something personal (that is, as a consumer rather than related to your business), please email us without delay. Any special cancellation rights you may have as a consumer will not override your obligation to pay for work done in line with a Booking.
- b. **Authority:** The client contact named in the Booking will be the main contact and has the authority to agree payments and say what work to do. No goods or services will be ordered for you unless that person authorises it.
- c. The Booking identifies the primary provider of Services.
- d. **Associates:** Sometimes associates may be needed to provide continuity of cover or the appropriate skills mix for your Booking. We contract with our associates in writing to provide appropriate levels of security and confidentiality.
- e. **Time-based Bookings only:** Time-based bookings are charged by the minute.



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- f. **Insurance:** We set out the level of cover in the Booking. If you wish us to take out insurance or additional insurance, we are happy to do so if you agree to pay the extra cost. Usually 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 timetables described in the Booking. Where the Booking is for retainer work with no deadline specified, you should define your priorities and deadlines in line with the number of hours/amount of work you have purchased. For example, if you are buying five hours a week and need 20 hours in a particular week to support a deadline, you will need to specify that deadline, 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. 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. Late or slow payment will result in delay to work timetables.
- d. **Availability:** Our normal working hours are set out in the Booking. Availability outside these hours cannot be guaranteed without our prior agreement. We are not available over the weekend or on Bank and Public Holidays unless expressly agreed.
- e. **Out of office:** We will provide you with as much notice as possible when we are out of office. If we are out of office for at least an entire week, you will require at least two weeks' notice. If we are out of office for a period exceeding three days, you shall require at least one weeks' notice. We will endeavor to provide alternative cover if required for priority tasks during this period.
- f. We have some software and equipment we use at no additional charge to you. However, 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 typically provide all equipment needed to perform the Services.
- g. 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.



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5. FEES, PAYMENTS AND EXPENSES

- a. Fees are chargeable in accordance with the Booking. Where applicable, VAT/sales tax is charged at the appropriate rate.
- b. For work outside our normal hours, an additional rate may be applied as set out in the Booking. If no rate is set out in the Booking, the out-of-hours rate is 150% of the hourly rate fee for time-based bookings (or the equivalent for fixed fee work).
- c. 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 a. and b. above) unless stated otherwise in the Booking.
- d. No retainer or project hours can be carried forward to the following month unless previously agreed.
- e. Deposits or pre-payments are due for payment before work commences. Non-payment may delay work even if you have accepted the terms and asked us to start. "Payment" means when cleared funds appear in our bank account.
- f. Payment terms are set out on the Booking. If not specified there, payment is due within seven calendar days from the invoice date. If you do not pay by the due date, we may reschedule further work until payment is made. We may levy additional charges for credit card payments via Stripe or other specific payment methods.
- g. 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.
- h. We will charge for any time and expenses incurred in responding to your requests to audit data for GDPR compliance or complying with an external body's legal requirements to disclose information or submit to audit.
- i. Upon termination of a Booking or this Agreement, further time-based charges may be incurred in handing over, returning, data, or responding to enquiries.
- j. 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.
- k. This is a business to business arrangement where no workers' rights apply between us and you. Our workers' holiday is our responsibility.



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- i. If you are involved in a dispute with the tax authorities over tax that should have been charged to us, 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 Booking 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 those Rights to you. We retain 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 on which to work. 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. 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 are separately chargeable.
- b. **Health and Safety:** When working at our premises, we are responsible for our health and safety.
- c. **Working at your premises:** We may from time to time work at your premises, when your Health and Safety policy will apply.
- d. **Processing personal data outside the EU/EEA:** Where we are outside the EU/EEA and working in a country that has not had an adequacy decision for personal data standards, the Non-EU/EEA Model Clauses will apply.
- e. Any further specific requirements must be specified in the Booking.



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8. CONFIDENTIAL INFORMATION

- a. **Your information and our confidentiality:** We will only use Confidential Information to perform the Services set out in the Booking or if we are required to disclose it by law.
- 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. 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. **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 other than our associates. You will provide additional passwords and access if other 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 your name or your brand name(s), or for people to respond to unless your Booking explicitly says so.
- f. We shall keep any work undertaken confidential and not use it for personal gain or promotion without your written consent.
- g. Your business affairs shall not be discussed or disclosed to any third parties.
- h. We shall treat all personal data provided by you as confidential and shall not disclose it to any third party without your prior written consent, except as required by law.
- i. We shall ensure that all our associates who have access to personal data are bound by confidentiality obligations and are trained on the GDPR



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requirements and the importance of maintaining the confidentiality of personal data.

- j. We shall implement appropriate technical and organisational measures to ensure the confidentiality of personal data and to protect against unauthorised or unlawful processing and accidental loss, destruction or damage.
- k. We shall delete or return all personal data to you upon termination of this agreement, unless required by applicable laws.

9. DATA PROTECTION AND GDPR

- a. In compliance with the General Data Protection Regulation (GDPR) of the European Union and the UK the Parties agree to adhere to the following provisions related to the confidentiality of personal data:
- b. We will process your own personal data in line with our Data Privacy Policy.
- c. When you want us to access or use personal data about someone other than you (3rd party data), you must complete and sign the appropriate Data Processing Form and send a copy by email from your usual business address.
- d. While processing personal data in the provision of Services, we will be acting as 'data processor' for you, and you are the 'data controller'.
- e. 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 separate email) except where we are required by law to do so.
- f. We are subject to a duty of confidence (see Clause 8.a, and Clause 3.d for our associates).
- g. We will take appropriate measures to ensure the security of our processing of your 3rd party data.
- h. 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).
- i. 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 providing legal advice on compliance and you should seek your own advice to satisfy yourself that your security measures are adequate.
- j. 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 help you, as you may reasonably require, in meeting your GDPR



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obligations concerning 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).

- k. 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.
- l. 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 to which you have given us access or log-ins since those systems will remain under your control and we would expect you to be withdrawing our access to them after the end of a Booking.
- m. 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 5).
- n. You may audit and inspect how we handle your 3rd party data. We will provide you with whatever information you require to ensure that the data processing obligations under GDPR Article 28 are met; this will result in additional time-related charges (see Clause 5).
- o. 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.
- p. If you have instructed us to do something we believe is not within the law, we may take advice from the Information Commissioner's helpline and reserve the right to act according to their indications or advice.
- q. You shall indemnify and hold harmless the Service Provider against any damages incurred as a result of your failure to comply with your obligations under the GDPR.
- r. 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.
- s. 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. While working with us, you will be working with our associates. They are all under contractual terms that prohibit them from working directly for



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our clients for a period of one year 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 of 15% + VAT of the annualised retained hours 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 we can obtain insurance cover) in which case we may adjust our fee rates or make an additional charge.
- e. There shall be no personal liability of any of our directors agents or associates 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 gave 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 either party has notified a new email address.
- b. Termination of this agreement shall not affect rights and obligations already accrued before termination.
- c. We may charge for any work done after termination of a Booking or this agreement at the appropriate hourly rate or pro rata to our day rate. Chargeable work 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



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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 nor the due payment date for our invoices.

12. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant as follows;

- a. Authority. Each Party represents and warrants to the other Party that it has the legal right and authority to enter into this Booking and to perform its obligations under this Agreement.
- b. Compliance with Laws. Each party represents and warrants to the other party that it will comply with all laws, regulations, and rules that are applicable to its performance under this Booking.
- c. No Infringement. Each Party represents and warrants to the other Party that its performance under this Booking will not infringe upon or violate any intellectual property rights or other proprietary rights of any third party.
- d. No Conflicts. Each Party represents and warrants to the other party that its performance under this Booking will not conflict with or result in a breach of any other agreements or obligations to which it is a party or by which it is bound.
- e. No Representations or Warranties. Except as expressly set forth in this Booking, neither Party makes any representations or warranties of any kind, whether express or implied, with respect to the subject matter of this Booking.
- f. Survival. The representations and warranties of the parties will survive the termination of this agreement.

13. RELATIONSHIP OF THE PARTIES

- a. It is understood by the parties that the Service Provider is an independent service provider with respect to the Client and not an employee of the Client.
- b. You will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Service Provider.



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- c. The Service Provider will be responsible for any national insurance and tax payments.
- d. The Client has no direction and control over the Service Provider's location or work schedule and there is no mutuality of obligation for future work beyond this Agreement.

14. 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.
"Clause"	a numbered clause of this Agreement.
"Confidential Information"	<p>all information:</p> <ul style="list-style-type: none">- that we discover because of or through our connection with you; and- 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). <p>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.</p>
"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.
"Non-EU/EEA Model Clauses"	the document with this title.
"Personal data"	information about identifiable living individuals.



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- "Processing" 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.
- "Project Agreement" the agreement comprised in a Booking, these Terms, the Data Processing Form (if applicable) and other documents referred to there as forming part of the agreement between you and us.
- "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" personal data about an individual other than you.
- "The Client", "You" and "your" refers to the person, firm or organisation for whom we will perform Services.
- "The Service Provider", "We" , "us" and "our" 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:** This Agreement is governed by the law of our country (as set out in the Booking) and subject to the jurisdiction of our courts.