

1 DEFINITIONS

- 1.1 “Client” means the individual or organisation that buys or agrees to buy the Services from the Supplier
- 1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 “Contract” means the contract between the Supplier and the Client for the provision of Services incorporating these Terms and Conditions;
- 1.4 “Services” means the services that the Client agrees to buy from the Supplier, which shall be outlined in a written proposal and accepted by the client prior to work commencing.
- 1.5 “Supplier” means Two Dandelions of [business address];
- 1.6 “Terms and Conditions” means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
- [1.7 “Website” means [www.twodandelions.co.uk]

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Client’s statutory rights when buying as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the Client and shall prevail over any other documentation or communication from the Client.
- 2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.4 Any complaints should be addressed to the Supplier’s address stated in clause 1.5.
- 2.5 Nothing in these Terms and Conditions shall be taken to confer any rights under the Contracts (Rights of Third Parties) Act 1999.

3 PRICE AND PAYMENT

- 3.0 The price of the Services shall be that shown on the invoice provided to the Client by the Supplier.
- 3.1 Where applicable, if any payment is not paid within 30 days of the date of the invoice or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.
- 3.2 Where applicable, the Supplier shall be entitled to charge interest daily on overdue invoices from the date when payment becomes due until the date of payment at a rate of 14% per annum above the base rate of HSBC bank from time to time in force.
- 3.4 The Supplier reserves the right to refer unpaid and overdue invoices to an accredited debt collector of the Supplier’s choosing, which may incur additional fees.

4 PERFORMANCE AND TERMINATION

- 4.1 The Supplier shall perform the Services with reasonable skill and care. However, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered

correctly or at all.

4.2 The Services shall continue indefinitely unless and until terminated in accordance with clauses [4.3] and [4.4].

4.3 Either party may terminate this agreement (as regards some or all of the Services) for any reason by providing written notice.

4.4 Cancellation shall be deemed to take effect 60 days after the Client's next invoice day, following receipt by Two Dandelions of the written notice.

4.5 Any payments due following cancellation shall remain payable.

4.6 The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services 30 days after the Client's next invoice day on written notice or immediately on written notice if the Client breaches any term of this agreement, and any payment due remains payable and, if already paid, will be non-refundable.

4.8 The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately should the Client become financially insolvent.

4.9 In providing our work to you, TD may use external contractors who are paid on an hourly or day basis for their work. If, during the term of your agreement with TD or in the 12 months following termination any of those contractors carries out work for you – whether paid or unpaid –, you agree to notify TD immediately and further agree that you will pay TD an introduction fee. The introduction fee shall be calculated as being equal to the amount you were invoiced by TD in the preceding [12] calendar months, or in the [12] calendar months prior to termination, whichever is greater, and shall fall due on presentation of the invoice.

5 RIGHTS OF SUPPLIER

5.1 The Supplier reserves the right to periodically update any prices shown on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure any prices shown are correct at the point at which the Client places an order.

5.2 If the Supplier updates the price paid by an existing Client, notice shall be provided to the email address held on record for the account no less than one full month prior to the change taking effect.

5.3 The Supplier reserves the right to withdraw the Services from the Website at any time.

5.4 The Supplier shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order.

6 CANCELLATION WHEN BUYING AS A CONSUMER

If purchasing as a Consumer the Client has the right to cancel the Contract, by notice in writing, at any time before seven working days has passed from the day after the Contract was made. If, however, the Supplier starts to perform its side of the Contract with the agreement of the Client before the Client exercises this right to cancel, the right to cancel is lost.

7 LIMITATION OF LIABILITY

7.1 Except as may be mandated by statute where the Client is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Client shall be limited to damages, which shall in no circumstances exceed the

regular monthly subscription price of the Services paid by the Client in the preceding 3 months and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

7.2 To the extent permitted by law, the Supplier shall not be liable to the Client save as expressly provided for in this agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Client, specifically:

7.2a The Supplier will not be responsible for any damages the Client's business may suffer.

7.3b The Supplier makes no warranties of any kind, expressed or implied for the Services provided.

7.3d The Supplier is not responsible for any loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Supplier. The Supplier cannot guarantee that the Service will be uninterrupted or error-free, or meet the Client's requirements.

8 WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this agreement shall prejudice its rights to do so in the future.

9 FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or failure of any communications, telecommunications or computer system, and the Supplier shall be entitled to a reasonable extension of its obligations.

10 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

11 CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Client upon making a purchase until the Client's monthly renewal of the Services occurs.

Monthly renewal by the Client of the Services will be deemed acceptable of the Supplier's then current Terms and Conditions.

Our Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.