

Open Voice Lab Terms and Conditions

As we accept your order and make a legally enforceable agreement, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please get in touch info@openvoicelab.co.uk or 07788 646993 / 07449 435822.

Application

1. These terms and conditions will apply to the purchase of services by you (the customer / you) from Open Voice Lab Ltd (we / us / our).
2. These are the terms and conditions on which we sell all services to you. By ordering any of the services you agree to be bound by these terms and conditions.
3. You are deemed to have accepted these terms and conditions when you accept our quotation or from the date of any performance of the services (whichever happens earlier) and these terms and conditions and our quotation (contract) are the entire agreement between us.
4. The Contract constitutes the entire agreement between the parties and supersedes any prior discussions or representations, except where expressly agreed in writing.

Interpretation

5. Contract means the legally binding agreement between you and us for the sale and purchase of services.
6. Services means consultancy, training, engagement delivery, digital and communication services supplied by us, as detailed within the quotation.
7. Order means the customer's order for services, as detailed in the quotation.
8. The headings in these terms and conditions are for convenience only and do not affect their interpretation.
9. Words imparting the singular number shall include the plural and vice versa.

Good and services

10. The description of services will be set out in your quote.
11. It is your responsibility to check your quote to ensure it is correct and that any information you have provided is accurate.

Basis of sale

12. The description of services on our website or social media does not constitute a contractual offer to sell you services.
13. When an order for services has been made, we can reject it for any reason, although we will try and tell you the reason without delay should the need arise.
14. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
15. No variation of contract, whether about description of services, price or otherwise, can be made after it has been entered into unless agreed in writing, save for any fee review carried out under clause 27.

Services

16. We will use reasonable care and skill in our performance of the services which will comply with the quotation including any specification in all material respects. We can make any changes to the services which are necessary to comply with any applicable laws or safety requirement, and we will notify you if this is necessary.
17. We will use our reasonable endeavours to complete the performance of services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations.
18. All of these terms and conditions apply to the supply of any services unless we specify otherwise.

Your obligations

19. You must obtain any permissions, consents, licences, or otherwise that we need and must give me access to any and all relevant information, materials, properties and any other matters which we need to provide the services.
20. If you do not comply with clause 19, we can terminate the services.
21. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (your obligations).

Client responsibility and approval

22. You are responsible for providing any approvals, decisions, or feedback necessary for the timely delivery of the goods and services.
23. We may rely on any information, materials, or instructions provided by you in good faith, and you warrant that such information is accurate and complete.

Fees

24. The fees (fees) for the services are set out in the quotation and are on a time and material basis.
25. In addition to the fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence, and any other associated expenses b) the cost of services provided by third parties and required by us for the performance of the services c) the cost of any materials required for the provision of the services.
26. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable rate, in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 23 also apply to these additional services.
27. For ongoing monthly or retained services, fees may be reviewed every 12 months to reflect inflation, increased costs, market conditions, or changes in scope. Any revised fees will take effect following at least 30 days' written notice.

Cancellation and amendment

28. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 30 days from the date of the quotation (unless the quotation has been withdrawn).
29. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
30. If you want to amend any details of the services, you must tell us in writing as soon as possible. This will be subject to negotiation and a new quotation to be agreed.
31. If, due to circumstances beyond our control, including those set out in the clause 51 below (circumstances beyond a party's control), we must make any change in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

32. The price of the services, and the total price of them, is set out in the quotation.
33. We will invoice you for payment of fees for 50% the total amount on start, and then 50% on completion, or as otherwise outlined in the quotation document.

34. You must pay the fees due, via BACS or direct debit, within 30 days of the invoice date or otherwise in accordance with any credit terms agreed between us.
35. Time for payment shall be of the essence of the contract.
36. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at a rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
37. All payments under these terms and conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off, or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
38. If you do not pay within the period set out above, we can suspend any further provision of the services and cancel any future orders.

Termination

39. We can terminate the provision of services immediately if you:
 - a. Commit a material breach of your obligations under these terms and conditions, or,
 - b. Fail to pay any amount due under the contract on the due date for payment, or,
 - c. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor, or,
 - d. Enter into a voluntary arrangement under part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors, or,
 - e. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

- 40. We reserve all copyright and other intellectual property rights which may subsist in any services supplied in connection with the provision of the services.
- 41. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 42. We reserve the right to use products developed in the provision of
- 43. services (e.g. videos, assets, artwork) for the promotion of our business, unless agreed otherwise.
- 44. We will be responsible for collecting consent from anyone we work with for the completion of services (videos, photographs, quotes) on your behalf. Should that person withdraw their consent at any time (as per their rights) we will liaise with you as soon as possible to ask that you also delete the asset/s and do not use them as per the person's request.

Confidentiality

- 45. Each party agrees to keep confidential all information obtained during the provision of the Services and not disclose it to third parties except where required by law.

Liability and indemnity

- 46. Our liability under these terms and conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 47. The total amount of our liability is limited to the total amount of fees payable by you under our contract.
- 48. We are not liable in connection of our provision of the services of performance of any of our other obligations under these terms and conditions or the quotation for:
 - a. Any indirect, special or consequential loss, damage, cost or expenses or,
 - b. Any loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption, or other third-party claims, or,
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control, or,
 - d. Any losses caused directly or indirectly from the choice of services and how they will meet your requirements, or your use of the services supplied in connected with the services.

- 49. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 50. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Limitation on Third Party Reliance

- 51. We are not liable for any delays, costs, or issues arising from failure to provide timely approvals, information, or access.
- 52. Any goods, services, or advice provided under this Contract are intended solely for your use without our prior written consent. No third party may rely on them unless we have expressly agreed in writing.

Privacy

- 53. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regards to your personal information.
- 54. For the purpose of these terms and conditions:
 - a. 'Data protect laws' means any applicable law relating to the processing of personal data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
 - c. 'Data controller', 'personal data' and 'processing' shall have the same meaning as in the GDPR.
- 55. We are a data controller of the personal data we process in providing services to you.
- 56. Where you supply personal data to us so we can provide services to you, and we process that personal data in the course of providing services to you, we will comply with our obligations imposed by data protection laws:
 - a. Before or at any time of collecting personal data, we will identify the purposes for which information is being collected.
 - b. We will only process personal data for the purposes identified.
 - c. We will respect your rights in relation to your personal data, and,
 - d. We will implement technical and organisational measures to ensure your personal data is secure.
- 57. For any enquiries or complaints regarding data privacy please get in touch.

Circumstances beyond a party's control

- 58. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the

reasonable control of that party. Such causes include, but are not limited to industrial action, civil unrest, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the party in question. If the delay continues, for a period of 90 days, either of us may terminate or cancel the services to be carried out under these terms and conditions.

Communications

59. All notices under these terms and conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
60. Notices shall be deemed to have been duly given:
- a. When delivered, if delivered by a courier or other messenger (including registered email).
 - b. When sent and a successful return receipt is generated.
 - c. On the fifth business day (e.g. Monday to Friday) following mailing, if mailed by national ordinary mail.

No waiver

61. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

62. If one or more of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these terms and conditions (which will remain valid and enforceable).

Law and jurisdiction

63. The contract (including any non-contractual matters) is governed by the law of England and Wales.
64. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.