www.informedchoices.co.uk

Terms Of Business

a) All work carried out by Informed Choices Consulting Limited (hereafter Informed Choices, we or us) is deemed to be carried out under the following terms and conditions which are also available on our website located at:

www.informedchoices.co.uk/legal

b) These apply to the exclusion of all other terms and conditions unless stated otherwise in any covering correspondence. These terms and conditions do not affect your statutory rights. It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client allows work to proceed or makes an initial payment then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

c) By placing an order with Informed Choices, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions

a) **Informed Choices :** Primary consultant & employees or affiliates, subcontractors and associated companies.

b) **The Client :** The company, organisation or individual requesting the services of Informed Choices.

c) **The Project :** The work undertaken by Informed Choices on behalf of The Client.

d) **Proposal :** The document proposing the Project to be undertaken. Once signed off by The Client, this document becomes the primary specification for the Project.

e) **Live:** The Project is considered Live when it is available to its intended audience.

General

a) Informed Choices will carry out work only where an agreement is provided either by email, telephone, mail or fax. Informed Choices will carry out work only for clients who are 18 years of age or above.

b) An 'order' is deemed to be a written or verbal contract between Informed Choices and the Client, this includes telephone, instant messaging and email instructions.

Consulting

a) Informed Choices agrees to assist The Client in connection with their Project, as more fully described in the Proposal. In the event the Client requests additional services related to the Project not detailed in the Proposal, the scope of such additional services shall be as agreed by the parties and shall be governed by this agreement.

b) Our fees which include our expenses are invoiced weekly and are payable weekly. If for any reason our fees are not paid within seven days after the date of our invoice we reserve the right to stop work on the project or charge 2% above bank base rate for the period of the outstanding payments.

c) You have the right to terminate the project at the end of any week by giving us 5 working days notice in writing. If you do give such notice our fees will be due until the end of the notice period. If however, notice is given to expire within the last two weeks of the project you will still have to pay all fees outstanding for the remaining period to the end of the project.

d) Throughout the project Informed Choices will carry out the work with all reasonable skill, care and diligence. It is the joint responsibility of The Client and Informed Choices to implement the agreed changes and activities during the period of working together. The Project will be managed through a key event schedule with review meetings held each week either on or offline. Both parties are charged with attending these meetings and to signing off the review summary to demonstrate joint agreement with the progress to date and to the actions planned for the following weeks.

e) Informed Choices reserves the right to assign approved subcontractors to a project to ensure the right skills resource for the project as well as timely completion. Informed Choices warrants all work completed by subcontractors for the project.

f) The Client shall inspect the works regularly, and shall inform Informed Choices immediately if it wishes to reject any part of the works because such do not comply with the Proposal, or are defective in material and workmanship.

g) Should you terminate the project before its full term and if you then use the services of a consultant who was involved in the project within one year, you will be liable to pay to us on demand the full balance of the fees which would have been payable had the project been completed by us in accordance with the engagement letter.

h) We value our good reputation and for that reason we reserve the right to withdraw our services at any time without notice in the event that information comes to our attention which in our opinion casts doubt on the integrity and legality of your operations or any part thereof.

i) In the event of a dispute arising which cannot be resolved through discussion with the Directors of Informed Choices, or should there be a claim for proven negligence against Informed Choices the limit of the claim will be the return of fees paid by The Client from the date of written notification of the claim to the point of resolution or termination of the project.

j) Whilst every endeavour will be made to ensure that the Project and any scripts or programs are free of errors, Informed Choices cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it.

k) Any code and graphics remain the property of Informed Choices unless supplied by The Client.

l) Any additions to the Proposal will be carried out at the discretion of Informed Choices and where no charge is made by Informed Choices for such additions, Informed Choices accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

m) Informed Choices reserves the right to assign approved subcontractors to a project to ensure the right skills resource for the Project as well as timely completion. Informed Choices warrants all work completed by subcontractors for the Project.

n) The Client agrees to make available as soon as is reasonably possible to Informed Choices all materials required to complete the Project to the agreed standard and within the set deadline.

o) Informed Choices will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

p) The Client shall inspect the works regularly, and shall inform Informed Choices immediately if it wishes to reject any part of the works because such do not comply with the Proposal, or are defective in material and workmanship.

q) Informed Choices will not be liable or become involved in any disputes between The Client and their clients/users and cannot be held responsible for any wrongdoing on the part of The Client.

r) Informed Choices will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of The Client or any of The Clients appointed agents.

s) Informed Choices will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by itself or its agents.

t) A deposit is required with any Project before any work will be carried out. This must be paid in full before work will commence.

Compatibility

a) Informed Choices will endeavour to ensure that the Project or application will function correctly for the server environment it is installed on and that it will function correctly when viewed with Microsoft Internet Explorer Version 7 onwards and to an similarly acceptable level with Mozilla based browsers such as Firefox. Informed Choices can offer no absolute guarantee of complete functionality with all browser software or hardware configurations.

b) Due to its age and lack of support for advanced functionality, compatibility with **Microsoft Internet Explorer 6** can no longer be guaranteed and if compatibility with this browser is required it should be specifically brought to our attention before the production of any proposal or commencement of any project.

Payment of Accounts

a) Informed Choices are a small company. We work hard to ensure that your Project is completed within the proposed timeframe, budget and agreed functionality standards. Prompt payment of accounts helps us to work this way.

b) A deposit is required from any client and must be paid in full before any work is carried out.

c) It is Informed Choices policy that any outstanding accounts for work carried out by Informed Choices or its affiliates are required to be paid immediately upon receipt of the invoice. We do not offer credit terms.

d) Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

e) Our policy is that when Projects go live the final payment is due, or total outstanding payments if more than one. If The Client considers that the final payment is not yet due, then the Project is not ready to go live.

f) Non-payment of accounts may affect access to all of The Clients sites under our control and may affect the pricing and/or acceptance of future projects.

g) Informed Choices reserve the right to charge 8% per day each day the invoice is outstanding.

Jurisdiction

a) These conditions of contract shall be governed by and construed in accordance with English Law. Any dispute arising between us that cannot be resolved with goodwill shall be submitted to the exclusive jurisdiction of the English Courts.

Working Hours

a) Informed Choices office hours are from 9am to 5.30pm, Monday to Friday, excepting statutory holidays. Unless specifically stated otherwise, any Proposal prepared assumes work will only be carried out during these hours. Work required to be carried out outside these hours is charged at 1.5 times our standard hourly rate. We may work outside our core hours at no extra charge at our discretion only.

b) Informed Choices monitor our live Projects 24 hours a day and will respond to support request as soon as is reasonably feasible.

c) Informed Choices will notify you if your Project is likely to exceed the quoted hours due to feature requests, missing or late content from yourselves or any other reason which may adversely impact the project completion date.

d) Requests for urgent or time sensitive work should be noted at the outset of a project and will be charged accordingly.

Complaints Procedure

Informal Procedure

a) Anyone who experiences a problem with the service provided by Informed Choices should raise the matter directly using our contact form to do so, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint.

b) Informed Choices will investigate the information supplied with a view to resolving the matter to the satisfaction of the complainant. If a reply is required, please ensure you have provided your contact details.

Formal Procedure

c) The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure. Formal complaints should be notified to us via Registered Post.

d) A formal complaint should be made in writing to Informed Choices, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

e) An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

Further legal information is available at www.informedchoices.co.uk/legal

Last updated 11/01/2012

Acceptance of the above terms and conditions dated ___/_____ /_____

For : Informed Choices Consulting Limited		Date	___/_____ /_____
For : _____		Date	___/_____ /_____

This acceptance sheet may be returned by email or post to:

Informed Choices Consulting Limited
30 Cattle Market Street
Norwich
Norfolk
NR1 3DY

Telephone : **0800 690 6729**

Email : hello@informedchoices.co.uk