

TERMS AND CONDITIONS

Agreement and application

1. These Terms and Conditions apply to the provision of services (the **Services**) detailed in the Proposal for Services (**Proposal**) by Future Voices Ltd a company registered in England and Wales under number 13001379 whose registered office is at Europa House, Goldstone Villas, Hove, BN3 3RQ (**we or us or Service Provider**) to the person buying the services (**you or Client**).
2. You are deemed to have accepted these Terms and Conditions when you accept our Proposal for Services or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation form a contract (**the Contract**) are the entire agreement between you and us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in any material (except the Proposal) for the sole purpose of giving an approximate idea of the Services described in them shall not form part of the Contract or have any contractual force.

Interpretation

5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.
7. You are of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide consulting and training Services to you the Client.
8. A reference to writing or written includes email but not fax.
9. The Service Provider is agreeable to providing such Services to the Client on the terms as set out in these Terms and Conditions.

Services

10. We will use reasonable care and skill in our performance of the Services which will comply with the agreed Proposal, including any specification agreed between you and us in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
11. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Proposal; however, time shall not be of the essence in the performance of our obligations.
12. These Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Your obligations

13. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
14. If you do not comply with clause 12, we can terminate the Services. You also agree to reimburse us in respect of any cost or expense we have undertaken up until the point the Services are terminated.
15. We are not liable for any delay or failure to provide the Service if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Fees

16. The fees (**Fees**) for the Services are set out in the Proposal and are on a time and materials basis.
17. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of Services.
18. You must pay us for any additional services provided by us that are not specified in the Proposal in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 17 also apply to these additional services.
19. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

20. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the Proposal, (unless the Proposal has been withdrawn).
21. You may cancel the Services up to 30 days prior to the relevant Service start date (which is indicated within the Proposal). Future Voices will then be entitled to issue a supplementary invoice for 50% of the total value if cancelled between 11-29 days prior to the start date of the Services and 100% fewer than 10 days prior to the start date of the Services.
22. If you wish to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you should we be able to incorporate such changes into the Services.
23. If, due to circumstances beyond our control, including those set out in the clause below ('Circumstances beyond a party's control'), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

24. We will invoice you for payment of the Fees either:
 - a. when we have completed the Services; or
 - b. on the invoice dates set out in the quotation.
25. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
26. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England on the amount outstanding until payment is received in full.
27. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
28. If you do not pay within the period set out above, we can suspend any further provision of the Services and withhold any materials or deliverables, as well as cancel any future services which have been ordered by, or otherwise arranged with, you.
29. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Subcontracting and assignment

30. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

31. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other matter with all or any of your rights or obligations under these Terms and Conditions.

Termination

32. Notwithstanding any other right or remedy available to us, we can terminate the provision of the Services immediately if you:
- commit a material breach of your obligations under these Terms and Conditions; or
 - fail to make pay any amount due under the Contract on the due date for payment; or
 - are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order to take advance of any other statutory provision for the relief of insolvent debtor; or
 - enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors.

Intellectual Property

33. As part of the Services, we may provide you with various materials including but not limited to text, designs, graphics, images and other content (the **Deliverables**).
34. All intellectual property rights in the Deliverables as well as in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) shall be owned by us.
35. We grant to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Deliverables for the sole purpose of receiving and using the Services and the Deliverables in your business.
36. You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services or to create any Deliverables.
37. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights. The Client will be responsible for any and all damages resulting from the unauthorised use of the Services or any Deliverables.
38. You are not authorised:
- to copy modify, reproduce, republish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Deliverables without prior written permission;
 - record on video or audio tape, relay by videophone or other means the Service delivered;
 - use the Deliverables in the provision of any other activity similar to the Services whether given by us or any third party; or
 - remove any copyright or other notice of Future Voices Ltd on the Deliverables.
39. We may use the Deliverables for any purpose other than where stated in these Terms and Conditions.
40. Use of Future Voices Ltd name or logo is prohibited except with our prior written consent except as provided by applicable law.

Liability and indemnity

41. Reference to liability in this section ('Liability and indemnity') includes every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Our liability under the Contract shall be limited as set out in this section.
42. Nothing in these Terms and Conditions shall limit the Client's payment obligations under the Contract.
43. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

44. We accept no liability for any loss (whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for other indirect or consequential loss whatsoever) arising under the Contract and/or from your use of Future Voices Website and we hereby exclude any such liability, whether in contract, tort (including negligence) or otherwise. We hereby exclude all representation, warranties and conditions relating to the Services and your use of our website to the maximum extent permitted by law. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.
45. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the Proposal for:
- a. any indirect, special or consequentially loss, damage, costs, or expenses or;
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
46. You agree to, and must, indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any materials owned by us (including those materials used by us that belong to third parties) caused by your or your agencies or employees, as well as in respect of any breach of third party intellectual property rights arising out of or in connection with our use of any materials provided by you to us in connection with providing the Services and/or this Contract. This indemnification shall survive termination of this Contract.

Data Protection

47. In this paragraph ('Data Protection'), the following definitions will apply:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

48. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause paragraph 'Data Protection' is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
49. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and we, the Service Provider is the Processor.
50. Without prejudice to the generality of clause 48, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Service Provider for the duration and purposes of the Contract.
51. Without prejudice to the generality of clause 48, the Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under the Contract:
- (a) process that Personal Data only on the documented written instructions of the Client unless the Service Provider is required by Domestic Law to otherwise process that Personal Data. Where the Service Provider is relying on Domestic Law as the basis for processing Personal Data, the Service Provider shall promptly

notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Service Provider from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Service Provider has provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies;

(ii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iii) the Service Provider complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Domestic Law to store the Personal Data; and maintain complete and accurate records and information to demonstrate its compliance with this paragraph ('Data Protection').

Circumstances beyond a party's control

52. Neither party shall be liable for any failure or delay in performing their respective obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. If the delay continues for a period of 90 days from the date of a party receiving written notice of a delay, either party may terminate or cancel the Services to be carried out under the Contract.

Notices

53. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Proposal.

54. Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. 'business hours' shall mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

Waiver

55. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

56. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable in whole or in part, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable). In such an event, the parties will negotiate in good faith to replace the invalid or unenforceable provision by a provision, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

Confidentiality

57. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Terms and Conditions.

58. Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with these Terms and Conditions; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

59. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

Law and jurisdiction

60. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.