



Terms and Conditions



An individual or business requesting work from Nine Yards PA Services / Calm from Chaos will be referred to as 'the Client'.

These Terms and Conditions form the contract between Nine Yards PA Services / Calm from Chaos and the Client. The Client will indicate acceptance by reply and these Terms and Conditions will form the contract. Confirmation of Instruction by the Client is deemed as full understanding and acceptance of these terms and conditions of the project(s).

Acceptance of the estimate, payment terms and details of the scope of work are required before commencement. Timescales and deadlines will be agreed prior to commencement of the task.

The Client will ensure that Nine Yards PA Services / Calm from Chaos is provided with all paperwork and information necessary to complete the task(s) prior to the commencement of each task.

Work can be received by email attachment, post, or USB drive.

Final proofreading remains the responsibility of the Client, however any mistakes will be rectified free of charge if returned within 48 hours.

All documentation will be scanned using Anti-Virus software which is continually updated; however, no guarantee can be given, and it will remain the Client's responsibility to ensure they have their own Anti-Virus protection.

Long-term and retainer Clients will be provided with a comprehensive breakdown of work undertaken and charges applied on a monthly basis. Time used will be deducted from the total credit on retainer plans. If the credit on retainer plans is running out the Client will be notified, and the work will either cease at the end of that time or the Client can purchase additional time. Clients on retainer plans may carry over any unused hours for a period of one month. However, if these are not utilised after this period they will be forfeited.

The time taken to complete a task will be monitored and recorded using Clockify time tracking software. Only time used directly on the task will be recorded; any interruptions or breaks will not be included in the completion time.

Out of normal office hours work may be charged at a higher rate to be agreed with the Client before commencement of work.

Payment

Invoices will be sent on the last calendar day of the month and all fees are due for payment within seven days of invoicing. Clients on a retainer package must pay the retainer amount in advance on the 1st of each month with additional hours being invoiced at the end of the month. All additional costs for mileage, stationery or postage etc. will be added to the month end invoice.

Payments must be made in £GBP from a UK bank account by BACS transfer.

We reserve the right to impose a £40 late payment charge and / or charge interest on late payments at 8% above The Bank of England base rate. This is in accordance with late payment legislation.



Liability

Nine Yards PA Services / Calm from Chaos will not be held responsible for any loss, damage, theft etc. of data, documents, equipment or any items relating to tasks during transit to and from our premises.

Final responsibility for proof reading and checking all completed work lies with the Client. Nine Yards PA Services / Calm from Chaos will not be held liable or responsible for the end use of any work completed by us.

In no event shall Nine Yards PA Services / Calm from Chaos be liable for any indirect punitive, special or incidental damage (including loss of business, revenue, profits, use, data or other economic disadvantage) however it arises.

Clients have sole responsibility for adequate protection and back up of data and/or equipment used and will not make a claim against Nine Yards PA Services / Calm from Chaos for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from a contract.

Nine Yards PA Services / Calm from Chaos retains the right to reject work that we feel is illegal, immoral or objectionable.

Termination

Clients on a retainer plan must give fourteen day's written notice to Nine Yards PA Services / Calm from Chaos to ensure that the following month's retainer is not charged.

Clients on a pay as you go plan must give seven day's written notice of the intention to terminate the contract.

Either party may terminate the contract immediately without prior notice in the event of a breach of these terms and conditions by the other party.

Upon Termination, Nine Yards PA Services / Calm from Chaos shall invoice the Client for any payment due, and payment will be due by return.

Confidentiality

All work undertaken is treated in strictest confidence. If required a Confidentiality clause can be signed.

No details regarding Clients or information relating to work carried out will be disclosed or passed to a third party without prior consent unless we are legally obliged to do so.

