

## Definitions

**Client** means a person, firm or corporate body placing an order with Balance VA Services.

**Contractor** means Balance VA Services.

**Conditions** mean these Conditions of Sale.

**Contract** means the **Contract** formed by the **Contractor's** acceptance of the **Client's** order.

**Goods** mean all services, goods or materials which are the subject of the **Client's** order or which are to be supplied to the **Client** by the Company under these conditions.

## 1. General

- 1.1. By using the services of the **Contractor**, you are agreeing to these Terms and Conditions and the Data Processing Contract (attached).
- 1.2. There is a minimum charge of 3 hours per calendar month for all services. Beyond the first 3 hours, rates are billed on a 15-minute basis. Timescales will be agreed as part of the quote.
- 1.3. Initial consultations of up to 30 minutes and quotations are free of charge and carried out by telephone, email or video call.
- 1.4. Additional time spent discussing other project matters and/or alterations to finished projects are billed at usual hourly rates.
- 1.5. Written quotations will be provided prior to any work commencing.
- 1.6. A signed order form is required before commencement of work, this indicates the **Client's** acceptance of these Terms and Conditions.
- 1.7. All estimates are based on initial consultation and are not firm quotes. Our final invoice is based on actual project requirements. The varying nature and unpredictability of projects means that it is not always possible to give exact estimates, however we can, if required, provide services on a fixed cost basis (the price could be higher than using an actual time spent costing).
- 1.8. Differences that appear to be varying more than 20% from quoted estimates are discussed with the **Client** at the earliest opportunity prior to completion of work.
- 1.9. Estimates expire one month after the estimate date.
- 1.10. Work will be presented using Microsoft Office applications unless work is completed through online applications accessed through your company details.
- 1.11. The **Contractor** recommends any original documents are sent securely.
- 1.12. The **Contractor** will not be held liable or responsible for the end use of any document or work carried out by us. We retain the right to reject work which involves material we feel is illegal, immoral or objectionable.
- 1.13. The responsibility for final proof-reading of documents lies with the **Client**, and any errors notified within 48 hours of receipt will be corrected free of charge. After 48 hours it shall be deemed that the work has been accepted as free of errors and omissions and the **Contractor** will accept no liability or loss arising from the

performance of any services carried out under the agreement. Errors or omissions reported after 48 hours will still be corrected but the additional time spent will be charged to **Client**.

- 1.14. Although every effort will be made to ensure a reliable service, in event of equipment failure, the **Contractor** cannot be held liable for any loss of information.

## 2. Price & Payment

- 2.1. The **Client** agrees to pay all invoices according to the terms as stated on the invoice.
- 2.2. All charges are billed in 15-minute increments and charged on a monthly basis. There is a minimum charge of 3 hours per calendar month.
- 2.3. Payment can be made by BACS transfer or PayPal
- 2.4. Payment is strictly 14 days from receipt of invoice. Failure to pay within 14 days may result in interest being charged (at base rate) per month on the outstanding balance.
- 2.5. If the **Client's** original requirements change, we reserve the right to change our original quotation following suitable consultation with the **Client**.
- 2.6. Monthly retainer packages must be paid in advance and unused hours cannot be carried over to subsequent months.
- 2.7. Telephone, travel, printing, stationery, postage and other expenses will be charged separately to the hourly rate and package costs.
- 2.8. The **Client** shall not be entitled to withhold payment of any amount due under the **Contract** under any circumstances.
- 2.9. The **Contractor** reserves the right to withhold completed work until outstanding invoices have been paid.
- 2.10. In the event of a **Contract** being terminated the **Client** agrees to pay for all hours worked to that point. The final invoice for terminated contracts will fall due for immediate payment.
- 2.11. Should the **Client** make default any payment, file for bankruptcy, execute an assignment for the benefit of its creditors, enter voluntary or compulsory liquidation, or suffer a receiver or administrator to be appointed over all or any part of its assets, the **Contractor** may cancel any uncompleted or undelivered part of the **Contract** and stop any services or goods in progress without incurring liability in respect of such cancellation or stoppage, without prejudice to the **Contractor's** other rights or remedies including its right to claim against the **Client** in respect of any loss or damage sustained by reason of the non-completion of the Contract.
- 2.12. The **Contractor** does not support credit for Contracts.

## 3. Retainer Terms

- 3.1. The **Client** must ensure payment is made sufficiently in advance to ensure that cleared funds are received by the start of each calendar month.

- 3.2. Retainer contracts are available for businesses and individuals requiring ongoing support.
- 3.3. Unused retainer hours cannot be carried forward. Retainers are non-refundable.
- 3.4. Additional hours over and above the agreed monthly retainer will be charged at the full hourly rate.

## 4. Variation

- 4.1. No **Contract** is made until the **Contractor** has confirmed in writing an acceptance of the **Client's** order.
- 4.2. No amendment to or variation of the **Contract** shall be valid against the **Contractor** unless it is writing and signed by the **Contractor**.
- 4.3. The **Contractor** reserves the right at any time to correct errors in prices or specifications quoted and the **Client** shall not be entitled to terminate the **Contract** or claim damages or costs by reason of any such correction.
- 4.4. Orders placed must be in writing and must contain sufficient information to enable the **Contractor** to assess the order and (if accepted by the **Contractor**) proceed with the order. The **Contractor** may make reasonable amendments to the delivery and expectations of completion by reason of failure or delay of the **Client** in providing such information.

## 5. Delivery

- 5.1. Any quoted completion / delivery terms will be calculated when all necessary information and/or materials and/or when advanced payments are received.
- 5.2. The **Contractor** will not be liable for any loss or damage whether direct or indirect consequential or otherwise if it is delayed or prevented from delivering the service / goods in whole or part. Any delay in delivering the service / goods shall not give rise to a right of the **Client** to treat the **Contract** as repudiated or reject the service / goods.
- 5.3. Without limitation the **Contractor** shall in no event be liable for any delay in or non-performance of its obligations due to any act of God, natural disasters, fire, flood, explosion, earthquake, accident, prohibition or limitation, act of Government, war insurrection, riot, strike or labour disturbance, shortages of material, any act or omission of **Client**, or any other cause or event whatsoever beyond reasonable control of the **Contractor**, whether or not foreseeable. In any event, the **Contractor** reserves the right to suspend or cancel the **Contract** at any stage without liability for any loss or without prejudice to the **Contractor's** rights to receive payment for the **Goods** or work previously done.
- 5.4. No further liability is acknowledged.

## 6. Termination

- 6.1. Contracts can be terminated with 28 days written notice by either party. We reserve the right to charge for any work carried out prior to the **Contract** being terminated.

- 6.2. Either party may terminate this agreement upon 28 days written notice to the other party, provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party.
- 6.3. Upon Termination, the **Contractor** shall invoice the **Client** for any payment due, and payment will be due immediately upon receipt.

## 7. Intellectual Property

- 7.1. The **Contractor** shall retain intellectual property rights over any transferable templates, documents or other programs that the **Contractor** creates during their work with the **Client**.
- 7.2. The **Contractor** reserves the right to be able to use these templates, documents or other programs with other **Clients**.

## 8. Morality Clause

- 8.1. The **Client** declares that the work assigned to the **Contractor** is not illegal, immoral or objectionable and does not break copyright law.
- 8.2. The **Client** will be held responsible for any legal action taken against the **Contractor** by any third party in relation any work assigned to the **Contractor** that is found to break this declaration.
- 8.3. The **Contractor** has the right to terminate, without penalty, any **Contract** that they believe breaks this declaration.

## 9. Limits of Liability

- 9.1. The **Contractor** shall only be liable for any direct losses related to the provision **Client's** order attributable to the contested time period.
- 9.2. The **Contractor** shall not be liable to the **Client** for:-
  - 9.2.1. Any indirect, incidental, consequential, non-consequential or punitive damages;
  - 9.2.2. Loss of income, profits or savings whether deemed direct or indirect;
  - 9.2.3. Third party claims against the **Client** for loss or damages and any ex gratia payments made to third parties;
  - 9.2.4. loss or damage to (including corruption of) the Client's records or data;
  - 9.2.5. loss of goodwill; or
  - 9.2.6. wasted and/or increased costs (including management time).

## 10. Confidentiality

- 10.1. The **Contractor** undertakes to hold all information relating to the **Client** and the **Client's** Clients securely and will not disclose details to any third party unless specifically requested to do so by the **Client**.
- 10.2. The **Contractor** will not at any time, directly or indirectly, divulge or disclose any information that is the property of the **Client**.

- 10.3. Any information will not be used for personal benefit.
- 10.4. All information and data will be treated in the strictest of confidence.
- 10.5. This provision will continue after completion of any agreement.
- 10.6. Any documents containing personal data pertaining to the **Client** will be held for 7 years following the end of the **Contract** after which they will be destroyed. For more information see our [Privacy Notice](#).
- 10.7. **Client's** Client or associates contact information will be retained until the **Contract** is terminated; at which time all electronically held data will be transferred back to the Client or erased (any hard copies will be destroyed).
- 10.8. The **Contractor** will not knowingly divulge any information regarding the **Client's** business, associates, working practices, techniques or future developments to any third party without the specific agreement of the **Client**.
- 10.9. No information will be made available to a third party, unless otherwise jointly agreed in writing.
- 10.10. In the event of the **Contractor** taking legal action over non-payment of invoices, it will be deemed that the **Client** has forfeited the right to confidentiality and the **Contractor** may use any information held to ensure payment.
- 10.11. In terms of confidentiality, the **Contract** will only be deemed to have been completed once final payment has been cleared through the banking system.
- 10.12. If required by the **Client**, the **Contractor** would be happy to sign any confidentiality or non-disclosure agreement.

## 11. Severability

- 11.1. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 11.2. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.