



## **Standard Trading Terms and Conditions**

### **1. Introduction**

Thank you for choosing BCO (Blauth Consulting)). All agreements are made solely between you the client and BCO.

### **2. Project Definition and Project Proposal**

These Terms of Business should be read in conjunction with the Project Proposal or Definition which incorporates these Terms of Business. The Project Proposal or Definition sets out the services BCO will provide to you and the fees which will be charged. BCO aims to offer a friendly and efficient service and will exercise all reasonable skill, care and diligence in carrying out the work.

These Terms of Business come into force with immediate effect upon your first instructions or order howsoever transmitted in whatever form and will apply to any current and future instructions or commission that you are kind enough to give BCO and to any specific work referred to in the current or a future Project Definition or Proposal.

These Terms of Business and the Project Definition or Proposal constitute the entire agreement between BCO and you regarding the work. Any additional work not specified in the Project Definition or Proposal must be authorised by a written order agreed and signed by you and BCO and may result in changes to Fees and Disbursements.

### **3. Your Brief**

You, as BCO's client, represent, undertake and warrant to BCO that, to the best of your knowledge: (i) any instructions given and materials supplied by you will be accurate and complete and will not cause BCO to infringe the rights (including intellectual property rights) of any third party or the laws or regulations (including data protection legislation) of any country and (ii) you have complied and will comply with the Minimum Client Requirements set out in the Project Definition or Proposal.

BCO and you agree to work together to complete the work in a timely manner. BCO agrees to work expeditiously to complete the work in line with the timeframe agreed in the Project Definition or Proposal however this timeframe is dependent on BCO being provided with your continued co-operation in order to approve work at various stages. BCO cannot be held responsible for any loss incurred where you or any third party instructed by you have not provided clear and complete instructions or material within any given time limit and with sufficient notice.

If you request changes to the work BCO reserves the right to revise the Project Definition or Proposal. If the work is shortened, delayed, cancelled or terminated early by you, the final invoice will include the balance of the fees for providing the work plus any reasonable costs and disbursements incurred by BCO due to your acts or omissions. For example you will be liable for the costs and disbursements incurred by BCO for pre-booked activity and or work which is delayed not used or not fully used.

BCO recommends that you retain copies and back up all materials, data or information provided to and from BCO.

### **4. Sub-contracting**

BCO reserves the right to assign sub-contractors to this project to ensure the right fit for the job as well as timely completion. BCO will be the primary contractor in relation to such sub-contractors. If you directly engage a sub-contractor introduced to you by BCO in the course of work contracted to BCO you will be liable to pay an introduction fee to BCO equivalent to the value of the that contract.

BCO is only responsible for the quality of the service provided by sub-contractors if those sub-contractors have been selected and paid for directly by BCO. If you designate a specific sub-contractor then BCO will not be responsible for the accuracy, completeness or quality of the work of that sub-contractor.

### **5. Fees and Disbursements**

BCO's fees are exclusive of VAT which must therefore be added at the current rate. This will be indicated on invoices. BCO's fees are also exclusive of disbursements (including travel), which will be agreed in advance and charged in addition with a surcharge of 18%. Disbursements include payments made or incurred on your behalf as well as miscellaneous office expenses such as printing travel and out of pocket



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expenses. Mileage including mileage to and from client offices will be charged in line with HMRC guidelines.

Payment of fees for work will be in advance monthly or on delivery of the work as agreed with each client. Any work provided over more than one calendar month will be subject to invoicing at the start of each calendar month with the final invoice raised on delivery of the final work. All invoices will be due on the invoice date and will be subject to payment within 28 days unless otherwise agreed in writing.

If you dispute deem incorrect or inaccurate any invoice contract or agreement BCO must be notified in writing within 48 hours of receipt. Failure to do so renders any future claim inadmissible.

In order for BCO to remain in business payments must be made promptly. A two hundred pound (£200.00) additional fee will be incurred if payment is not received within ten (10) days of the due date. If an amount including any additional fee remains delinquent thirty (30) days after its due date, eight per cent (8%) interest will be added for each month of delinquency from the date of the invoice and will be added to the total. BCO reserves the right to suspend work without notice until final payment is made. Where debt collection or proceedings prove necessary you agree to pay all fees and costs incurred by that process.

### **6. Confidentiality and Intellectual Property**

All information you provide BCO will be regarded as confidential to the extent that it is not in the public domain. You must advise BCO if any information is particularly sensitive. BCO will not divulge any confidential information obtained from you otherwise than in accordance with your instructions.

You unconditionally guarantee that any elements of text graphics photos designs trademarks or other artwork (including all associated intellectual property) furnished by you (or on your behalf) to BCO for inclusion in the work are owned by you, or that you have permission from the rightful owner to use each of these elements. You will hold harmless indemnify and defend BCO and its subcontractors from any claim or suit arising from the use of such elements furnished by you.

Intellectual property rights (including but not limited to copyright and database rights) in all works are owned by BCO in the first instance. All intellectual property rights owned by BCO in finished and approved work created specifically for you will be assigned to you automatically on receipt by BCO of the final payment of fees in cleared funds. All Intellectual property rights in third party materials are owned by those third parties and will be licensed to you on the terms set out in the Project Definition or Proposal.

BCO and its sub-contractors retain the right to display works, graphics and other design elements as examples of their work in their respective portfolios (including online).

### **7. Termination**

Unless agreed otherwise in writing all contracts covering digests newsletters magazines content creation or other continual work will by default include a three month notice period. Notice must be provided in writing. BCO will use its reasonable endeavours to complete any work in progress and BCO will remain entitled to payment for completion of that work. Either party may terminate this engagement immediately for a material breach by the other which is incapable of remedy or, if capable of remedy, is not remedied within 45 days of notification being given to the defaulting party.

BCO reserves the right, for good reason and upon reasonable notice, to terminate BCO's engagement without further liability on BCO. This will be confirmed to you in writing if requested. "Good reasons" include if you: do not give BCO clear and reasonable instructions within a reasonable period of time that does not exceed 30 days; do not pay promptly any request for money on account; or do not pay a bill within the due period.

### **8. Warranties and Liability**

All conclusions, recommendations, forecasts, reports, letters or other communications, whether oral or written, provided by BCO are made in good faith and on the basis of information available to BCO at the time whether from you or from information in the public domain and the validity of such recommendations will depend, amongst other factors, on your effective co-operation and the quality of the information made available by you. No warranty or representation, express or implied, is given as to



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the recommendations provided by BCO and you will be responsible for the proper adaptation of such recommendations to your own circumstances.

All recommendations given by BCO are for your use only and are not to be disclosed or reproduced to third parties without the prior written consent of BCO.

BCO will not be liable for any consequential or indirect loss suffered by you whether such loss arises from a breach of contract or tort or in any other way (including losses arising indirectly or consequentially from BCO's negligence). Compensation for any direct losses arising under this agreement will be limited to the value of the current Project Definition or Proposal.

You and BCO acknowledge that the fees payable under these Terms of Business have been determined on the basis of these limitations of liability and reflect the division of risks set out in these Terms of Business and that, accordingly, the division of risk is agreed by the parties to be fair and reasonable in the circumstances.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions.

### **9. Data Protection**

Details of the individual to whom these Terms of Business are sent, together (where relevant) with details of other key individuals within your organisation supplied to BCO from time to time, will be entered onto BCO's client database. BCO will use these details primarily to provide you with the work. In addition, BCO may use these details to contact you by post, telephone, e-mail or fax for marketing purposes or to make searches with credit reference agencies. BCO may also disclose these details for these purposes to any agents, associates, advisors or contractors that we agree BCO should work with on your behalf.

It is your responsibility to ensure that the communication of any sensitive or personal data by you or your agents to BCO does not breach the rights of any data subjects and that the use of such data by BCO pursuant to the Project Definition or Proposal does not breach any data protection regulations or legislation. You hereby indemnify BCO in this respect.

### **10. Electronic Communications**

During the course of this matter, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe for use.

We each agree to use reasonable procedures to check for the most recently known viruses before sending and receiving information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free. We shall each be responsible for protecting our own interests in relation to electronic communications.

Neither of us shall be liable to the other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage or loss arising from or in connection with the electronic

**communication of information between us.**

### **11. General**

A person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the engagement.

The rights and remedies available to BCO by virtue of these Terms of Business are without prejudice to any other rights or remedies available to BCO. Any failure by BCO to exercise or delay by BCO in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.

The contract between us is on the basis of these Terms of Business and is subject to English Law and the exclusive jurisdiction of the English Courts.

Your continuing instructions will amount to an acceptance of these Terms of Business.

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