



## **SUE BOWMAN CONSULTING LIMITED**

### **OUR TERMS AND CONDITIONS**

The following Terms and Conditions ("Ts&Cs") apply to all Services provided by Sue Bowman Consulting Limited.

The term 'SBC' or 'us' or 'we' or 'our' refers to Sue Bowman Consulting Limited of Office 6, Unit 19, Waterford Business Centre, Brunswick Industrial Estate, Newcastle Upon Tyne, NE13 7BA.

The term 'Client' means the organisation or person who purchases Services from SBC and by accepting a Proposal or making use of the Services or making payment of an invoice to use the Services supplied acknowledges that they have read, understood and agreed to these Ts&Cs to the exclusion of all others.

#### **GENERAL**

All work is carried out by SBC on the understanding that the Client has agreed to SBC's Ts&Cs.

SBC will keep confidential and will not disclose to any third parties or make use of materials or information communicated to us in confidence for the purpose of the project, save as may be reasonably necessary to enable Sue SBC consulting limited to carry out our obligations in relation to the project.

SBC reserves the right to change any rates and any of the Ts&Cs at any time and without prior notice.

#### **PROJECT ACCEPTANCE**

At the time of proposal, SBC will provide the Client with a written estimate or quotation. The Client may send an official order or an email acknowledging acceptance of the quotation, which binds the Client to accept SBC's Ts&Cs. No work on a project will commence until acceptance of the quotation has been received by SBC.

#### **CONTRACT**

The acceptance of the proposal and these Ts&Cs constitute a Contract between SBC and the Client and both Parties agree to enter into such a Contract.

The order of precedence of those documents is: the Proposal followed by these Ts&Cs.

#### **CLIENT'S OBLIGATIONS**

The Client shall provide SBC with such information, support, co-operation and facilities as may be necessary in order to provide the Services.

#### **PAYMENT**

Payment by the Client will be expected within 30 working days of issue of the relevant invoice.

Payments may be made by online transfer or cheque. For online transfers please refer to the bank details in the proposal. Cheques should be made payable to Sue SBC Consulting Ltd.

If an invoice is not paid, in full, within the time detailed above then SBC reserves the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

The above notwithstanding, all new Clients are required to pay SBC a deposit in accordance with the proposal prior to SBC commencing work.

#### **COPYRIGHTS AND TRADEMARKS**

By supplying text, images and other data to SBC for inclusion in the Client's project, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by SBC on behalf of the Client, will remain the property of SBC until full payment has been received.

The Client agrees to fully indemnify and hold SBC free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.

#### **ALTERATIONS**

The Client accepts that any alterations to the project must be agreed in writing by both parties and that changes required over and above the original project or required to be carried out after acceptance of the proposal may be liable to a separate charge.

## **EXPENSES**

SBC's expenses form part of the project price. However, where extra expenses or time are incurred by SBC as a result of alterations to the project, the Client accepts that the Client shall be liable for any such fees or expenses

## **CANCELLATION**

Should the Client cancel a session, SBC reserves the right to charge a cancellation fee at the following rates:

- 8 to 14 days prior to the commencement date – 25% of the price;
- 7 days to 48 hours prior to the commencement date – 50% of the price;
- Within 48 hours prior to the commencement date – 100% of the price.

The waiving or reduction of this fee is at our sole discretion and will only be considered subject to the session being re-scheduled within 7 days of the cancellation OR within a mutually agreed timescale.

The above notwithstanding, no waiver or reduction shall be made in the case of cancellations made within the 48 hours from commencement.

## **TERMINATION**

This project will commence on the agreed date and will continue unless and until terminated

- as provided by the Ts&Cs; or
- upon completion of the Work; or
- by either party giving to the other not less 1 months' prior written notice; or
- if the other party should be in material breach of any provision of this Agreement on its part to be observed and performed and either such breach is incapable of remedy or the other party shall have failed to remedy such breach 30 days after receiving notice requiring it to remedy such breach; or
- if the other party is unable to pay its debts (within the meaning of Section 123 of the insolvency Act 1986) or becomes insolvent or an order should be made or a resolution for the administration, winding-up or dissolution of the other party (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrance; or
- if the Customer being an individual shall die or have a receiving order made against him or commit any act of bankruptcy.

Upon termination of this agreement the following shall become immediately due:

- Any and all outstanding invoices;
- Any costs accrued up to termination date not already subject to invoice;
- Any costs incurred by SBC upon termination of the project.

## **DISCLAIMER**

SBC:

- makes no warranties of any kind, express or implied, for any and all Services that it supplies;
- will not be held responsible for any and all damages resulting from the Services it supplies;
- is not responsible for any loss, or consequential loss, or non-delivery of products or services, of whatever cause.

Any claim against SBC shall be limited to the relevant fee(s) paid by the Client.

SBC reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Ts&Cs. SBC will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

## **WARRANTIES**

Both Parties warrant that they are authorised and permitted to enter into the Contract, and have obtained all necessary permissions and approvals.

Both Parties warrant and undertake that they are not aware as at the date of the proposal acceptance of anything within their reasonable control which might or will adversely affect their ability to fulfil the obligations under the Contract.

## **WAIVER**

No exercise, or failure to exercise, or delay in exercising any right or remedy by either Party shall constitute a waiver by that party of that or any other right or remedy.

#### **GOVERNING LAW**

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

#### **MEDIATION**

If at any time any question, dispute or difference whatsoever shall arise as to the formation, meaning, operation, validity or effect of the Contract or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of the Contract, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to a mutually agreed Third Party Mediator within 14 days of such notice.

#### **ARBITRATION**

If an attempt at Mediation should fail then the dispute or difference shall be referred to the arbitration of a single arbitrator to be agreed upon by the parties within 14 days of the failure of such an attempt, or in default of such agreement, to be nominated by the President for the time being of the Law Society of England and Wales such arbitration to be conducted in accordance with the Arbitration Act 1996.

#### **SEVERABILITY**

If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

#### **FORCE MAJEURE**

Neither party shall be liable to the other for delays in performance attributable to acts, occurrences, events or illnesses beyond the reasonable control of such party.

#### **HEADINGS**

The headings in these Ts&Cs are for convenience only and are not intended to have any legal effect.

#### **THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.