

STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Supply of Service, Estimates & Deposits

- 1.1. A signed acceptance of the terms and conditions is required from the client before work will commence.
- 1.2. Written estimates can be provided on request, showing details of the scope of the work required. If the client's original requirements change, we reserve the right to amend the original estimate. Signed acceptance of the estimate, payment terms and details of the scope of work is required before commencement of the project.
- 1.3. For amounts estimated to be over £200, OfficeOffice reserves the right to request payment of up to 50% before work commences. For amounts estimated to be over £400 and for new clients, OfficeOffice reserves the right to request the full estimated payment before work commences.

2. Delivery

- 2.1. Work can be received and delivered by email attachment, post, fax or courier by hard-copy, floppy disk, CD-Rom or audio cassette (as appropriate). Telephone, postage and courier charges etc will be invoiced to the client at cost.
- 2.2. Timescales should be discussed and agreed between OfficeOffice and the client prior to commencement of a project. For guidance, standard secretarial work is usually completed within 24-48 hours.

3. Confidentiality

- 3.1. All assignments and client contact details are treated as strictly confidential. OfficeOffice will never intentionally divulge, disclose or communicate client information. Intellectual property rights will remain the property of the client. OfficeOffice is registered with the Information Commissioner and acts in accordance with regulations under the Data Protection Act 1998.
- 3.2. A confidentiality agreement can be signed at the request of the client.
- 3.3. The client has the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about you.

4. Client Obligation

- 4.1. OfficeOffice provides services only on the basis that the client provides all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.
- 4.2. To receive our services the client must provide OfficeOffice with a proper contact address and telephone details and inform us immediately of any changes to contact details, including email address.
- 4.3. OfficeOffice will not take responsibility for any plagiarised material supplied by a client and reserves the right to return the work should it become aware of such inappropriate use. OfficeOffice retains the right to reject work that involves material it finds to be illegal, immoral or objectionable.
- 4.4. OfficeOffice is not responsible for the end use of any document it produces or edits and Clients remain solely responsible for its appropriate use, including abiding by any copyright laws, plagiarism laws and publishing requirements.

4.5.

5. Charging

- 5.1. For ad hoc assignments, the rate is billed for the first full hour and thereafter in increments of 15 minutes, with time rounded up to the nearest quarter of an hour, and invoiced at the end of the assignment.
- 5.2. For regular work, whereby the client requires a minimum of one hour per week or four hours per month, the rate is set in increments of 15 minutes and billed monthly.
- 5.3. Stationery, telephone, fax, postage, travel, courier, CDs/floppy disks, printing costs and all other expenses will be charged separately at cost price and OfficeOffice reserves the right to ask for advance payment.
- 5.4. Registration of client details and initial enquiries regarding a new assignment and at OfficeOffice's discretion, a meeting with a new client, is complimentary. Any time taken carrying out work experimentally at the client's request, or discussing an assignment in detail shall be charged at the appropriate hourly rate.
- 5.5. Time spent on an assignment, including liaison with a client by telephone, fax, email and/or during face to face meetings, will be chargeable at the appropriate hourly rate.
- 5.6. A 20% surcharge is applicable for work specifically requested by the client to be carried out at weekends or statutory holidays.

6. Invoices

- 6.1. Invoices are due for payment within 7 days.
- 6.2. VAT is not applicable.
- 6.3. Minimum invoice amount is for one hour at the appropriate hourly rate.
- 6.4. Invoices are included with returned work or sent by email. (Clients must ensure they have provided a valid email address that is checked regularly).
- 6.5. Interest will be charged on any overdue amounts at the rate of 3% per month until the account is settled.

7. Payment

- 7.1. Payment must be in UK pounds sterling, made by cheque or bank transfer.
- 7.2. If the bank refuses a cheque, the client will be responsible for all bank charges.
- 7.3. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

8. Loss/Damage of Client Property

- 8.1. While every effort is made to protect data within our possession, OfficeOffice cannot be held responsible for any loss, damage, theft etc of data, projects, equipment or any items relating to an assignment, during transit to/from, or whilst at OfficeOffice' premises.
- 8.2. Due to the varied nature of OfficeOffice's work, it is not possible to insure clients' property therefore clients must make copies of all data and information and insure equipment and items for use away from their own premises prior to giving them to OfficeOffice.
- 8.3. In the event that a third party fails to deliver on a particular service, e.g. The Royal Mail misplacing post, Telecom providers (e.g. BT) failing to offer a telecommunication service, OfficeOffice will not be liable, nor applicable to any form of refunds or compensation claims related to the service.

9. Proof Reading

- 9.1. Final proof reading and checking of all work supplied is the responsibility of the client. OfficeOffice must be notified of any errors within a reasonable time scale, generally 24 hours

from receipt of completed work, and within 10 working days for a document exceeding 3,000 words. Amendments or alterations, as requested by the client, will be charged at the appropriate hourly rate. Errors generated by OfficeOffice will be rectified free of charge. Should any errors be found in the work, OfficeOffice will be liable for the cost of the work only and no further liability is acknowledged.

10. Visits to OfficeOffice's Premises

10.1. For insurance and safety reasons personal visits to OfficeOffice' premises cannot be accommodated.

11. Virus Scanning

11.1. Due to computer viruses, all incoming emails will be scanned using anti-virus software which is continually updated. However, we may still not open unsolicited attachments to emails or emails that look suspicious by being from an unrecognised sender, have no subject heading or contain no message alongside an attachment.

11.2. No guarantee can be given and it will remain the clients' responsibility to ensure they have their own virus protection.

12. Cancellation and returns

12.1. Should work be suspended or delayed through any default of the client, OfficeOffice shall be entitled to immediate payment for the work carried out and expenses incurred.

12.2. Where the client instructs OfficeOffice to undertake any service, the client will be responsible for the costs in providing that service whether or not it proceeds to its conclusion.

13. Changes to Standard Terms

13.1. OfficeOffice reserves the right to make changes to these Standard Terms from time to time.

14. Jurisdiction

14.1. These terms and conditions are governed by and construed in accordance with English law and will be subject to the exclusive jurisdiction of the English courts.

15. Disclaimer

15.1. OfficeOffice will not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly in connection with the performance or delivery of the contract and cannot accept any compensation claim that is the result of consequential loss to your business. By accepting these terms, you fully agree to indemnify us from any such claim. Our total liability arising out of this contract shall not exceed the value of the contract and we shall not be liable to you for any further loss.

I have read and accept the Terms and Conditions of Business as set out above:

CLIENT SIGNATUREDate.....

ON BEHALF OF COMPANY.....

March 2008