

Terms and Conditions



1. Definitions

In these Conditions (unless the context requires otherwise) the following definitions apply:

"Advance Fee" means the payment received before work has started which is considered instruction for work to commence.

"Customer" means the person or firm who purchases Services from MONEY RECLAIM EXPERT LIMITED.

"Force Majeure Event" means an event beyond the reasonable control of MONEY RECLAIM EXPERT LIMITED including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

"Insolvent" means, in respect of a party to this Agreement, when that party is unable to pay its debts when due, or any of the following happens to it under its national laws for the protection of debtors (or like circumstances arise or like actions are taken): (a) the party is determined to be bankrupt or insolvent or the process to make this determination has started; (b) the party has a receiver, administrator or liquidator appointed for it; (c) the party makes an arrangement or composition with, or an assignment for the benefit of, its creditors; or (d) the party goes into either voluntary (other than for reconstruction or amalgamation) or compulsory liquidation.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Services" means the services that have been agreed at the point of sale which is also detailed in the client invoice.

Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Words in the singular shall include the plural and vice versa.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Where the words 'include(s)', 'including' or 'in particular' are used in this agreement, they are deemed to have the words 'without limitation' following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

Any obligation in these Conditions on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. Basis of Contract

The Customer's approval for the Services to commence, whether oral or written, constitutes a contractual agreement between the Customer and MONEY RECLAIM EXPERT LIMITED. Approval for the Services to commence and payment of the Advance Fee indicates that the Customer accepts the Conditions outlined in this document.

These Conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MONEY RECLAIM EXPERT LIMITED, which are not set out in these Conditions. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Intellectual Property

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by MONEY RECLAIM EXPERT LIMITED. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on MONEY RECLAIM EXPERT LIMITED obtaining a written license from the relevant licensor on such terms as will entitle MONEY RECLAIM

EXPERT LIMITED to license such rights to the Customer.

4. Domain Registration

In the event any web development work is required MONEY RECLAIM EXPERT LIMITED recommends that the Customer register its own domain name so that they have full ownership of these but unless otherwise agreed, any domain name registered by MONEY RECLAIM EXPERT LIMITED is owned by MONEY RECLAIM EXPERT LIMITED unless otherwise agreed.

5. Cancellation / Refund

The advanced payment for any MONEY RECLAIM EXPERT LIMITED package is non-refundable.

Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be charged accordingly.

To remain efficient we must ensure that work we have been contracted to complete is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. This is why we ask that you provide all the required information in advance. On any occasion where we cannot progress your business because you have not provided the required documentation when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If you agree to provide us with documentation and subsequently fail to do so within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

Upon cancellation the Customer shall immediately pay to MONEY RECLAIM EXPERT LIMITED all of MONEY RECLAIM EXPERT LIMITED's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, MONEY RECLAIM EXPERT LIMITED shall submit an invoice, which shall be payable by the Customer immediately on receipt.

6. Quotations

The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

7. Payment Terms

Payment is currently accepted by cheque or BACS in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

8. Payment/Services

Unless stated otherwise on your invoice, payment of any balance will be due within 30 days of the final invoice date. The services that MONEY RECLAIM EXPERT LIMITED provide are advice and consultation only and any action taken by the Customer to implement such advice is done so at the Customers own discretion. MONEY RECLAIM EXPERT LIMITED is in no way liable for the future support of the business or implementation of any advice given. Further support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.

9. Late Payment

Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 25% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

10. General

Should MONEY RECLAIM EXPERT LIMITED waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit MONEY RECLAIM EXPERT LIMITED to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected. MONEY RECLAIM EXPERT LIMITED reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

Force Majeure: MONEY RECLAIM EXPERT LIMITED shall not be liable to the Customer as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event. If the Force Majeure Event prevents MONEY RECLAIM EXPERT LIMITED from providing any of the Services for more than 2 weeks, MONEY RECLAIM EXPERT LIMITED shall, without limiting its other rights or remedies, have the right to terminate

this Contract immediately by giving written notice to the Customer.

Assignment and subcontracting: MONEY RECLAIM EXPERT LIMITED may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Customer shall not, without the prior written consent of MONEY RECLAIM EXPERT LIMITED, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

Severance: If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by MONEY RECLAIM EXPERT LIMITED.

Governing law and jurisdiction: These Conditions, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.