

# Standard Terms of Business of Naomi Clews Consultancy Limited (“NCC”)

## 1 THE AGREEMENT

1.1 The Agreement comprises:

- (a) NCC’s written proposal issued to the Client in connection with the services (the “**Proposal**”)
- (b) The fees, expenses and estimated duration of the service undertaking the (“**Charges**”)
- (c) The standard Terms of Business (“**T&C’s**”)

1.2 Collectively NCC and the Client (“**the Parties or Party**”) enter into the contract (“**Agreement**”). The Client enters into an Agreement with NCC once approval to proceed with the project is given, whether written or otherwise. The Client shall be advised of the contractual Charges based on the amount of time necessary to undertake the programme of work.

## 2 QUOTATIONS

2.1 Quotations are based on the Client’s brief and are valid for a period of 30 days from the date of issue. Should changes in the workload or brief take place, NCC reserves the right to re-negotiate fees. NCC shall make every effort to deliver its products and services within the agreed Charges. Changes to the Proposal after the project begins; late delivery of information and materials supplied by the Client; delays in client approvals and subsequent changes, may result in the late delivery of the project and NCC invoicing additional contract Charges.

## 3 NCC OBLIGATIONS

- 3.1 NCC shall provide to the Client a reasonable level of skill and care in accordance with a degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably be expected from a skilled and experienced supplier of business writing services seeking in good faith to comply with its contractual obligations.
- 3.2 In the event of a limited time scale impacting the Agreement, NCC will advise the Client of the project completion date. Both Parties will use all reasonable endeavours to meet any milestone dates, project plan or time table referred to in the Agreement.
- 3.3 NCC provides no guarantees of an award of contract or business to be gained by a Client as a result of the work produced under the Agreement and cannot be liable for any failure to be awarded a contract or business as a result of the Agreement.



Naomi Clews Consultancy Ltd,  
Company No:10366699 Registered in England and Wales

## 4 CLIENTS OBLIGATIONS

- 4.1 The Client acknowledges that, in giving any opinion or advice in the course of provision of the Agreement, NCC relies on the information about the Client, or any project described in the Proposal provided to it by the Client and does not seek to establish the reliability of such information; accordingly, the Client;
  - (a) undertakes to provide complete and accurate information about itself and about any such project which is or may be relevant to the Agreement and to provide such other information as NCC may reasonably request; and
  - (b) warrants that any such information provided is accurate, complete and not misleading.
- 4.2 The Client will advise if there is a requirement to work at a location other than the NCC office. Expenses will automatically be applicable to the Agreement Contract Charges when NCC employees are required to work anywhere other than the NCC office.
- 4.3 The Client undertakes to provide NCC with all the necessary information, to comply with deadlines promptly and to co-operate howsoever so that the contract may be fulfilled as agreed so as to prevent any delays, disruptions or cancellations.

## 5 CONTRACT CHARGES AND EXPENSES

- 5.1 All Charges are to be paid by BACS transfer, in sterling and are exclusive of VAT at the rate determined by HMRC at the commencement of the Agreement.
- 5.2 NCC contract Charges are exclusive of expenses related to travel, accommodation and international telephone calls.
- 5.3 Amendments or cancellations will be implemented by NCC only on the understanding that the Client will be responsible for any costs or expenses incurred prior to, or as a result of, the cancellation, amendment or failure of the Client to act upon a deadline associated with the Agreement.

## 6 PAYMENT TERMS

- 6.1 NCC will submit to the Client invoices containing the Charges and expenses payable upon completion of the Proposal or on a monthly basis (whichever comes first), adding the appropriate rate of VAT.
- 6.2 The Client will refer all queries pertaining to the Charges and expenses back to NCC within 5 calendar days of the invoice date. The Client will pay each invoice within 30 days of the date of invoice. The late payment of commercial debts



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(interest) Act 1998 as amended and supplemented by the late payment of commercial debts regulations 2002 shall apply to this contract.

## **7 RETENTION OF TITLE**

7.1 For so long as any amounts remain owing from the Client to NCC (whether immediately due or not) title to the property in any goods or materials supplied to the Client will remain with NCC and will not pass to the Client until NCC receive such amounts in full.

## **8 LIMITS AND EXCLUSIONS**

8.1 The Client shall indemnify and keep NCC indemnified against any and all proceedings, damages, losses and liabilities resulting from;

- (a) Any claims brought against NCC based upon any goods, materials or business writing prepared, supplied or specifically approved (either orally or in writing) by the Client particularly in relation to proceedings under the Trade Descriptions Act 1968; or
- (b) Any act, neglect or default of the Client; or
- (c) The proven infringement of the Intellectual property rights of any third party; or
- (d) Any successful claim by any third party alleging libel or slander, provided any such liability has not been incurred through the neglect or default of NCC.

8.2 NCC shall not be responsible for any loss, damage, cost or expense arising from, or from any defect, mistake or inaccuracy in any Client materials or information specified or supplied by the Client; any loss, damage, cost or expense arising there from shall be for the sole account of the Client.

## **9 COPYRIGHT**

9.1 The copyright in all copy and work produced by NCC rests with NCC. On payment of all relevant contract Charges in full, copyright shall be assigned to the Client.

## **10 THIRD PARTY RIGHTS**

10.1 No person or entity other than the Client shall have any rights to enforce any of the terms of the Agreement against NCC.

10.2 NCC accept no liability to anyone, other than the Client, in connection with the Services.



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## **11 CONFIDENTIALITY**

- 11.1 NCC will maintain as confidential all information obtained under or in connection with the Agreement and will not divulge such information to any person (except to their own employees or subcontractors and then only to those employees or subcontractors who need to know same) without the Clients prior written consent.
- 11.2 This clause will not extend to information that was rightfully in the possession of NCC prior to the commencement of the Agreement, which was already in the public domain or becomes so at a future date (otherwise than as a result of a breach of this clause or any other confidentiality agreement signed by NCC).

## **12 TERMINATION**

- 12.1 Either Party may at any time and without cause terminate the Agreement by giving 30 days' notice in writing of its intention to terminate to the other Party.
- 12.2 Upon termination the Client shall pay NCC all Charges due in respect of the Services provided and expenses incurred prior to the termination.
- 12.3 Either Party may terminate the Agreement forthwith by written notice if the other Party commits an act of bankruptcy or goes into liquidation or is put into liquidation (other than for a proper commercial purpose and whilst solvent) or a receiver is appointed, or an administration order is made in respect of it.
- 12.4 Any termination of the Agreement, however occasioned will not affect any accrued rights or liabilities of the other party, nor will it affect the coming into force, or the continuance in force, of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **13 MARKETING**

- 13.1 The Client agrees that NCC may refer to the Client and refer to the nature of the service contracted for, provided the client name is not identified. Neither NCC nor the Client shall make any statement about the service to the press or to the public without the other Parties prior written consent.

## **14 WAIVER**

- 14.1 The failure by NCC to enforce at any time or for any period any one or more of the terms or conditions of any Agreement between NCC and the client shall not be a waiver of any such term or condition or of the right at any time thereafter to enforce all terms and conditions of that contract.

## **15 FORCE MAJEURE**



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15.1 NCC shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), Act of God, legislation, war, terrorism, fire, flood, drought.

## **16 SEVERABILITY**

16.1 If any provision or part of a provision of the Agreement is held to be invalid, illegal or unenforceable that part shall be severed, and the remaining provisions shall continue to be valid and enforceable as if the Agreement had been executed with the invalid provision omitted.

## **17 ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire and only agreement and supersedes all prior agreements, representations, understandings or discussions. Any T&C's which the Client purports to apply under any purchase order, confirmation of order, specification or other document do not form part of this Agreement. The Client acknowledges that any agreement, representation, understanding or discussion it wishes to rely upon has been recorded in the Agreement and that no reliance has been placed upon any agreement, representation, understanding or discussion that has not been embodied in this Agreement.

## **18 LEGAL STATUS**

18.1 NCC act in all its contracts as a principal of law. These T&C's shall apply to all trading between NCC and its Clients unless other terms have been specifically agreed in writing. These T&C's and all other express terms of the contract shall be governed and construed in accordance with English Law. The Parties irrevocably agree to submit to the exclusive jurisdiction of the English courts.



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