

Our terms and conditions are as follows:

### **General**

1. CLM Admin is the trading name of Clare Mitchell.
2. Initial consultations and quotations for new clients are free for the first hour and are carried out by email, telephone or in person (within a 20 mile radius).
3. CLM Admin will recommend a package based on workload but sole responsibility will lie with the client for choice of package.
4. CLM Admin undertakes that all work carried out on behalf of its clients is carried out with diligence and attention to accuracy.
5. Work is only accepted if we feel we have the ability to complete the work within the time frame required.
6. Any time frame and constraints relating to any work will be clearly stated and agreed to by both CLM Admin and the client.
7. Work can be accepted from the client by email, post, USB drive, in person or courier.
8. Work will be presented using Microsoft Office applications.
9. Any original documents are to be sent via secure post or courier.
10. Whether or not the client has expressly agreed to these terms and conditions, payment by the client of any invoice submitted by us confirms the client's agreement to these terms and conditions.
11. Either CLM Admin or the client can provide one month's notice of the cancellation of any contract.
12. CLM Admin has the right to amend the cost of the provision of services at any time by giving the client one month's notice in writing.
13. These terms and conditions are governed by the law of England and the exclusive jurisdiction of the English Courts.

### **Payment**

1. Payment can be made by cash, cheque or BACS transfer. No VAT is payable.
2. If the client's original requirements change, we reserve the right to change our original quotation following suitable consultation with client and additional hours can be added to complete work.
3. New clients are required to pay a minimum of 5 hours in advance of work commencing. Thereafter hours will be invoiced at beginning of each month or as agreed.
4. Packages must be paid for in advance at beginning of each month. Thereafter, a package will be valid for one calendar month from the date of the first request for services. The first request for services must be made within 2 weeks of the date of payment.
5. Payment is strictly 7 days from date of invoice. Failure to pay within 7 days will result in a £25 administration charge together with interest at 3% over current Bank of England base rate.
6. Postage, stationery, faxing, printing, landline & mobile calls, etc. are all charged to the customer at cost or as otherwise set out on our invoices.
7. Mileage is charged at 45p per mile plus travel time at the agreed hourly rate (if over 2 miles from business address).
8. In the event of a contract being cancelled, the client agrees to pay for all work completed up to that point together with any remaining hours left in package deal.

### **Responsibility and Liability**

1. Final responsibility for proof reading and checking all completed work lies with the client.
2. Clients have sole responsibility for adequate protection and back up of data and/or equipment used and will not make a claim against CLM Admin for lost data, re-run time, inaccurate instruction, work delays or lost contracts or profits resulting from any act or omission of CLM Admin.
3. It is the clients' responsibility to install anti-virus protection on their own equipment.

4. Although every effort will be made to ensure a reliable service, in event of equipment failure, staff illness or other matters beyond our control, CLM Admin cannot be held liable for any loss of information or documents or failure to meet deadlines.
5. CLM Admin will not be held liable or responsible for the end use of any document or work carried out by us. We retain the right to reject work which involves material we feel is illegal, immoral or objectionable.
6. Save in relation to personal injury or fraud CLM Admin's total liability arising in relation to or connection with the contract shall be limited to the price payable for services provided under the contract.
7. Save in relation to personal injury or fraud the client agrees to defend, indemnify, and hold harmless CLM Admin, its directors, employees, partners and agents, from and against any claims, actions, losses or demands, including without limitation legal and accounting fees, which arise or result from your use of our services or your breach of these terms and conditions whether or not such claims, actions, losses or demands arise from our negligence.
8. We will communicate with you by such methods as you may reasonably request. You may need to virus check electronic media and emails as, although we take reasonable precautions, we cannot guarantee that all electronic data is virus free. We will communicate with you and others when appropriate by email, but we cannot be responsible for the security of correspondence and documents sent by email. By accepting these terms and conditions, you give informed consent to enable us to communicate with you on confidential matters by email, unless you have asked us not to do so.

#### **Confidentiality & Data Protection**

1. We are happy to sign a confidentiality agreement if required by the client.
2. For the purposes of data protection our Data Protection Officer/Data Controller is Clare Mitchell.