



# TERMS AND CONDITIONS

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## 1. GENERAL

- 1.1 The terms and conditions outlined herein are intended to confirm that both parties understand the work to be completed, the costs involved, the payment policy and issues concerning Clients' property.
- 1.2 In these Conditions, OutofhoursAdmin is referred to as 'OutofhoursAdmin' 'we' or 'us' and "work" shall include goods supplied as well as services provided by us under the Contract.
- 1.3 These Conditions ("the Conditions") shall apply to all contracts for the provision of Work by us to the Client ("the Contract") to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.

## 2. CONSULTATION, QUOTATIONS & CORRESPONDENCE

- 2.1 OutofhoursAdmin requires a consultation with the Client before entering into any assignment to ensure that all parties have a full understanding of what is to be done, and by whom. The consultation period is not subject to a charge.
- 2.2 Any written correspondence between OutofhoursAdmin and the Client, e.g. quotes, booking forms, invoices and letters, will be sent by email unless otherwise agreed (Clients must ensure they provide a valid email address that is checked regularly).
- 2.3 The Client shall supply to us all information and materials which are required for, and relevant to, the performance of the Work. It is the sole responsibility of the Client to ensure that the information and materials provided are accurate and legible and that the uses of them are lawful.
- 2.4 The Client shall fully indemnify us of all costs, claims, demands, losses and expenses whatsoever arising out of the use of the materials and in the respect of any defamation claim, infringement or alleged infringement of any patent, copyright, registered design or other third party's right arising out of the use of such materials.
- 2.5 All reports and information provided by us to the Client during the performance of the Work are provided for the sole use of the Client and we accept no responsibility nor liability arising from any reliance that may have been made on such reports and information by any third parties unless we have been given prior written permission specifically for such use or reliance.
- 2.6 OutofhoursAdmin is able to take receipt of any documentation associated with the assignment in the following formats: Email, Fax, CD, Memory Stick, An Post, and Courier.

## 3. CHARGES & PAYMENT

- 3.1 OutofhoursAdmin offers three different hourly rates dependent on the amount of time booked by the Client in any one month. A month is classed as 30 calendar days.
- 3.2 Additional items such as postage and package, travel expenses, and any telephone charges incurred, etc., will be itemised on invoices.



- 3.3 For larger projects required by the Client on a once-off basis, a quotation will be submitted by OutofhoursAdmin following the consultation. Once agreed, a deposit of 50% will be required via bank transfer before commencing the Work, the remainder of which will be invoiced on completion of the Work.
- 3.4 The Client agrees to pay all invoices as per the terms stated on the invoice and will pay via bank transfer.
- 3.5 All rates are quoted in Euro. For international Clients, invoices will be translated into your local currency (USD or GBP) at the rate of exchange from the time of our quotation, or if no quotation is required the date of invoice.
- 3.6 Receipts will not be issued unless specifically requested.
- 3.7 OutofhoursAdmin will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

#### **4. CONFIDENTIALITY & SECURITY**

- 4.1 OutofhoursAdmin assures all Clients that their business will be treated with the strictest confidence. No details about our Clients or information about the Work will be disclosed or passed on to a third party without prior consent, unless we are legally obliged to do so. OutofhoursAdmin will sign a confidentiality agreement, where necessary.
- 4.2 Clients are assured that any personal data held by OutofhoursAdmin, which comes under the Data Protection Act 1998, will be held in full compliance of said Act.
- 4.3 Although OutofhoursAdmin scans all emails and disks for viruses, the Client is ultimately responsible for their own virus protection. We will not open unsolicited attachments to emails or emails from an unrecognised sender. We will not open emails with no subject heading or attachments that contain no message alongside them.

#### **5. ASSIGNMENT COMPLETION**

- 5.1 OutofhoursAdmin will store all completed work on separate external hard drive and/or CD/DVD and will keep securely for a 12-month period after which it will be securely destroyed. OutofhoursAdmin will take every precaution to ensure the safety of Clients' work but does not accept liability in the event of fire, theft or accidental damage occurring.
- 5.2 OutofhoursAdmin does not accept responsibility for any assignments lost or damaged when returned to the Client via An Post and as such advises Clients to use couriers and special delivery which will be charged at cost.
- 5.3 It is the Client's sole responsibility to proofread and check the Work executed. The Client must do this as soon as practicable and shall notify us of any errors within 7 days of receipt of completed Work. Any errors generated by OutofhoursAdmin will be amended free of charge, however any amendments or alterations requested by the Client will be charged at €25 per hour. We will be entitled to raise additional charges for the correction of any errors (even made by us) of which the Client notifies us of after the aforementioned 7 day period.



## **6. INTELLECTUAL PROPERTY**

6.1 OutofhoursAdmin shall retain Intellectual Property Rights for any templates, documents, etc., created whilst working with the Client, and reserves the right to use these templates, documents, photographs, etc., with other companies who are not in direct competition with the Client.

## **7. LAW**

7.1 The Contract shall in all respects be governed by and construed and interpreted in accordance with the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.