

Who are we?

We are Vove Agency Limited, a company registered in England and Wales under company number 08846461.

Our registered office is 406 The Innovation Centre Venture Court, Queens Meadow Business Park, Hartlepool, England, TS25 5TG.

For the purposes of these terms and conditions, we will be described as the “**Consultant**”.

Part 1 - Standard Terms & Conditions

Unless otherwise agreed between the parties in writing, these Conditions for Services will be applicable to all engagements. The Client's attention is particularly drawn to the provisions of clause 8: Liability and Limitation of liability.

1.	<p>Interpretation</p> <p>The following definitions and rules of interpretation apply in these Conditions.</p>
1.1.	<p>Definitions</p> <p>Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.</p> <p>Commencement Date: has the meaning given in clause 2.2.</p> <p>Conditions: these terms and conditions and any additional terms and conditions contained in the Order .</p> <p>Contract: the contract between the Consultant and the Client for the supply of Services in accordance with these Conditions and the Order.</p> <p>Consultant: Vove Agency Limited.</p> <p>Consultant's Completion Request: an email request sent by the Consultant to the Client requesting sign off of the Services.</p> <p>Costs: the fees and charges payable by the Client in accordance with clause 5 for the supply of the Services.</p> <p>Client: the person or company named on the Order who is the purchaser of the Services from the Consultant in accordance with the Conditions..</p> <p>Client Default: has the meaning set out in clause 4.2.</p> <p>Data Protection Laws: means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directive 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the “DPA”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 (“GDPR”); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.</p> <p>Deliverables: the deliverables set out in the Project Plan produced by the Consultant for the Client.</p> <p>Initial Deposit: the deposit, if any, as set out in the Payment Schedule.</p> <p>Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p> <p>Order: the Client's order for Services as set out in the Project Plan or the Client's written acceptance of a quotation by the Consultant, as the case may be.</p>

	<p>Payment Schedule: the dates and times which payments are to be made in receipt of the Services, supplied by the Consultant to the Client.</p> <p>Project Plan: the description or specification of the Services provided in writing by the Consultant to the Client.</p> <p>Services: the services, including the Deliverables, supplied by the Consultant to the Client as set out in the Project Plan.</p> <p>Interpretation:</p> <ul style="list-style-type: none"> A. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision: <ul style="list-style-type: none"> a. is a reference to it as amended, extended or re-enacted from time to time; and b. shall include all subordinate legislation made from time to time under that legislation or legislative provision. B. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. C. A reference to writing or written includes email. D. The headings in the Conditions are for convenience only and shall not affect their interpretation.
2.	Basis of contract
2.1.	The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
2.2.	<p>The Order shall only be deemed to be accepted when:</p> <ul style="list-style-type: none"> A. the Client pays the Initial Deposit and the Consultant confirms receipt of the Initial Deposit; or B. receipt of a purchase order; or C. verbal or written instructions to proceed, <p>at which point and on which date the Contract shall come into existence (Commencement Date).</p>
2.3.	<p>Any samples, drawings, descriptive matter or advertising issued by the Consultant, and any descriptions or illustrations contained in the Consultant's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them.</p> <p>They shall not form part of the Contract or have any contractual force.</p>
2.4.	These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
2.5.	<p>Any quotation given by the Consultant shall not constitute an offer, and is only valid:</p> <ul style="list-style-type: none"> A. for a period of 20 Business Days from its date of issue; or B. as stated in the Project Plan. <p>The Consultant reserves the right to withdraw or revise any quotation.</p>
3.0.	Supply of Services
3.1.	The Consultant shall supply the Services to the Client in accordance with the Project Plan in all material respects.
3.2.	The Consultant shall use all reasonable endeavours to meet any performance dates specified in Payment Schedule, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
3.3.	The Consultant reserves the right to amend the Project Plan and Payment Schedule if necessary to comply with any

	applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Consultant shall notify the Client in any such event.
3.4.	The Consultant warrants to the Client that the Services will be provided using reasonable care and skill.
3.5	The Services will be deemed fully and properly completed at the earlier of the date where the Client confirms completion following receipt of the Consultant's Completion Request or where no response is received, a date 28 days after the Consultant's Completion Request has been sent.
4.0.	Client's obligations
4.1.	<p>The Client shall:</p> <ul style="list-style-type: none"> A. ensure that the terms of the Order and any information it provides to the Consultant are complete and accurate; B. cooperate with the Consultant in all matters relating to the Services; C. provide the Consultant, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Consultant; D. provide the Consultant with such information and materials as the Consultant may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; E. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; F. respond to the Consultant within 28 days of receipt of the Consultant's Completion Request; and G. comply with any additional obligations as set out in the Project Plan.
4.2.	<p>If the Consultant's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):</p> <ul style="list-style-type: none"> A. without limiting or affecting any other right or remedy available to it, the Consultant shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Consultant's performance of any of its obligations; B. the Consultant shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Consultant's failure or delay to perform any of its obligations as set out in this clause 4.2; and C. the Client shall reimburse the Consultant on written demand for any costs or losses sustained or incurred by the Consultant arising directly or indirectly from the Client Default.
5.0.	Costs and payment
5.1.	The Costs shall be as set out in the Payment Schedule. Requests from the Client for additional Services will be quoted separately.
5.2	The Consultant shall be entitled to charge the Client for any expenses reasonably incurred by the colleagues whom the Consultant engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Consultant for the performance of the Services, and for the cost of any materials.
5.3.	The Consultant shall invoice the Client in accordance with the Payment Schedule.

5.4.	The Client shall pay each invoice submitted by the Consultant: <ul style="list-style-type: none"> A. within 14 days of the date of the invoice unless otherwise agreed; and B. in full and in cleared funds to a bank account nominated by the Consultant on each invoice, and time for payment shall be of the essence of the Contract.
5.5.	All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Consultant to the Client, the Client shall, on receipt of a valid VAT invoice from the Consultant, pay to the Consultant such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
5.6.	If the Client fails to make a payment due to the Consultant under the Contract by the due date, then, without limiting the Consultant's remedies under clause 9, the Client shall pay interest on the overdue sum at a daily rate equal to 4 per cent per annum above the base lending rate from time to time of Barclays Bank plc from the due date until payment of the overdue sum, whether before or after judgement.
5.7.	All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
6.	Intellectual property rights
6.1	All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Consultant.
6.2	The Consultant upon receipt of all sums owed under the Contract, grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.
6.3	The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2 without the written consent of the Consultant.
6.4	The Client grants the Consultant a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Consultant for the term of the Contract for the purpose of providing the Services to the Client.
7.	Data Protection <p>The Consultant will process all personal data provided to it by the Client or otherwise received in consequence of providing the Services, in accordance with the Data Protection Laws and any associated or subsequent legislation, codes of practice or statutory instruments. In particular the Consultant will act only on the instruction of the Client and will take reasonable precautions to keep such personal data secure, to prevent unauthorised disclosure and to ensure that appropriate steps are taken against the accidental loss, destruction or damage, or any unlawful processing of the data. The parties shall comply with their respective data protection obligations set out in the Consultant's privacy policy.</p>
8.	Liability and Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
8.1	The Consultant shall have no liability to the Client for any loss, damages, costs, expenses or other claims for compensation arising from any material provided by the Client or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or format, or arising from their late

	arrival or non-arrival, or due to any fault of the Client or any delay in transit not caused by the fault of the Consultant.
8.2	<p>Save as provided for in clause 8.6 below or otherwise in the Conditions, the Consultant shall not be liable to the Client by reason of:</p> <p>8.2.1 any misrepresentation (unless fraudulent);</p> <p>8.2.2 the breach of any implied warranty, condition or other term;</p> <p>8.2.3 the breach of any duty at common law; or</p> <p>8.2.4 the breach of these Conditions;</p> <p>for any loss of profit, reputation, opportunity, goodwill, business or anticipated savings or any indirect, special or consequential loss, damages, costs, expenses or other claims (whether caused by the negligence of the Consultant its servants or agents or otherwise) which arise out of or in connection with the provision or late provision of the Services, or the failure to provide the Services or their use by the Client or any third party.</p>
8.3	The entire liability of the Consultant under or in connection with the Conditions shall not exceed the amount of the Consultant's charges for the provision of the part of the Services in dispute, except as expressly provided to the contrary in the Conditions.
8.4	The Consultant shall not be liable to the Client by reason of any defamation or breach of the British Codes of Advertising and Sales Promotion arising from the use of any material provided by the Client to the Consultant in the Deliverables or otherwise in the provision of the Services and the Client shall indemnify the Consultant against any loss, damages, costs, expenses or other claims arising from any such defamation or breach.
8.5	Unless otherwise stated in the Order, the Consultant does not warrant that the Deliverables are suitable for use by all or any persons with disabilities and shall not be deemed to be in breach of its obligations to the Client or liable by reason of any such non-suitability. The Client acknowledges that it is under an obligation to expressly specify that the Deliverables should be suitable for use by persons with disabilities and to specify its requirements in full in writing in those respects, such requirements to be acknowledged and agreed by the Consultant prior to work starting. The Client acknowledges that it is responsible for ensuring compliance under the Disability Discrimination Act 1995 and agrees to indemnify the Consultant against any loss, damages, costs, expenses or other claims arising from any such breach.
8.6	<p>Nothing in the Conditions shall operate to exclude or limit the Consultant's liability:</p> <p>8.6.1 under Section 2 of the Consumer Protection Act 1987;</p> <p>8.6.2 under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;</p> <p>8.6.3 for any matter in respect of which it would be illegal for the Consultant to exclude or attempt to exclude its liability; and</p> <p>8.6.4 for death or personal injury caused by the Consultant's negligence or breach of these Conditions.</p>
8.7	<p>All indemnities given by the Consultant under these Conditions or any Order are provided on the basis that:</p> <p>8.7.1 the Client gives notice to the Consultant of any infringement upon becoming aware of the same;</p> <p>8.7.2 the Client gives the Consultant the sole conduct of the defence to any claim or action in respect of any infringement and does not at any time admit liability or otherwise attempt to settle or compromise the claim or action except upon the express instructions of the Consultant;</p> <p>8.7.3 the Client acts in accordance with the reasonable instructions of the Consultant including providing to the Consultant such assistance as it shall reasonably require in respect of the conduct of the defence of the claim including without prejudice to the generality of the foregoing filing of all pleadings and other court process and the provision of all relevant documents; and</p>

	8.7.4 the claim or action giving rise to the damages (including costs) awarded to or agreed with the third party in question does not arise from the Client's breach of any part of clause 8.2 above.
8.8.	Unless the Client notifies the Consultant that it intends to make a claim in respect of an event within the 'notice period', the Consultant shall have no liability for that event. The 'notice period' for an event shall be the earlier of 30 days or 7 days following receipt of invoice. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
8.9	This clause 8 shall survive termination of the Contract.
9.	Termination
9.1.	Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: <ul style="list-style-type: none"> A. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so; B. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or C. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
9.2.	Without affecting any other right or remedy available to it, the Consultant may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
9.3	The Consultant may terminate the Contract, without liability, at any time by giving 14 days written notice to the Client.
9.4.	Without affecting any other right or remedy available to it, the Consultant may suspend the supply of Services under the Contract or any other contract between the Client and the Consultant if: <ul style="list-style-type: none"> A. the Client fails to pay any amount due under the Contract on the due date for payment; B. the Client becomes subject to any of the events listed in clause 9.1(c), or the Consultant reasonably believes that the Client is about to become subject to any of them; and C. the Consultant reasonably believes that the Client is about to become subject to any of the events listed in clause 9.1(b).
10.	Consequences of termination
10.1.	On termination or expiry of the Contract: <ul style="list-style-type: none"> A. the Client shall immediately pay to the Consultant all of the Consultant's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Consultant shall submit an invoice, which shall be payable by the Client immediately on receipt; B. the Client shall return any Deliverables which have not been fully paid for. If the Client fails to do so, then the Consultant may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safekeeping and will not use them for any purpose not connected

	with the Contract.
10.2.	Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
10.3.	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
11.	General
11.1.	Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
11.2.	Assignment and other dealings. <ul style="list-style-type: none"> A. The Consultant may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. B. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Consultant.
11.3.	Confidentiality. <ul style="list-style-type: none"> A. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b). B. Each party may disclose the other party's confidential information: <ul style="list-style-type: none"> a. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. C. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
11.4.	Entire agreement. <ul style="list-style-type: none"> A. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. B. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. C. Nothing in this clause shall limit or exclude any liability for fraud.
11.5.	Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy

	<p>provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.</p>
11.6.	<p>Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract is deleted under this clause 11.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.</p>
11.7.	<p>Notices.</p> <p>A. Any notice or communication shall be deemed to have been received:</p> <ol style="list-style-type: none"> a. if delivered by hand, at the time the notice is left at the proper address; 10 b. if sent by first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or c. if sent by fax or email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.7(A)(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. <p>B. This clause 11.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution</p>
11.8.	<p>Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.</p>
11.9.	<p>Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.</p> <p>Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.</p>