

## **TERMS AND CONDITIONS OF BUSINESS**

Revised on 1<sup>st</sup> April 2008

### **1. General**

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

### **2. Payment**

- 2.1 The price for the supply of goods and services are set out in the attached Booking Confirmation. The set up of telephone answering services are invoiced at the time of set-up along with the first month's subscription. Monthly subscriptions are then invoiced in advance on the monthly bill.
- 2.2 Invoices for services provided will be produced at the beginning of each month for work carried out the previous month (with the exception of the monthly subscriptions for telephone answering, as stated in 2.1). Time-sheets will be provided for secretarial support carried out.
- 2.3 Unless the Agreement provides otherwise, the price for the goods and services shall be payable no later than 14 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for all legal costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 2.4 The price of the services is exclusive of Value Added Tax (VAT) which shall be charged at the rate prevailing at the relevant tax point.

### **3. Risk**

As soon as we have delivered the goods and services, you will be responsible for them and we will not be liable for their loss or destruction. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

### **4. Ownership of the Goods**

Mosaic Virtual Office Ltd hold the contract and agreement with the telephone provider and have sole right to the telephone number allocated to you under this contract, unless previously agreed in the Booking Confirmation.

## **5. Delivery**

- 5.1 We will deliver the documents to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for losses or damage once these have been sent to you (unless this is caused by our negligence), or for delays/errors in transmission of electronic documentation caused by our ISP.
- 5.2 We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative date.

## **6. Performance**

- 6.1. We will carry out the work within a reasonable time-scale.
- 6.2. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

## **7. Warranty**

- 7.1 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 7.2 A high level of confidentiality is always maintained around the work being carried out and the client's business. No information will be disclosed to any person or organisation outside of Mosaic Virtual Office Ltd unless there is a legal requirement to do so.

## **8. Right to Cancel**

- 8.1 Telephone Answering
  - 8.1.1 If you wish to cancel this agreement within 30 days of the date on which the Agreement was signed, your notice must be sent to us in writing. A cancellation fee of £50 + VAT will be applicable in respect of set up costs which are incurred.
  - 8.1.2 If we have answered calls for you before you cancel this Agreement then, unless we are in breach of contract, you will be required to make full payment for the calls answered and any additional related service, ie. text messages sent, to the date of cancellation.
  - 8.1.3 If you no longer require our services due to changes in your business you are required to give us three months notice in writing. Alternatively a cancellation fee equal to three months subscription will become due and payable if a shorter or no notice period is given to us.

8.1.4 The telephone number you have been issued with this service will remain the property of Mosaic Virtual Office Ltd, unless previously agreed in the Booking Confirmation.

8.1.5 If you have been issued an 0845 number the purchase of this number can be arranged if required.

## 8.2 Secretarial Support

8.2.1 If you no longer require our services due to changes in your business and you are signed up to a fixed package of secretarial support, you are required to give us one months notice in writing.

8.2.2 If you wish to cancel an Agreement for ad-hoc secretarial support you are required to notify us in writing and, unless we are in breach of contract, you will be required to make full payment for the goods and services supplied to date.

8.3 We reserve the right to cancel the Agreement between us and will give one months notice in writing.

8.4 We reserve the right to cancel the Agreement with immediate affect should payment of any invoices become more than 30 days overdue.

## 9. **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## 10. **Liability**

10.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

10.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

10.3. Where we need to carry out work on your premises, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

10.4. In the event of us preparing documentation, we can not be held responsible for any errors or omissions made in documentation produced for you.

10.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

## 11. **Governing Law and Jurisdiction**

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**12. Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

**13. Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

**14. Customer Services**

14.1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out below.

14.2. If you are unhappy with any aspect of our service, please contact the Director. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

**15. Changes to Terms and Conditions of Business**

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

**16. Data Protection**

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.