

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 This Contract sets out the terms on which Cariad Communications will provide Products and/or Services to you

1.2 Cariad Communications which is the trading name of Rachel Maguire (Proprietor)

1.3 In these terms and conditions the following words shall have the following meanings unless inconsistent with the context:

"Proprietor" means Rachel Maguire the Proprietor of Cariad Communications

"Contract" means any contract between us and you for the sale of the Products and supply of the Services formed in accordance with condition 2

"Products" such products to be sold by us to you as may be agreed from time to time by us and you

"Services" means any communications, design or marketing services provided by us to you

"we/us/our" means Cariad Communications

"you/your" you, being the person(s) whose order for the Products and Services is accepted by us

1.4 You may have other rights granted to you by law in addition to those set out in these terms and conditions, which we may not exclude. These terms and conditions do not affect those other rights granted by law.

2. CONTRACT FORMATION

2.1 All Orders submitted by the Customer to Cariad Communications and accepted by Cariad Communications shall be subject to these following terms and conditions which shall form part of and govern any Contract. Subject to any variation under condition 2.3, the contract shall be on these conditions to the exclusion of all other terms and conditions.

2.2 No terms or conditions endorsed on, delivered with or contained in your order, confirmation of order, specification or other document shall form part of the contract simply as a result of such document being referred to in the contract.

2.3 These conditions apply to all Cariad Communications supply of goods and/or provision of service and any variation to these conditions and any representations about the goods and/or provision service shall have no effect unless expressly agreed in writing and signed by the Proprietor. You acknowledge that it has not relied on any statement, promise or representation made or given by or on behalf of the company that is not set out in the contract.

2.4 Acceptance by the Customer of any estimate or quotation for Products and/or Services issued by Cariad Communications shall be deemed to be acceptance of these terms and conditions.

2.5 Following completion of the relevant Services or delivery of the relevant Products, you will be presented with an invoice which also serves as a job sheet. It is your responsibility to ensure that the information specified on the invoice is accurate.

2.6 The company website, leaflets, marketing material or correspondence are not binding and reasonable variations may be made without notice to the services, the provision of services and/or the supply of goods so varied shall be accepted as complying with the contract.

2.7 No order placed by you shall be deemed to be accepted by Cariad Communications until a written acknowledgement of order is issued by Cariad Communications or Cariad Communications delivers the goods or performs the service to you.

3. TERMS OF PAYMENT

3.1 All prices for Products or Services stated in any quote, estimate or acceptance of Order are those current at the time of the Customer's enquiry.

3.2 We may vary any prices or rates, and/or charge to you any taxes or duties imposed in relation to the Products or Services, at any time by posting the resulting price changes on our website or otherwise giving you notice. You can contact us and request details of our prices or any price change at any time by email.

3.3 You confirm that any quotes or estimates provided by our telephone operators or consultants prior to the provision of Products or Services are non-binding estimates only and that the final price payable by you may vary from such quotes or estimates.

3.4 A fee of one hours labour will be charged once a consultant has verbally agreed in kind to the products and/or services, even if you cancel before the consultant begins the work.

3.5 If the correct information required to be supplied by you is not available upon commencement of the Cariad Communications Consultant's work resulting in aborted work a fee of one hours labour will be charged for the aborted work and the service will need to be rescheduled at full cost.

3.6 If there are any unknown issues found once work has commenced and the service booked cannot be completed as specified, the booked service will be charged and a troubleshooting service will need to be booked at standard troubleshooting rates to solve the issues found.

3.7 Cariad Communications Consultants reserve the right to provide a booked service on customers existing equipment, Consultants will test any existing equipment and will not proceed with any equipment they consider to be faulty or dangerous. Cariad Communications can supply approved equipment that can be used to resolve your problem should your existing equipment not be suitable. There will be a charge for any equipment so supplied.

3.8 You agree to pay for any loss or extra cost incurred by Cariad Communications through your instructions or lack of instructions or through your failure or delay in taking delivery or through any act or default on your part.

3.9 Unless otherwise agreed by Cariad Communications in writing, the price for the provision of services and/or supply of goods shall be chargeable by Cariad Communications on the date of provision and or supply of the same.

3.10 Cariad Communications will collect payment upon completion of work by bank transfer unless otherwise agreed beforehand.

3.11 Time charges for consultancy charged for business customers by Cariad Communications are our agreed hourly/daily rate depending on length and complexity of project. Business customers are charged by Cariad Communications in hourly increments start at £20 per hour for basic communications work or £160 per day. A minimum billing time of 1 hour is charged for all ad-hoc work. Consumer customers are charged £50 for the first hour if they reside in postcode areas GU1, GU2, GU3 or GU4 residence outside of these areas are charged an additional travel increment in proportion to distance and time to travel. Such surcharge will be agreed beforehand. Subsequent hours are charged at £35.

3.12 Payment terms for Domestic/Consumer/Home Based User customers are strictly payment upon completion of work. Credit terms are not offered to Domestic/Consumer/Home Based Users customers. Payment in cheques that do not clear, will be subject to an additional £50 surcharge and will incur interest charges of 7% above the Bank of England current variable base rate.

3.13 Payment terms for Commercial/Business/Office Based User customers are strictly payment upon completion of work for all ad-hoc work. Credit terms are only offered to approved Commercial/Business/Office Based customers for contracted and scheduled work, credit accounts are subject to approval by PRIOR arrangement. Approved credit terms are strictly 7 or 14 days from date of invoice. New business customers are required to pay for any equipment in full clear funds at least 3 days PRIOR to their installation by Cariad Communications any other charges to be paid on receipt of the invoice. Payment in cheques that do not clear, will be subject to an additional £75 surcharge. Late payment will incur interest charges of 10% above the Bank of England current variable base rate.

4. RISK/OWNERSHIP

4.1 Risk of damage to or loss of the supplied Products will pass to you upon completion of service.

4.2 Ownership of the Products will not pass to you until we have received in full (as cleared funds) all sums due to us in respect of the Products and delivery.

5. DELIVERY

5.1 We aim to deliver the Products and perform the Services within the time indicated in our acknowledgement of order but cannot give an exact delivery or performance time or date.

5.2 We shall arrange delivery of any Products to such address or addresses as notified by you. A delivery note signed by you shall be satisfactory proof that delivery has taken place unless the engineer brings the Product at the time of the service.

6. YOUR RIGHT TO CANCEL

6.1 You must cancel any call-out requested for a Consultant at least 24 hours prior to scheduled work, failing which we reserve the right to charge you a cancellation fee of £200.00 plus the cost of any parts ordered. If an appointment is made for the same day, ie you telephone Cariad Communications and make an

appointment for a Consultant on that same day, and then cancel that appointment a cancellation fee of £250.00 will be charged

7. WARRANTIES

7.1 To the extent that it is permitted to do so, we will assign the benefit of any guarantee or warranty covering any defects in Products received by us under an agreement with the manufacturer or supplier of the relevant Product.

7.2 If any Services are provided by us, they will be carried out with reasonable care and skill and by suitably trained and qualified persons.

7.3 As part of any Services, we may provide you with our guidance on software installation and maintenance. You hereby acknowledge that you are responsible for obtaining all necessary third party licences for software or other intellectual property or products, and warrant that you are not in breach of any relevant licences and that you are compliant with all relevant applicable laws.

8. GUARANTEE OF PRODUCTS AND SERVICES

8.1 Cariad Communications Consultants are trained to help, and we guarantee to supply an appropriately trained Consultant to your organisation. We do not guarantee that we can fix every problem as inevitably some problems cannot be fixed without required action or recommendations being carried out by you. In cases where you are unwilling to take the action required and in circumstances where other unforeseen issues arise you are liable to pay in full the charges that are incurred for goods and/or services provided by us.

8.2 When a Cariad Communications Consultant provides support, there can be no guarantee that the issue will not occur again or that a similar issue may occur with the same manifestations as the issue already addressed.

8.3 We are only liable to you for losses which you suffer as a result of a breach of these terms and conditions by us.

8.4 Our liability to you shall not in any circumstances include any personal or business losses that you may incur, including but not limited to lost data, lost profits or business interruption.

8.5 Any advice or recommendations given to you by us or our employees or agents as to storage, application, use or preference of the Products and Services which is not confirmed in writing by us, is followed or acted upon entirely at your own risk.

8.6 You agree that we shall not be responsible for the cost of any repairs or any other losses which occur as a consequence of a failure of your goods unless that failure occurs as a direct result of our provision of the Services.

9. ADULT REPRESENTATION

9.1 Our rules of conduct require that you have adult representation present throughout each onsite visit from a Cariad Communications Consultant.

10. ACCESS OF ACCOUNTS

10.1 Cariad Communications may require access to any Social Media, Website, E-marketing, CRM or any other such accounts used in relation to Communications, Design and Marketing. Our Consultants will advise you if any item requires attention by a third party or your equipment manufacturer or supplier. Your provision of any log in details will be taken as permission for us to access your accounts for Cariad Communications purposes only.

11. UNFORESEEN EVENTS

Neither we nor you shall be liable to each other if we cannot perform our obligations under this Contract because of an event beyond our or your control.

12. GENERAL

12.1 The formation, existence, construction, performance, validity and all aspects whatsoever of these terms and conditions or of any term of these terms and conditions will be governed by the law of and .

12.2 The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions.

12.3 If we do not enforce any of our rights under this Contract this does not prevent us from exercising these rights in the future.

12.4 The Contract and all communications between us will be conducted in the English language.

All customers agree to the below in addition to our terms and conditions as stated above.

Cariad Communications are not prepared to service accounts that are found to have illegal software, illegal computer files or any data material that infringes copyright law or any other laws. We are responsible for reporting any illegal activities to the authorities. This does not affect your statutory rights.