



the **simpler** solution

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Business Terms & Conditions

1 Introduction

All Products and Services provided by the Company are subject to the following terms and conditions.

2 Definitions

Conditions	means these terms and conditions, including any special terms and conditions agreed in writing between the Company and the Client.
Company	means The Simpler Solution Limited, having its place of business at: 40 Tennant Wynd Bellshill North Lanarkshire ML4 3GE and registered in Scotland SC328885.
Client	means any individual or company who agrees to acquire any Products or Services from the Company in accordance with the terms of the Agreement.
Agreement	means the contract for the supply of Products and Services incorporating the Conditions and the terms of any Proposal.
Products	means all products supplied by the Company to the Client under the terms of the Agreement as described in the Proposal.
Services	means all services supplied by the Company to the Client under the terms of the Agreement as described in the Proposal.
Proposal	means the proposal or quotation issued by the Company and accepted by the Client detailing the Products and Services to be supplied and the fees payable.

3 Project acceptance

Email or other written approval for the work to commence from the Client or any employee of the Client shall be deemed as a contractual agreement between the Client and the Company.

Approval for the work to commence indicates that the Client accepts the terms and conditions outlined in this document.

Unless otherwise agreed in writing between the Company and the Client, any quotations provided by the Company will remain valid for acceptance for a period of 30 days.

4 Payment terms and schedule

Fees for Products and Services to be provided by the Company shall be defined in the project specification document.

4.1 Payment schedule

An advance payment of 30% of the total cost of the project may be invoiced when approval has been given for the work to commence. If requested, this sum is payable immediately and is non-refundable. The Company reserves the right to delay commencement of any work until this advance payment has been received.

The remaining 70% of the total cost of the project will be invoiced on completion of the project if this falls within 30 days of the start of the project. Where the duration of the project is longer than 30 days, invoices will be raised monthly for all work completed within the preceding month.

All invoices will be sent to the Client by email and will be in PDF format. All payments should be made within 30 days of the invoice date. Payment should be made in Pounds Sterling by BACS electronic bank transfer whenever possible. Cheque will be accepted by prior agreement where electronic bank transfer is not possible.

4.2 Expenses

The Company reserves the right to charge reasonable project expenses to the Client in respect of the Company carrying out its obligations under the Agreement. Expenses shall include but not be limited to travel costs, hotel accommodation and courier services and shall only be payable if agreed in advance by the Client in writing.

4.3 Project completion and testing period

The project shall be deemed to be complete when it meets the criteria outlined in the project Proposal document. Once complete, the Company will supply the Client with the agreed deliverables.

The Client is expected to fully test the project deliverables and will have 30 days in which to report any issues in writing to the Company. If these issues are a result of any defects that prevent the work from meeting the criteria outlined in the Proposal document, the Company will attempt to correct the defects free of charge. Where the issues fall outside the agreed scope of the project Proposal document, the Client should submit a formal change request and the appropriate charges will be applied.

After the 30 day testing period is complete, all work requested by the Client will be subject to charges.

4.4 Late payment charges

At the discretion of the Company, invoices that have not been paid within 30 days of the invoice date will be subject to a late payment charge of 10% of the amount outstanding. Monthly interest of 8% above the Bank of England base rate will also be charged.

4.5 Cancellation of orders

Should the Client wish to cancel the project at any time, they must do so in writing. The Client will be liable for any work that has already taken place and shall be charged accordingly.

5 Change control procedure

Should the Client wish to change the deliverables of the agreed project in any way, they should inform the Company as soon as possible as these changes may affect the costs or timing of the project. In order to change a project after it has commenced, the following change control procedure must be followed.

1. The Client should notify the Company in writing of the required changes.
2. The Company will try to accommodate minor changes within the existing agreement but where changes will affect the cost of the project; the Company will provide the Client with a quotation for the work required.
3. Should the Client accept the quotation, the costs and changes will be incorporated into the project.

The Company will be entitled to make a reasonable charge for researching any change requests and

preparing the quotation. The Client will be notified of any potential charges in advance.

6 Confidentiality

The Company and Client shall treat as secret and confidential and not disclose to any third party (other than its professional advisors) any information clearly labelled as being confidential and supplied to the other party during the performance of the Agreement, except where required by law or where the information has come into the public domain other than through unauthorised disclosure.

7 Intellectual property and licensing

Unless otherwise agreed in writing, all copyright and intellectual property rights of Products and Services produced by the Company will remain the property of the Company. Where the Products and Services supplied by the Company include the intellectual property of a third party, the Company shall have ensured that all relevant licenses for its use have been obtained.

All copyright and intellectual property rights of content supplied to the Company by the Client will remain the property of the Client or any relevant third parties. Where the content supplied by the Client includes the intellectual property of a third party, the Client shall have ensured that all required licenses for its use have been obtained.

8 Warranties

The Company warrants and undertakes to the Client that it is able to enter into this Agreement, that all Products and Services will be supplied with reasonable care and skill and by means of appropriately qualified and skilled personnel, and that all Products and Services supplied to the Client (excluding any content supplied by the Client) shall not infringe any third party rights.

The Client warrants and undertakes to the Company that it is able to enter into this Agreement and that no content provided to the Company shall infringe any third party rights.

The Client accepts full legal responsibility for the use of all Products and Services supplied by the Company and it is the sole responsibility of the Client to ensure that the Products and Services supplied by the Company to the Client comply with any regulations and laws to which they may be subjected.

9 Limitation of liability

The Client shall indemnify and keep indemnified and hold the Company harmless from and against any breach by the Client of the Agreement and any claim brought against the Company by a third party resulting from the provision of any Products and Services supplied by the Company to the Client.

All Products and Services supplied by the Company to the Client are provided on an as-is basis. The Company shall not be liable for any consequential damage or loss (including, without limitation, consequential loss of profits or business opportunity) suffered by the Client as a result of any fault, defect or error in the Products or Services supplied by the Company.

Subject to the above paragraph, the total aggregate liability of the Company in respect of any and all claims made by the Client with regard to the Products and Services supplied by the Company shall in no circumstances exceed the total of the fees paid by the Client for the original Products and Services supplied by the Company under this Agreement. This clause shall survive termination of the Agreement for any reason whatsoever.

Nothing in these terms and conditions shall exclude liability for death or personal injury resulting from

negligence.

10 Hosting

All hosting services supplied by the Company are dependent upon third party providers. The Company does not warrant that these services will be uninterrupted or that information placed on the hosting server will be secure or inaccessible by third parties.

All hosting fees are payable by the Client in advance and on a yearly basis. Should the Client not be satisfied with any aspect of the hosting service provided, they may cancel the service by providing written notification to the Company. No refund will be made for any payments already made by the Client.

The Company reserves the right to terminate any hosting services supplied to the Client by providing the Client with written notice. Where this is the case, the Client will be refunded any advance payments that they have made for time remaining on the hosting service.

11 Proper use

The Client agrees that all Products and Services supplied by the Company to the Client shall only be used for lawful purposes and that they shall not intentionally use any Product or Service for the transmission of any material which is in violation of any law or regulation in the United Kingdom, or which is defamatory, obscene or in breach of third party intellectual property rights, including copyright.

12 Force Majeure

If either party is affected by any circumstances beyond their reasonable control, they shall notify the other party of the nature and extent of these circumstances within 7 days. Neither party shall be liable for any delay in the performance of any of its obligations under this Agreement when due to Force Majeure and the party subject to delay shall be given a reasonable extension of time for performance.

13 Termination

The Company reserves the right to terminate the Agreement where the working relationship with the Client has broken down irretrievably. In this event, the Company will be entitled to invoice the Client for any work carried out up to the termination of the Agreement. In the event that no work has been carried out, any advance payment made by the Client will be refunded.

14 Dispute Resolution

Unless the parties agree otherwise, no litigation in respect of any dispute between them shall proceed unless and until the parties have used their best endeavours amicably to settle the dispute through non-binding confidential mediation.

15 General

The Agreement shall constitute the entire contract between the Company and the Client. This shall supercede all previous agreements and be to the exclusion of all other arrangements, both written and verbal, made between the Company and the Client.

The Agreement may only be varied by written agreement between the Company and the Client.

Nothing in the Agreement shall be deemed to constitute a partnership between the Company and the

Client.

Neither the Company nor the Client shall be permitted to assign the benefit or burden of the Agreement without the prior written consent of the other party.

All headings in this document are for ease of reference only and do not affect the interpretation of the Agreement.

If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect the legality, validity or enforceability of any other provision of the Agreement.

The Company reserves the right to amend and update these terms and conditions at any time.

16 Governing Law

The laws of Scotland govern these terms and conditions and the Client agrees that the Scottish courts shall have exclusive jurisdiction in any dispute.

