

The following Definitions apply:

Business Day: a day other than a Saturday, Sunday or public / bank holiday, between 9:00 and 18:00

Client: the person or firm who purchases services from Jill Riley Ltd.

Contract: is between the Client and Jill Riley Ltd for the supply of Services in accordance with these Terms and Conditions and the Order.

Hourly Rate / Fee: as agreed between the Client and Jill Riley Ltd for the supply of Services and shown on the Order.

Hours Agreed: number of hours as agreed between the Client and Jill Riley Ltd for the supply of Services as shown on the Order.

Specification: the description of Services required, provided to Jill Riley Ltd by the Client in accordance with clause 2.

Charges: the charges payable by the Client for the supply of Services.

Commencement Date: date of commencement of work as agreed between the Client and Jill Riley Ltd as shown on the Order.

Location of Work: as agreed between both the Client and Jill Riley Ltd and shown on the Order.

Services: services supplied by Jill Riley Ltd to the Client as set out in the Specification.

Order: provided separately to these Terms and Conditions that become accepted once signed by the Client.

1. GENERAL

- 1.1 These Terms and Conditions shall apply to all Clients for the supply of Services by Jill Riley Ltd, and shall prevail over any other documentation or communication from the Client. Any variation, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by Jill Riley Ltd.
- 1.2 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which Jill Riley Ltd may be entitled in relation to the Services, by virtue of the statute, law or regulation.
- 1.3 Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.
- 1.4 Nothing in these Terms and Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties.
- 1.5 Any dispute or claim arising out of or in connection with these Terms and Conditions, or its subject matter, or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.
- 1.6 Intellectual property rights - all Jill Riley Ltd's materials are the exclusive property of Jill Riley Ltd.

2. SPECIFICATION

- 2.1 The Specification shall be agreed in the following manner:
- 2.2 The Client shall provide Jill Riley Ltd with a description of the work required, hours of work, date of commencement and duration.
- 2.3 Jill Riley Ltd will agree with the Client the hourly rate or fixed fee, duration and arrangements for such work.
- 2.4 Jill Riley Ltd and the Client shall discuss and agree the Specification and it shall form part of the Contract between and become subject these Terms and Conditions by way of a signed Order.
- 2.5 Once the Specification has been agreed, any amendments will be addendum to the Order.

3. ORDER

- 3.1 The Order will be attached to these Terms and Conditions, and shall remain valid for a period of 30 (thirty) days.
- 3.2 The Client agrees the Specification and accepts these Terms and Conditions by signing the Order.

4. CHARGES AND PAYMENT

- 4.1 Charges shall be calculated in accordance with Jill Riley Ltd's Hourly Rate or a fix price as agreed.
- 4.2 Jill Riley Ltd shall use time recording to calculate the Charges covered by each invoice. Hourly rates are charged at 15-minute increments.
- 4.3 Jill Riley Ltd will invoice the Client, and the Client agrees to:
 - 4.3.1 **for one-off jobs** – pay Jill Riley Ltd a 50% up-front payment in advance of work commencing. Balance invoice will be issued immediately after completion of work and Clients agree to make payment of this invoice by return. Payment must be made in full and in cleared funds within 7 (seven) days to Jill Riley Ltd.
 - 4.3.2 **for monthly / long-term contracts** – Clients will be invoiced at agreed regular intervals, either every 2-weeks or at the end of each month. The Client agrees to pay each invoice submitted by Jill Riley Ltd in full and in cleared funds within 14 (fourteen) days of date of invoice to Jill Riley Ltd.
- 4.4 Jill Riley Ltd shall be entitled to charge an overtime rate of 1.5 x the Hourly Rate for any time worked outside normal business hours. Any overtime will be agreed with the Client in advance where possible.
- 4.5 The Hourly Rate or fixed price agreed, plus any overtime will exclude the cost of travelling, postage (of any significant amount) and any other expenses reasonably incurred by Jill Riley Ltd in the course of completing the work required by the Client.
- 4.6 Mileage to Client premises is not charged for, but mileage outside of an agreed area is charged extra at 45p per mile.
- 4.7 Initial consultation is free up to a maximum of 2 hours. Travel of more than 15 miles is charged for, unless otherwise agreed between the Client and Jill Riley Ltd.
- 4.8 Jill Riley Ltd reserves the right to increase rates and will give existing Clients 3 (three) months' notice of any such increase. If such increase is not acceptable to the Client, the Client should notify Jill Riley Ltd as soon as possible.
- 4.9 Jill Riley Ltd is not VAT Registered and all amounts payable by the Client and invoiced under the Contract will not have VAT added.
- 4.9.1 If the Client fails to make any payment due to Jill Riley Ltd under these Terms and Conditions by the due date for payment, Jill Riley Ltd shall have the right to:
 - 4.9.1 - charge interest on the overdue amount at the rate of 8.5% (eight and a half percent) per annum accruing on a daily basis from the due date until the date of actual payment of the overdue amount.
 - 4.9.2 - charge any reasonable legal costs in connection with the collection of payments relating to overdue amounts.
 - 4.9.3 - suspend all Services until payment has been made in full.
- 4.10 The Client shall pay all amounts due to Jill Riley Ltd in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counter claim against Jill Riley Ltd in order to justify withholding payment of any such amount in whole or in part.
- 4.11 All sums payable to Jill Riley Ltd shall become due immediately on Termination of work, despite any other provision.

5. SUPPLY OF SERVICES

- 5.1 Jill Riley Ltd shall supply Services to the Client in accordance with the Specification and as agreed on the Order.
- 5.2 Jill Riley Ltd shall use all reasonable endeavours to meet any dates specified but, subject to contrary written advanced agreement, any such dates shall be estimates only.
- 5.3 Jill Riley Ltd shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.
- 5.4 Any descriptive matter, samples, written or advertising information issued by Jill Riley Ltd, or any descriptions and information set out on Jill Riley Ltd's website, are issued or published for the sole purpose of giving an approximate idea of the Services provided. They shall not form part of the Contract or have any contractual force.
- 5.5 All email files will be checked for viruses and any documents found to contain a virus will be returned unopened to the Client.
- 5.6 Whilst every precaution will be taken to protect Client data and information, Jill Riley Ltd cannot be held liable for any loss whatsoever due to computer virus, breakdown, power or line failures.
- 5.7 Jill Riley Ltd will endeavour to produce work and documents in a timely accurate manner but final check of work or proof reading of all documents is the client's responsibility. Any errors notified to Jill Riley Ltd within 7-days of completion will be rectified free of charge.
- 5.8 Client post will be sent using normal posting methods unless otherwise requested, and Jill Riley Ltd takes no responsibility for any loss incurred caused by mislaid or missing post.
- 5.9 Jill Riley Ltd will notify the Client where possible in advance of any expected reduction in contracted hours and the duration due to holiday, sickness or other limitations.

6. CLIENT OBLIGATIONS

- 6.1 The Client shall:
 - 6.1.1 Ensure that the terms of the Specification / Order and any information provided are complete and accurate.
 - 6.1.2 Cooperate with Jill Riley Ltd in all matters relating to the Services.
 - 6.1.3 Provide Jill Riley Ltd with input, material and other such information as Jill Riley Ltd may reasonably require in order to supply Services.
 - 6.1.4 Inform Jill Riley Ltd of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises.
 - 6.1.5 Ensure that work requested is not illegal, immoral or breaks copyright law, and clients will be held responsible for any work undertaken that contravenes this.
 - 6.1.6 Check all work and proof read final documentation, and agree to notifying Jill Riley Ltd of any errors within 7 (seven) days of completion of work.
 - 6.1.7 Take care to ensure a secure method of emailing or posting of items.

7. CONFIDENTIALITY

- 7.1 Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives that are of a confidential nature and have been disclosed to the receiving party by the other party.
- 7.2 The Client agrees not to assigned work to Jill Riley Ltd that is illegal, immoral or objectionable and does not break copyright law.
- 7.3 This clause 7 shall survive termination of the Contract.

8. DATA PROTECTION

- 8.1 The Client consents to Jill Riley Ltd processing data relating to the Client in connection with the Services and for legal and administrative purposes, and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 2018 (GDPR)) relating to the Client.
- 8.2 Neither party will disclose personal data to any third parties unless required by law.
- 8.3 Client and/or their customer documentation is not backed up or retained by Jill Riley Ltd following completion of contract.

9. LIMITATION OF LIABILITY

- 9.1 Jill Riley Ltd shall under no circumstances whatsoever be liable to the Client or any third party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract beyond that which cannot be excluded under applicable law for:
 - 9.1.1 - loss of profits,
 - 9.1.2 - loss of sales or business,
 - 9.1.3 - loss of agreements or contracts,
 - 9.1.4 - loss of anticipated savings,
 - 9.1.5 - loss of or damage to goodwill,
 - 9.1.6 - loss of use or corruption of software, data or information, or
 - 9.1.7 - any indirect or consequential loss, or consequential damage.
- 9.2 Jill Riley Ltd will use all reasonable endeavours to carry out the agreed work but will not be liable for any costs or losses sustained or incurred by the Client or third parties arising directly or indirectly from Jill Riley Ltd's failure or delay to perform any obligations as set out in these Terms and Conditions.
- 9.3 The Client agrees that liability is limited to the maximum extent allowed by applicable law or the fees paid/due to Jill Riley Ltd for carrying out the agreed work (whichever is the lower).
- 9.4 The Client will be held responsible for any legal action taken against Jill Riley Ltd by any third parties in relation to any work undertaken on behalf of the Client that is found to be illegal, immoral, or breaks any laws.
- 9.5 Jill Riley Ltd will not be liable for any loss or damage arising directly or indirectly from the advice, support and documentation given by the Client.
- 9.6 Any advice provided by Jill Riley Ltd is in good faith without express or implied warranty.
- 9.7 The Client shall reimburse Jill Riley Ltd on written demand for any costs or losses sustained or incurred by Jill Riley Ltd arising directly from the Client.

10. TERMINATION

- 10.1 Without limiting its other rights or remedies, each party may terminate the Order with immediate effect by giving written notice to the other party if:
 - 10.1.1 The other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 (seven) days of that party being notified in writing of the breach.
 - 10.1.2 The other party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.
- 10.2 The other party suspends or ceases, or threatens to suspend or cease, or to carry on all or a substantial part of its business; or the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of continuing to work, manage their own affairs or becomes a patient under any mental health legislation.
- 10.3 On termination of the Contract all sums payable to Jill Riley Ltd by the Client shall become due immediately, despite any other provision.

11. CANCELLATIONS

- 11.1 **Long term Contracts** – Cancellations require no less than 30 (thirty) days notice by either party. Cancellations made by the Client with less than 30 (thirty) days notice will be subject to payment of 50% of the cost of 1 (one) month fees as agreed on the signed Order.
- 11.2 **Monthly Contracts** – Reviewable at the end of each calendar month, and may be cancelled or renewed at that point.
- 11.3 **One-off jobs** – Once Order agreed and signed – no cancellation permitted.

12. FORCE MAJEURE

- 12.1 Force Majeure means an event beyond the reasonable control of Jill Riley Ltd or the Client, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport, service provider network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or similar.
- 12.2 Jill Riley Ltd shall not be liable to the Client as a result of any delay or failure to perform obligations under this Contract / Agreement as a result of a Force Majeure event.
- 12.3 The Client shall not be liable to Jill Riley Ltd as a result of any delay in performing obligations under this Contract / Agreement as a result of a Force Majeure event.