

Terms and Conditions of our Service

By using Cambridge Technical Communicators (CTC) services, you agree to our terms of use as set out below.

Our obligations to you

CTC is committed to providing a reliable and high quality service. Our obligations to you include the following:

- Respect the privacy and copyright of any material you supply to us for your review.
- Respond promptly to requests, or, if this is not possible, let you know when we will be able to respond.
- Deal with issues as they arise or let you know if we encounter any problems in delivering our service.
- Follow our internal drafting and review procedure - or any procedures agreed with our client - to ensure the quality of our service.
- Review any material for accuracy and quality before we supply this to you.
- Complete projects within the agreed timeframes, or, where this cannot be achieved due to circumstances outside of our control - or to delays by our client - promptly inform our client that the timeframes will not be met.
- Deliver our service at the price agreed to. Where prices are based on an hourly rate, daily rate or estimates, we will provide regular accounting updates regarding ongoing costs, on either a weekly or monthly basis, or as agreed with our client.

Complaints procedure

If you are not happy with any aspect of your service, please contact your account manager in the first instance. If the issue is not resolved to your satisfaction, you can contact us by emailing info@technical-communicators.com or calling us on 0870 803 2095. You may also write to us at the following address:

Cambridge Technical Communicators Ltd, 7 Fairview Grove, Swaffham Prior, Cambridge, CB25 0LB.

Work and Payment Terms

1. Prices quoted in our price list are subject to change without notice. Prices quoted for typical projects are indicative only, and may vary, depending on your requirements.
2. Prices quoted to you in any correspondence or price quote are valid for 30 days and subject to change if your requirements change.
3. CTC can commence work upon receipt of a Purchase Order or written confirmation from an authorised company employee or representative.
4. A schedule of deliverables and timetable for completion must be agreed between CTC and the client for each project, at the start of the project.
5. Invoice for the full amount + VAT will be sent upon completion of each project. For large projects, we may break down invoicing upon delivery of key project milestones, as agreed with our client.
6. Payment terms are within 30 days of receipt of an invoice from CTC.
7. Late payments are subject to statutory Late Payment Compensation (LPC), according to the Late Payment of Commercial Debts Regulations 2002.

Early project termination and project suspension

1. Refer to your price quote or contract for any special early termination clauses.
2. Our price quotes are generally modular in nature and provide a clear set of milestones and project deliverables. We recognise that in certain circumstances it may be necessary for a client to temporarily suspend or halt a project. In these circumstances, a project may be terminated or suspended upon discussion with CTC, after an agreed milestone or deliverable.
3. If a project is temporarily suspended, as per the above clause, CTC reserve the right to issue a revised quote for the remainder of the project, upon resumption of our service.

4. Where services are charged on a day or hourly rate, the client may terminate the agreement by providing us with 10 day's written notice.
5. Where we have allocated time for your project and/or engaged additional resources or services in order to fulfil your project requirements, we reserve the right to charge in full for any costs incurred by us in providing or reserving these services.

Exclusion of liability

These 'Exclusion of Liability' provisions should be read carefully as they exclude or limit our legal liability in connection with your use of our services. Nothing in these terms and conditions and in particular within the 'Exclusion of Liability' clauses shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

While we have taken all reasonable steps to ensure the accuracy and completeness of our service to you, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the service or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content delivered to you or any part of the content or materials are appropriate or available for use in any jurisdiction where we provide our services. If you use our services from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability (including without limitation) in either contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of our services (which includes without limitation) any errors or omissions and we shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation;
- special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of our services and these terms and conditions.

Use of Materials

While CTC takes all reasonable care to ensure that material provided for your use is free from virus infection, your use of any materials we deliver is at own risk and we do not warrant that the use of any material supplied by us will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content by unauthorised third parties.

While CTC takes all reasonable care to ensure that we have obtained appropriate licenses for any graphics and other third party resources provided for your use, the use of such graphics and other third party resources is at your sole discretion. You acknowledge and agree that, as you have chosen to accept the graphic or third party content we are not responsible for the accuracy of such resources, and shall not be responsible or liable, directly or indirectly, for (i) any privacy infringement, (ii) any copyright infringement or (iii) the use that others make of these graphics or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such resources.

Where graphics are provided as part of our service, we will have granted you the license to display such graphics within the promotional material prepared for you, but not to distribute this graphic for use to other parties or display in other material.

The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

Responsibility

While CTC takes all reasonable care to ensure that what we deliver conforms to the highest standards, we make no warranty or representation that such material is accurate or reliable, or that any service we deliver will always be available, or that we will be able to correct all problems.

Clients are responsible for reviewing any written information or graphics supplied to them, for accuracy, reliability and completeness, and for pointing out defects and enabling us to correct any inaccuracies. Where the scope of changes falls beyond that agreed to in the original price quote and/or contract, CTC reserve the right to charge an additional fee, to be agreed in advance with the client before the commencement of additional changes.

So far as permitted by law, CTC will not be liable for any direct, indirect, incidental or consequential loss or damage that may arise out of your access, use or inability to use CTC's services.

Third Party Products

CTC provides referrals to or purchase of third party products as a convenience only. The inclusion of such third party product in our service is not an endorsement by CTC of the product. It is your responsibility to exercise your own skill and care with respect to any third party service or product.

CTC makes no representation or warranty in relation to any third party products and services that you may obtain through us. CTC will not be liable for any loss or damage that may arise from or relating to a third party. This includes: (i) Graphics, (ii) Software, (iii) Printed materials, (iv) Website hosting, (v) Domains, or (vi) any other third party service offered to you.

Privacy

Any information you give us about yourself will be stored securely on CTC's systems and will not be disclosed to other companies without your consent. Where we are required to disclose information to third party suppliers in order to obtain a price quote on your behalf or complete a service you have ordered through us, your consent will be deemed as granted to us to use our discretion to release such information as may be considered necessary and appropriate in order to obtain an accurate quote or service on your behalf.

Rights

Clients retain copyright over any material or information supplied to us for review, update or inclusion in a project.

CTC holds the intellectual property rights to any original content or graphics prepared on behalf of the client, until payment in full is received for our services. You may download, store in cache, display and print the material and information in an unaltered form for your own personal or internal business purposes only until we have received payment for our services. You must not systematically copy, re-transmit, distribute or commercialise any original material or information provided to you by CTC, which has not been agreed to as part of your project.

In certain instances CTC may grant you a license to the material and not an assignment of copyright. Refer to your price quote for details.

Promotions and Special Offers

We reserve the right to remove any promotional offers displayed on our website or referred to in our marketing literature at any stage, without prior notice. Any such offer does not constitute a binding offer unless we have agreed in writing to delivery to a named customer under the terms of the promotion.

Where an offer includes a free service provided by us, we accept no liability (including without limitation) in either contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the provision of the service. No binding contract will be formed between CTC and the client when services are provided for free.

A "Free Service" is any service provided by us to you for which we have received no monetary compensation and where you are under no contractual obligation to supply anything in return to us or on our behalf. Good will gestures, referrals and token payments received from our clients will not be deemed sufficient consideration under English Law and no mutual obligations between CTC and the client who received the free service will apply in these circumstances.