



Podshare Standard terms and conditions

The following standard conditions of contract apply to all work carried out by Podshare.

1. Unless specifically agreed in writing to the contrary, the Client is the person, company, authority or other body to whom our proposal /fee quotation is addressed. The parties to the contract are you the Client ,and us Podshare.
2. These terms shall not be treated as varied or waived unless expressly agreed in writing by the parties that these terms are to be varied or waived. Subject to any such agreement, these terms have precedence over any others contained in other documents or letters.
3. If, following receipt of our proposal/fee quotation, you instruct us to proceed or to continue with our services, we shall be entitled to assume your acceptance of the proposal/fee quotation and these terms.
4. Any subsequent variation to the services (from those set out in our proposal/fee quotation) must be agreed with us. Any additional or alternative work arising from such an agreed variation or undertaken as additional services as set out in our proposal/fee quotation requested by you, or arising from compliance with your instructions or factors outside our control, shall be subject to additional or alternative charges, which shall either (in so far as the basis is not set out in our proposal/fee quotation) be agreed between the parties or shall be charged at our standard hourly charge out rates pertaining at the time and which are reviewed annually on 1st January. Please let us know if at any time you do not have and would like details of those.
5. Our fees and expenses for this commission as set out in the proposal/fee quotation remain open for acceptance for 3 months from the date of the proposal/fee quotation.
6. VAT will be applied to qualifying services and items at the standard rate on all invoices rendered.
7. Unless otherwise agreed, invoices will include reimbursable costs and expenses associated with the work for travel, accommodation, subsistence, printing (other than incidental A4 printing), computing and any other reasonable expenses.
8. Invoices will be rendered monthly from the start of our services, unless stated otherwise in the proposal/fee quotation. Payment in full is due on receipt of the invoice with the final date for payment being 28 days thereafter. Without prejudice to any other rights we may have, we reserve the additional right to charge a fee of up to 15% of the sum outstanding to cover costs, together with interest at the rate of 6% above Lloyds Bank's standard lending rate (base rate) from the final date for payment until payment is made in full. If you fail to pay in full by the final date for payment, we also reserve the right to either terminate our engagement (and claim damages on the basis of such termination having arisen as a result of your breach) or suspend our services until the outstanding amount, together with interest, has been received.

9. External costs to be incurred on your behalf, such as applications for consent or other statutory fees and costs are payable in advance. Where this does not happen and Podshare pay the third party, an additional 20% of the expenditure will be charged and added to our invoice to cover finance and administration costs. We reserve the right however not to proceed in this respect until such time as payment has been made in full.
10. We will exercise reasonable skill and care in carrying out our services. Save in respect of any claim under this contract for breach of this Clause 10, we shall not be liable in connection with the carrying out of our services. Unless expressly agreed in writing as a qualification to this clause, we shall not be liable for the performance of any other person not engaged by us, nor responsible for checking or reporting on their performance. Unless expressly agreed in writing to the contrary, any damages payable to you by us under this clause will be limited to the value of the agreed professional fee.
11. When we are required to act on your behalf or as your agent, you agree to indemnify us against all claims against us as a result, except to the extent that any liability arises as a result of any breach of Clause 10.
12. We shall not be liable for any breach of this contract if the relevant action in respect of that breach is commenced more than 6 years after completion of our services in respect of this commission.
13. This contract is personal to you and the services and all written reports or other communications shall be for your benefit only and shall not be passed to any other person without our consent.
14. We will have a general lien on all documents, papers, files etc in our possession related to any project(s) for which our rendered invoices remain unpaid.
15. We shall be under no liability if we are unable to carry out any of our services for any reason beyond our control including (without limiting the foregoing): act of God, acts of terrorism, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of dispute. During the continuance of such a contingency either party may by written notice to the other elect to terminate the services and the Client shall pay for work done and disbursements incurred up to that time.
16. This contract does not confer any rights on anyone other than the parties to it.
17. The law of England and Wales is the law of the contract.

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