

## Serve That Doc Ltd

### Terms and Conditions of Supply of Services

This document (together with our **Privacy Policy**) tells you information about us and the legal terms and conditions (**Terms**) on which we supply our Services listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the supply of Services to you (**Contract**).

Please read these Terms carefully and make sure you understand them before engaging our services from our site.

We amend these Terms from time to time as set out in clause 8. Every time you wish to engage our Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently created on 16 February 2015.

### Important Notice

Our services are for UK business use but under the terms of the Office of the information Commissioner information obtained by Serve That Doc Ltd may be transmitted electronically or otherwise worldwide.

#### 1. Who we are

We operate the website <http://www.servethatdoc.co.uk/>.

We are **Serve That Doc Ltd**, a company registered in England and Wales under company registration number 9397964 with our registered office address at Carrwood Park, Selby Road, Leeds, LS15 4LG ("we", or "us", or "our").

Our VAT number is **204 5627 30**.

#### 2. Contacting Us

You may contact us by telephoning us at 01375 350000 or by emailing us at [contact@servethatdoc.co.uk](mailto:contact@servethatdoc.co.uk).

If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 17.

#### 3. Interpretation

In these Terms we use certain words to add clarity. Where you see one of the words below in these Terms, it has the meaning set out below;

**"Acceptance"** means an Electronic Communication from us accepting your request for services and "accepted" will be interpreted in the same way;

**"Contract"** means the binding legal contract between you and us.

**"Electronic Communication"** means an electronic communication between you and us by fax or email;

**"A request for services"** means your contractual offer to buy Services from us by placing request for our services through our Website;

**"Terms"** means these standard terms and conditions for our supply of our Services;

**"Services"** means the services as set out in the website from time to time;

**"Contact"** means any form of communication between us either face to face, post or electronically.

#### 4. Our Services

##### 4.1. General

4.1.1. We will display on our Website certain variable information which you will need to know before you place your request for services, such as the range and descriptions of our Services.

4.1.2. Our prices are provided separately on request.

4.1.3. Information may also be available outside of our Website, for example, in printed documentation or supplied over the telephone.

4.1.4. Please note that this variable information is known as an "invitation to treat" and not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without any liability to you. You understand that sometimes errors can occur and so we will not be contractually bound to supply you with Services on the basis of incorrect information, even if that information is repeated in your request for services.

## 4.2. Provision of Services

- 4.2.1. We shall provide Services to you in accordance with your written request.
- 4.2.2. We shall aim to fulfil your request for Services within 2-3 working days or within a reasonable period.
- 4.2.3. We shall use all reasonable endeavours to meet any performance dates specified in your written request, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.2.4. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services we provide.
- 4.2.5. We shall provide Services, as allowed by English Law, through the use of our own personnel or through the use of a servant or agent including without limitation any person or company we appoint to assist us.
- 4.2.6. We warrant to you that the Services will be provided using reasonable care and skill.

## 5. Use of Our Site

Your use of our site is governed by our **Terms of Use** and **Privacy Policy**. Please take time to read these as they include important terms which apply to you.

## 6. How We Use Your Personal Information

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

## 7. Instructing

### 7.1. About you

- 7.1.1. If you are not an individual, you confirm that you have authority to bind any business on whose behalf you act to engage our Services.
- 7.1.2. You agree that by engaging our Services, irrespective of whether you engage our services on behalf of your client, you are liable for all our fees, charges and disbursements.
- 7.1.3. You shall ensure that the terms of your request for Services are complete and accurate and shall provide us with such information and materials as we may reasonably require in order to supply our Services and ensure that such information is accurate in all material respects.
- 7.1.4. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 7.1.5. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 7.1.6. If you e-mail us documents, you agree that we will be entitled to charge you a reasonable fee for time and costs incurred in printing those documents.
- 7.1.7. You agree to pay us on time and in accordance with our Payment Terms. Late payment charges will apply on late payments.
- 7.1.8. If you fail to pay us for any account you have instructed us on then we will be entitled, without any liability to ourselves whatsoever, to place any or all accounts we are dealing with for you on hold until such time as the account(s) are paid and brought up-to-date in full including any late payment charges incurred.
- 7.1.9. You must make us aware of any time limits or deadlines relating to your instructions. Whilst every effort is made to ensure your instructions are completed on time we cannot guarantee this is always possible and we accept no liability whatsoever for being unable to complete an instruction on time.
- 7.1.10. If our performance under the Contract is prevented or delayed by any act or omission by you:
  - 7.1.10.1. we shall without limiting our other rights or remedies have the right to suspend performance of the Services until the matter is remedied by you;
  - 7.1.10.2. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations by any act or omission by you; and
  - 7.1.10.3. you shall reimburse us on written demand for any costs or losses sustained or incurred arising directly or indirectly from any act or omission by you.

### 7.2. Legal Aid

- 7.2.1. You must advise us when a case is legally aided. The Legal Services Commission do not accept fixed fee invoices. All Legally Aided work will be billed on a time and mileage basis. You must make us aware that a case is Legally Aided as failure to do so may mean they query or delay payment of your invoice. If we have to amend an invoice we reserve the right to charge a reasonable administration fee for our time in doing so. A minimum fee of £25.00 + VAT will be chargeable.

7.2.2. If the matter is Legally Aided then we will extend our payment terms to a maximum of 45 days to allow you to obtain payment. You must ensure that we receive payment no later than 45 days from the date of invoice. You remain liable for our fees until our invoices are settled in full.

### **7.3. How the Contract is formed between Us**

7.3.1. After you make a request for our services, you will receive an e-mail or telephone call from us acknowledging that we have received your request. This is not our Acceptance of your request for services.

7.3.2. You will then receive a follow-up email or telephone call confirming our Acceptance of your request at which point and on which date the Contract shall come into existence.

7.3.3. These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

7.3.4. Any quotation given by us shall not constitute an offer, and is only valid for a period of 7 days from its date of issue.

7.3.5. If we are unable to supply you with our services, we will inform you of this by e-mail.

## **8. Our Right to Vary These Terms**

8.1. We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

8.2. Every time you request our services, the Terms in force at the time of your request will apply to the Contract between you and us.

8.3. We may revise these Terms as they apply to your order from time to time to reflect the changes in relevant law and regulatory requirements.

8.4. If we have to revise these Terms as they apply to your request, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

## **9. The price of our Services**

9.1. The price of our Services is calculated in English pounds sterling. The prices are exclusive of VAT. Your request for services will show VAT and delivery costs (where applicable) both as a separate item and as included in the total price.

9.2. Subject to our obligation to supply the Services at the price stated in a Contract, we reserve the right at any time to increase the prices of the Services and to change the range of Services available. We will try to give you as much notice as we can of changes to the range and any increase in prices.

9.3. Our Website outlines a number of Services. We will normally verify pricing as part of our Acceptance procedure so that when accepting your request for our services the scope of services has been fully explained by you and priced by us on that understanding. If a Service's correct price is higher than the price stated, following a verbal change of instruction, we will normally either contact you for written instructions before supplying the Service to you, or reject your request for our services and notify you of our rejection. We are under no obligation to provide the Service to you at the incorrect (lower) price, even after we have sent you our Acceptance.

## **10. Our Payment Terms and How to Pay**

10.1. Our payment terms are 28 days from the date of invoice.

10.2. You can pay for our Services by cheque or BACS transfer upon receipt of our invoice for Services rendered. Our invoices will list bank account details.

10.3. Any queries arising from our invoice(s) must be raised by you within 14 days from the date of invoice otherwise it shall be deemed that you have accepted the invoice.

## **11. Fees Charges and Disbursements**

11.1. Where necessary, "Purchase Orders" should be provided at the time of your instructions.

11.2. Normally we will invoice you upon completion of the job however we may ask you for a payment on account, for example (but not exclusively) to take into consideration payment of any disbursements.

11.3. Where a payment has been made on account, we reserve the right to wait until payment has cleared before we commence any work for you.

11.4. Where a payment on account is made, any overpayment will be refunded to you 7 days from the date of our final invoice.

## 12. Late Payment

12.1. If you fail to make any payment by the due date then, in addition to any other right or remedy available to us, we will be entitled to:

- (a) cancel the Contract or suspend the performance of any Services; and
- (b) take any payment made by you against such of the Services as we may think fit; and
- (c) exercise our legal right to claim interest under any applicable law or statute, for example, the Late Payment of Commercial Debts (Interest) Act 1998 and subsidiary legislation (as amended from time to time) together with compensation for debt recovery costs.

12.2. If you are an individual, then we will charge you a Late Payment Fee equal to an amount that would have been charged by us if you were a company or firm as allowed under the Late Payment of Commercial Debts (Interest) Act 1998 and subsidiary legislation (as amended from time to time).

## 13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13.1. Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2. Subject to the above:

- (a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5,000.00.

13.3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.4. This clause 13 shall survive termination of the Contract.

## 14. Cancellation

### 14.1. You

14.1.1. You agree to provide 48 hours' written notice of any cancellation of instructions. We reserve the right to charge our cancellation fee totalling 50% of the fee quoted, per request for services, in the event of a late cancellation.

### 14.2. Us

14.2.1. We may cancel your request for our Services and any Contract if:

- (a) the Services become unavailable;
- (b) do not pay us as requested or in accordance with clauses 10 and 11 above.
- (c) you are not properly authorised to enter into a contract with us.

## 15. Third Party Services

We may also provide links on our Website to the websites of other companies. We do not control those companies and so we cannot promise that third party Services which you contact through our Website, or from

companies to whose website we have provided a link on our Website, will be of satisfactory quality, and we do not give any promise about those companies or their Services. The contract to use those third party Services will be between you and that third party provider not between you and us, and will be subject to their terms and conditions. They will advise you of the applicable terms and conditions directly, usually when you use their Services. You should read those terms and conditions carefully to check you understand and can comply with them.

## 16. Force Majeure

16.1. For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of us including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of ours or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16.2. We shall not be liable to you as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

16.3. If the Force Majeure Event prevents us from providing any of the Services for more than 4 weeks, we shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 17. Communications between us

17.1. When we refer, in these Terms, to "in writing", this will include e-mail.

17.2. **If you are an individual** you may contact us as described in clause 2.

17.3. **If you are a business** any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

17.4. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

17.5. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17.6. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 18. Confidentiality

18.1. Information provided to us in accordance with your request for Services will be kept confidential and will be subject to the provisions of the Data Protection Act 1998.

18.2. Any information supplied by us is to be treated as indicative only and you agree that information supplied in respect of any credit reference, trace enquiry, report (etc) is to be treated in the strictest confidence and will not be used as evidence or disclosed unless agreed by us in writing.

18.3. You agree that you will not disclose, act on, or use any information supplied by us that would breach any law, order or regulation that you know of or ought to have known.

## 19. Other important terms

### 19.1. **Transfer of Rights.**

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

### 19.2. **Documentation.**

We reserve the right to dispose of any documents we are holding after 3 months of receipt.

We will not be responsible or liable for the loss or destruction of any document that is in transit to or from us and which is beyond our reasonable control.

**19.3. Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**19.4. Waiver.**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19.5. No partnership or agency.**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**19.6. Third parties.**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

**19.7. Variation.**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.

**19.8. Governing law.**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

**19.9. Jurisdiction.**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).