

Proactive Assistants Trading Terms and Conditions

Your use of this website constitutes acceptance by you of the following conditions of use:-

1. COPYRIGHT AND TRADEMARKS

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Disclaimer

Your use of this website constitutes acceptance by you of the following conditions of use:-

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The Site may include links to third party Internet websites which are controlled and maintained by others. These links are included solely for the convenience of users and do not constitute any endorsement by Proactive Assistants of the sites linked or referred to, nor does Proactive Assistants have any control over the content of any such sites.

3. LIABILITY DISCLAIMER

This Site is provided by Proactive Assistants in good faith but Proactive Assistants does not make any representations or warranties of any kind, express or implied, in relation to all or any part of the Site or the Content or any websites to which the Site is linked.

4. TRADING TERMS

1. Quotations

1.1 Quotations by Proactive Assistants unless otherwise stated in them will be open for acceptance within 60 days of the date of the quotation.

2. Existence of Contract

2.1 No contract will come into existence until the Client has accepted the Quotation in writing.

2.2 These Conditions will be incorporated into the Contract to the exclusion of any terms or conditions stipulated or referred to by the Client.

2.3 No variation or amendment of these Conditions or oral promise or commitment related to them will be valid unless in writing and signed by or on behalf of Proactive Assistants and the Client.

2.4 A signed acceptance of our quotation and terms and conditions must be received by us before work can commence on your assignment. We reserve the right to amend our original quotation at any time should additional work be requested by the client.

5. SUPPLY OF SERVICE

5.1 Both parties will agree the work required, the duration of the work and of any deadline date to be confirmed in writing.

5.2 Proactive Assistants will take all responsible precautions to ensure that any work sent via electronic media will be virus free, but anti-virus protection remains the responsibility of the client.

5.3 It is the client's responsibility to gain the appropriate copyright permission from any third party for any material supplied to us. Proactive Assistants will not be responsible for any plagiarised material supplied by the client and we reserve the right to return the work should we become aware of such an instance.

5.4 Proactive Assistants will endeavour to ensure all work is completed free of error. Any errors should be advised to Proactive Assistants within 48 hours of the work being received. Errors so advised will be rectified on notification, free of charge, and returned to an agreed timescale. The final proof reading is the responsibility of the client.

5.5 All work will be treated as strictly confidential. No information will be divulged to a third party and Proactive Assistants will destroy all information three months after the end of a project, unless specifically requested by the client to be kept longer for future reference. Our confidentiality and discretion is guaranteed but we are happy to sign a Confidentiality Agreement or Privacy Policy document as supplied by you.

5.6 If the client requires attendance at meetings, events, conferences, exhibitions etc., at least one week's notice is required. Any travel time and expenses incurred will be itemised and charged separately.

5.7 In the event of sickness or any other short-term absence such as holidays where Proactive Assistants services will be affected, Proactive Assistants will notify the client at the earliest opportunity and agree alternative arrangements or a plan of action. Although every effort will be made to ensure a continuous, reliable service, in the event of equipment failure Proactive Assistants cannot be held liable for any loss of information.

5.8 All stationery, postage, CDs, printing costs and all other expenses will be charged separately, unless agreed beforehand.

5.9 Retainer packages are available, please contact us for further information.

6. PAYMENT TERMS

6.1 All invoices are payable within 30 days of the date of the issue of the invoice and in no circumstances will the Client be entitled to make any deduction or withhold payment.

6.2 Without prejudice to any other rights of Proactive Assistants if the Client fails to pay the invoice price within 30 days of the date of issue the Client will pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 4% per annum over the base rate from time to time quoted by the Bank of England and will reimburse to Proactive Assistants on an indemnity basis all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6.3 Proactive Assistants will have a lien over the Client's documents and other items in Proactive Assistants possession for all amounts due at any time until the invoice is paid.

6.4 Proactive Assistants may at any time at its discretion suspend or terminate the supply of Proactive Assistants services if the Client fails to make any payment when due or otherwise defaults in any obligation under these conditions or becomes insolvent, has an administrative receiver appointed of its business or is compulsory or voluntarily wound up or ceases or threatens to cease trading or Proactive Assistants bona fide believes that any of those events may occur, and in the case of termination may forfeit any deposit paid.

6.5 Clients will be charged to the nearest 15 minutes. A minimum fee of 60 minutes on all work apply unless otherwise agreed.

6.6 Payment can be made by cheque, BACs, credit card via [Paypal.com](https://www.paypal.com) for international clients. All invoices will be submitted in £ sterling and will be subject to any bank charges related to bank transfers and credit/debit card handling charges.

6.7 All retainer packages will be paid by Standing Order to be received on the 1st of each month.

7. CANCELLATION POLICY

7.1 Should any ad hoc assignments or additional work be suspended, delayed or cancelled by the client, Proactive Assistants will be entitled to immediate payment for the full amount for the work already completed.

7.2 In cases of suspension or delay, Proactive Assistants will restart the work at the next available time and attempt to complete the assignment subject to an agreed modified timescale.

7.3 Cancellation of any retainer package agreement requires a minimum of one full calendar months notice, notified to Proactive Assistants in writing. All work will cease at the end of the notice period and payment and package will be calculated on a pro rata basis.

8. GENERAL

8.1 In the event that the Client has a complaint please discuss the nature of the complaint with Proactive Assistants as soon as possible. If the complaint cannot be resolved the Client should put the complaint in writing. Proactive Assistants will respond to any written complaint within 14 days of receipt.

8.2 The agreement between Proactive Assistants and the Client will be governed by English law and the Client consents to the exclusive jurisdiction of the English courts in all matters regarding it.

Updated: 18th August 2011