

K Taylor Consultants Ltd trading as 'Project Complete'

TERMS AND CONDITIONS

1. PAYMENT

- 1.1. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site.
- 1.2. A 50% deposit of the agreed payment is required at the time when arranging to meet/work with K Taylor Consultants Ltd.
- 1.3. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.
- 1.4. All payments must be in UK Pounds Sterling.
- 1.5. Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you.
- 1.6. Any deviation or alteration from the estimate or quotation involving extra cost will be executed upon written order and will become an extra charge.
- 1.7. All invoices to be paid within 30 days after the date of invoice.
- 1.8. Payments to be made by bank transfer unless previously agreed.

2. TERMINATION

- 2.1. If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 2.2. If you break any of these terms and conditions we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 2.3. If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 2.4. No refunds will be made for Services suspended in accordance with 2.1, 2.2 and 2.3.
- 2.5. We reserve the right to suspend the Services and/or terminate this Agreement at any time.
- 2.6. You may cancel the Services at any time except where an exception is made clear within the original contract.

3. INDEMNITY

- 3.1. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against

us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

4. LIMITATION OF LIABILITY

- 4.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
- 4.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- 4.3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.
- 4.4. In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.
- 4.5. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

5. PLANNED WORKS

- 5.1. All work is carried out by K Taylor Consultants Ltd on the understanding that the client has agreed to K Taylor Consultants Ltd's terms and conditions.
- 5.2. Copyright is retained by K Taylor Consultants Ltd on all work including words, ideas and illustrations unless/until specifically released in writing and after all costs have been settled.

6. PROJECT ACCEPTANCE

- 6.1. At the time of proposal, K Taylor Consultants Ltd will provide the client with an estimate or quotation.
- 6.2. A copy of the estimate or quotation is to be signed and dated (either written or electronic) by the client to indicate acceptance and should be returned to K Taylor Consultants Ltd. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept K Taylor Consultants terms and conditions. No work on a project will commence until either document has been received and accepted by K Taylor Consultants Ltd.
- 6.3. The placement of an order for the services offered and/or any other services offered by K Taylor Consultants Ltd and validated by the client's signature on the estimate or quotation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and K Taylor Consultants Ltd.

7. CHARGES

- 7.1. Charges for services to be provided by K Taylor Consultants Ltd, will be set out in the estimate or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, if applicable, a non-refundable deposit stated in the quoted fee will become immediately due. Work on the project will not commence until K Taylor Consultants Ltd has received this amount.
- 7.2. Charges for any additional services over and above the estimated works will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

8. ACCOUNT DEFAULT

- 8.1. An account shall be considered default if it remains unpaid for 30 days from the date of invoice. This does not relieve the client of its obligation to pay the due amount. Clients whose accounts become default agree to pay K Taylor Consultants Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

9. ALTERATIONS TO PROJECT PLAN

- 9.1. The client agrees that changes required over and above the estimated work or quotation are required to be carried out after acceptance of the draft plan proposed by K Taylor Consultants Ltd and will be liable to a separate charge.
- 9.2. The client also agrees that K Taylor Consultants Ltd holds no responsibility for any amendments made by any third party, before or after a strategic plan is implemented.

10. PROJECT DURATION

- 10.1. Any indication given by K Taylor Consultants Ltd of a project's duration is to be considered by the client to be an estimation.
- 10.2. K Taylor Consultants Ltd cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by K Taylor Consultants Ltd for the initial payment or by date confirmed in writing by K Taylor Consultants Ltd.

11. PROJECT COMPLETION

- 11.1. K Taylor Consultants Ltd considers the project complete upon receipt of the client's signed final approval form and all outstanding invoices relating to the project have been paid.

12. REVISIONS

- 12.1. K Taylor Consultants Ltd reserves the right to revise, amend, or modify these Terms and Conditions, and any of our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in

accordance with our Terms and Conditions.

13. RIGHTS OF REFUSAL

13.1. K Taylor Consultants Ltd will not include in its project work, any text, images or other data that it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. K Taylor Consultants Ltd also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that K Taylor Consultants Ltd does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow K Taylor Consultants Ltd to remove the contravention without hindrance, or penalty. K Taylor Consultants Ltd is to be held in no way responsible for any such data being included.

14. CANCELLATIONS

14.1. Cancellation of projects may be made initially by telephone contact, or e-mail, however, following this, K Taylor Consultants Ltd will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 14 days. Please note: any cancellation which is not formally confirmed in writing and received by K Taylor Consultants Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

14.2. If you cancel a face to face meeting between yourselves and K Taylor Consultants Ltd within 48 hours of the arranged date. Then you will be charged the full costs of the meeting.

15. DISCLAIMER

15.1. K Taylor Consultants Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. K Taylor Consultants Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. K Taylor Consultants Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold K Taylor Consultants Ltd responsible for any such loss or damage. Any claim against K Taylor Consultants Ltd shall be limited to the relevant fee(s) paid by the client.

15.2. K Taylor Consultants Ltd reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. K Taylor Consultants Ltd will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

16. GENERAL

16.1. These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. K Taylor Consultants Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

