

## **OUR TERMS AND CONDITIONS**

### **1. OUR CONTRACT WITH YOU**

- 1.1 These are the terms and conditions (“Terms”) on which Microfount Limited (“We”, “Us” and “Our”) supply the services set out in the Order (“Services”) to you.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
- 1.3 Please ensure that you read these Terms carefully, and check that the details on the proposal for work provided by Us (“Order”) and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 1.4 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 1.5. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.
- 1.5 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.
- 1.6 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 1.7 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

### **2. CHANGES TO ORDER OR TERMS**

- 2.1 You may make a change to the Order for Services at any time before the start date for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 8.1 in these circumstances.
- 2.2 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 8.

### **3. PROVIDING SERVICES**

- 3.1 We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order.

- 3.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 7 for Our responsibilities when an Event Outside Our Control happens.
- 3.3 We will need certain information from you that is necessary for Us to provide the Services, for example, copy-editing, proofreading, etc. We will contact you in writing about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 3.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- 3.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 3.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 3.5 If you do not pay Us for the Services when you are supposed to as set out in clause 5.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 5.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 5.4.

#### **4. IF THERE IS A PROBLEM WITH THE SERVICES**

- 4.1 In the unlikely event that there is any defect with the Services:
- (a) please contact Us and tell Us as soon as reasonably possible; and
  - (b) please give Us a reasonable opportunity to repair or fix any defect.
- 4.2 If you are a consumer and not a business, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### **5. PRICE AND PAYMENT**

- 5.1 The price of the Services will be set out in your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 5.2 These prices exclude VAT.

- 5.3 Where We are providing Services to you, We will ask you to make an advance payment of 25% of the price of the Services. Your rights to a refund on cancellation are set out in clause 8. We will invoice you for the balance of the Services on or any time after We have performed the Services. Each invoice will quote the Order number. You must pay each invoice in cleared monies within 7 calendar days of the date of invoice.
- 5.4 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 5.5 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 5.4 will not apply for the period of the dispute.

## **6. OUR LIABILITY TO YOU**

- 6.1 Our aggregate liability to You under these Terms shall not exceed the amount of all fees actually paid by You to Us from time to time.
- 6.2 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 6.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective products under the Consumer Protection Act 1987.

## **7. EVENTS OUTSIDE OUR CONTROL**

- 7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 7.2 An “Event Outside Our Control” means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 7.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 7.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 8. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 8.

## **8. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 8.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control:
- (a) You may cancel any Order for Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
  - (b) If you cancel an Order under clause 8.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
  - (c) However, if you cancel an Order for Services under clause 8.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our

failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

- 8.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not yet been provided will be refunded to you, all other payments in respect of Services that have been performed (whether in full or in part) shall be retained by Us.

## **9. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 9.1 If We have to cancel an Order for Services before the Services start:
- (a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
  - (b) If We have to cancel an Order under clause 9.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
  - (c) Where We have already started work on your Order for Services by the time We have to cancel under clause 9.1(a), We will not charge you anything and you will not have to make any payment to Us.
- 9.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not yet been provided it will be refunded to you, all other payments in respect of Services that have been performed (whether in full or in part) shall be retained by Us.
- 9.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 5.3. This does not affect Our right to charge you interest under clause 5.4; or
  - (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

## **10. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 10.1 We are a company registered in England and Wales. Our company registration number is 1682065 and Our registered office is at 70 North End Road, London W14 9EP.

- 10.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by e-mailing Us at [info@microfount.com](mailto:info@microfount.com).
- 10.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Microfount Limited at 79 Chesson Road, London W14 9QS and/or [info@microfount.com](mailto:info@microfount.com). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

## **11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 11.1 We will use the personal information you provide to Us to:
- (a) provide the Services;
  - (b) process your payment for such Services; and
  - (c) inform you about similar products or Services that We provide, but you may stop receiving these at any time by contacting Us.
- 11.2 We will not give your personal data to any third party.

## **12. COPYRIGHT AND INDEMNITY**

- 12.1 All clients must have a valid email. You retain sole copyright, ownership, intellectual property, and control over all materials submitted to Us, including any documents subsequently created or developed by Us and/or Our editors.
- 12.2 You are reminded that breach of copyright and plagiarism are illegal. We assume no liability for the infringement of third party copyright in the content of your documents. It is your sole responsibility to research properly and include all acknowledgments and citations within your text. Furthermore, We are neither responsible nor liable for any damage to computer hardware, software, websites, content or other assets arising from the distribution of computer viruses.
- 12.3 You shall indemnify US in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which We may become liable in respect of any breach of contract or in respect of the Services sold under any contract. In particular, it is stressed that You are responsible for all copy, slogans, words or methods supplied or suggested by it to Us, and also such items approved by it after suggestion by Us and therefore such indemnity shall extend to claims for copyright or patent infringement, libel or other defamation.

### **13. OTHER IMPORTANT TERMS**

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 13.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 13.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 13.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 13.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.