



This document forms the basis of the Agreement between factotum ltd (the Company) AND the Client. These terms and Conditions apply only to UK clients. Clients based in other jurisdictions should contact factotum Ltd directly on: (0044) 1638 576400

Payment

- i. All subscription fees are payable in advance.
- ii. Payment will be collected monthly by Direct Debit
- iii. All fees are payable within 14 days of the date of invoice
- iv. The Company reserves the right to charge interest of 2% per month on invoices not paid by the due date and an administration charge of £5 per communication in pursuance of unpaid invoices.
- v. The Company reserves the right to amend its published price list at any time.

Termination of Agreement

The termination agreement depends on the level of service:

TELEPHONE ANSWERING Services

vi(a). Either party may terminate the agreement on ONE calendar months' written notice.

PA & RESOURCE MANAGEMENT Services

vi(b). Either party may terminate the agreement on THREE calendar months' written notice

FRONTLINE RECEPTION & CUSTOMER SERVICE

vi(c). Either party may terminate the agreement on THREE calendar months' written notice

vi(d). Until the notice period has expired, the Client will be billed subscription and usage charges in the usual way.

vii. The Company reserves the right to terminate this agreement without notice if, in the opinion of the Company, the Client's activities may adversely affect the Company or any of the Company's clients.

viii. Unsatisfactory references may lead to the Company terminating the agreement without notice.

ix. The Company undertakes that it shall upon the termination or expiry of the Contract, provided that payment of all outstanding monies has been received from the Client, immediately deliver up to the Client all correspondence and documents belonging to the Client in its possession or under its control.

Call Taking & Message Handling

x. All messages will be held until the Client requests delivery of them unless it has been agreed that messages will be relayed upon receipt.

xi. The Client may have the messages relayed verbally or by Email or FAX or PAGER or SMS transmission.

xii. Where requested, the Company will use its discretion to assess whether a message is urgent or important and relay the same via SMS to a designated mobile telephone, or via FAX or Email.

xiii. The Company will only answer incoming calls between the defined hours depending on the service levels agreed:

1. **Day Time:** 08:30 to 18:00 Monday to Friday (excluding bank holidays). Please let us know if you would like to reduce these hours in order to correspond with your company opening time.
2. **24/7:** Lines always open

Outside of these hours we are able to offer a voicemail system. The Client can be given access to the Company voicemail system and be responsible for retrieving their own messages unless agreed to the contrary.

Confidentiality

xiv. Neither party shall at any time during or after the term divulge, or allow to be divulged, to any person any confidential information relating to the business or affairs of the other.

The Company's Right to Assign

xv. This Agreement and all rights under it may be assigned or transferred by the Company but not by the Client.

Credit Search

xvi. The Company reserves the right to make a search with a credit agency, which will keep a record of that search and will share that information with other businesses. We may also make enquires about principle directors with a credit reference agency.

Liability

xvii. The liability of the Company to the Client on account of or in respect of any loss or damage suffered by reason of fault or negligence, including a failure or delay in providing service to the Client shall be limited to £50.

Force Majeure

xviii. An extension of time will be granted if an event of force majeure causes a delay. However, both parties shall be released from their respective obligations if any cause beyond the reasonable control of any party renders the performance of the Contract impossible.

Non-Solicitation

xix. The Client hereby undertakes that during the currency of this Contract and for a period of six months following its termination or expiry, it will not without the prior written consent of the Company directly or by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer employee or consultant of the Company to leave his/her employment.

xx. The Client acknowledges that given that the nature of the services provided by the Company, there would be substantial disruption caused to the Company in the event of the Client breaching the provisions of this clause. The damages which would be suffered would be difficult to quantify but the parties agree that a genuine pre-estimate of the loss is likely to be a sum equal to 35% of the relevant employee's gross annual salary. Accordingly the Client agrees to pay this sum to the Company by way of liquidated damages immediately upon receipt of an invoice therefore.

Proper Law and Jurisdiction

xxi. The construction, performance and validity of this Contract shall in all respects be governed by the law of England.