

Terms and Conditions

These Terms and Conditions apply to all Services provided by Quote Unquote Communications ("the Agency").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract" means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;

"Client" means you, the individual, firm or corporate body purchasing the Services from us. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Client in the context of the Contract;

"Proposal" means the written Proposal to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise stated and will constitute our entire scope of works; and

"Services" means the PR, social media management and/or any other Services provided by us to you.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "we", "us" and "our" is a reference to the Agency and includes our employees, subcontractors and agents;

1.2.2 "you" and "your" is a reference to the Client and includes your employees and agents;

1.2.3 "writing" and "written" includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 "these Terms and Conditions" is a reference to these Terms and Conditions;

1.2.6 a clause is a reference to a clause of these Terms and Conditions;

1.2.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 No terms or conditions stipulated or referred to by the Client in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. The Contract

2.1 We will provide you with a written Proposal for our Services. The acceptance of our Proposal, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us.

2.2 You are responsible for the accuracy of any information you submit to us and for ensuring that our Proposal reflects your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

3. Term

3.1 The Services shall either be on a one-off or retained basis.

3.2 Where the Services are on a one-off basis:

3.2.1 We shall agree an entitlement of a number of hours based on your needs, these shall be an estimate of the hours the project shall take, and may not be accurate. Should we require more hours to complete the project, for example if the brief changes, we will seek your permission by sending a further Proposal, before proceeding with the additional works.

3.2.2 Hours paid for on a one-off basis in advance shall expire within 3 months of the contract formation.

3.2.3 If the Services are on a retained basis:

3.2.4 The services will commence on the commencement date outlined in the Proposal. The Contract will continue for any minimum term specified in the Proposal and thereafter will continue on a rolling 1-month basis and will be automatically renewed at the end of each period for a further 1 months, unless a written notice to terminate is given by either party in accordance with clause 7 below. We reserve the right to adjust our fees at the end of each 3 month period and will notify you of this in writing.

3.2.5 Our Services will be calculated based upon your entitlement to a set number of hours per month, as detailed in the Proposal. If you fail to use all the hours for which we are contracted each month, the hours will be lost. Should you require additional hours in any month, then all additional hours will be charged at the hourly rates outlined in the Proposal.

3.3 We will maintain time records for hours spent on the Services and will send these to you on request. Any queries relating to time records must be made to us in writing, however, our decision shall be final. Our time is

calculated in minimum units of 15 minutes for all work done and shall be rounded up to the nearest 15 minute interval.

4. The Services

4.1 In order to maximise the benefit of our Services, you will be required to send us regular updates (including, but not limited to, details of special offers, new services you provide and services no longer provided by you).

4.2 All content we use is done so in good faith, based on information gathered in accordance with clause 4.1, as well as information from your website and any other marketing materials. It is therefore your responsibility to ensure your website is kept up to date and we accept no liability for any incorrect information used by us where this clause is not complied with.

4.3 You will be required to provide us with suitable and sufficient content in accordance with clauses 4.1 and 4.2. We cannot be held responsible for delays where this is not complied with.

4.4 We will send draft press releases, blog posts and other materials for approval. These will not be published until we have received your approval to do so in writing. It is your responsibility to check for mistakes, including spelling mistakes, and we accept no responsibility for the same.

4.5 Where we are providing PR Services, you agree that we may be responsible for arranging advertising and publishing deals on your behalf. You will not arrange any deals directly unless otherwise agreed. We may receive a commission or fee from such advertising and publishing deals and you agree that you consent to this.

5. Fees

5.1 You agree to pay the fees in accordance with these terms for payment.

5.2 All retained Services provided under this Contract will be payable monthly in advance, on 1st of each month, throughout the term of the Contract. We may ask you to agree to a third party direct debit service such as GoCardless, a separate contractual relationship is created between you and the third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by the third party.

5.3 Our one-off services shall require a deposit of 50% to be made at the time of booking, with the remainder to be charged fortnightly as the works progress until your allocated hours have been used.

5.4 All invoices are payable in full, without set off, withholding or deduction, within 30 days from the date of invoice. All fees are exclusive of VAT, unless otherwise specified.

5.5 You also agree to pay for any additional services requested by you and provided by us that are not specified in the Contract. These additional Services will be charged in accordance with our current, applicable hourly rate in effect at the time of the performance or such other rate as may be agreed.

5.6 We also reserve the right to charge you for our reasonable travelling time and travel expenses and for any materials, goods and services supplied by us in connection with the Services.

5.7 The time of payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other right or remedy available to us, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above the Bank of England base rate from time to time in force, both before and after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. Variation and Amendments

6.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.

6.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

6.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result will be payable in accordance with our terms for payment.

7. Cancellation and Termination

7.1 The Contract cannot be terminated during any minimum term specified in the Proposal, except in accordance with clause 7.3.

7.2 After the expiry of any minimum term, either Party has the right to terminate the Services by giving 3 months' written notice to the other, whereby there will be no continuing liability by either Party. The fees will continue to be due and payable, and we will continue to provide the Services, throughout any period of notice.

7.3 Either Party has the right to terminate any Services immediately if the other:

7.3.1 has committed a material breach of this Contract, unless the breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or

- 7.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 7.4 Upon termination, all payments required under this Contract shall become due and immediately payable.
- 7.5 Any and all obligations of the Parties, which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract, shall survive termination under this clause 7 on a pro-rata basis.
- 8. Confidentiality**
- 8.1 Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain Confidential Information to each other. Both Parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 9. Intellectual Property**
- 9.1 The copyright in any Services provided by us is and will remain our property. Subject to a written agreement to the contrary, nothing in the Contract will give you any ownership rights in the Services provided by us.
- 9.2 However, as far as we are able to, we will provide you with a non-exclusive licence to use the Services provided by us, provided all payments due under the Contract have been received by us in full.
- 9.3 The licence will apply only to final versions provided by us and will not apply to any draft versions. You may not sub-licence any licence provided by us, without our prior written permission.
- 9.4 Any licence granted will be automatically revoked if you breach any of these Terms and Conditions or if the Contract is cancelled or terminated in accordance with clause 7 above.
- 9.5 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 9.6 We reserve the right to use any materials, copy, or any other Services provided by us, together with your company name, for our own advertising or promotional purposes.
- 9.7 You warrant that any logo, design, image, document or instruction supplied or given by you will not cause us to infringe any intellectual property rights of any third party (including, but not limited to, any letter patent, registered design or trade mark) in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against us or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.
- 10. No employment:** Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 11. Insurance:** We include for Public Liability Insurance and Professional Indemnity Insurance. Details are available on request.
- 12. Assignment and Sub-Contracting**
- 12.1 You may not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this Contract.
- 12.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent.
- 12.3 Where we subcontract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the subcontractor as if it were an act or omission of our own.
- 13. Literature and Representations:** Any marketing literature we may provide is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 14. Liability and Indemnity**
- 14.1 Except in respect of death or personal injury caused by our negligence, we will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
- 14.2 Except as stated in clause 14.1, in the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services under the Contract.
- 14.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permissible by law.
- 14.4 We cannot be held responsible for any failure or delay in providing our Services or for any costs or losses sustained or incurred by you as a result, where our failure or delay was caused by incorrect information, a lack of information or communications from you, or your failure to comply with any of your obligations detailed in these Terms and Conditions.
- 14.5 We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations, nor can we guarantee the success or outcomes of any marketing campaign or any of the other Services provided. Further, we will not be liable for any consequences should our professional advice not be taken. We may from time to time provide introductions or referrals to other companies, however, under no circumstances will we be liable for the actions or lack of actions of said other companies.
- 15. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.
- 16. Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.
- 18. Data Protection:** Both parties agree to comply with all applicable data protection legislation, including, but not limited to the General Data Protection Regulations 2016, and any subsequent amendments thereto.
- 19. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 20. Notices:** Notices shall be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- 21. Law and Jurisdiction**
- 21.1 These Terms and Conditions and the Contract will in all respects be subject to and construed in accordance with the laws of England and Wales.
- 21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract will be referred to the exclusive jurisdiction of the courts of England and Wales.