

Standard Terms and Conditions

Contract

- Our contract will be based on these terms and conditions and our written proposal
- Costs are held for three months from the date of this proposal
- By completing this acknowledgement you are confirming that you have read, understood and will abide by the INSPIRING's Terms and Conditions, Cancellation policy and INSPIRING's Data Protection Policy. Links to these documents can be found on our website at <u>www.inspiring.uk.com</u>.

Payment

- Our terms of payment are 14 days
- We reserve the right to discontinue delivering services if payment is outstanding.
- We reserve the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it.
- Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any
 reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in
 recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs
 and any costs incurred with lawyers or debt collection agencies. Our administrative costs may include the cost of employing
 the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit
 will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998. If proceedings are
 issued a minimum contribution of £250 (in addition to the fixed costs of issue) will be claimed towards any costs incurred
 with lawyers.

Confidentiality

• We will ensure confidentiality of all information, documentation and records that we have access to during the course of the work

Copyright

• The copyright in the content of any work produced during or as a result of work undertaken for you shall be the absolute property of Inspiring Business Performance Ltd.

Survey Data

• The Client's own survey results are the intellectual property of the Client and as such, Inspiring Business Performance Ltd will provide the Client with access to view, download and print their own survey results. Inspiring Business Performance Ltd will retain ownership of the Data File(s) generated from the survey(s) that we undertake on behalf of the Client. The Client has the right to ask for a copy of the Data File on payment of an agreed fee. All Client data is securely stored in accordance with our Data Protection policy.

Unavoidable circumstances

• We will endeavour to supply the services agreed to the best of our ability. In the case of unavoidable circumstances, such as serious illness, we will complete the work as soon as practicable and will accept no further liability

Termination

• If, for any reason, you decide not to complete the work, we will charge you for the work completed up to the termination date and any cancellation fees due (see above)

Company Law

• English law shall be the proper law of the contract and all claims under the contract shall be settled by reference to the English legal system.

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