**Hunter & Co. Administrative Support - Terms and Conditions of Service**

**Effective Date:** 31st July 2025

These Terms and Conditions ("Terms") govern the provision of administrative support, document drafting, proofreading, scribing, and email composition services (the "Services") by Hunter & Co. Administrative Support ("Hunter & Co.", "we", "us", or "our") to you, the client ("Client" or "you").

By engaging Hunter & Co. for Services, you agree to be bound by these Terms.

**1. Scope of Services**

1.1. Hunter & Co. will provide the Services as specifically outlined in a separate Proposal for Work ("Proposal") or as otherwise mutually agreed in writing (e.g., via email confirmation of a task). The Proposal will detail the specific tasks, deliverables, estimated hours, and any project-specific pricing.

1.2. Any work requested by the Client outside the agreed scope of Services in the Proposal will be treated as an additional request and may be subject to a separate quotation and agreement. We will inform you if a request falls outside the agreed scope before proceeding.

1.3. Hunter & Co. reserves the right to decline any work that falls outside of our expertise or capacity, or that we deem inappropriate or unlawful.

**2. Client's Responsibilities and Expectations**

2.1. **Provision of Information:** The Client agrees to provide all necessary information, materials, and access (e.g., to documents, systems, or specific instructions) required for Hunter & Co. to perform the Services in a timely and complete manner. Delays caused by the Client's failure to provide such information may impact project timelines.

2.2. **Clarity of Instructions:** The Client is responsible for providing clear, comprehensive, and timely instructions for all tasks. Any ambiguities or changes in instructions may result in delays or additional charges.

2.3. **Review and Approval:** The Client is responsible for promptly reviewing all deliverables provided by Hunter & Co. and providing feedback or approval within agreed timescales. Unless otherwise specified, deliverables will be deemed approved if no feedback is received within 48 hours / 3 business days of delivery.

2.4. **Availability:** The Client agrees to be reasonably available for communication (e.g., via email, phone, or video call) during the agreed working hours to facilitate the smooth execution of Services.

2.5. **System Access:** If system access (e.g., email accounts, CRM, calendar) is required, the Client will provide secure, temporary access credentials and ensure that appropriate permissions are granted for Hunter & Co. to perform the Services. The Client is responsible for revoking access upon termination of the agreement or completion of the relevant Services.

**3. Hunter & Co.'s Responsibilities and Expectations**

3.1. **Professional Service:** Hunter & Co. will perform the Services with reasonable care, skill, and diligence, in a professional and efficient manner, commensurate with industry standards.

3.2. **Communication:** We will maintain clear and regular communication with the Client, providing updates on progress and promptly addressing any queries or concerns.

3.3. **Confidentiality:** Hunter & Co. treats all Client information, data, and business affairs as strictly confidential. We will not disclose any confidential information to third parties without prior written consent from the Client, except where required by law. This obligation continues after the termination of the agreement.

3.4. **Data Protection (GDPR Compliance):** Hunter & Co. is committed to protecting your privacy and personal data. As a Sole Trader, we comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. \* We will only process personal data necessary for the provision of the Services as outlined in our Privacy Policy (available upon request or on our website). \* We implement appropriate technical and organisational measures to ensure the security of any personal data shared with us. \* The Client confirms that they have the necessary legal basis (e.g., consent, legitimate interest, contract) for sharing any personal data with Hunter & Co.

**4. Fees and Payment Terms**

4.1. **Pricing:** Fees for Services will be as set out in the agreed Proposal or otherwise communicated in writing. All prices are quoted in Great British Pounds (GBP) and are **exclusive of VAT**, as Hunter & Co. Administrative Support is not currently VAT registered.

4.2. **Invoicing:** Invoices will be issued bi-weekly / monthly or upon project completion as agreed in the Proposal.

4.3. **Payment Due Date:** Invoices are due and payable within **14 calendar days** from the date of the invoice.

4.4. **Late Payment Fees (Applicable to Business-to-Business Clients):** \* In the event that an invoice remains unpaid after the due date, Hunter & Co. reserves the right to charge **statutory interest** on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. This interest will be calculated at **8% above the Bank of England base rate** (published at the time the debt becomes overdue). Interest will accrue daily from the day following the due date until full payment is received. \* In addition to interest, the Client will also be liable to pay a **fixed sum compensation** for late payment, in accordance with the same Act. This compensation will be: \* **£40** for debts up to £999.99 \* **£70** for debts between £1,000.00 and £9,999.99 \* **£100** for debts of £10,000.00 or more \* Hunter & Co. reserves the right to suspend or cease Services if invoices are overdue by more than 60 days, without prejudice to any other rights or remedies available.

4.5. **Payment Method:** Payments can be made via bank transfer or standing order to the account details provided on the invoice.

**5. Intellectual Property**

5.1. Upon full payment for the Services, all intellectual property rights in the work product created by Hunter & Co. specifically for the Client under this agreement (e.g., drafted documents, proofread content) will transfer to the Client.

5.2. Hunter & Co. retains all intellectual property rights in any tools, methodologies, templates, or pre-existing materials used to deliver the Services, unless otherwise agreed in writing.

**6. Limitation of Liability**

6.1. Hunter & Co. will exercise reasonable care and skill in performing the Services. However, we shall not be liable for any loss, damage, or delay caused by circumstances beyond our reasonable control.

6.2. Hunter & Co. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, or loss of data, arising from or in connection with the Services provided.

6.3. Hunter & Co.'s total aggregate liability to the Client for any and all claims arising out of or in connection with these Terms or the Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client to Hunter & Co. for the specific Services giving rise to the claim in the [e.g., preceding six (6) months] period.

6.4. While every effort is made to ensure accuracy, the Client acknowledges that the final responsibility for the content, accuracy, and legality of any documents, communications, or data rests solely with the Client.

**7. Confidentiality**

(As detailed in 3.3, but often given its own distinct section for emphasis) 7.1. Both parties agree to keep confidential all non-public information received from the other party in connection with this agreement, including but not limited to business plans, client lists, trade secrets, and financial information. 7.2. This confidentiality obligation does not apply to information that is publicly known, already known by the receiving party, or is required to be disclosed by law.

**8. Term and Termination**

8.1. **Term:** These Terms will commence on the date the Client engages Hunter & Co. for Services and will continue until the completion of the Services as outlined in the Proposal, or until terminated earlier in accordance with these Terms.

8.2. **Termination by Either Party:** Either party may terminate the agreement for convenience by providing 14 calendar days' written notice to the other party.

8.3. **Termination for Breach:** Either party may terminate the agreement immediately by written notice if the other party commits a material breach of these Terms and fails to remedy that breach within 7 days of receiving written notice of the breach.

8.4. **Effect of Termination:** Upon termination: \* The Client will pay for all Services rendered by Hunter & Co. up to the effective date of termination, including any costs incurred and non-cancellable commitments made on the Client's behalf. \* Hunter & Co. will cease all work and return any Client materials and data as agreed. \* Clauses relating to confidentiality, intellectual property, limitation of liability, and governing law shall survive termination.

**9. Force Majeure**

Neither party shall be liable for any failure or delay in performing their obligations under these Terms where such failure or delay results from any cause that is beyond the reasonable control of that party (e.g., acts of war, terrorism, natural disasters, widespread internet outages, pandemics).

**10. Governing Law and Jurisdiction**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of **England and Wales**. Both parties irrevocably agree that the courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation.

**11. General Provisions**

11.1. **Entire Agreement:** These Terms, together with any agreed Proposal, constitute the entire agreement between the parties and supersede all prior discussions, agreements, or understandings, whether written or oral.

11.2. **Variations:** Any variation to these Terms or the Services must be agreed in writing and signed by both parties.

11.3. **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.4. **No Partnership or Agency:** Nothing in these Terms is intended to, or shall operate to, create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other.

**Hunter & Co. Administrative Support** [Your Name (Gemma Hunter)]