

Standard Terms and Conditions

The Savvy Consultancy Limited T/A The Savvy Partnership is registered in England and Wales, company number [6540849] Registered office: Marland House, 13 Huddersfield Road, Barnsley, South Yorkshire, S70 2LW

1. Definitions and Interpretation

1.1 Headings in these terms are for ease of use and do not form part of the terms nor effect their interpretation.

1.2 In these terms reference to the masculine, feminine and all neuter genders includes all other genders and reference to the singular include the plural and vice versa.

1.3 These terms are to be interpreted in accordance with English Law.

1.4 In these terms the follow expressions have the following meanings:-

“*The Savvy Partnership*” means *The Savvy Consultancy Limited*, a company trading as The Savvy Partnership incorporated under the laws of England and Wales - Company Number [6540849] Registered office: Marland House, 13 Huddersfield Road, Barnsley, South Yorkshire, S70 2LW

“You” and “your” means the client of *The Savvy Partnership* described fully in the Schedule to this agreement.

2. The Savvy Partnership responsibilities

2.1 *The Savvy Partnership* will provide the marketing and/or consultancy services as more fully described in the Project Specifications attached (including support as described) (the “Services”) using reasonable care and skill at all times.

3. Pricing and payment terms

3.1 *The Savvy Partnership* will provide the Services at the prevailing hourly or daily rate from time to time and/or for the project fee or such combination of the two as found in the Project Specifications.

3.2 *The Savvy Partnership* may vary its charge-out rate at any time by prior written notice to you.

3.3 All hourly or daily rates and prices quoted are exclusive of any VAT which is payable in addition.

3.4 Services undertaken by *The Savvy Partnership* maybe invoiced at any time after they have been incurred.

3.5 Any Additional Expenses to be incurred by *The Savvy Partnership* on behalf of you as described in the Project Specifications will be invoiced in advance of such expenses being incurred by *The Savvy Partnership*.

Our services covering strategic, tactical and operational marketing support include:

Marketing communications
Internal communications
Market research
Project and campaign management
Consultancy



(“Manchester”)+
(“Digital”)>



3.5 Payment for Services rendered by *The Savvy Partnership* is due twenty eight (28) days from the date of invoice unless otherwise agreed in writing.

3.6 *The Savvy Partnership* reserves the right to require payment on account for Services and any failure to exercise such right will not prevent *The Savvy Partnership* exercising it in future.

3.7 *The Savvy Partnership* reserves the right to suspend its services at any time should any monies due to *The Savvy Partnership* remain unpaid and *The Savvy Partnership* will not accept responsibility for any loss arising from delay caused by such suspension.

3.8 If payment is not made by the due date, *The Savvy Partnership* reserves the right to charge interest from the date of invoice until the date of actual payment at the rate of 8% above the base rate for the time being of the Bank of England plus an administration fee of £100.

3.9 All monies due to *The Savvy Partnership* must be paid in pounds sterling.

3.10 You have no right of setoff, deduction or counterclaim in respect of any monies owing to *The Savvy Partnership*.

4. Time for performance

4.1 Unless expressly agreed to the contrary, time is not of the essence in relation to any contract that is subject to these terms. Where time is made of the essence and the responsibilities of *The Savvy Partnership* involve dependence upon you taking certain actions, if you do not take those actions within a reasonable time in the circumstances, the period of delay will be added to any period for performance by *The Savvy Partnership*.

5. Confidentiality

5.1 By the very nature of service provided to you by *The Savvy Partnership*, *The Savvy Partnership* will frequently come across confidential information relating to your business and its suppliers, clients or customers. *The Savvy Partnership* therefore agrees to keep all information that may come to its attention in relation to your business and its suppliers, customers and clients strictly confidential at all times during and after the provision of any services to you for a period of up to five years or such periods as you may be bound to maintain information confidential.

5.2 Clause 5.1 will not apply to any information that is in the public domain otherwise than through breach of clause 5.1 by *The Savvy Partnership*.

5.3 Where *The Savvy Partnership* assigns or delegates any responsibilities to you to a third party, *The Savvy Partnership* will ensure that third party agrees to observe these terms and in particular the provisions of clause 5.1.

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5.4 *The Savvy Partnership* uses certain proprietary documents during the course of its relationship with its clients. Such documents will be notified to you as they are used and will be given the same confidential treatment as we give your confidential information.

6. Termination

6.1 You may terminate any contract for the services of *The Savvy Partnership* governed by these terms at any time upon thirty days prior written notice unless *The Savvy Partnership* is providing you services based upon a monthly retainer in which case you must give two clear months notice.

6.2 *The Savvy Partnership* provides certain services on an annual basis and terminating these services early does not entitle you to a full or partial refund.

7. Exemptions and exclusions

7.1 Where you buy goods and services other than through *The Savvy Partnership* but on recommendation by *The Savvy Partnership*, *The Savvy Partnership* may render assistance to you in the event of a dispute relating to such goods and services but your rights are governed strictly by the terms of that third party.

7.2 Any statutory implied warranties are excluded to the full extent permitted by law.

7.3 Neither you nor *The Savvy Partnership* is responsible for any losses arising through a cause which is beyond the reasonable control of the relevant party. Both you and *The Savvy Partnership* agree that you will use all reasonable efforts to remedy any such matter and to resume for performance of these terms at the earliest reasonable opportunity.

7.4 *The Savvy Partnership* always tries to accommodate a client's urgent needs but cannot guarantee availability at any particular time or within any particular period.

8. General provisions

8.1 These terms may only be varied in writing by *The Savvy Partnership* and any other purported variation would not be effective.

8.2 If you constitute more than one "legal person", each of you are jointly and severally liable to *The Savvy Partnership* under these terms.

8.3 In relation to the unpaid invoices of *The Savvy Partnership*, all such disputes are subject to the exclusive jurisdiction of English Courts of Law.

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8.4 In relation to other disputes under these terms, if *The Savvy Partnership* and you cannot resolve any dispute between themselves within a reasonable time (not to exceed 30 days from the date of notice of the dispute), then we must seek to resolve the dispute through mediation or some other, mutually agreed, form of alternative dispute resolution. Unless mutually agreed otherwise, we will apply to an organisation such as the “ADR Group” (or its successor) for the appointment of a mediator in accordance with the ADR Group’s then current procedures and practices. The mediator so appointed will be free to apply whatever process he/she deems appropriate in the circumstances and we shall comply with such mediator’s reasonable requests in connection with the mediation.

We shall share the costs of the mediation unless and until the mediator determines that one party should pay all of such costs, or a disproportionate share thereof. If such mediation fails to resolve the dispute within a reasonable time, not to exceed sixty (60) days from the end of the above-mentioned thirty (30) days, either of us may refer the matter to the Courts of England and shall be free to pursue the matter accordingly.

8.5 Any indulgences granted to you by *The Savvy Partnership* at any time will not operate as a waiver of its rights under these terms either in respect of a particular breach or in respect of any future breaches of the same or a similar nature.

8.6 Notices under this Agreement shall be served at the addresses from time-to-time set out in the Project Specifications or as otherwise advised by one Party to the other. Notices shall be deemed served as follows:

- a) Email – the day of sending (with receipt confirmed at sender’s end) unless sent after 4.00pm in which case, the next following working day;
- b) Letters – the second working day next following the date of posting, assuming use of a 1st class stamp.

8.7 Any contract between you and *The Savvy Partnership* is only intended to benefit you unless *The Savvy Partnership* expressly acknowledges the rights of a particular third party in writing.

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