

# TERMS AND CONDITIONS OF SALE DEFINITIONS

**Buyer** means a person, firm or corporate body placing an order with the Company.

Company means Lloyd Admin Services.

**Conditions** mean these Conditions of Sale. Contract means the contract formed by the Company's acceptance of the Buyer's order.

**Goods** mean all services, which are the subject of the Buyer's order or which are to be supplied to the Buyer by the Company under these conditions.

# **GENERAL**

- 1.1 The responsibility for final proof-reading of documents lies with the client, and any errors notified within 48 hours of receipt will be corrected free of charge. After 48 hours it shall be deemed that the work has been accepted as free of errors and omissions and Lloyd Admin Services will accept no liability or loss arising from the performance of any services carried out under the agreement
- 1.2 Errors or omissions reported after 48 hours will still be corrected but the additional time spent will be charged to client
- 1.3 Lloyd Admin Services recommend any original documents are sent securely
- 1.4 A signed contract is required before commencement of work. This indicates the client's acceptance of our terms and conditions
- 1.5 Lloyd Admin Services 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
- 1.6 Written quotations will be provided prior to any work commencing
- 1.7 Work will be presented using Microsoft Office and Google applications
- 1.8 Contracts can be terminated with 30 days written notice by either party. We reserve the right to charge for any work carried out prior to cancellation
- 1.9 Although every effort will be made to ensure reliable service, in event of equipment failure, Lloyd Admin Services cannot be held liable for any loss of information

# CONFIDENTIALITY

- 2.1 Lloyd AdminServices will not at any time, directly or indirectly, divulge or disclose any information that is the property of the client.
- 2.2 Any information will not be used for personal benefit.
- 2.3 All information and data will be treated in the strictest of confidence.
- 2.4 This provision will continue after completion of any agreement.
- 2.5 If required by the client, Lloyd Admin Services will be happy to sign any confidentiality or non-disclosure agreement.
- 2.6 No information will be made available to a third party.
- 2.7 All work will be kept on file for a period of 12 months. After this time, work will be deleted unless specifically instructed.

# **PRICE AND PAYMENT**

- 3.1 There is a minimum charge of 1 hour.
- 3.2 full payment will be requested and must be paid before the commencement of work for all clients.
- 3.3 Payment can be made by BACS transfer or payment options stated on invoice.
- 3.4 If the client's original requirements change, we reserve the right to change our original quotation following suitable consultation with the client.
- 3.5 Payment is strictly 7 days from receipt of invoice.
- 3.6 Failure to pay within 7 days may result in interest being charged (at a rate of 5% over base rate) per month on the outstanding balance.
- 3.7 Any and all costs incurred for chasing and/or recovering the outstanding payment will be added to the account.
- 3.8 Telephone, travel, printing, stationery, postage and other expenses will be charged separately to the hourly rate and package costs.
- 3.9 Mileage for required car travel will be charged at a rate of 40p per mile plus £25 per hour.
- 3.10 If there is a turnaround of work with 24 hours or less notice requested, additional charges will be applied.
- 3.11 All charges will be reviewed on 1 July of each year and clients will be notified of any new charges in writing.
- 3.12 The price of the service/goods shall be specified in the Tender or in the Company's written acceptance of the order.

- 3.13 All prices are exclusive of Value Added Tax or other government charges.
- 3.14 Any extra work or materials or other that is required over the original tender will be subject to an extra charge.
- 3.15 The Contract price may be varied by the Company (by written notice to the Buyer) where the work or service is suspended, cancelled or varied on the Buyer's instructions or lack of instructions or failure to provide sufficient or timely information
- 3.16 Deposits are payable on demand.
- 3.17 Payment shall be received in cleared funds in the currency invoiced 7 days from the invoice date.
- 3.18 The Buyer shall not be entitled to withhold payment of any amount due under the Contract under any circumstances.
- 3.19 Should the Buyer make default any payment, file for bankruptcy, execute an assignment for the benefit of its creditors, enter voluntary or compulsory liquidation, or suffer a receiver or administrator to be appointed over all or any part of its assets, the Company may cancel any uncompleted/undelivered part of the Contract and stop any services/goods in progress without incurring liability in respect of such cancellation or stoppage, without prejudice to the Company's other rights or remedies including its right to claim against the Buyer in respect of any loss or damage sustained by reason of the non-completion of the Contract.
- 3.20 The Company does not support credit for Contracts.

# **DELIVERY**

- 4.1 Any quoted completion/delivery terms will be calculated when all necessary information or materials and/or when advanced payments are received.
- 4.2 The Company will not be liable for any loss or damage whether direct or indirect consequential or otherwise if it is delayed or prevented from delivering the service in whole or part. Any delay in delivering the service shall not give rise to a right of the Buyer to treat the Contract as repudiated or reject the service.
- 4.3 Without limitation the Company shall in no event be liable for any delay in or non-performance of its obligations due to any act of God, natural disasters, fire, flood, explosion, earthquake, accident, prohibition or limitation, act of Government, war insurrection, riot, strike or labour disturbance, shortages of material, any act or omission of Buyer, or any other cause or event whatsoever beyond reasonable control of the Company, whether or not foreseeable. In any event, the Company reserves the right to suspend or cancel the Contract at any stage without liability for any loss or without prejudice to the Company's rights to receive payment for the goods or work previously done.
- 4.4 No further liability is acknowledged.

# TERMS AND CONDITIONS OF WEBSITE INTRODUCTION

- 1.1 Website usage agreement between Lloyd Admin Services and the user.
- 1.2 Use of this site constitutes agreement with the following terms and conditions. These conditions are governed by and interpreted with English law. Please read carefully.
- 1.3 This site is intended for use by citizens of the United Kingdom. This site is not intended for the distribution to, or use by, any persons in a country where such distribution or use would be contrary to local laws or regulations.

# **USE OF CONTENT**

- 2.1 Throughout our website, trademarked names will be indicated. However, rather than repeatedly show the trademark symbol, we state that we are using such names in an editorial context with no intention of infringement of that trademark. Trademarked names as always remain the property of their respective companies.
- 2.2 We or our licensers own the copyright and all other intellectual property rights associated with the content save where otherwise stated.
- 2.3 We cannot warrant that the use of the site will not be interrupted or unavailable due to any factors outside our control.
- 2.4 You may not copy, distribute or display the site or any part of it. You may not link to or mirror any part of the site. Any infringement of any intellectual property rights in this manner will result in appropriate legal action.
- 2.5 Any rights not expressly granted in these terms are reserved.

# **CHANGES**

- 3.1 We are continually seeking to update and improve the site. Therefore, we may make changes to any part of the site and these conditions and you will be bound by changes to these conditions from the time you next access the site.
- 3.2 No purported modifications of these conditions will be effective until we countersign it.

# **DISCLAIMER**

- 4.1 The information on this site is provided on an 'as is' and 'as available' basis. We endeavour to ensure, but not guarantee or warrant the accuracy or completeness, availability or reliability of the information on our website. Our aim is to keep this information timely and accurate. If errors are brought to our attention, we will try to correct them.
- 4.2 We exclude any warranty, expressed or implied, as to the quality or fitness for a particular purpose of any of the content on this site.

- 4.3 We reserve the exclusive right at our sole discretion to alter, limit or discontinue part of this site. Under no circumstances shall we be liable for any loss, damage or liability or expense suffered which is claimed to result from the use of this site, including without limitation, any fault, error, omission, interruption or delay. Use of this site is at the user's sole risk.
- 4.4 Every effort is made to minimise disruption caused by technical errors. We accept no responsibility with regards to such problems incurred as a result of using this site or any link to external sites.
- 4.5 The materials on this site do not constitute medical, financial or other professional advice.
- 4.6 Users specifically acknowledge and agree that we are not liable for any conduct of any other user.
- 4.7 By accessing the site you agree that we are not liable to you or any third party for any errors or delays in the site or for any actions taken in reliance on it. You also agree that we will not be liable for any direct or indirect or consequential loss arising from the access or use of the site or from your access or use of other material on the internet via web links for this site.
- 4.8 We reserve the right to deny at our sole discretion any user access to this site or any portion thereof without notice. We have no obligation to forward any unread or unsent communication to you or any third party.