

WENDY WHITE ASSOCIATES

Terms & Conditions

This document outlines the “Terms and Conditions” between Wendy White trading as WENDY WHITE ASSOCIATES & you the client. It should be read in conjunction with the Confirmation of Project Brief or Services (the “Proposal”) to be supplied to you.

Confidentiality

For the protection of your confidential interests, WENDY WHITE ASSOCIATES would be engaged under a strict understanding which prevents the unauthorised disclosure of information. WENDY WHITE ASSOCIATES may disclose such information to its employees, agents or subcontractors who need to know such information and as may be required by law. WENDY WHITE ASSOCIATES shall not use any such information for any purpose other than to perform its obligations under the Proposal.

The client shall keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the client by WENDY WHITE ASSOCIATES and any other confidential information concerning WENDY WHITE ASSOCIATES business which the client may obtain. The client shall not use any such information for any purpose other than set out in the Proposal.

Acceptance

Any estimate or quotation of WENDY WHITE ASSOCIATES fees and expenses for an activity will remain open for acceptance for a period of 14 days from the date of issue of the Proposal. Any changes to the quotation will be discussed with you, and agreed in writing.

Fees

The fee rates or an estimate of WENDY WHITE ASSOCIATES fees and related expenses for a particular assignment will be communicated to you in the Proposal. Any estimate provided to you has been made in good faith on the basis of the information available to WENDY WHITE ASSOCIATES at the time of submission. The charges cover all time expected to be spent on the agreed activities. Any additional time either requested or agreed, will be charged at the rate in force from time to time as agreed with you. The parties agree that WENDY WHITE ASSOCIATES may review and increase its standard rates, at least every 6 months. WENDY WHITE ASSOCIATES will give you written notice of any such increase before the proposed date of the increase.

Any necessary agreed expenses, including travel will be charged to you at cost. Car mileage (if applicable) will be charged **at 45p per mile**. Any necessary travelling time beyond two hours duration per day, will be classed as working hours and charged accordingly (Please discuss any high-mileage/short-working time days with WENDY WHITE ASSOCIATES to agree the costs). Any other charges not specified in the Proposal will be subject to your agreement before expenditure is incurred. On occasions, with your agreement WENDY WHITE ASSOCIATES may seek advice from other professionals of which you will be advised in advance and those charges will be passed to you for payment.

Implementation

The implementation of any recommendations must be the result of the effective collaboration between WENDY WHITE ASSOCIATES and the client. Estimates of time for the implementation of the services are given in good faith and depend on the full co-operation of the client. WENDY WHITE ASSOCIATES will use their reasonable efforts to provide their services but cannot accept liability for factors outside of WENDY WHITE ASSOCIATES control. If WENDY WHITE ASSOCIATES performance of its services is prevented or delayed by any act or omission of the client, WENDY WHITE ASSOCIATES shall not be liable for any costs, charges or losses sustained or incurred by the client arising directly or indirectly from such prevention or delay. The client shall be liable to pay to WENDY WHITE ASSOCIATES on demand, all reasonable costs, charges or losses sustained or incurred by WENDY WHITE ASSOCIATES arising directly or indirectly from the client’s negligence, failure to perform or delay in the performance of any of its obligations.

Invoicing

WENDY WHITE ASSOCIATES will invoice client on a calendar monthly basis, or on completion of the Proposal, whichever is agreed. All charges are payable within **10** days of the invoice date. Time shall be of the essence for payment.

Without prejudice to any other right or remedy, if the client fails to pay the invoice on the due date, WENDY WHITE ASSOCIATES may:

- (a) charge interest on the outstanding balance at 5% Percentage points above the Bank of England Base Rate, accrued on a daily basis, or **£50** per month or part month, whichever is the greater. WENDY WHITE ASSOCIATES may also claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- (b) suspend all services until payment has been made in full.

Cancellation/ Postponement

If you cancel or postpone work, such as days agreed and set aside for project meetings, interviews, investigation, data collection or analysis; design of marketing collateral you may be charged on the following basis unless a specific Proposal sets out a different basis:

- (a) At 50% of the daily/hourly rate for cancellation within two weeks.
- (b) At full daily rate for cancellation within one week.

Where documents have already been provided to you in draft, sample or template formats (for example, Project Plan, Policies, Marketing Collateral etc) and the project does not proceed either due to cancellation or postponement, or due to inactivity by the Client, the full fee for the documentation element of the project will become payable immediately.

Limitation of Liability

WENDY WHITE ASSOCIATES total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the services.

The client shall indemnify WENDY WHITE ASSOCIATES against all liabilities, costs, expenses, damages and losses suffered or incurred by WENDY WHITE ASSOCIATES arising out of or in connection with:

- (a) the client's breach or negligent performance or non-performance of the Proposal; or
- (b) any claim made against the client by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the client, its employees, agents or subcontractors.

This indemnity shall apply whether or not WENDY WHITE ASSOCIATES has been negligent or at fault.

General

The Proposal constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

A person who is not a party to the Proposal shall not have any rights under or in connection with it.

Any notice required to be given under the Proposal shall be in writing and shall be delivered personally, or sent by pre-paid first-class post to the other party. Any notice shall be deemed to have been duly received if delivered personally or, if sent by pre-paid first-class post, on the second Business Day after posting.