



Terms and Conditions for Services

Between Ravnar LTD and Client

Last updated: 03/08/22



Terms and Conditions for services between Ravnar LTD and Client

Table of Contents

Terms and Conditions for services between Ravnar LTD and Client	1
Table of Contents.....	1
Application and entire agreement.....	2
Interpretation	2
Services	2
Your obligations	2
Fees	3
Cancellation and amendment.....	3
Payment	3
Sub-Contracting and assignment.....	4
Termination.....	4
Intellectual property	5
Liability and indemnity.....	5
Data protection.....	6
Circumstances beyond a party's control.....	6
Work environment behaviour	6
Communications	6
No waiver	7
Law and jurisdiction	7

Application and entire agreement

1. These terms and conditions apply to the provision of the services detailed in our client agreement.
2. You are deemed to have accepted these Terms and Conditions when you accept our client agreement.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or out 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.

Interpretation

4. A “business day” means any day other than a Saturday, Sunday and national bank holidays in England and Wales.
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.

Services

7. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the client agreement, including any specification 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.
8. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the client agreement; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as services unless we specify otherwise within a client agreement or project plan.

Your obligations

10. 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.
11. If you do not comply with clause 10, we reserve the right to terminate services without an advance warning.
12. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (Your obligation).
13. The service that we provide operates a primary online/cloud service (remote working), therefore you are required to provide at least three business days notice for an on-site visit.
14. If an on-site visit is cancelled within 24 hours or failure to be present for an on-site visit without a valid reason on multiple occasions, we reserve the right to terminate service without an advance warning.

Fees

15. The fees for the services are set out in the client agreement and are frozen during the agreed time frame.
16. In addition to the fees, we can recover from you
 - 16.1. Reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses.
 - 16.2. The cost of services provided by third parties and required by us for the performance of the services.
 - 16.3. The cost of any materials required for the provision of the services.
17. You must pay us for any additional services provided by us that are specified in the client agreement in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 16 also apply to these additional services.
18. The fees are of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
19. A rolling contract of monthly fees (this includes hourly fee and access fee) will always be totalled and invoiced at the end of a calendar month.
20. Invoices will be sent at the start of the calendar month (or the first business day of a new month) regarding the previous month of fees (hourly rate and access fee). Payment terms and conditions are set out in the clause below (Payment).

Cancellation and amendment

21. We can withdraw, cancel or amend a client agreement if it has not been accepted by you, or if the services have not started, within a period of 28 calendar days from the date of the client agreement, (unless the client agreement has been withdrawn).
22. Either we or you cancel an order with or without a reason prior to your acceptance (or rejection) of the client agreement.
23. If you want to amend any details of the services you must tell us in writing (email) 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.
24. 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 changes 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.
25. If you wish to cancel a client agreement;
 - 25.1. For 30 day rolling contract: If you wish to cancel services during an active term period, you will still be charged the set access fee which you have agreed from the client agreement for the corresponding month of the cancellation request.
 - 25.2. For a set project base contract: If you wish to cancel services during an active project, the initial first half payment will still be charged and will be invalid for a refund. Any additional fees at which Ravnar LTD needs to expense to the client will be invoiced at which you must pay within 2 weeks of the cancellation date.

Payment

26. We will invoice you for payment of the fees either:

- 26.1. 50% of the total fee at the start of the service and the remaining 50% when we have completed the service (single projects); or
- 26.2. End of calendar month (rolling monthly contracts).
- 27. You must pay the fees due within 14 days of the date of our invoice or otherwise in accordance with any credit terms agreed between you and Ravnar LTD.
- 28. Time for payment shall be of essence of the invoice date on the contract.
- 29. Without limiting any other right or remedy, we have for statutory interest, if you do not pay within the period set out above, we claim the right to charge additional late fees to you. Exceptions apply and reasonable conclusions will be decided between you and Ravnar LTD if a valid reason is given following guidelines set within Circumstances out of a party's control later in this agreement.
 - 29.1. You are protected from a late fee charge for the following:
 - 29.1.1. We have provided the wrong banking details to you.
 - 29.1.2. We have delayed an invoice being sent to you.
 - 29.1.3. We have provided an incorrect invoice.
 - 29.1.4. If there is a banking error on either sending or receiving the payment if evidence can be provided that an attempted payment was sent within the 14 days of the invoice date.
- 30. 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 the order to justify withholding payment of any such amount in whole or in part.
- 31. If you do not pay within the period set out above, we reserve the right to suspend any further provision of the services and terminate any future services which have been ordered by, otherwise arranged with you.
- 32. All payments must be made in British Pounds to the banking details that we provide unless another method or currency is agreed within a client agreement.

Sub-Contracting and assignment

- 33. We can at any time assign, transfer, charge, subcontract or deal in 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.
- 34. You must not, without our prior written consent assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

- 35. We can terminate the provision of the services immediately if you:
 - 35.1. Commit a material breach of your obligation under these Terms and Conditions; or
 - 35.2. Fail to make pay any amount due under the client agreement on the due date for payment; or
 - 35.3. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or

- 35.4. Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- 35.5. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertaking or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

36. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

37. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
38. The total amount of our liability is limited to the total amount of fees payable by you under the contract.
39. 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 client agreement for:
- 39.1. Any indirect, special or consequential loss, damage, costs, or expenses or;
- 39.2. 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
- 39.3. Any failure to perform any of our obligations if such any delay or failure is due to any cause beyond our reasonable control: or
- 39.4. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- 39.5. 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.
40. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
41. 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.

Data protection

42. When supplying the services to the client, Ravnar LTD may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the client.
43. The parties agree that where such processing of personal data takes place, the client shall be the 'data controller' and Ravnar LTD shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
44. For the avoidance of doubt, 'Personal Data', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meanings as in the GDPR.
45. Ravnar LTD shall only process personal data to the extent reasonably required to enable it to supply the services as mentioned in these Terms and Conditions or as requested by and agreed with the client, shall not retain any personal data longer than necessary for the processing and refrain from processing and personal data for its own or for any third party's purposes.
46. Ravnar LTD shall not disclose personal data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
47. Ravnar LTD shall implement and maintain technical and organisational security measures as are required to protect personal data processed by Ravnar LTD on behalf of the client.
48. Further information about Ravnar LTD approach to data protection can be requested depending on the project and further agreements and NDAs (non-disclosure agreements) can be drafted. For any enquires or complaints regarding data privacy, you can email ehsan.kani@ravnar.ltd or projects@ravnar.ltd.

Circumstances beyond a party's control

49. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include but not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, hospitalised (evidence provided by NHS) or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of the parties involved reserve the right to terminate the agreed contract without additional fees excluding any work that has already been completed that was not invoice to the client.

Work environment behaviour

50. Ravnar LTD and client both reserve the right to terminate a contract without a given notice if either feel they have been treated with disrespect. This includes: racism, homophobia, sexism, ageism, religious discrimination, acts of violence (verbal, physical and cyber), disability discrimination, language discrimination, marital status, ethnical origin, social origin or any other types of discrimination.

Communications

51. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
52. Notices shall be deemed to have been duly given:
 - 52.1. When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
 - 52.2. When sent, if transmitted by email or other online messaging services and a successful transmission report or return receipt is generated;
53. All notices under these Terms and Conditions must be addressed to the most recent address, email address or agreed online messaging applications.

No waiver

54. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Law and jurisdiction

55. 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.

The latest version of this document can be found on our [website](#).

This Terms and Conditions of services constitutes this entire agreement and understanding between you and the Ravnar LTD which you agree regarding all clauses stated above. The signing of the client agreement binds you to this agreement.