

## TERMS & CONDITIONS

### DEFINITIONS

"Company" means Word for Word of 278 Halifax Old Road, Huddersfield, West Yorkshire, HD2 2SP, United Kingdom.

"Client" means the person, business, company or body purchasing the services supplied by the Company.

"Services" means the services and/or goods provided by the Company to the Client.

"Work" means the finished services and/or goods supplied to the Client.

"Contract" means the Contract between the Company and the Client for the sale of services and/or goods from the Company to the Client.

"Agreement" means this Agreement between the Company and the Client.

### PRICES & QUOTATIONS

Any prices quoted may (unless otherwise stated in the quotation) be varied by the Company in accordance with cost variations.

### DELIVERY

The Company shall try at all times to meet any quoted delivery deadline. However, any delivery date quoted is not guaranteed nor is the time quoted for delivery a condition of the contract. The Company will not be liable for any failure to meet a delivery date or time nor for loss or consequential loss of any kind arising from a delay in delivery howsoever caused.

### PAYMENT TERMS

The Client has two payment terms options. By ticking the appropriate box below, the Client agrees to the payment terms chosen:

**A. *Payment by Return on Receipt of Invoice***

Under this option, the Company will work one month in arrears, invoicing the Client one month after the first item of work is received from the Client. Upon receipt of invoice, the Client is liable to pay for all Work supplied by the Company by return. If payment is not received within 2 weeks of the date of invoice, the Company shall be entitled to charge interest at a rate of 1.5% per day from the date of invoice on the outstanding amount until the date of payment in full.

**B. *Payment by Retainer***

Under this option, the Client will be invoiced a nominal monthly fee (to be agreed between the parties) payable by return by way of Retainer. At the conclusion of one month's Work, the Company shall invoice the Client for the full cost of the Work less the Retainer. The invoice for the full cost of the Work will be payable within one month of receipt. If payment is not received within 1 month of the date of invoice, the Company shall be entitled to charge interest at a rate of 1.5% per day from the date of invoice on the outstanding amount until the date of payment in full.

If the Retainer is more than the final invoice, the remaining balance shall be carried forward to the next month and an appropriate balancing Retainer fee shall be invoiced.

The Company reserves the right to change the nominal Retainer fee upon consultation with the Client.

**LEGAL LIABILITY**

Whilst the Company strives to ensure the accuracy of the finished work supplied to the Client, it is the ultimate responsibility of the Client to verify the accuracy of the work upon receipt. The Company and employees of the Company shall have no liability to the Client or to any third party in relation to damages or for any loss of profit, expense, goodwill or any indirect or consequential loss incurred by the Client or third party for inaccuracies, errors, omissions or changes relating to or contained in the finished work. The Company shall not be liable in relation to damage to the Client or any third party's computer hardware or software whether through the introduction of a virus or resulting from any act, omission or negligence of the Company or its employees.

**LAW**

This contract is governed by English law and is subject to the jurisdiction of the English Courts.

I confirm that I have read and understood the above Terms & Conditions.

**Signature:** -----

**Name (in block capitals):** -----

**On behalf of (if applicable):** -----

Signed on behalf of the Company:

**Signature:** -----

**Name (in block capitals):** -----