EUREKA VA
TERMS AND CONDITIONS OF BUSINESS

1 ABOUT THIS AGREEMENT

(1)These Terms and Conditions, together with our policies applyto our business and sales and are part of our Agreement with you,unless we agree something different in writing. You can find our Policies at www.eurekava.co.uk

(2) We always work to the best of our ability.We do not provide recommendations, guarantees ofresults or professional legal, financial or medical advice.

(3) You take sole responsibility for

(a) any information, materials, access or anything else which you (or someone on your behalf) provide to us and

(b) anyone who communicates/works with us on your behalf (including what they do, say or provide to us or anything they fail to do)

(4) The Services (including products which are part of the Services) weprovide are detailed in the Project Schedule (which may be packaged Services bought from our website, confirmed by email).This may subsequently include Additional Services - seeclause 2.

(5) As part of the Project Schedule we may also need to enter into additional agreements, (such as a Non-Disclosure agreement or Data Protection Agreement) within 14 days of the Project Schedule.

(6) **RETAINERS –**our Retainer Policy appliesif we have agreed to supply you with a set amount of work and/or number of hours or amount of work each month or other period we have agreed.

2 PAYMENTS

(1)You agree to pay our fees, as detailed in the Project Schedule,which includes any applicable VAT. You must also pay for any Additional Services (not included in the initial Project Schedule),in accordance with this clause.

(2) If we haven't agreed payment terms (how and when you pay us), then

(a) Any deposits paid are non-refundable and

(b) our invoices must be paid by Bank Transfer, in GBP within 30 days of the invoice date and before we deliver our Services.

(3) Expenses, where applicable, are charged and payable as perour Expenses Policy (on request).

(4) Where payment or any part-payment which you owe us is overdue (e.g. if there are problems with *the*payment method or the payment does not clear on time), then we have the right to

(a) without liability, immediately either stop or suspend any Services until we receive full cleared payment. No rights pass to you until we have received full cleared payment for any amount due to us.

(b) charge interest at 15% per annum from the invoice date to the date we receive cleared payment of any outstanding amounts, together with any available statutory late payment penalties.

(c) We may also recover our reasonable costs in recoveringpayment from you, including, but not limited to, legal costs and expenses.

3 WEBSITE USE

Your use of our Website is subject to our Website Use Terms.

4 YOUR OBLIGATIONS

(1) So that we can provide our Services to you, you agree

(a) to make sure that you and anyone working with you co-operates with us and provides us with anything we reasonably need to provide our services. This includes responding to any communication from uswithin 4 working days(Monday to Friday from 9 am to 5 pm inclusive but excluding all public holidays in England and/or Wales) of our communication or request. If you fail to do this, then we reserve the right to end our agreement and prepare a final invoice for all Services and Products agreed in the relevant Project Schedule.

(b)that you are responsible for making sure that

(i) anything you give to us is complete, true, accurate, error free, and valid and

(ii) you keep copies/backups of anything which you give to us (we aren't responsible for this) and

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(iii) you have the right to give us anything you provide (including access to anything) and that by doing so you are not breaching anybody else's rights (such as copyright), including any rights applicable to your employees and workers) and/or any law which applies to your business and our agreement and
(c) you grant us a non-exclusive, worldwide and royalty-free sub-licensable licence for the whole of any agreement between us, so we can access and use in any way (including, but not limited to, edit, modify, adapt, translate, exhibit, publish, transmit, transfer, reproduce, copy, create derivative works from, distribute, perform, display) anything which you provide to us, as necessary for us to provide our Services to you.
(2) You are responsible for checking anything we provide to you as part of the Project Schedule. If you have any queries or believe that there are any errors, you must email us atSarah@EurekaVA.co.ukimmediately, no later than4 working days after you received it from us.
(3) You agree that you will not approach any individual providing Services to you on our behalf, nor attempt to employ them and/or ask them to provide Services directly to you (i.e. where the invoice and payment are not made to us) if those services are of a similar type to the Services we supply.
(4) We retain all the Intellectual Property Rights in anything we supply to you but upon cleared full payment wegrant you a world-wide, royalty-free, non-exclusive licence to use anything we supply to you for the purposes we supplied and for your own use for as long as agreed in the Project Schedule.
(5) You indemnify and keep us fully indemnified at all times, from and against any actions, proceedings, claims, demands, costs (including legal costs), awards or damages, however they arise, directly or indirectly, as a result of your breach or non-performance of any of your obligations, undertakings or warranties as set out within ouragreement, Project Schedule, or as otherwise agreed, including, butnot limited to, actions taken by anyone else employed by you or otherwise helping you.

5 OUR OBLIGATIONS

(1)We will provide the Services to the best of our ability, with reasonable skill and care, based on the information and anything supplied by you and/or on your behalf.
(2) Timelines and limits provided are estimates only and we will not be liable for any consequences, expenses, damage or any loss suffered because of any unavoidable or reasonable delay.
(3) We will provide you with as much notice as is possible if we need to reschedule. We also reserve the right to suspend Services and/or use the services of others with suitable skills and experience.
(4) Anything we have agreed to supply to you will usually sent electronically and be in whatever format and contain the information that we, in our sole and absolute discretion, believe appropriate.
(5) LIMITATION OF LIABILITY – As far as the law in England and Wales allows:
(a) We will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or any third party howsoever caused, including as a result of any negligence, breach of contract, misrepresentation or otherwise.
(b)Your rights and remedies are limited to damages (monetary payment) which you agree will never exceed the amount paid and received by us for those Services and/or Products.

6 ENDING (TERMINATING) OUR SERVICES

This clause refers to ending the supply of our services to you. Where applicable, for cancellation and scheduling of individual Services, please see our Rescheduling Policy.
(1) Our agreement will continue until it is ended by either of us in accordance with these terms.
(2)Complaintswill be dealt with in accordance with our Complaints Policy
(3) If one ofus fails in any important obligation under this agreement (a material breach) and either:
(a) it can't be rectified (remedied); or,
(b) it can be rectified (remedied) but this hasn't been done within 30 days of written notice of the failure by the other party, then the party who hasn't failed in any of their obligations can immediately give written notice to the other to end the agreement between us.
(4) **Consumer Cancellations–Consumers (**defined in s2(3) of the Consumer Rights Act 2015 as individuals acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession) who buy at a distance (such as by email or phone or from a website) have the right to change their mind and cancel some orders. If this law applies, thenyou usually have 14 days

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from the date after you place your order to cancel the order. However, if we have already started to supply Services then you do have to pay for the value of the services provided up to the point you cancel.
(5) Digital Content (which according to the Consumer Rights Act 2015, means data produced and supplied in digital form and so includes our books, guides, podcasts and online materials are not supplied to Consumers during the potential 14 day cancellation period, unless you have agreed(consented) for this to happen. Once you access Digital Content you lose any consumer cancellation rights that may have been available to you.
(6) **Other termination -**Other than as detailed in this clause including for Consumers in clause 6(4),either of us can end (terminate)our Agreement (as regards to some or all of the Services) at any time, for any reason, by giving to the other 30 days' written notice. UnlessConsumer rights apply or we've agreed otherwise in writing, where you end the agreement:
(a) Any payment you have already made, for deposit, set-up fees, pre-paid fees or Services supplied up to the date of termination is non-refundable.
(b) You are responsible for the payment of any fees and non-refundable third party costs and/or expenses in each and every Project Schedule or for Additional Services agreed, which has not already been fully paid for. This includes being responsible for payment for the whole of any minimum period we have agreed to supply our Services - please see our Retainer Policy which applies to Retainers.
(7)Any agreement between us will automatically end if either of us, as applicable, passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or ceases to carry on its business or substantially the whole of its business, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
(8) When our agreement ends, we both agree to work together to smoothly finalise our agreement andwe reserve the right to charge you fees or at our usual rates for any Additional Services provided.

7 GENERALLY

(1) A**ssignment -** You specifically agree that you cannot transfer, sell or share any rights provided by our Agreement in any way and nobody else can benefit but you without our express written consent.
(2) **Data Protection** -Subject to any other terms of our agreement and in so far as Data Protection applies to our agreement and to each of us, we both agreethat
(a) you are the controller of any personal data that you provide to us and we are the processor and,
(b) we will each comply current applicable Data Protection Legislation in relation to personal data and as applicable to our respective businesses.
(3) **Third party rights** - Nothing in our Agreement is intended to give any benefit to any third party (whether referred to in our agreement or not), including any right to enforce any Agreement with us.
(4) You agree thatnothing in our Agreement will be deemed to create any partnership, joint venture or agency relationship between us.
(5) **Notices** must be sent to the email and/or postal addresses provided in the Project Schedule unless notice of a change has already been given. Notices will be deemed to be received when sent by
(a) email - on the working day on which they were sent, provided the sender has a valid successful delivery receipt.
(b) post using any tracked service - on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.
(6) **Signing** – (a)Any agreement between us can be executed (signed) in any number of counterparts (copies), and on separate counterparts, each of which will be deemed an original, but our Agreement will not be effective until each of us has executed at least one counterpart.
(b) The counterparts of our Agreement, any Project Schedule, and all and any accompanying or ancillary documents may be executed by electronic signature and delivered electronically by one party, to the other(s) and the receiving party can rely on the receipt of that executed and delivered document as if they had received the original by non-electronic means.

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(7) **Force Majeure –** Neither of us willbe liable for any delay or failure to perform any obligations if the delay or failure results from events or circumstances outside our reasonable control, including, but not limited to, acts of God, accidents, war, fire, strikes, lock outs, communication failure, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we are entitled to a reasonable extension of time to fulfil our obligations.
(8) **Waiver–**Nothing in our Agreement and no express or implied waiver (giving up of any right) will stop us from enforcing any of our rights in the future.
(9)**Invalidity -** Each clause or any part at all of our Agreement is to be regarded as independent of the others. This means that if any clause or any part at all of our Agreement is be found to be unenforceable or invalid, it will be severed and will not affect the enforceability or validity of the rest of our Agreement.
(10) **Governing Law and Jurisdiction -** Our Agreement shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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