

Dolphin HR Ltd– Terms and Conditions

These Terms and Conditions apply to the provision of all Services by Dolphin HR Ltd., a company registered in England and Wales under number 11867641, of Union House, 111 New Union Street, Coventry, CV1 2NT.

1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - “**Client**” means the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business shall be the Client in the context of the Contract;
 - “**Contract**” means the contract formed when you accept our Quotation, which will incorporate and be subject to these Terms and Conditions, together with any special terms agreed in the Quotation;
 - “**Copy**” means any blogs, website material and other material provided by us throughout the provision of the Services;
 - “**Quotation**” means our proposal to carry out the Services which, unless otherwise stated, remains open for acceptance for a period of 30 days and sets out the entire scope of Services to be provided;
 - “**Services**” means the services to be carried out by us as detailed in the Quotation; and
 - “**Term**” means the term of the Contract.
2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 1. “you” and “your” is a reference to the Client;
 2. “writing” and “written” includes emails and similar communications;
 3. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 4. “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
 5. a clause is a reference to a clause of these Terms and Conditions; and
 6. a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.
4. Words imparting the singular number shall include the plural and vice versa.
5. References to any gender shall include any other gender. References to persons shall include corporations.

2. The Contract

1. A legally binding Contract between you and us will be created when you accept our Quotation. Before accepting our Quotation, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
2. No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
3. You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation and the Services to be provided reflect your requirements. Our Quotation is based on the information provided to us at the time of its preparation. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.
4. The Contract will be on a one-off basis for the duration of the Services:
5. We will use all reasonable endeavours to complete our obligations under the Contract, but time will not be of the essence in the performance of our obligations.

3. Fixed Price Package

1. We will arrange an initial consultation with you in order to gauge your specific requirements. It is

your responsibility to ensure you let us know of all your specific needs and any relevant information at this time.

2. Upon your receipt of the drafts, you shall be responsible for reading the Copy thoroughly to ensure it reflects your needs. We will be happy to make up to 2 minor amendments to the Copy. Where the Copy needs further changes, this may be chargeable at our discretion.
3. You must provide feedback on the draft Copy within 7 days of the date of receipt otherwise the draft shall be deemed as accepted and any further amendments shall be chargeable.
4. Unless otherwise agreed in writing, all fees for fixed price packages are due in advance. Invoices will be issued on acceptance of our Quotation and shall be due within 7 days.
5. No works shall be carried out until each stage payment has been received.

4. Retained Services

1. Retained Services shall be for a set amount of Copy within a fixed period, as per our Quotation. If we include for an agreed number of blogs, it is your responsibility to ensure you make use of your allocated blog.
2. Retained Services will continue for the minimum agreed Term and thereafter the Contract will be automatically renewed for the same period as set out in the original Term, on the same Terms and Conditions as set out in this Contract (with the exception of the price) on a rolling basis unless a written notice to terminate is given by either party in accordance with clause 9 below. We will notify you of any such price increase in accordance with these Terms and Conditions.
3. We reserve the right to review our fees for retained Services periodically and in any event, shall do so annually. We will give you notice before the end of the then-current Term of any proposed price changes before such changes shall take effect.
4. Payment for retained Services will be due monthly in advance for the duration of the Term.

5. Fees and Payment

1. You agree to pay the fees as detailed in the accepted Quotation in accordance with these Terms and Conditions.
2. All invoices are payable by BACS or Stripe in pounds sterling immediately on receipt of invoice, without set-off, withholding or deduction. Where Stripe is used, no credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to Stripe's terms and conditions. A separate contractual relationship is created between you and them and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by Stripe.
3. You will also pay for any additional services or mileage provided by us that are not specified in the Contract. These additional services will be charged in accordance with our current applicable rate in effect at the time of performance, or such other rate as may be agreed.
4. The cost of delays attributable to you including, but without limitation, failing to carry out agreed actions or not providing necessary information or services, or failing to give proper notice to terminate or cancel as detailed herein will be charged at our standard fee rates applicable at the time.
5. The time of payment shall be of the essence of the contract. If you fail to make any payment by the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services, and charge you interest at an annual rate equal to the aggregate of 8% above the base rate of The Bank of England from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.
6. All sums payable by either Party pursuant to the Contract are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that Party shall be additionally liable.

6. Documentation and Advice

1. All Copy and other documentation we prepare will be based on information provided to us at the time. We cannot be held liable for any delays, errors, discrepancies or any other adverse consequences where you have provided incorrect information or have failed to provide information

necessary for us to provide our Copy.

2. We can provide advice and assistance regarding implementing the documentation we have provided, however, it is your responsibility to ensure these recommendations are implemented correctly and fully.
3. We shall issue the documentation in our standard format only. We will endeavour to accommodate any particular format requested, however this may be subject to an additional fee.

7. Client's Responsibilities

1. You agree to:
 1. make payments in accordance with clause 5;
 2. provide us with any documentation, information, advice and assistance relating to the Services as we may reasonably require within sufficient time to enable us to perform the Services in accordance with the Contract. Unless otherwise agreed we require a minimum of 5 working days' notice before any Copy is due; and
 3. appoint a primary contact to act as your representative to liaise with us in connection with the Services.
2. If you fail to meet any of the provisions of clause 7.1 above, without limiting our other rights or remedies, we shall:
 1. have the right to suspend or cancel performance of the Services until you remedy the default;
 2. not be held liable for any costs or losses incurred by us arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and
 3. be entitled to claim for any costs or losses incurred by us arising directly or indirectly from your default.

8. Consultations

1. Any consultation(s) and retained meetings will be carried out at a time agreed between us in advance. We require a minimum of 5 days' notice to cancel or rearrange an agreed consultation or meeting. If we do not receive the required notice, or if we are unable to gain access to a premises at which a meeting has been agreed, we reserve the right to charge any costs incurred by us. We will endeavour to reschedule the consultation or meeting to meet your preferred date(s) and time(s), however we cannot guarantee this will be possible.
2. If we have to reschedule or cancel a scheduled visit, we will contact you as soon as possible to minimise disruption and will book another visit as soon as reasonably possible.
3. Our Quotation is based on being able to complete our Services in the agreed number of hours and consultations over the period as detailed in the Quotation. If additional time is required, this will be chargeable.

9. Cancellation and Termination

1. Should you cancel our fixed price package Services (detailed in clause 3 above), we will be immediately entitled to payment for the work completed and once payment has been made, we will hand over the works we have completed.
2. As detailed in clause 4 above, retained Contracts will continue for an initial Term as outlined in our Quotation, and thereafter will be automatically renewed, with the exception of the price, on the same Terms and Conditions as set out in this Contract, unless a written notice to terminate is given by either party in accordance with this clause 9. Such notice is to be given a minimum of 30 days before the end of the then-current Term, and will be effective only at the end of that Term.
3. Either Party has the right to terminate the Contract immediately by giving written notice to the other if:
 1. You have failed to pay the fees when required to do so and fail or refuse to do so following the expiry of a written notice from us requesting such payment within 7 days;
 2. the other party has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 30 days after a written notice to do so;
 3. the other party ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (except for bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (defined in the Insolvency Act

1986), a receiver is appointed in respect of the whole or any part of its assets; or anything similar occurs in respect of the other party.

4. We reserve the right to cancel if we deem the work requested unsuitable.
5. For the purposes of clause 9.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
6. In the event of termination, we shall retain any sums already paid to us without prejudice to any other rights we may have whether at law or otherwise.
7. Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination under this clause 9 on a pro-rata basis. This includes, but is not limited to, the confidentiality obligation pursuant to clause 10.

10. Confidentiality: Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.

11. Variations and Amendments

1. Once a brief has been submitted, no changes can be made. This therefore means that all information provided to us should be accurate.
2. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we shall notify you immediately. We will endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
3. Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment herein.

12. Intellectual Property

1. Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Services. Nothing in the Contract will vest any ownership rights in you.
2. Provided payment is made in accordance with the terms of payment above, we will grant you a non-exclusive license to use the intellectual property created under the Contract, only for the purposes for which we are engaged by you. The licence will become effective only once the final Copy has been provided and once we have received all payments under the Contract in full.
3. You may not sub-licence the intellectual property rights without our prior written permission. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
4. The licence will apply only to the final Copy and will not extend to any draft concepts or other material viewed by you. These cannot be used without our express permission. We reserve the right to reuse this copy at our discretion.
5. We reserve the right to use any Copy created by us in any advertising or promotional material, publications, print, or any other purpose required by us.
6. Any licence granted shall be automatically revoked if you breach any of these Terms and Conditions or if the Contract is cancelled or terminated in accordance with clause 9.
7. You warrant that any image, logo, document or instruction given to us will not cause us to infringe any advertising codes of conduct or any intellectual property or other legal rights, including any letter patent, registered design or trade mark, in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for any such infringement, including infringement of stock photography copyright, which results from our use of any information supplied by you.

13. No employment: Nothing in this Contract shall render or be deemed to render us an employee or agent of yours, or you an employee or agent of ours.

14. Assignment and Sub-Contracting

1. You may not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this Contract.
2. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent.
3. Where we subcontract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the subcontractor as if it were an act or omission of our own.

15. Literature and Representations: Any marketing literature of ours is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not confirmed.

16. Liability and Indemnity

1. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
2. Except as provided in clause 16.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded, to the maximum extent permitted by law.
3. We hereby exclude all liability in respect of any claims arising out of any lack of information provided or any alteration to documentation provided by us, unless such alteration and/or modification is made on our recommendation or with our express knowledge and consent.
4. We will provide, to the best of our knowledge, advice, guidance and best practice based on the information provided by you. However, we cannot accept responsibility for any actions taken as a result of our advice or recommendations. Further, we cannot be held liable for any consequences should our professional advice not be taken.
5. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services in the preceding 12 month period.

17. Restrictive Covenants

1. Neither we nor you will, during the term of the Contract and for a period of 12 months from its expiry or termination, without the other party's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other.
2. Whilst the above restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that if taken together, they are adjudged to go beyond what is reasonable in all the circumstances for our protection, but would be judged reasonable if part or parts of the wording of them were deleted or its period reduced or an area defined, they shall apply with such words deleted or with such modifications as may be necessary to make them valid and effective.

18. Force Majeure: Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event that is beyond the control of the Party in question.

- 19. Waiver:** The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract will constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure will not be deemed to be a waiver of any preceding or subsequent breach and will not constitute a continuing waiver.
- 20. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
- 21. Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

22. Data Protection

1. Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments to it.
2. If you provide us with the personal data (as defined above) of any other person, you warrant that you have obtained the permission of that other person to pass their data to us. We will only collect, store and process it in order to provide the Services under the Contract and will not use it in any other manner without consent.

23. Law and Jurisdiction

1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.