**TERMS AND CONDITIONS OF BUSINESS**

1. Interpretation
	1. In this Contract the following words shall have the following meaning:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Charges:** as defined in clause 7.1;

**Client:** the business that purchases the Services from Elegant Efficiencies in accordance with these Terms of Service;

**Client’s Representative:** the Client’s representative for the Services, appointed in accordance with clause 5.1.1;

**Confidential Information:** all confidential information (however recorded, preserved or disclosed) disclosed by a party or its representatives to the other party and that party's representatives including but not limited to: (a) the existence and terms of this Contract; (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party; and (c) any information or analysis derived from Confidential Information;

**Contract:** as defined in clause 3.4;

**Disclosing Party:** as detailed in clause 9.1;

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

**Input Material:** all Documents, information and materials provided by the Client relating to the Services, including, data and reports;

**Intellectual Property Rights:** all copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**Letter of Engagement:** the document entitled as such which sets out further terms relating to this Contract, including details of the Services, as varied pursuant to the terms of this Contract from time to time;

**Elegant Efficiencies:** the individual or company as set out in the Letter of Engagement;

**Elegant Efficiencies’ Representative:** Elegant Efficiencies representative for this Contract appointed under clause 4.4;

**Pre-existing Materials:** all Documents, information and materials provided by Elegant Efficiencies relating to the Services which existed prior to the commencement of this Contract, including know how, data and reports, training and presentation material and any pre-existing materials specified in the Letter of Engagement;

**Receiving Party:** as detailed in clause 9.1;

**Services:** the services to be provided by Elegant Efficiencies under this Contract as set out in the Letter of Engagement together with any other services which Elegant Efficiencies provides or agrees to provide to the Client;

**Service Documentation:** all documents, products and materials developed by Elegant Efficiencies or its agents, subcontractors and consultants for use in relation to the Services, including computer programs, data, training and presentation material and reports (including drafts)and any Letter of Engagement compiled and/or amended during the term of this Contract; for clarity, Service Documentation DOES NOT include documents that Elegant Efficiencies creates on behalf of a client whilst working together and Non-Disclosure Agreements protect any client data added to such documents in the course of Service provision; and

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

* 1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
	2. References to “includes” or “including” shall be deemed to have the words “without limitation” inserted after them.
	3. A reference to **writing** or **written** includes faxes and email.
1. Commencement and duration
	1. Elegant Efficiencies shall provide the Services to the Client on the terms and conditions of this Contract.
	2. This Contract shall commence on the date stipulated in the Letter of Engagement or clause 3.4 and unless otherwise terminated under clause 14 shall continued to be supplied until the Services have been completed.
2. The Contract
	1. Following any request from the Client for Services from Elegant Efficiencies, Elegant Efficiencies will send the Client a Letter of Engagement.
	2. If the Client wishes to proceed with the provision of Services in accordance with the Letter of Engagement the Client must return a signed copy of the Letter of Engagement and/or a purchase order, signed by an authorised party on behalf of the Client prior to the commencement of the Services by Elegant Efficiencies, as confirmation that the Letter of Engagement accurately sets out the Client’s requirements.
	3. Each Letter of Engagement signed by the Client, or request for Services from the Client shall be deemed to be an offer by the Client to purchase Services subject to these Terms of Service to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).
	4. No order for Services shall be deemed to be accepted by Elegant Efficiencies until the earlier of Elegant Efficiencies (a) accepting such offer in writing or (b) commencing the Services, at which point a “Contract” for the provision of the Services under these Terms of Service will come into effect.
	5. Each Letter of Engagement signed by the Client, or request for Services from the Client, shall be deemed to be an offer by the Client to purchase the Services from Elegant Efficiencies subject to these Terms of Service and constitutes a separate Contract.
	6. If there is any conflict or inconsistency between the following documents, to the extent of any conflict or inconsistency only, the following order of priority shall apply:
		1. the Letter of Engagement;
		2. these Terms of Service.
3. Elegant Efficiencies ‘s obligations
	1. Elegant Efficiencies warrants to the Client that the Services shall be provided using reasonable care and skill.
	2. Elegant Efficiencies shall use reasonable endeavours to meet any performance dates specified in the Letter of Engagement, but any such dates shall be estimates only and time for performance by [BUSINESS NAME] shall not be of the essence of this Contract.
	3. Elegant Efficiencies shall provide Services for no more than 8 hours per Business Day and those hours shall be between 8.00am and 6.00pm unless agreed otherwise in advance.
	4. Elegant Efficiencies shall appoint Elegant Efficiencies’ Representative who shall have authority contractually to bind [BUSINESS NAME] on all matters relating to the Services. Elegant Efficiencies shall use reasonable endeavours to ensure that the same person acts as Elegant Efficiencies 's Representative throughout the term of this Contract but may replace her from time to time where reasonably necessary in the interests of Elegant Efficiencies’ business.
	5. Elegant Efficiencies shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client’s premises and that have been communicated to it under clause 5.1.3 provided that it shall not be liable under this Contract if, as a result of such observation, it is in breach of any of its obligations under this Contract.
	6. Elegant Efficiencies will maintain (and keep confidential in accordance with clause 9) copies of all Input Materials and Documents created as part of the Services for a minimum period of 12 months, after such time all such Input Material and Documents shall be deleted or destroyed unless specifically instructed otherwise by the Client in writing.
4. Client’s obligations
	1. The Client shall:
		1. co-operate with Elegant Efficiencies in all matters relating to the Services and appoint the Client’s Representative in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to this Contract;
		2. provide, for Elegant Efficiencies, its agents, subcontractors and consultants, in a timely manner and at no charge, with such support and access to the Client’s premises, data and other facilities as are reasonably required by Elegant Efficiencies;
		3. inform Elegant Efficiencies of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client’s premises;
		4. inform Elegant Efficiencies if it requires any Document to be provided as part of the Services to be in a particular version of Microsoft Office;
		5. provide, in a timely manner, such Input Material and other information and in such format as Elegant Efficiencies may reasonably require from time to time including operational information, passwords and contacts including any information as may be detailed in Letter of Engagement, (the “**Required Information**”); and
		6. ensure that the Required Information is true, accurate and complete in all material respects.
	2. The Client is responsible for ensuring that any Required Information sent to Elegant Efficiencies is sent via secure methods and Elegant Efficiencies shall not be responsible for any loss, damage or otherwise caused to the Required Information.
	3. If the Client’s approval (whether written or otherwise) is sought by Elegant Efficiencies at any stage during this Contract and is not provided within a reasonable period of time and in any event following a written request for such approval Elegant Efficiencies reserves the right:
		1. not to commence or continue the Services or any planned stage of the Services until it has received any such required approval (and this may impact on any estimated timescales and/or the price); or
		2. to terminate this Contract on giving 7 days written notice.
	4. Proof reading
		1. The Client is responsible for the final proofread of any Documents created or otherwise worked on by Elegant Efficiencies as part of the Services and shall notify V of any errors within 48 hours of receipt.
		2. If the Client fails to notify V of any errors in accordance with clause 5.4.1 then:
			1. such documents will be deemed to be accepted as free of errors and omissions and Elegant Efficiencies accepts no liability in connection with such errors and omissions; and
			2. any errors and/or omissions notified to Elegant Efficiencies after expiry of the period specified in clause 5.4.1 may be corrected by Elegant Efficiencies and time spent in doing so shall be charged at Elegant Efficiencies’ then prevailing rate.
	5. Without prejudice to any other right or remedy of Elegant Efficiencies, if Elegant Efficiencies’ performance of its obligations under this Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Elegant Efficiencies shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
5. Change control
	1. Any changes to the Services and/or Letter of Engagement requested by the Client shall be reviewed by Elegant Efficiencies who shall notify the Client of any implications of such changes including revisions to Charges and/or estimated timescales and the parties shall discuss and work in good faith to agree the changes to the Letter of Engagement.

1. Charges and payment
	1. In consideration of the provision of the Services by Elegant Efficiencies, the Client shall pay the Charges as set out in this clause 7 and the Letter of Engagement (“**Charges**”).
	2. Out-of-pocket expenses including items such as courier charges, long distance phone calls, travel and accommodation costs will be reimbursable at cost. Mileage will be charged at 45p per mile.
	3. All Charges are subject to periodic review in December each year and Elegant Efficiencies will give the Client one month’s notice in writing of any changes.
	4. The Client shall pay each invoice submitted to it by Elegant Efficiencies, by BACS in full and in cleared funds, within 2 Business Days of the invoice date (“due date”) to a bank account nominated in writing by Elegant Efficiencies.
	5. Without prejudice to any other right or remedy that Elegant Efficiencies may have, if the Client fails to pay Elegant Efficiencies the due date, Elegant Efficiencies may:
		1. charge the Client interest on the overdue amount, payable by the Client immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% a year above the base rate for the time being of the Bank of England, but at 4% a year for any period when the base rate is below 0%. Such interest shall accrue on a daily basis and be compounded quarterly; and/or
		2. claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Client shall pay the interest immediately on demand; and/or
		3. suspend all Services under this Contract and any other contracts it has with the Client until payment has been made in full in cleared funds.
	6. When the Services are provided on a fixed price basis, in addition to clauses 7.1 to clause 7.4 (inclusive) an invoice will be issued on completion unless stated otherwise in the Letter of Engagement.
	7. When the Services are carried out on a time-related basis the following will also apply in addition to clauses 7.1 to clause 7.6 (inclusive):
		1. the Charges will be calculated by reference to the time spent and the applicable hourly and/or daily rate. The agreed rates are as detailed in the Letter of Engagement and any requested upfront payments from the Client must be received by Elegant Efficiencies in cleared funds prior to the commencement of the Services; and
		2. subject to clause 7.8.1, invoices will be issued monthly. Each invoice will be accompanied by a brief narrative of the Services carried out.
	8. When the Services are carried out on a retainer basis the retainer terms set out in the Letter of Engagement shall also apply in addition to clauses 7.1 to clause 7.4. (inclusive).
2. Intellectual property rights
	1. As between Elegant Efficiencies and the Client, all Intellectual Property Rights in the Service Documentation and the Pre-existing Materials shall be owned by Elegant Efficiencies.
	2. Elegant Efficiencies hereby grants a licence to the Client to use any such Intellectual Property Rights for the purposes of using the Services and any deliverables under this Contract solely for the purpose intended under this Contract and this licence shall cease on termination of this Contract for any reason.
3. Confidentiality
	1. Each party (the “**Receiving** **Party**”) shall keep in strict confidence all Confidential Information that has been disclosed by the other party, its employees, agents, consultants or subcontractors (the “**Disclosing** **Party**”).
	2. The Receiving Party may disclose such information: -
		1. to its employees, officers, representatives, advisers, agents or subcontractors, who need to know such information for the purposes of carrying out the Receiving Party’s obligations under this Contract; and
		2. as may be required by law, court order or any governmental or regulatory authority.
	3. The Receiving Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 9.
	4. The Receiving Party shall not use any such Confidential Information for any purpose other than to perform its obligations under this Contract.
	5. Elegant Efficiencies is happy to agree with the Client any further confidentiality agreement as requested, which does supersede this clause.
4. Limitation of liability
	1. This clause 10 sets out the entire financial liability of Elegant Efficiencies (including any liability for the acts or omissions of its agents, consultants and subcontractors) to the Client in respect of:
		1. any breach of this Contract however arising;
		2. any use made by the Client of the Services, any Pre-Existing Materials or Service Documentation or any part of them; and
		3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.
	2. Nothing in this Contract limits or excludes the liability of Elegant Efficiencies for:
		1. death or personal injury resulting from its negligence; or
		2. fraud or fraudulent misrepresentation; or
		3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
	3. Subject to clause 10.2, Elegant Efficiencies shall not under any circumstances whatever be liable for:
		1. loss of profits; or
		2. loss of sales or business; or
		3. depletion of goodwill and/or similar losses; or
		4. loss of anticipated savings; or
		5. loss of goods; or
		6. loss of contract; or
		7. loss of use or corruption of data or information; or
		8. any indirect or consequential loss.
	4. Subject to clauses 10.2, 10.3 and 10.6, Elegant Efficiencies’ total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall in all circumstances be limited to the Charges in relation to the Services to which any claim relates.
	5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
	6. The aggregate liability of Elegant Efficiencies for damage to the Client’s property shall be the amount to the extent permitted by Elegant Efficiencies’ insurance, up to a maximum of £50,000 (which it has in place pursuant to clause 12).
5. Warranty
	1. Each party warrants that it has all necessary power and authority to enter into this Contract.
6. Insurance
	1. Elegant Efficiencies’ has in place:
		1. professional indemnity insurance for £1million pounds; and
		2. public liability insurance sufficient to cover its obligations under this Contract.
7. GDPR
	1. Elegant Efficiencies and the Client acknowledge that for the purposes of the GDPR, the Client is the Data Controller and Elegant Efficiencies is the Data Processor in respect of any personal data (as defined by GDPR) processed by Elegant Efficiencies in connection with the Services.
		1. Where data processing is required as part of the Service, a Processor Agreement must be signed by the Client.
8. Termination
	1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Contract without liability to the other immediately on giving notice to the other if:
		1. the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
		2. the other party commits a material breach of any of the material terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
		3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
		4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
		5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
		6. the other party (being an individual) is the subject of a bankruptcy petition or order;
		7. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
		8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
		9. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
		10. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
		11. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.3 to clause 14.1.10 (inclusive);
		12. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
		13. the other party's financial position deteriorates to such an extent that in Elegant Efficiencies’ opinion the Client’s capability to adequately fulfil its obligations under this Contract has been placed in jeopardy; or
		14. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
	2. Elegant Efficiencies shall be entitled to terminate this Contract and cease to act for the Client immediately, if in Elegant Efficiencies’ opinion the Client acts or intends to commit a wrongdoing, act in a way which contravenes the advice of Elegant Efficiencies or which is capricious, vexatious or reckless in nature.
	3. The Client shall be entitled to terminate this Contract in writing without giving a reason. We respectfully request as much notice as is commercially possible.
	4. The parties acknowledge and agree that a material breach for the purposes of this clause 14 shall include a breach of clause 5.
9. Consequences of termination
	1. On termination of this Contract for any reason:
		1. without prejudice to any other rights or remedies of Elegant Efficiencies, the Client shall immediately pay to Elegant Efficiencies all of Elegant Efficiencies’ outstanding unpaid invoices and interest and in respect of Services supplied but for which no invoice has been submitted, Elegant Efficiencies may submit an invoice, which shall be payable within 2 Business Days of the date of the invoice;
		2. the Receiving Party shall destroy or return (at the direction of the Disclosing Party) any Confidential Information;
		3. the Client shall, within 14 days return all Pre-existing Materials and Services Documentation. If the Client fails to do so, then Elegant Efficiencies may enter the Client’s premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;
		4. the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination; and
		5. clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 6.1 (Payment); clause 8 (intellectual property rights), clause 9 (Confidentiality), clause 10(Limitation of liability), clause 14 (Termination), clause 15 (Consequences of termination), clause 18 (General).
10. Complaints
	1. If the Client is unhappy with any aspect of the Services, in the first instance please contact Elegant Efficiencies Representative as set out in Letter of Engagement.
	2. If the Client is unhappy with the response received in accordance with clause 16.1, please contact louise@elegant-efficiencies.co.uk
11. Force majeure
	1. Neither party shall be in breach of this Contract, nor liable for any failure or delay in performance of any obligations under this Contract arising from or attributable to acts, events, omissions or accidents beyond its reasonable control.
12. General
	1. The Client shall not partially or wholly assign or sub-contract any of its obligations under this Contract.
	2. This Contract is not personal and Elegant Efficiencies shall be able to assign or sub-contract all or part of its obligations under this Contract.
	3. This Contract represents the entire agreement between the parties and supersedes all earlier warranties, representations, statements or agreements (whether written or oral). The Client acknowledges that in entering into this Contract, it has not relied on any, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract as a warranty.
	4. Any notice under this Contract or required by statute, law or regulation shall be delivered in person, sent by registered mail, properly posted and fully pre-paid in an envelope or sent by email to the respective parties at their respective registered or principal offices.
	5. The parties intend that any person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third parties) Act 1999 (“**Act**”) to enforce any term of this Contract, but this does not affect any right or remedy of a third party that exists, or is available, apart from the Act.
	6. If any provision is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the rest of this Contract, which shall remain in full force and effect.
	7. Failure by Elegant Efficiencies to exercise or enforce any of its rights or remedies under this Contract shall not constitute a waiver of any such right or remedy, nor shall it prevent the exercise or enforcement of the right or remedy at any time.
	8. Unless otherwise expressly stated, nothing in these Terms of Service shall create a partnership or agency between the parties.
	9. If a dispute arises between the parties in relation to this Contract in any way, (except in relation to Elegant Efficiencies’ Confidential Information in relation to which it reserves the right to take immediate legal action if required) the parties shall first try in good faith to amicably resolve the dispute within 28 days of the dispute arising.
	10. Subject to clause 18.9, this Contract and any dispute arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the courts of England and Wales having exclusive jurisdiction in relation to such.