

Lucinda Elizabeth – Terms and Conditions

These Terms and Conditions apply to all Services provided by us, Lucinda Elizabeth of 10 Fernhill Way, Wolvey, Hinckley, LE10 3LP (“the Company”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract” means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;

“Client” means you, the individual, firm or corporate body purchasing the Services from us. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Client in the context of the Contract;

“Proposal” means the written Proposal to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise stated and will constitute our entire scope of works; and

“Services” means the content writing, ghost-writing and/or any other Services provided by us to you.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” is a reference to the Company and includes our employees, subcontractors and agents;

1.2.2 “you” and “your” is a reference to the Client and includes your employees and agents;

1.2.3 “writing” and “written” includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 “these Terms and Conditions” is a reference to these Terms and Conditions;

1.2.6 a clause is a reference to a clause of these Terms and Conditions;

1.2.7 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. The Contract

2.1 We will provide you with a written Proposal for our Services. The acceptance of our Proposal, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us.

2.2 You are responsible for the accuracy of any information you submit to us and for ensuring that our Proposal reflects your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.3 You agree to provide us with any information, advice, assistance, access, materials and images as we may reasonably require within sufficient time to enable us to perform the Services. However, any timescales we provide are a guideline only and are not of the essence of the Contract.

3. Fixed Price Services

3.1 We will arrange an initial consultation with you in order to gauge your specific requirements. It is your responsibility to ensure you let us know of all your specific needs and any relevant information at this time.

3.2 Upon your receipt of the drafts, you shall be responsible for reading the Content thoroughly to ensure it reflects your needs. We will be happy to make one minor amendment to the Content. Where the Content needs further changes, this may be chargeable at our discretion.

3.3 You must provide feedback on the draft Content within 7 days of the date of receipt otherwise the draft shall be deemed as accepted and any further amendments shall be chargeable.

3.4 You agree to pay the fees in accordance with your Proposal.

3.5 If stage payments are being made, no further works shall be carried out until each stage payment has been received.

4. Retained Services

4.1 Retained Services shall be for a set amount of Content within a fixed period, as per our Proposal. If we include for an agreed number of blog posts, it is your responsibility to ensure you make use of your allocated blog.

4.2 Retained Services will continue for the minimum agreed Term and thereafter the Contract will be automatically renewed on the same Terms and Conditions as set out in this Contract (with the exception of the price) on a rolling monthly basis unless a written notice to terminate is given by

either party in accordance with clause 8 below. We will notify you of any such price increase in accordance with these Terms and Conditions.

4.3 We reserve the right to review our fees for retained Services periodically and in any event, shall do so annually. We will give you notice before the end of the then-current Term of any proposed price changes before such changes shall take effect.

4.4 Payment for retained Services will be due monthly in advance for the duration of the Term.

5. The Services

5.1 All Content and other documentation we prepare will be based on information provided to us. We cannot be held liable for any delays, errors, discrepancies or any other adverse consequences where you have provided incorrect information or have failed to provide information necessary for us to provide our Content. We cannot be held responsible for delays where we do not receive such information in time to meet deadlines agreed.

5.2 Any timescales and deadlines we provide are a guideline only, they cannot be guaranteed and are not of the essence of the Contract. We shall have no liability where projects are delayed for any reasons.

5.3 Our normal working hours are Monday to Friday, 9am – 5pm, excluding bank holidays, unless otherwise agreed. Services required outside of these times are subject to our availability and may incur additional costs.

5.4 We can provide advice and assistance regarding implementing the documentation we have provided, however, it is your responsibility to ensure the Content is accurate and suitable for your needs. It is your responsibility to check for mistakes, including spelling and grammar mistakes, at all stages and we accept no responsibility for the same.

5.5 Any alterations required after approval, any changes to the brief or any additional visits required above the allowance included for in the Proposal will be chargeable at our standard rate applicable at the time.

5.6 We shall issue the documentation in our standard format only. We will endeavour to accommodate any particular format requested, however this may be subject to an additional fee.

6. Fees

6.1 You agree to pay the fees in accordance with the Proposal.

6.2 All invoices are payable in full, without set off, withholding or deduction, within 30 days from the date of invoice. All fees are exclusive of VAT, unless otherwise specified.

6.3 You also agree to pay for any additional services requested by you and provided by us that are not specified in the Contract. These additional Services will be charged in accordance with our current, applicable rate in effect at the time of the performance or such other rate as may be agreed.

6.4 We also reserve the right to charge you for our reasonable travelling time and travel expenses and for any materials, goods and services supplied by us in connection with the Services.

6.5 The time of payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other right or remedy available to us, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above the Bank of England base rate from time to time in force, both before and after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7. Variation and Amendments

7.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.

7.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

7.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result will be payable in accordance with our terms for payment.

8. Cancellation and Termination

8.1 Should you cancel our fixed price Services (detailed in clause 3 above), we will be immediately entitled to payment for the work completed and once payment has been made, we will hand over the works we have completed.

8.2 As detailed in clause 4 above, retained Contracts will continue for an initial Term as outlined in our Proposal, and thereafter will be automatically renewed, with the exception of the price, on the same Terms and Conditions as set out in this Contract, unless a written notice to terminate is given by either party in accordance with this clause 8. Such notice is to be given a minimum of 30 days before the end of the then-current Term, and will be effective only at the end of that Term.

8.3 Either Party has the right to terminate any Services immediately if the other:

- 8.3.1 has committed a material breach of this Contract, unless the breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 8.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 8.4 Upon termination, all payments required under this Contract shall become due and immediately payable.
- 8.5 Any and all obligations of the Parties, which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract, shall survive termination under this clause 8 on a pro-rata basis.
- 9. Confidentiality**
- 9.1 Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain Confidential Information to each other. Both Parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 10. Intellectual Property**
- 10.1 The copyright in any Services provided by us is and will become your property. Subject to a written agreement to the contrary, the Contract will give you ownership rights in the Services provided by us provided all payments due under the Contract have been received by us in full.
- 10.2 The ownership will apply only to final versions provided by us and will not apply to any draft versions.
- 10.3 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 10.4 We reserve the right to use any materials, content, or any other Services provided by us, together with your company name, for our own advertising or promotional purposes.
- 10.5 You warrant that any logo, design, image, document or instruction supplied or given by you will not cause us to infringe any intellectual property rights of any third party (including, but not limited to, any letter patent, registered design or trade mark) in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against us or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.
- 11. No employment:** Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 12. Assignment and Sub-Contracting**
- 12.1 You may not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this Contract.
- 12.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent.
- 12.3 Where we subcontract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the subcontractor as if it were an act or omission of our own.
- 13. Literature and Representations:** Any marketing literature we may provide is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 14. Liability and Indemnity**
- 14.1 Except in respect of death or personal injury caused by our negligence, we will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
- 14.2 Except as stated in clause 14.1, in the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services under the Contract.
- 14.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permissible by law.
- 14.4 We cannot be held responsible for any failure or delay in providing our Services or for any costs or losses sustained or incurred by you as a result, where our failure or delay was caused by incorrect information, a lack of information or communications from you, or your failure to comply with any of your obligations detailed in these Terms and Conditions.
- 14.5 We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations, nor can we guarantee the success or outcomes of any marketing campaign or any of the other Services provided. Further, we will not be liable for any consequences should our professional advice not be taken. We may from time to time provide introductions or referrals to other companies, however, under no circumstances will we be liable for the actions or lack of actions of said other companies.
- 15. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.
- 16. Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.
- 18. Data Protection:** Both parties agree to comply with all applicable data protection legislation, including, but not limited to the Data Protection Act 2018, and the General Data Protection Regulations 2016, and any subsequent amendments thereto.
- 19. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 20. Notices:** Notices shall be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- 21. Law and Jurisdiction**
- 21.1 These Terms and Conditions and the Contract will in all respects be subject to and construed in accordance with the laws of England and Wales.
- 21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract will be referred to the exclusive jurisdiction of the courts of England and Wales.