



Terms and conditions of supply

This agreement is made between Alison Peck, trading as Clearly Stated, of 48 Elm Avenue, Sandiacre, Nottingham, NG10 5EJ (referred to below as "Clearly Stated") and the Client.

The terms "Charges", "Client", "Deliverables", "Services" and "SME" are as defined in the attached quotation (referred to below as the "Quotation").

Please note clause 10 in particular.

1 Quotations and the Contract

- 1.1 Quotations are valid for a period of 30 days. The Client may accept a quotation by notifying Clearly Stated in writing. If the Client does so, this will constitute an offer by the Client to purchase Services from Clearly Stated in accordance with these Conditions.
- 1.2 Clearly Stated may accept the Client's offer by countersigning the quotation, or by beginning to supply the Services, at which point the contract between Clearly Stated and the Client for the supply of Services in accordance with these Conditions (the "Contract") will come into existence.
- 1.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Clearly Stated which is not set out in the Contract.
- 1.4 Any samples, drawings, descriptive matter or advertising issued by Clearly Stated are issued for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2 Supply of Services

- 2.1 Clearly Stated will supply the Services to the Client using reasonable care and skill and in accordance with the agreed Quotation.
- 2.2 Clearly Stated will use all reasonable endeavours to meet any performance dates agreed, but any such dates are estimates only and time is not of the essence for performance of the Services.
- 2.3 Clearly Stated may, at its own expense, employ suitably qualified and experienced individuals to complete all or part of the Services. Clearly Stated assumes responsibility for the work carried out by any substitute. Substitution will only take place with the Client's permission, which the Client must not unreasonably withhold.
- 2.4 Clearly Stated may make any changes to the Services that are necessary to comply with any applicable law or safety requirement. Clearly Stated will notify the Client of any such changes.

3 Client's obligations

- 3.1 The Client must:
 - 3.1.1 ensure that any information it provides is complete and accurate;
 - 3.1.2 co-operate with Clearly Stated in all matters relating to the Services;

- 3.1.3 provide Clearly Stated with such information, equipment (other than general purpose office equipment) and materials as Clearly Stated may reasonably require in order to supply the Services; and
 - 3.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.
- 3.2 If Clearly Stated's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Client:
- 3.2.1 Clearly Stated may suspend performance of the Services, without being in breach of any of its obligations, until the Client remedies the issue;
 - 3.2.2 Clearly Stated will not be liable for any costs or losses incurred by the Client arising directly or indirectly from Clearly Stated's failure or delay to perform any of its obligations; and
 - 3.2.3 the Client shall reimburse Clearly Stated on written demand for any costs or losses incurred by Clearly Stated arising directly or indirectly from the prevention, delay or suspension.

4 Additional terms relating to Deliverables

- 4.1 To the extent that the Services include the provision of Deliverables, the terms of this clause 4 apply.
- 4.2 The Client will provide Clearly Stated with a copy of the product (if possible) or a design brief, forming an outline of the requirements, at the start of the project. Changes to the product or the design brief will incur additional costs.
- 4.3 Clearly Stated requires access to one SME (Subject Matter Expert) who can answer questions in a timely manner. Clearly Stated will work with other members of the Client's team as suggested by the SME, but responsibility for the accuracy of information given to Clearly Stated lies with the SME.
- 4.4 To ensure that each Deliverable produced is accurate and conforms to the Client's expectations, Clearly Stated will provide the Client with two drafts of each Deliverable for review: an initial draft copy and a final draft copy.
- 4.5 The Client will evaluate each draft in a timely manner and will provide Clearly Stated with a list of required changes. Clearly Stated will make the modifications that the Client requires, provided the changes are reasonable and will not compromise the usability or quality of the Deliverable.
- 4.6 After making changes to the first draft, Clearly Stated will supply the Client with the final draft. After making changes to the final draft, Clearly Stated will supply the Client with the final version. Unless otherwise agreed in writing, each Deliverable will go through no more than two rounds of changes.
- 4.7 For the avoidance of doubt, if required changes are not supplied within 14 days of the submission of the relevant draft, the Client will be deemed to have accepted the Deliverable in that form and that Deliverable will then be considered final.
- 4.8 Any changes required to the final version of a Deliverable will be at the Client's expense (except to the extent that any changes necessary are due to Clearly Stated's error or omission).
- 4.9 Whilst utmost care is taken in the preparation of Deliverables, no liability can be accepted for errors or omissions in any final version of any Deliverable. The Client will be deemed to have performed

sufficient checks of the final version of each Deliverable and accepted responsibility for any remaining errors or omissions on the earlier of: i) the Client's first use of the Deliverable or ii) the payment of the relevant invoice.

- 4.10 Unless otherwise specified in writing, all intellectual property rights (other than the moral rights) in completed Deliverables insofar as they relate exclusively to the Client's product or service or were produced exclusively for the Client will be assigned to the Client (subject to any third-party rights) on payment of the relevant invoice. Prior to such transfer, all rights are retained by Clearly Stated. After the transfer of rights, the Client is entitled to make changes to the Deliverables, provided that the changes are not attributed to Clearly Stated.

5 Additional terms relating to training services

- 5.1 To the extent that the Services include the provision of training, the terms of this clause 5 apply.
- 5.2 The date, time, location and content of each training session will be as set out in the Quotation.
- 5.3 All training provided will assume a specified level of prior knowledge in the attending delegates, which the Client is responsible for ensuring.
- 5.4 Clearly Stated will attempt, at the Client's cost, to accommodate any changes to the date, time, location or content of a training session, but if it is unable to do so, any such changes will constitute cancellation of that training session.
- 5.5 Owing to the significant amount of preparatory work involved in providing training services, Clearly Stated will incur costs before the date of the training session. Clearly Stated may require the Client to pay any reasonable costs incurred if a training session is cancelled.

6 Charges and payment

- 6.1 The Charges shall be calculated in accordance with Clearly Stated's daily fee rate, as set out in the quotation.
- 6.2 Clearly Stated's daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm, excluding weekends and bank and public holidays. Unless otherwise specified in the quotation, any time spent outside those hours at the client's request will be subject to additional charges at Clearly Stated's discretion.
- 6.3 For the avoidance of doubt, if a 'fixed fee' for some or all of the Services is quoted, it will be based on Clearly Stated's daily fee rate but will also take into account other factors such as the importance, value and scope of the work, and timescales involved.
- 6.4 Unless otherwise agreed, Clearly Stated will charge the Client for any expenses reasonably incurred in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Clearly Stated for the performance of the Services, and for the cost of any materials.
- 6.5 Any work required by the Client that is outside the scope of the agreed quotation (including – but not limited to – work made necessary by changes to the subject of any documentation or training, or changes to documentation following review by the Client in accordance with clause 4.8) will be charged to the Client at Clearly Stated's then current standard rates.

- 6.6 Invoices will be issued monthly in arrears and, as necessary, on completion of the Services. Payment of an invoice constitutes acceptance that the hours recorded on it are accurate and that the work covered is of the required standard.
- 6.7 The Client shall pay each invoice submitted by Clearly Stated:
- 6.7.1 within 30 days of the date of the invoice; and
 - 6.7.2 in full and in cleared funds to a bank account nominated in writing by Clearly Stated.
- 6.8 Late payment may lead to suspension of Services or the termination of the Contract.
- 6.9 All amounts quoted under the Contract are exclusive of amounts in respect of value added tax (VAT), which will be payable by the Client in addition.

7 Intellectual property rights

- 7.1 Subject to clause 4.10, and unless otherwise agreed in writing, Clearly Stated shall own all intellectual property rights in or arising out of or in connection with the Services other than any material that the Client supplies (such as company logos, styles, and colour schemes).

8 Confidentiality

- 8.1 Each shall keep all information disclosed to it by the other party that is of a confidential nature in strict confidence.

9 Timely disclosure

- 9.1 If Clearly Stated has any reason to believe that the documentation cannot be finished on time, the Client will be informed as soon as is reasonably practical.
- 9.2 If the Client is in any way unsatisfied with the progress or quality of Clearly Stated's work, or if the product or design brief changes, the Client will inform Clearly Stated as soon as is reasonably practical.

10 Limitation of liability

- 10.1 Nothing in these Conditions shall limit or exclude Clearly Stated's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, or for any other liability to the extent it cannot be excluded or limited at law.
- 10.2 Subject to clause 10.1:
- 10.2.1 Clearly Stated shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Contract; and
 - 10.2.2 Clearly Stated's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed (i) the price paid for the relevant Services, or (ii) the actual proceeds received by Clearly Stated from any relevant insurance policy, whichever is the greater.
- 10.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 This clause 10 shall survive termination of the Contract.

11 Termination

11.1 Either party may terminate the Contract:

11.1.1 by giving two weeks' notice in writing; or

11.1.2 with immediate effect by giving notice in writing if:

11.1.2.1 the other party commits a material breach of the Contract and (if the breach is capable of being remedied) fails to remedy that breach within five days of that party being notified in writing of the breach; or

11.1.2.2 the other party becomes, or takes any preparatory steps to becoming, insolvent or bankrupt or suspends or ceases to carry on its business.

11.2 If the Client fails to pay any amount due on the date for payment, or commits another material breach of the Contract, Clearly Stated, may, in its discretion:

11.2.1 suspend provision of the Services under any contract between the Client and Clearly Stated; and/or

11.2.2 require payment in respect of all future Services to be made in advance; and/or

11.2.3 set-off any monies owed to the Client against outstanding invoices; and/or

11.2.4 (immediately, or at any point while a bill remains outstanding) terminate the Contract with immediate effect by giving written notice.

12 Consequences of termination

12.1 If the Contract ends for any reason:

12.1.1 the Client shall pay all of Clearly Stated's outstanding unpaid invoices immediately (and interest, if applicable);

12.1.2 Clearly Stated shall submit an invoice for any Services supplied which have not yet been invoiced, which shall be payable immediately;

12.1.3 the Client shall return any property of Clearly Stated and any Deliverables which have not been fully paid for;

12.1.4 the accrued rights, obligations and liabilities of the parties shall not be affected; and

12.1.5 clauses which have effect after termination (expressly or by implication) shall continue in full force and effect.

13 Interpretation

13.1 In these Conditions, the following rules apply:

13.1.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

13.1.2 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

13.1.3 a reference to writing or written includes faxes and e-mails.

14 General

- 14.1 Clearly Stated will not be liable to the Client for any delay or failure to perform its obligations that arises as a result of an event beyond Clearly Stated's reasonable control.
- 14.2 Clearly Stated may assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.3 The Client shall not assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Clearly Stated.
- 14.4 All notices given in connection with this Contract must be in writing to the address set out for each party above or in the Quotation, or to any other address specified by the party for that purpose.
- 14.5 A waiver of any right under the Contract will only be effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy will constitute a waiver of that or any other right or remedy. No failure or delay in exercising a right or remedy, nor any single or partial exercise of any right or remedy, shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.6 Unless specifically stated otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14.7 If any provision of the Contract (or part of any provision) is held to be invalid, illegal or unenforceable, the provision shall continue to apply subject to the minimum modification necessary to make it legal, valid and enforceable.
- 14.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.9 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.10 Except as set out in these Conditions, any changes to the Contract (including but not limited to the introduction of any additional terms and conditions) shall only be binding when agreed in writing.
- 14.11 This Contract, and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.