

designated 

TERMS AND CONDITIONS



**Working with Designated:
Terms of our service to you.**

November 2023

1. Our Relationship

We are entering a relationship to work together, you, the “client” and us, the “service provider”, also referred to as the “parties”. You are of the opinion that we have the necessary qualifications, experience and abilities to provide you with the agreed services.

We will provide the services on the terms and conditions set out here and you agree to the statements set out in the following paragraphs. Both parties agree to do everything necessary to ensure that the terms of this agreement take effect.

2. Client Relationship Management

Please do contact a member of the Designated management team with any queries or concerns you may have. The whole team are available to you, so please don't hesitate to contact us via our main email address info@designatedgroup.com or call 020 7952 1460.

3. The Services

We will provide services as described in the services agreement, proposals and other documents that we have provided, and that you have agreed to. For simplicity, we will call this the “Services Agreement”. We may agree on additional tasks, projects and activities and we are happy to include these additional services.

Many of our services are provided on an ongoing basis, and we aim to provide you with service throughout the year. When your Designated team member is on holiday, we will ensure another team member is available to provide cover for them and you. If you choose not to have this holiday cover, we will amend your invoice accordingly.

4. Duration of Contract Termination

The terms become effective on the date we both sign the services agreement and will remain in place indefinitely until we agree to terminate the contract.

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If either of us wishes to terminate this agreement, we will be required to provide a full calendar month's written notice to the other party. If we both want to terminate this agreement we can do so immediately by mutual agreement.

On termination, we will return any property, documentation, records and confidential Information to you.

5. Confidentiality

All written and oral information and material provided by you to us is confidential information. We will not disclose, divulge, reveal, report or use, for any purpose, any confidential information, except as authorised by you or as required by law. This obligation of confidentiality will apply during the term and will continue indefinitely upon termination of this agreement.

Concerning GDPR legislation, you, the client, remain the Data Controller for your company and you remain responsible for your environment. We, the service provider, are processors and will handle your company data in line with GDPR legislation and/or your own policy.

Our Privacy Policy is detailed on our website.

6. Pricing and Payment

All prices are quoted in GBP unless specifically stated otherwise. All prices are also exclusive of VAT which will be payable in addition by you the client.

We will invoice you for our services as described in our Services Agreement which includes full details of pricing and payments schedule. For some services, you are required to make an initial payment before the commencement of work, and this will be detailed in the services agreement.

You will be invoiced every month, and, in most cases, payment will be made by direct debit as described in the Services Agreement.

Full details of monthly payment plans are detailed in the services agreement. Your invoices will be paid in a timely manner, as defined in the services agreement. If not specified, payments are due within 30 days of invoice date.

If you receive an invoice and you believe there is an error, please notify us within 7 days and we will resolve it quickly.

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We are committed to a policy of increasing our pricing each year taking into account inflation, employee costs and other contributing costs on 1st April each year. This allows us to reward our team and ensure we retain the great talent of our team members. We will communicate these changes to you each year in advance.

Our team members may incur necessary expenses, for example travel costs, and of course all expenses will be pre-approved by you. We will ask you to reimburse these expenses and they will be included on your next invoice.

7. Late Payment

Our payment schedule has been described in the services agreement and we ask you to pay your invoices on time. If you do not pay on the due date, we will contact you to request payment is made promptly. If payments are very late, we will charge you for all losses, costs and disbursements incurred by us.

We will follow the rules set out by the "Late payment of commercial debts" regulations 2002 and the "Late Payment of Commercial Debts (Interest) Act 1998".

Interest at 8% above the Bank of England base rate will be added to the invoice after 30 days from the due date AND compensation/ debt collection costs will be paid by the client based upon the amount outstanding. Collection fees are 15% of the outstanding balance.

8. Our People

We aim to provide you with a consistent service where you are supported by the same people on a long-term basis, because we know relationships are important. On occasion, we may need to change a team member, due to workload or other reasons including business and personal demands. We will aim to keep any changes to an absolute minimum. When a change is necessary, we will ensure a professional handover is managed and you will not be charged for the handover. Equally, you may request a change of team member and we will do our best to arrange this.

Everyone at Designated will treat you with respect and we ask that you also treat us with respect. We have a Zero tolerance for abuse, and we believe that everyone has the right to work without fear of being abused. We encourage a mutual respect between our clients and our employees and all of our employees aim to be polite, helpful, and supportive. We will not tolerate abusive behaviour towards our employees, and we will withdraw our services if needed.

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We are a people business, and our people are our greatest asset. We know that on occasion clients may wish to employ a member of our team directly and we understand why they would like to do this.

Our team members are exceptional. If you would like to employ a member of our team directly, please contact us to discuss. We may be able to reach an agreeable way forward based on the following terms: You, the client, will pay £1000 plus 20% of the current annual remuneration of the team member (+VAT), or if higher, you the client, will pay £1000 plus 20% of the annual remuneration to be paid by you to the team member (+VAT). Except when an agreement of this type is reached, you will not employ any person who has been employed or engaged as an employee, consultant or sub-contractor by us in the provisions of our services for the duration of this agreement and for 12 months after termination.

9. Intellectual Property

All intellectual property that is developed or produced under this agreement will be the sole property of you, the client and will not be restricted in any way. We will not use any intellectual property except with your written consent.

10. Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other Party.

This includes both parties' respective directors and employees and assigns against all claims, losses, damages and costs of any kind, which result from any act of the indemnifying party, its respective directors, or employees that occur in connection with this agreement.

This indemnification will survive the termination of this Agreement.

11. If something goes wrong

If you are unhappy with any element of our service, please do let us know as soon as possible and we will do our utmost to address any issues quickly. Please contact us at info@designatedgroup.com and one of the team will be in touch. Our aim will always be to take action to ensure our service exceeds your expectations.

12. Other important factors

This agreement will be governed by and construed in accordance with the laws of England.

13. Making changes to this agreement

If we need to make changes to our terms, we will notify you.

We will always publish our terms on our website.