

Crescent Business Support Limited
CONTRACTUAL TERMS AND CONDITIONS OF BUSINESS

These terms and conditions of business apply to all clients who work with Crescent Business Support Limited. Upon agreement of work, a contract will be shared with clients detailing the specifics of their contract and work will not commence until this has been signed. The contract and terms and conditions should be read in conjunction with each other.

In these terms and conditions, the party who is contracting to receive the services shall be referred to as the "Client" and the party who will be responsible for providing the services shall be referred to as "Crescent Business Support Limited". On instructing us to carry out any form of work, the client agrees to our Terms and Conditions of business contained herein. A signed contract will be required prior to commencement of an assignment with a new client. Future bookings are subject to the current terms of business that Crescent Business Support Limited has in place "from time to time" and will be confirmed to the client by email prior to work commencing.

Please ensure that you read this document fully.

1. Service location.

The Service to be provided under this Agreement shall be performed at the Crescent Business Support Limited's place of business. (i.e. Home Office).

2. Confirmation of booking

1. Bookings will be confirmed in writing to the client after agreement with Crescent Business Support Limited.
2. Crescent Business Support Limited may send a Booking Form to the client at the start of an assignment which enables clients to provide details of any task or specific requirements if these haven't been agreed previously.
3. Completion of the Booking Form also indicates the client's acceptance of our Contractual Terms and Condition, as advised in this document.
4. A minimum 50% deposit or an amount equal to the stated hourly rate plus VAT (minimum payment) may be required before work commences for a new client.

3. Hours of Work

1. Crescent Business Support Limited associates are available to provide work between the hours of 9am and 5pm Monday to Friday (excluding bank holidays). Work requested outside of these hours will be billed at a higher rate as detailed in our Rates section below.
2. Unavailable days or times will be advised prior to work commencing

4. Sub-Contractors or Associates

1. Crescent Business Support Limited reserves the right to engage with additional contractors or associates when working with clients to provide the services requested. Examples of these include, but are not limited to, additional virtual assistants who form part of our Associate team, Marketing Specialists, Accountants and Bookkeepers. Associates are bound by confidentiality terms with Crescent Business Support Limited.
2. Unless otherwise advised in writing, these costs are included in the hourly rate agreed with the Client.
3. The Client may not engage an associate of Crescent Business Support Limited directly to work with them outside of this agreement.
4. The Client is liable for an employment referral fee of £2000.00 per person, should they directly employ (either legally or on a sub-contractor basis) anyone currently employed/sub-contracted by Crescent Business Support Limited within the current agreement or within 12 months of terminating the contract with Crescent

Business Support Limited. The Client agrees to pay this fee whether they notifies the Company of their action, or the Company discovers this employment independently at any time after it occurs. The Client further agrees to reimburse the Company for any and all collection or legal fees the Company incurs in collecting this fee.

5. Rates

1. Crescent Business Support Limited rates are hourly and based on the current pricing structure of Crescent Business Support Limited.
2. The agreed hourly rate will be confirmed in the client contract.
3. Initial assignments carry a minimum 1 hour's charge.
4. All work is tracked and rounded up to the nearest 15 minutes and is available on request.
5. Tasks and services that will be billed may include (this list is not exhaustive):
 1. Set up of access to your systems
 2. Communication with you or your clients, including phone calls, emails, social media messaging, letters etc
 3. Time spent training on your specific systems or packages etc. i.e. Word, Excel type systems or packages will not be charged for as it is assumed that Crescent or their Associates will be fully trained in these types of systems.
 4. Additional expenses – see point 7 below.
 5. Travel time – see point 8 below.
6. Any additional expenses (including but not limited to: postage, printing, stationery, peripherals and consumables) will be charged in addition to the quotation. It may be necessary for large amounts to be paid in advance. However, these will only be charged at cost.
7. If a client requests Crescent Business Support Limited or any of their contractors to travel to their preferred location, travel time will be billed in line with the normal hourly rate in addition to travel costs which are currently charged at £0.45 per mile.
8. Where the client causes delay, changes the specification, requires extra work or meetings or changes previously accepted work, we shall be entitled to a reasonable extension of time and rate increase and/or advance payment. Any work carried out prior to the changes, will be charged at the rate previously agreed.
9. Where the requested work by the client incurs a requirement to pay a supplier or subcontractor for additional services or products, this amount will be required upfront, either to Crescent Business Support Limited, or the supplier directly.
10. Fast Track work will incur an additional charge.
11. Any late cancellation of work will incur a charge of the client's hourly rate plus VAT administration fee (24 hours' notice required).
12. Requests for work outside of core hours will be billed at a higher rate per hour. The rate will be confirmed in the client contract.
13. Crescent Business Support Limited reserves the right to review charges when appropriate, and clients will be notified of any changes. At least 30 days' notice will be given before any new charges come into effect. New charges will start from the 1st of the month after notice is given.
14. It is understood by the parties that Crescent Business Support Limited is an independent service provider with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including paid holiday, sick pay, pension contributions, health insurance benefits, or any other employee benefit, for the benefit of Crescent Business Support Limited contractors.

6. Invoices
 1. An invoice will be produced on completion of work undertaken and dispatched to the client. Where the requested work is longer than 30 days, Crescent Business Support Limited will invoice on the last working day of each month.
 2. Payment is due within 7 days of receipt of invoice. If payment is not received within 7 days, Crescent Business Support Limited reserves the right to cease work until payment has been received.
7. Payments
 1. Payment can be made by BACS, details of which will be provided with the invoice.
 2. The late payment charge is 8% (plus the Bank of England Base rate) of the original invoiced amount. Overdue accounts may be passed to a debt recovery agent for collection where additional debt recovery fees will also be added to the invoice.
 3. Unpaid accounts may be forwarded to the Small Claims Court.
8. Confidentiality and Data Protection
 1. Both Crescent Business Support Limited and The Client agree that all information provided to each other will be treated as strictly private and confidential and safeguarded in line with current data protection laws.
 2. Where Crescent Business Support Limited engages the services of a supplier or sub-contractor, only the necessary information will be shared in order to provide the agreed services.
 3. We are registered with the ICO (Information Commissioners Office). We do not collect or keep personal data unnecessarily and are diligent about using third party providers (systems) within the EU or under the US privacy shield.
 4. Details of our privacy policy can be provided on request.
 5. Crescent Business Support Limited will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Crescent Business Support Limited, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. Crescent Business Support Limited will protect such information and treat it as strictly confidential.
 6. This provision shall continue to be effective after the termination of this Agreement.
 7. Crescent Business Support Limited or any of our subcontractors will sign a separate confidentiality agreement if requested by the client.
9. Work product ownership.
 1. Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part in Crescent Business Support Limited in connection with the Services shall be the exclusive property of the Client.
10. Loss/Damage of Client Property in Transit
 1. Crescent Business Support Limited cannot be held responsible for any loss, damage, theft etc of data, projects, equipment or any items relating to assignments, during transit to/from Crescent Business Support Limited premises.
 2. Crescent Business Support Limited recommends that clients send mail through a secure postal service and obtain proof of postage and relevant insurance as we will not accept responsibility for loss or damage to items going through the postal service. We will also obtain the necessary proofs when sending items through the postal service. We would also advise keeping a copy prior to posting.
11. Liability.
 1. Crescent Business Support Limited and our subcontractors will not be liable for loss, damage or delay of Client's project due to circumstances beyond Crescent Business Support Limited's control. Such circumstances may include (but are not

limited to) acts of God, theft, public unrest, power outages, and inability to contact Client (including the client not responding to communication from Crescent Business Support Limited).

2. In the event of such loss, damage or delay, Crescent Business Support Limited will make every effort to notify Client immediately.
3. Clients are solely responsible for the appropriate uses of all work undertaken by Crescent Business Support Limited and/ or its contractors including abiding by copyright laws, plagiarism laws and publishing requirements.
4. Crescent Business Support Limited is not responsible for the content of any document supplied to them by the client or their representatives.
5. Crescent Business Support Limited retains the right to reject any work for any client that involves material which Crescent Business Support Limited finds to be illegal, immoral or objectionable.

12. File Back-Up and Data Handling

1. Crescent Business Support Limited will keep all assignments for a period of 6 years after which time they will be deleted from our systems. This is the period of time that an insurance claim can be made.
2. Crescent Business Support Limited stores data on cloud storage with strict privacy settings in place. It is the client's responsibility to advise Crescent Business Support Limited if they have a preference for data handling. We will not accept liability for holding data in this way unless a client has advised us in writing of their preference.
3. Crescent Business Support Limited stores paper files in a separate office which will be locked at all times. Keys will be stowed away in a separate building.

13. Proof Reading/ Editing

1. Final responsibility for proofreading errors in completed work (including manuscripts, dissertations) rests with the client.
2. Crescent Business Support Limited does not accept liability for any errors and will be responsible for rectifying the work only. Crescent Business Support Limited will endeavour to ensure that all documents are free from errors and omissions prior to submission. No further liability is acknowledged.

14. Completed Assignments

All completed assignments can be returned to the client by email, cloud sharing facilities, post or courier as hard copy.

15. End User Responsibility

1. Crescent Business Support Limited is not responsible for the end use of any document produced or edited by us.
2. Clients are solely responsible for its appropriate use, including abiding by any copyright laws, plagiarism laws and publishing requirements.
3. Crescent Business Support Limited is not responsible for the content of any document supplied to them by the client or their representatives.
4. Clients should not pass off plagiarised material as their own original work. Crescent Business Support Limited will assume no responsibility for any plagiarised material supplied by a client and reserves the right to return work, should Crescent Business Support Limited become aware of such inappropriate use.
5. Crescent Business Support Limited retains the right to reject work for any client which involves material Crescent Business Support Limited finds to be illegal, immoral or objectionable.

16. Insurance

Crescent Business Support Limited holds Professional Indemnity insurance, and the details of this are available on request.

17. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Force majeure

If either party to this contract is prevented or delayed in the performance of any of the respective obligations under this contract by "force majeure", then such party shall be excused from performance for so long as such cause or delay shall continue. For the purposes of this contract, "force majeure" shall be deemed to be any cause affecting the performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of either party.