

## **Standard Terms and Conditions**

### **1. Payment Terms**

Charges for ongoing work will be invoiced at the end of each month. Terms are net 30 days. Services may be terminated at HJS Essentia's discretion if payment is not made in accordance with these terms. HJS Essentia Ltd reserve the right to charge interest on all amounts overdue at 5% above the Bank of England base rate in force at the time the amounts are overdue.

### **2. Targets**

All forecasts for 'deliverables', are estimated in good faith using experience and judgment and do not constitute a guarantee.

### **3. Training**

HJS Essentia Ltd ensures that any person or persons dealing with technical issues has appropriate training for the task before any call is carried out.

### **4. Review Meetings**

The account manager will be available for review meetings, frequency to be decided at project implementation stage, but to include the briefing meeting at the beginning and close out meeting at the end of any project based work.

### **5. Termination for Breach**

HJS Essentia Ltd shall be entitled to determine this agreement forthwith on: -

Failure on the part of The Client to make punctual payment of all sums due to HJS Essentia Ltd.

The levying of any distress or execution against The Client or the making by The Client's liquidation (other than a member's voluntary liquidation).

Doing or permitting of any act by which HJS Essentia Ltd's rights in any intellectual property are prejudiced into jeopardy.

### **6. Force Majeure**

HJS Essentia Ltd and the client shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible, whereupon all money due under this agreement shall be due and paid immediately

### **7. Professional Standards**

In rendering IT and Communication services, HJS Essentia Ltd shall comply with all statutory requirements and regulations in force at the time the services are performed.

## 8. Confidentiality

HJS Essentia Ltd shall, during and after a client's tenure, take all reasonable steps to ensure that all proprietary and confidential information supplied by a client to HJS Essentia Ltd, its employees, agents or subcontractors pursuant to the supply of Telemarketing is not disclosed to any third party, except to the extent necessary for HJS Essentia Ltd to deliver its services by agreement.

## 10. Ownership

Ownership and all copyright of ideas, methodologies and manner of presentation (including briefs, proposals and reports) are the property of HJS Essentia Ltd.

## 11. Proper Law

This agreement shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England.

## 12. Soliciting Staff

The Client shall not, for a period of 12 months following cessation of this agreement, cause, encourage or assist any of HJS Essentia Ltd employees to leave its services or to do anything which if done by The Client would be a breach of this agreement.

## **Privacy Policy**

This privacy policy sets out how HJS Essentia Ltd uses and protects any information that you give HJS Essentia Ltd when you use this website.

HJS Essentia Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

HJS Essentia Ltd may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 01/01/2009.

### 1. What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

### 2. What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping.

We may use the information to improve our products and services.

We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

### 3. Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### 4. How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### 5. Links to other websites

Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### 6. Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes

if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@hjsessentia.co.uk](mailto:info@hjsessentia.co.uk)

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you

promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to [address].

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address.

We will promptly correct any information found to be incorrect.