

Terms and conditions of business

In this agreement "I" and "my" refers to french-entente.com, a URL owned by me, James Clark. My address is Hope House, The Green, Offham, West Malling, Kent ME19 5NN Tel 01732 848725. "You" refers to the Customer. "Consultancy" means the provision of my time, experience and skills to you and the sourcing and engagement of a supplier to perform other services as defined and agreed by you in a work order to me. "Services" means the services which you have engaged me to obtain on your behalf by a supplier; "supplier" means a third-party e.g. plumber, which I, acting as your agent and not as principal, have engaged for you to carry out services at your request.

(1) I am a sole trader working for my own account and you have engaged me to provide you with consultancy which may include the arrangement of services to be carried out for you by a supplier. Where the services should be carried out only by a supplier with suitable qualifications and/or insurance, I shall use reasonable endeavours to ensure that any supplier chosen to perform the services shall be so qualified/insured.

(2) Where I have engaged a supplier to carry out the requested services as defined by you in your work order to me, unless you have expressly requested or agreed to a particular supplier or a specific charge for the services, I shall make reasonable efforts to ensure that the supplier's charges for providing the services are reasonable having regard to the local market rate for such services. However, I give no warranty as to any supplier's charges for any services which have been ordered, negotiated or arranged by you direct with the supplier without my intervention.

(3) Whilst I shall endeavour to ensure that any supplier selected is competent to carry out the services to a proper standard of workmanship and quality, I shall not be liable if his performance falls below that standard.

(4) My time, experience and skills, which is what you are purchasing from me, will be charged at a rate agreed between us. Any change will be advised and agreed before you commit to new work. VAT at the standard rate will be added as applicable.

(5) My office hours are 8am to 6pm Monday to Friday excluding Christmas Day, Good Friday and bank holidays. If at your request I carry out tasks for you outside my office hours my charges will bear an uplift.

I shall not be responsible for the security of communications sent by me to you or others in relation to the services by email or fax. Please let me know if, at any stage, you do not wish me to use email or fax for communications.

I intend to rely upon the written terms set out here. If you require any changes, please make sure that you ask for them to be put in writing. In that way, I can avoid any problems surrounding what you and I are each expected to do. This agreement represents the entire agreement between us. No other representation made before or after this agreement will be binding on me and I will not be responsible for them.

In the event that you engage me to arrange for services to be performed at a particular location, you will give reasonable access to such location (including to the interior of any premises) to me and my employees and agents and to the supplier and its employees and agents as may be necessary for the services to be performed without hindrance.

You will be responsible for obtaining from other party (e.g. landlord) or any government or competent authority any consents that may be necessary for the services to be provided.

I will not be liable under this agreement for any loss or damage caused by me or my employees or agents in circumstances where (i) there is no breach of a legal care of duty owed to you by me or by my employees or agents; or (ii) such loss or damage is not a reasonably foreseeable result of any such breach; or (iii) any increase in loss or damage resulting from the breach by you of any term of this agreement.

I will not be liable under this agreement for any loss or damage caused by the supplier its employees or agents.

I shall not be liable to you if any document procured by me for you is subsequently found not to be genuine or if it is not accepted by any other party as genuine, however I shall use all reasonable endeavours to ensure that such documentation is genuine and bona fide.

I shall not be liable to you if I do not perform my tasks, or the services are not performed by any third party, for reasons beyond my control e.g. strike, lockout, labour dispute, transport difficulties, act of God, war, riot, civil commotion, malicious damage, application of law, accidental breakdown of plant and machinery, fire, flood, storm and other circumstances affecting the provision of goods and services.

In any case my liability to you will not exceed the amount that you are paying me for my consultancy.

Suppliers charges for the performance of the services will at all times be payable by you, unless I have agreed otherwise. If it has been agreed that I shall tender payment for the services to any supplier, it will be on the basis that I do so as your agent and that you refund any such payment to me immediately upon demand save to the extent that you have provided the necessary funds beforehand.

Payment of charges for my tasks shall be payable on invoice. Interest at 2% pa over the base rate from time to time of Barclays Bank plc will be charged upon any balance due which remains unpaid 14 days after invoice (both before and after judgement).

Any complaint you wish to make about the performance or conduct of a supplier should be addressed to the supplier. I would however, request you to notify me of any such complaint, since it would assist us in assessing, for future use, the adequacy of the supplier as a provider of the relevant services.

I endeavor to provide a high quality service to you in carrying out my tasks. If you are unhappy at any time about how I perform my tasks for you, please contact the me at my address, and I would seek to investigate any such complaint as soon as is reasonably possible and report back to you. This does not affect your statutory rights.

CANCELLATION AND COOLING-OFF PERIOD.

You have received a copy of this agreement before my tasks have been performed. You have a right to cancel this agreement within one week of that date, except where (i) I have performed all or part of my tasks (ii) the services have been performed or (iii) the supplier has been engaged by me on your behalf.

If you wish to cancel, you must notify me in writing, at the office address shown overleaf, so that I receive it within one week of the date shown overleaf.

If you cancel your order I shall (i) charge you for the tasks I have carried out for you up to the time I have received notice of cancellation at the rate mentioned in clause 3 (iii) any money paid by me for goods reasonably required in the procurement of the services or the carrying out of my tasks.

I reserve the right to cancel this agreement at least a week before the intended date of performance of the services, without giving reasons, and I shall use reasonable endeavours to notify you of any such cancellation as soon as reasonably practicable to do so.

I may make a search in relation to your financial status with a credit reference agency, which will keep a record of that search I may also make similar enquiries about your directors.

Save to the extent that disclosure might be required by law, I shall keep confidential to you all information about you and I shall not disclose any information about you to any other party except to a supplier to the extent that such disclosure is necessary to enable the supplier to perform the services.

I may monitor visits to my web site and retain information about you (e.g. the use of cookies and other computer-held or computer-generated data).

Any notice or communication which is given under the terms of this agreement or in relation to my tasks shall be served by first-class post (in the case of a notice being sent to me, to my main office address) and shall be deemed to have been received on the second working day after posting, or email which shall be deemed to be received on the day of transmission if sent before 4pm or the next working day if sent after 4pm.

If any of the provisions of this agreement are unenforceable such provisions shall be severed from this agreement and the remainder of the provisions shall remain in full force and effect. This agreement shall be construed in accordance with English law and I and you agree to submit to the exclusive jurisdiction of the English courts.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. I may assign our rights and obligations under this agreement. You may not assign your rights and obligations under this agreement.