

# Terms & Conditions

## 1. The Agreement

1.1 These Terms & Conditions relate to a single service or services provided by Sarah Wilson-Blackwell - The Sarky Type (henceforth known as the Contractor) and You and/or Your Business Name (henceforth known as the Client).

1.2 Once these Terms & Conditions have been agreed and payment has been received they will remain in full force and effect until the service/services have been delivered.

1.3 Quotations will remain valid for 30 days. The Contractor reserves the right to change the quote should the Client wish to proceed after that period.

1.4 The Contractor will provide a quote based on information supplied by the Client. If, on reflexion there is more work involved to meet the Clients needs the Contractor reserves the right to re-quote where applicable.

## 2. Payment

2.1 Payment terms are 5 working days from the date on the invoice unless immediate payment is stated. Services below the sum of £500 will require payment in full before any work can begin. Amounts of £501 and over require a 50% deposit, the balance of which will be payable 1 day prior to the delivery date.

2.2 Retainer services require an advance payment of the full amount to secure the work. The Client may receive two invoices depending when the agreement begins in the month.

2.3 All payments to the Contractor are to be made via Bank Transfer; details of which are stated on the invoice.

2.4 Late payment fees will be charge at an interest rate of 8% plus The Bank Of England base rate. These fees will be accrued for each day the payment has not been received.

2.5 The Client is liable for any fees incurred to the Contractor whilst attempting to recover any missed and late payments.

2.6 Refunds are entirely down to the discretion of the Contractor.

## 3. Cancellations

3.1 If the Client cancels less than 5 working days prior to the start date, the Contractor will require 50% of the agreed project fee for time not profitably used (potential loss of earnings).

3.2 If the Client cancels whilst work is being undertaken the Contractor will invoice the Client for any work already completed.



3.3 The Contractor requires 30 days notice for the cancellation of any retainer services arranged. The Contractor will also give the Client 30 days notice if they wish to terminate the agreement. Written consent in the form of an email will be required by both parties and the 30 days start from the date of the cancellation email.

3.4 The Contractor reserves the right to cancel the agreement at any given time if the Client breaches the Terms & Conditions.

#### **4. The Contractor**

4.1 The Contractor is registered for Self Assessment with HMRC and is a self-employed, independent party. They are liable for their own business expenses and tax contributions.

4.2 The Contractor works from home remotely.

4.3 The Contractor will accept communication via email and any other written means during usual office hours.

4.4 All phone/video calls are to be scheduled at a time agreed by both parties.

4.5 The Contractor is not obliged to be available at all times to the Client during the period of the agreement.

4.6 The Contractor is not obliged to inform the Client of any leave they may take during the agreement. In the event that any absence directly impacts the deliverable date of the service or services the Contractor will inform the Client as soon as possible.

4.7 The Contractor reserves the right to secure any other works during the agreement.

4.8 The agreement relates to works quoted for and secured via payment. Any further work required will be evaluated and priced separately.

#### **5. Standard of Service**

5.1 The Contractor will work to the highest standard, ensuring they deliver the service and/or services to the best of their ability to the Client. However "highest" and "best" are terms open to interpretation and vary depending on the individual.

#### **6. Feedback**

6.1 The Contractor welcomes professional and well intentioned feedback. If the Client is happy with the service or wishes to offer ways in which it could be improved please send an email to:

[info@thesarkytype.com](mailto:info@thesarkytype.com)

#### **7. Data Protection and Confidentiality**

7.1 Any information provided by the Client will only be used to provide the service to the Client.



All information is stored off-line on an external, password-protected hard drive. The Client can request access to information and see that it is accurate and up to date. The Client can request the information is destroyed after the agreement ends. The Contractor will not divulge any information to a third party. These obligations will apply during the agreement and will survive indefinitely upon completion of works.

## **8. Intellectual Property**

8.1 All intellectual property and related material, including trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name that is produced under the agreement, will be the sole property of the Client once the agreement is complete and full payment is received.

8.2 The Contractor will be permitted to use the intellectual property beyond the agreement for marketing purposes.

## **9. Indemnity and Liability**

9.1 The Client is responsible for the accuracy and completeness of the project/work/items/documents and all information provided to the Contractor to complete the service/services.

9.2 It is the sole responsibility of the Client to ensure that their work does not breach plagiarism and copyright guidelines.

9.3 The Contractor is not liable for incidental, indirect, consequential, special, punitive, or exemplary damages, including the following:

- Any loss of actual or anticipated revenues or profits
- Any loss of business or expected future business
- Any loss of data related to the service
- Any damage to reputation or goodwill
- Any loss or damage that is not foreseeable
- Any loss arising in the event that the use of the services is in breach of the Clients university/academic institution's regulations governing academic work

## **10. Force Majeure (events outside of our control)**

10.1 The Contractor is not liable for any failure or delay in performing their obligations where that failure or delay results from any cause that is beyond their reasonable control. Causes that include but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action. Epidemic or other natural disaster, or any other extraordinary or difficult circumstance that is beyond their control.

