

## Pelican Changing Minds Terms & Conditions of Business

These Terms & Conditions of Business (Ts&Cs) exist for the guidance, clarification and comfort of both parties, ie Pelican Changing Minds and You and/or Your client (hereafter "You"), please read them carefully. Pelican Changing Minds will be pleased to contribute to and will do our utmost to ensure the success of Your project. Before we begin work we would respectfully ask You to observe our Ts&Cs. These will remain valid and binding against all work undertaken by Pelican Changing Minds for You, until further notice. You may be asked to complete a credit reference questionnaire requiring the disclosure of bank details and naming commercial referees.

1. The appointment of Pelican Changing Minds to carry out works on Your behalf, whether instructed in writing or not, and following Your receipt of this document, indicates Your full acceptance of these Ts&Cs. If You do not accept these Ts&Cs fully the onus is upon Yourself to advise Pelican Changing Minds prior to commencement of work. Your failure to do so will be taken as full acceptance of these Ts&Cs. This document and its Ts&Cs, once agreed by You, are binding and may only be varied in writing and any variation must be signed by Your duly authorised representative and Pelican Changing Minds. Each order or additional requirement issued by You will be subject to these Ts&Cs.
2. All orders or instructions received by Pelican Changing Minds on Your behalf will be deemed by Pelican Changing Minds to have been issued by persons with authority to do so.
3. Unless otherwise agreed, the stated cost will not include additions and changes arising to the original brief or to the general needs of the project. Any such additions and changes involving additional input from Pelican Changing Minds will be charged as an extra whether the extent of such cost is pre-agreed by You or otherwise. The cost of any necessary goods or services required to complete works in a professional manner but not specified in the original brief or subsequent estimate shall be met by You, as will any additional sundry costs such as electronic file transfer, CD supply, couriers, postage, carriage and travel or meeting time, etc.
4. Price quotations are valid for 2 months from the date of issue. In the event of cancellation You are responsible for meeting Pelican Changing Minds' costs to the point of cancellation.
5. Our payment terms are strictly 14 days from date of invoice. Pelican Changing Minds operates a strict cash flow management policy that includes the use of Debt Recovery Agents. If in default the client will, by acceptance of our Ts&Cs, be wholly responsible for all costs and expenses in appointing said agents together with the costs of any subsequent court procedures. Delay in settling Your account will place You at risk.
6. On projects which may be ongoing for more than a calendar month we will issue, and You shall accept and pay in full in 14 days, an invoice for work completed to date at the end of each convenient stage or timeframe and not a total cost invoice at completion of the whole project. Post-dated cheques are not acceptable in any circumstances. Unsigned or inaccurately written cheques will be deemed as in default. In the event of a payment default, Your project will automatically be suspended until cleared funds are received by Pelican Changing Minds. Thereafter each new phase will only commence upon our receipt of cleared funds in settlement of the previous phase.
7. Unless Pelican Changing Minds receives objections in writing within 7 days of delivery of goods it will be assumed that the goods supplied have been deemed acceptable You. You will then meet the cost of the goods.
8. Queries relating to invoices must be received in writing by Pelican Changing Minds within 7 days of the date of the invoice.
9. Pelican Changing Minds agrees to make every effort to ensure that Your timescales for delivery are fully met. However, Pelican Changing Minds cannot be held responsible for the acts or omissions of third party suppliers or delivery agents. Pelican Changing Minds will not be held responsible for failures in this respect or for Your relating costs or consequential loss.
10. Pelican Changing Minds is the trading name of Sarah Warner in the capacity of work psychologist.
11. Please be aware that You do not automatically own the Intellectual Property Rights or copyrights of works and content supplied by Pelican Changing Minds. In the event of a dispute causing Pelican Changing Minds to retire from a working arrangement, any work offered prior to that point will remain the discretionary property of Pelican Changing Minds. You warrant that any supplied or approved text or materials does not infringe any Intellectual Property Rights of third parties and that You will indemnify Pelican Changing Minds against any claims arising from a breach of those rights.
12. You are responsible for ensuring full compliance with common law and statutory requirements. Pelican Changing Minds gives no warranty of such compliance.
13. Pelican Changing Minds will not be held responsible for Your expenses or liabilities resulting from inadvertent breach of third party trademark, patent or intellectual copyrights.
14. Pelican Changing Minds is not liable for any failure to perform any of its obligations due to Force Majeure (meaning fire, explosion, flood, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute). In any of these circumstances a reasonable extension of time for the performance of obligations shall be allowed.
15. Provided that Pelican Changing Minds shall use all reasonable endeavours to fulfil its obligations, in no circumstances will Pelican Changing Minds be liable for any loss of profit, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential loss of any nature. The liability of Pelican Changing Minds in respect of each order shall be limited to the price estimate given by Pelican Changing Minds.