

## **TERMS AND CONDITIONS**

The following terms and conditions relate to all work booked and engaged with Expressions by the 'Client' unless mutually agreed in writing prior to commencement.

### **1. Period**

The terms and conditions will remain in force from the date of the booking until cancellation, in writing.

### **2. Fees**

The fees cover work for the Client whether carried out on his/her premises or elsewhere, as specified separately. All fees and expenses are subject to VAT at 17.5% (until such times when VAT rates change).

### **3. Expenses**

The following expenses may be billed in addition to the fees specified above :

- Travel expenses
- Hotel accommodation
- Subsistence
- Purchased published materials
- Printing and reproduction
- Hire of materials or equipment
- Other expenses necessarily incurred

### **4. Payment Terms**

Invoices will be submitted on completion of the specified work (or in stages if agreed prior to the work being carried out). Payment will be due within 28 days of the invoice date. A 5% per month charge WILL BE INCURRED for ANY delayed payments.

### **5. Cancellations and Postponements**

If, for any reason, you have to cancel or postpone an agreed booking, this should be notified in writing, and the cancellation fees will apply as set out in the table below. However, if the particular work of the same or higher value were re-booked at this time for a date within 6 months, then this will be treated as a postponement and a reduced scale of fees will be applied.

<b>Notice Given</b>	<b>Cancellation</b>	<b>Postponement</b>
Less than 2 weeks	100%	50%
Between 4 & 2 weeks	50%	No Charge
More than 4 weeks	No Charge	No Charge

### **6. Force Majeure**

Expressions will use its best endeavours to carry out the contract as agreed, but shall not be liable for the loss (whether direct or consequential) suffered by the Client, in the event of Expressions being unable to complete the work in whole or in part due to matters beyond its reasonable control. This shall include (but shall not be confined to) illness, strikes, lock outs or other labour disputes, shortage of materials, accident or breakdown of motor vehicle or other forms of transport (including public transport), errors made by hotel staff or similar in making booking arrangements, other delays in travel, riot, civil unrest or war.

### **7. Variation**

Any variations must be agreed and confirmed in writing in advance of the delivery date by both parties.

### **8. Confidentiality**

Expressions shall not disclose, publish or authorise others to publish any reports or information pertaining to the agreed contract with the Client, without prior written approval of the Client.

### **9. Copyright**

Expressions retain the copyright in any reports or manuals or other materials that might be supplied, unless specific agreement is made in writing to assign any rights to the Client.

### **10. Replacement Consultants**

Where a specific consultant is scheduled to deliver a particular piece of work and is unable to fulfil this commitment, Expressions will make every effort to replace him / her with another experienced Expressions consultant subject to the agreement of the Client. Where consultants cannot be replaced, there will be no charge for the day involved or for any agreed re-arrangement and delivery of the original commitment.