Quick links

About our AGREEMENT 2
Starting the AGREEMENT 2
1. About the work 2
a. What's included 2
b. Quality standards 2
c. Communication standards 2
d. What we need from you 2
e. Working with us 3
f. Resolving problems 3
g. Breaking the AGREEMENT 3
2. How we work 3
a. Our business model 3
b. Working location 3
c. Working hours 3
d. Timelines 3
e. Intellectual property (IP) and copyright 4
f. Confidentiality 4
g. Our marketing 4
h. Insurance 4
3. About PAYMENTS 4
a. Working arrangements 4
b. PAYMENT terms 4
c. Deposits, prepayments and staged payments 4
d. Retainers 5
e. Retainer rollovers 5
f. Extras 5
g. Late PAYMENT and non-PAYMENT 6
h. VAT 6
i. Tax and withholdings 6
4. About ending our AGREEMENT 6
5. Definitions 7
6. Final important subjects 8
a. Data privacy 8
b. Limit/Exclusion of liability 8
c. Indemnity 9
d. Waiver 9
e. Severability 9
f. Law and jurisdiction 9

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About our AGREEMENT

This document sets out the basic terms that apply to all the work that we do - it is called our TERMS.

Our AGREEMENT is made up of these TERMS, the BOOKING, and the DATA PROCESSING FORM.

As this is a legal document, some words and phrases have a special meaning. These are shown in UPPER CASE. You'll find all the definitions in section 5 below.

Starting the AGREEMENT

This AGREEMENT begins when:

- you sign and return our BOOKING

  or

- you tell us to start work, preferably in writing.

1. About the work

a. What's included

Please see the BOOKING for full details of the work covered by our AGREEMENT. Minor changes can be agreed by written exchange. For major changes, we'll issue a new BOOKING. If you'd like additional work, we'll send you a new quote.

b. Quality standards

We work to professional quality standards.

If you have your own SLAs and KPIs please make sure they are accessible.

c. Communication standards

The BOOKING explains our communication channels and key dates. Using different communication channels may result in delay or messages being overlooked.

d. What we need from you

- Before we start, we need you to appoint one person to be our main contact. This person should have the authority to agree PAYMENTS and make changes to the BOOKING. We won't be able to order goods for you or deliver SERVICES to you unless that person has authorised it.

- So that we can deliver the work detailed in the BOOKING in line with your timetable, you should send us the information we ask for by the date we require it. If you don't provide what we need on time, we may need to reschedule your work.

- Importantly, we need you to PAY us by the due date shown on each invoice. If you don't, we may put further work on hold until your PAYMENT arrives.

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e. Working with us

- If necessary to meet your deadlines, provide specific expertise, or cover for absence, we may delegate some or all your work to our team members, employees or associates.
- Our team are under contract to work with our customers only through us. If you want one of our team to work directly for you, you must ask us first. If we agree to release them from their contract, it will be for a fee to cover our costs to find, recruit and train a substitute, plus our resulting loss of profit in that time.

f. Resolving problems

If the work we do seems to vary from your expectations, you should tell us and what it will take for us to get back on track. Similarly, we will do the same for you.

g. Breaking the AGREEMENT

- If you (as the customer) or we (as the supplier) fail to comply with any part of this AGREEMENT, it's called a BREACH.
- In this case, the complaining party may send an email identifying the term in the AGREEMENT that they say has been breached and what needs to be done to fix it.
- If the BREACH can be and is remedied within 14 days, the AGREEMENT continues.
- If the BREACH can't be or isn't remedied within 14 days, the complaining party can end the AGREEMENT by sending a written notice to terminate.

2. How we work

a. Our business model

As an independent business, our work is not under your direction or control. While working for you, we can continue to market our services and work for other clients. Unless stated otherwise in the BOOKING or DATA PROCESSING FORM, we'll provide all the tools and equipment required to deliver the SERVICES.

b. Working location

Usually, we work at our own premises.

c. Working hours

Our usual working hours are stated on our website or in the BOOKING.

d. Timelines

- When you brief us, you should specify your priorities and timelines so we can plan your work accordingly.
- If we won't be able to meet any of your deadlines, we'll let you know in advance.
- If you don't provide us with the information we need, when we need it, we will be unable to meet your deadline.

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e. Intellectual property (IP) and copyright

- We own the IP and copyright for all information and documents we create while we're working for you. Once you've paid us in full, ownership will transfer to you for unique MATERIALS we've created specifically for you, and we won't use any part of your work for anyone else. We'll always retain ownership of our own templates, structures and methodologies.

- You must not send us anything that will breach someone else's RIGHTS.

f. Confidentiality

- We will only use your CONFIDENTIAL INFORMATION to perform the SERVICES, or if we are required to disclose it by law. We may keep some CONFIDENTIAL INFORMATION to keep a record of what we did for you. We will handle PERSONAL DATA in accordance with our data privacy policy and the DATA PROCESSING FORM.

- You agree that you will not disclose or use our CONFIDENTIAL INFORMATION except to support and administer our AGREEMENT.

g. Our marketing

We're proud of our clients. Unless you tell us not to in writing, you grant us permission to mention your name, logo and a general description of what we've done for you in our marketing. This may include our portfolio, website and social media.

h. Insurance

If we are insured for Professional Indemnity, Public Liability or IR35, it will say so in the BOOKING. If you'd like to see our certificates and policy terms, please ask.

3. About PAYMENTS

a. Working arrangements

There are various ways to use our services. The arrangement that applies to you is explained in the BOOKING.

b. PAYMENT terms

Payment is due by the date shown on the invoice unless the BOOKING states a different timescale.

c. Deposits, prepayments and staged payments

Deposits and prepayments are due for PAYMENT before work commences and are not refundable.

Staged PAYMENTS are due on the dates set out in the BOOKING.

- If you don't PAY on time, it may delay the work even if you have accepted the TERMS and asked us to start.

- If you have paid in advance, we'll apply the amounts to your invoices in the order they're issued. These PAYMENTS must be used within the time specified in the BOOKING. The amounts can't be transferred or refunded.

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- Consumers only: If you are buying from us as a 'consumer', rather than trading with us as a business, you're entitled to claim a refund of any unused prepayments. We'll charge you at the appropriate rate for the work that's already been done.

d. Retainers

If we're working for you on a retainer basis:

- we'll invoice retained work in advance of each month it covers, and will start work once you PAY
- we are both on one month's notice unless the BOOKING says otherwise. If you ask us for extra work that goes beyond the original scope, we'll charge you at the equivalent to our normal hourly rate (unless a different fee is stated in the BOOKING).

e. Retainer rollovers

- You don't have an automatic right to rollover unused time from one month to the next.
- If you always PAY our invoices fully and promptly, we may agree that a maximum of 10% of unused time can be rolled over to the next month. If you don't use your rollover time in the following month, it will be lost.

f. Extras

In certain situations, we have the right to charge extra. These include:

Working outside the scope of the BOOKING:

If you ask us to do:

- extra work
- out-of-hours work
- urgent work (less than 24 hours' notice)
- work that is both out-of-hours and urgent, you will incur more than one surcharge

Expenses we incur while working with you:

- if you ask us to travel to another site, we'll add travel time and expenses to your invoice.
- if we incur expenses on your behalf
- if you PAY by PayPal, credit card or another payment method specified in the BOOKING

Costs or losses we incur because of the way you want to work with us:

If you:

- want us to agree a higher level of liability or require us to increase our level of insurance cover
- deduct or withhold tax and/or NI from our fees
- ask us to work under an umbrella company

Other things that take time outside the scope of the BOOKING:

If you:

- make additional requests after the work is completed, such as asking us to arrange a

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handover, or responding to your email enquiries
- ask us to provide you with information because you're being audited
- ask us to provide receipts or other paperwork because you need to prove our tax status to HMRC as one of your suppliers.

g. Late PAYMENT and non-PAYMENT

If you PAY late, your work will be put on hold and we have the right to charge interest at the daily compounding rate set out in the BOOKING.

h. VAT

If we're VAT-registered, we'll add the appropriate VAT amount on your invoices.

i. Tax and withholdings

We are entitled to be paid our fees without withholdings or deductions, and we will pay our own tax and National Insurance (NI).

To ensure we receive the fee quoted in the BOOKING, we'll charge you extra to recover the shortfall in the following circumstances:

- if you bring the AGREEMENT within the scope of IR35 (or any other tax obligation that means you have to withhold tax from our invoices) because of something you do or fail to do

  and/or

- if you deduct PAYE and/or NI from our invoices

  and/or

- if you insist we work under an umbrella company.

If you are involved in a dispute with your tax authorities over our AGREEMENT, we will assist you on request by producing receipts and other existing paperwork.

4. About ending our AGREEMENT

There are various ways our AGREEMENT can end:

- automatically, on the completion date stated in the BOOKING, or when the work is finished (if sooner)
  or

- if either party gives, in writing, the length of notice specified in the BOOKING

  or

- if either party gives notice in writing in line with clause 1.g above that the AGREEMENT has ended.

All existing rights established by the AGREEMENT continue unaffected after termination.

Once the work is complete, please delete our contact details from ongoing email groups, Slack channels and WhatsApp chats and don't copy us into further correspondence, otherwise we may charge you for the time it takes us to respond.

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5. Definitions

AGREEMENT	means the legally binding contract made up of the BOOKING, the TERMS and the DATA PROCESSING FORM.
BOOKING	means the Booking Form (setting out the details of our two organisations; the work we will do for you; and other terms and conditions about the arrangements specifically between us). The Booking Form may be amended or updated through our agreed project management channels by us both agreeing in writing to the change;
BREACH	A breach occurs when one of us fails to comply with any of their obligations under the AGREEMENT.
CONFIDENTIAL INFORMATION	means all information that one of us discovers about the other through our connection and which is about or relates to the other's business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or people (including directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors). However CONFIDENTIAL INFORMATION does not include information that is openly published by the party, nor information that is publicly available without breach of our respective confidentiality obligations.
DATA PRIVACY LAW	means the Data Protection Act 2018 incorporating the EU General Data Protection Regulation 2016/679 into English law, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended or replaced from time to time.
DATA PROCESSING FORM	means either the data processing agreement issued by you and agreed by us, or our Data Processing Form completed by you, setting out the framework of the processing of personal and other data required by the BOOKING, and any collateral Data Processing Agreements that we decide to implement after discussion between us.
MATERIALS	means written, audio and visual materials used or produced in the course of or to support delivery of SERVICES, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, reference material, prototypes.
PAY, PAYMENT	payment has only occurred when we have received cleared funds in our account.
PERSONAL DATA	means information about identifiable living individuals.

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RIGHTS	means intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and the right to apply for or register any such protection, and all rights relating to trade secrets and other unpublished information.
SERVICES	means the work to be supplied or the outcomes to be achieved by us, as set out in a BOOKING.
TERMS	means this document.
"you"	refers to the person, firm or organisation for whom we will provide SERVICES.
"we" and "us"	Whether a solopreneur or a group of connected individuals, "we" and "us" refers to the person, firm or organisation agreeing to provide SERVICES.

6. Final important subjects

a. Data privacy

- We can't process third party PERSONAL DATA for you until you have given us written data processing instructions, either by using your own data processing agreement or our data processing form (provided with this AGREEMENT).
- We will handle and process third party PERSONAL DATA in line with the DATA PROCESSING FORM.
- If we have to transfer third party PERSONAL DATA overseas, you agree to enter into appropriate additional agreements as needed for UK GDPR compliance.
- Where we are acting as the DATA CONTROLLER, we handle and process your PERSONAL DATA in line with our DATA PRIVACY POLICY.

b. Limit/Exclusion of liability

Our fee rates are based on the following liability limits.

- Nothing in these TERMS will exclude or restrict liability that cannot legally be excluded or restricted.
- Force majeure: we will not be liable for failure or delay in providing SERVICES due to circumstances beyond our control.
- We are not liable for any indirect or consequential losses or expenses you may suffer, including (but not limited to): your anticipated profits, goodwill, reputation, business receipts or contracts, and any third-party claims against

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you.

- There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors for the performance or non-performance of any goods and services we supply.
- In any event our maximum financial liability to you will be the fees you paid us for the action/s that gave rise to the liability.

You can have different liability limits provided you pay the insurance premiums necessary for us to get you the cover you want.

c. Indemnity

You agree to compensate us fully for any fines, costs, expenses, losses or other harms that we suffer because we used material you provided in breach of clause 2, or because we followed your unlawful instruction or your request for us to act in an unlawful way.

d. Waiver

If we choose not to enforce any part of this AGREEMENT at any time, it doesn't prevent it from being enforced another time.

e. Severability

If it is necessary to remove a word or words from the AGREEMENT to make a provision enforceable, then that shall be done to the minimum extent necessary to achieve the effect of that provision, and this shall not affect the enforceability of the other provisions of the AGREEMENT.

f. Law and jurisdiction

Where there is a dispute which we cannot resolve amicably, this AGREEMENT is subject to the exclusive jurisdiction of the courts of our country (as set out in BOOKING) applying our local laws.

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