

# Keeping Blue Ltd Terms and Conditions

Version 3  
12 November 2018



## Keeping Blue Ltd Terms and Conditions

### 1.0 INTRODUCTION

1.1 The following terms and conditions apply to all services, information and goods provided by Keeping Blue Ltd to the client. These terms and conditions are legally binding.

### 2.0 KEEPING BLUE'S RESPONSIBILITIES

2.1 Keeping Blue will provide the services and goods agreed in the quotation and/or contract, within the agreed time frame, unless the client is notified to otherwise.

2.2 Keeping Blue will perform the services agreed upon with reasonable care and skill in accordance with professional standards. We will also provide after-service care appropriate to the nature of the project.

2.3 Keeping Blue will respect the confidentiality of information supplied by the client, and will not pass this information on to 3<sup>rd</sup> parties without consent from the client.

2.4 Each of the parties shall give notice to the other of the change or acquisition of any address, email address or telephone numbers at the earliest possible opportunity but in any event within 24 hours of such change or acquisition.

### 3.0 CLIENTS RESPONSIBILITIES

3.1 The client will provide Keeping Blue with all documents, information and access to any premises necessary to complete the work agreed upon.

3.2 The client will use the information and services provided by Keeping Blue solely for the intended purpose. The client will not pass on any information or services provided to it by Keeping Blue to any 3<sup>rd</sup> party without consent from Keeping Blue.

3.3 Each of the parties shall give notice to the other of the change or acquisition of any address, email address or telephone numbers at the earliest possible opportunity but in any event within 24 hours of such change or acquisition.

## 4.0 PAYMENT

4.1 Work is invoiced upon completion of the agreed services, or in the case of multiple stage projects, at the end of each stage.

4.2 Payment is to be settled in full within 30 days from date of issue of invoice. Payment should be made via Electronic Funds Transfer to the Keeping Blue Ltd bank account, details of which are available upon request and on each invoice.

4.3 Overdue payments may be charged interest at a rate of 10% per annum.

4.4 An abortive fee may apply in cases where a contract is terminated at any stage by either party, the scale of the fee being proportionate to any work undertaken under the terms of the contract and any reasonable expenses incurred, subject to a maximum abortive fee of 100% of the contract fee.

## 5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights including copyright which are capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to this contract by Keeping Blue shall be and remain Keeping Blue's property.

5.2 The Client undertakes to keep all materials, documents and information provided to it by Keeping Blue confidential to itself and its employees and not to distribute any product of the services provided hereunder to any third party without Keeping Blue's prior written consent.

5.3 The Client and Keeping Blue undertake with each other not during the course of this contract to infringe the intellectual property rights of any third party.

## 6.0 LIABILITY

6.1 Keeping Blue shall not be liable to the Client for loss or damage to the Client's property unless due to the negligence or other failure of Keeping Blue to perform its obligations under this agreement or the general law.

6.2 Keeping Blue shall have no liability to the Client for any indirect, special or consequential loss to the Client arising out of or in connection with the provision of any goods or services pursuant to this agreement (except in respect of death or personal injury resulting from negligence) and the total liability of Keeping Blue for any other loss of the Client arising pursuant to this agreement in respect of any one event or series of connected events shall not exceed the indemnity cover (if any) arranged pursuant to the Terms of Engagement or if no such cover has been agreed between the Client and Keeping Blue the charges payable by the Client in respect of Keeping Blue's services.

## 7.0 MODIFICATION OF TERMS

These terms and conditions are subject to change at any time. Keeping Blue will make publicly available these terms and conditions.