

Confidentiality & rights

- I, Caroline Hodson, shall keep any work undertaken confidential and not use it for personal gain
- The business affairs of the Client shall not be discussed or disclosed to any third parties (subject to any requirements placed on me by law, or a serious concern about your safety or the safety of others).
- Caroline Hodson holds Public Liability & Professional Indemnity Insurance, a copy can be provided on request.

Payments & Billing General Terms (other & additional terms may apply for Web and Design Services, see below)

- Initial half-hour consultation is free of charge.
- Final proofreading and checking of all work supplied is the responsibility of the Client.
- The Client understands Caroline Hodson's estimated time and cost for completing the Work is an estimate and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and re-negotiation with the Client when necessary.
- Any errors must be reported within three (3) days of receipt of completed work. Errors generated by Caroline Hodson will be rectified free of charge. Amendments or alterations requested by the Client thereafter will be charged at the standard hourly rate.
- Should ongoing project work be suspended or delayed through any fault of the client, Caroline Hodson shall be entitled to immediate payment for work already carried out and expenses incurred.
- If the project is based on an hourly rate, then a minimum invoice amount is for one hour and the hourly rate thereafter is billed in increments of 15 minutes, with time rounded up to the nearest quarter of an hour.
- Clients will be invoiced either after an individual assignment is completed or on an ongoing monthly basis - payment frequency to be agreed between both parties when the task is assigned.
- First time clients will initially be invoiced after two (2) weeks then all subsequent invoices will be at the frequency agreed.
- Invoices must be settled within fourteen (14) days of the invoice date unless otherwise agreed. The final invoice shall include billable time, reimbursable expenses, and any other fees related to the Work.
- Billable time includes meetings outside of contracted hours, and includes the writing and/or reading of correspondence sent by mail or email, inbound/outbound telephone calls, travel time for external events/meetings.
- All postage, printing and other stationery expenses bought on behalf of the Client's business will be added to the invoice for reimbursement. If a project involves an excessive amount of outbound telephone calls these may be invoiced by prior agreement with the client.
- Accommodation, meals, travel (other than mileage) & ancillary expenses for events/meetings will be invoiced at cost, receipt copies can be provided on request.
- Mileage for external events or meetings will be charged at 45 pence per mile unless otherwise agreed.
- Payment is to be made by bank transfer using details specified on the invoice.
- Once an invoice becomes overdue, no further work will be undertaken until payments are brought up to date..
- A detailed time report can be provided with the invoice at the Clients request.

Disclaimer - Bookkeeping and HR Matters

- As a Virtual Assistant offering bookkeeping as a small part of my services I am exempt from registering under Money Laundering Regulations, I also have no formal bookkeeping qualifications, as such all my bookkeeping work will be of an administrative nature only and must be reviewed by a qualified registered accountant, the Client accepts this and agrees to adhere to this condition.
- HR Tasks, I am not qualified in Human Resources but appreciate that I may be asked to get involved in such tasks from time to time as a small part of supporting businesses, I will take guidance from Government and ACAS sources in this respect and ask the Client for final approval of any correspondence prior to employee communications. The Client is responsible for checking this with a suitably qualified person or body where needed, I will make the client aware of any specific concerns if I believe extra advice should be sought.

My personal promise to clients

- I promise to conduct your business affairs in a professional manner and avoid behaviour that could bring your business and reputation into disrepute.
- I promise to conduct my business affairs based on sound, ethical principles and will communicate fairly and honestly with your clients, associates, employees and suppliers.
- I promise to make an honest representation of my skills, experience and qualifications at all times.
- I promise to respect the confidentiality of your personal and business practices and recognise your ownership of any intellectual copyright pertaining to your business activities.
- I promise I will strive to maintain my high professional standards by staying abreast of advances within my industry and to strive for excellence through professional improvement.

Additional Terms and conditions for Web & Design Services

The following Terms and Conditions of Service apply to all artwork, graphic design, print and web design services provided by CJH Business Support Services.

All design work is carried out by CJH Business Support Services on the understanding that the client has agreed to abide by CJH Business Support Services terms and conditions.

Copyright of all graphic design work is retained by CJH Business Support Services including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

If multiple design concepts are submitted, only one concept is deemed to be given by CJH Business Support Services as fulfilling the contract. All other artwork designs remain the property of CJH Business Support Services, unless agreed in writing.

Project acceptance

At the time of proposal, CJH Business Support Services will provide the customer with a written estimate or quotation by post or email as requested.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to CJH Business Support Services by email or post. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept CJH Business Support Services terms and conditions. No work on a project will commence until either document has been received by CJH Business Support Services.

Design Fees

Fees for design services to be provided by CJH Business Support Services, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's written acceptance of this estimate or quotation, a non-refundable deposit as detailed in the quote will become immediately due to book a design slot for the agreed dates, payment of the deposit also confirms acceptance of the Terms & Condition,. Work on the project will not commence until CJH Business Support Services has received this amount.

Charges for Other Services

Charges for any additional services over and above the estimated design, will be made known to the client. They will become fully payable at the time of project acceptance.

Payment

The client will be asked to provide artwork sign off before being issued with an Invoice prior to print/artwork/publication. At this time the remainder of the fees due will become payable.

Payments may be made by Bacs

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. CJH Business Support Services shall be considered entitled to remove CJH Business Support Services and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay CJH Business Support Services reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to CJH Business Support Services for inclusion in the customer's brochure or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by CJH Business Support Services on behalf of the customer, will remain the property of CJH Business Support Services and/or its' suppliers. Any such images may have usage restrictions and may not be re-used without prior and express permission.

By supplying images, text, or any other data to CJH Business Support Services, the customer grants CJH Business Support Services permission to use this material freely in the pursuit of the design and to utilise the designs in CJH Business Support Services portfolio unless agreed otherwise.

Should CJH Business Support Services, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow CJH Business Support Services to remove and/or replace the file.

The customer agrees to fully indemnify and hold CJH Business Support Services free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that CJH Business Support Services holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by CJH Business Support Services, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of CJH Business Support Services and any of its relevant sub-contractors.

All design work where there is a risk that another party may make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. CJH Business Support Services will not be held responsible for any and all damages resulting from such claims. CJH Business Support Services is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold CJH Business Support Services responsible for any such loss or damage. Any claim against CJH Business Support Services shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to CJH Business Support Services definition of acceptable means of supplying data to the company.

Text is to be supplied to CJH Business Support Services in electronic format as standard text (.txt), MS Word (.doc) on CD, USB data stick, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by CJH Business Support Services via electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and CJH Business Support Services will not be held responsible for any image quality which the client later deems to be unacceptable. CJH Business Support Services cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Design Project Duration

Any indication given by CJH Business Support Services of a design project's duration is to be considered by the customer to be an estimation. CJH Business Support Services cannot be held responsible for any project over-runs, whatever the cause.

Design Project Completion

CJH Business Support Services considers the design project complete upon receipt of the customer's sign off. Other services such as printing, display panel production, filmwork, website uploading, publishing etc. either contracted on the clients' behalf constitute a separate project and can be treated as a separate charge.

Website Design Only

Once web design is complete, CJH Business Support Services will provide the customer with the opportunity to review the resulting work. CJH Business Support Services will make one set of minor changes (up to 2 hours) at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to CJH Business Support Services by email.

CJH Business Support Services will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting websites

CJH Business Support Services uses third party hosting services which are not controlled by CJH Business Support Services. CJH Business Support Services does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. CJH Business Support Services may request that clients change the type of hosting account used if that account is deemed by CJH Business Support Services to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. If fees for hosting services are pre-paid on your behalf by CJH Business Support Services they are due at the commencement of any period of service and are non-refundable, subsequent renewal is the responsibility of the client. Fees due to third party hosting organisations are the responsibility of the client and CJH Business Support Services are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

Design Credits

The customer agrees to allow CJH Business Support Services to place a small credit on printed material, exhibition displays, advertisements and/or a link to CJH Business Support Services own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow CJH Business Support Services to place all designs on CJH Business Support Services own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

Rights of Refusal

CJH Business Support Services will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. CJH Business Support Services also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that CJH Business Support Services does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow CJH Business Support Services to remove the contravention without hindrance, or penalty. CJH Business Support Services is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or email, however, following this, CJH Business Support Services will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by CJH Business Support Services within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Legal Requirements

CJH Business Support Services is not responsible for ensuring compliance with any local laws, it is the clients responsibility to ensure GDPR, Privacy Policies, Legal Requirements for Websites/Advertising, T's & C's are checked, published in the appropriate format and adhered to.

Disclaimer

CJH Business Support Services makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. CJH Business Support Services will not be held responsible for any and all damages resulting from products and/or services it supplies. CJH Business Support Services is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold CJH Business Support Services responsible for any such loss or damage. Any claim against CJH Business Support Services shall be limited to the relevant fee(s) paid by the customer.

CJH Business Support Services reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. CJH Business Support Services will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

CJH Business Support Services and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. CJH Business Support Services recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. CJH Business Support Services reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by CJH Business Support Services and validated by the customer's signature/or acceptance of work via email on the estimate or quotation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the customer and CJH Business Support Services.