

# Boxcubic Ltd Terms and Conditions

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**THESE TERMS AND CONDITIONS APPLY TO ALL REQUESTS FOR SERVICES. PLEASE READ THESE TERMS CAREFULLY, IN PARTICULAR CLAUSE 5 BELOW WHICH RELATES TO PAYMENT TERMS**

## 1. Definitions

- “The Client” means the individual or company placing an order or request for services also referred to as “customer” or “the customer”
- “Boxcubic” means Boxcubic Ltd also referred to as “we” or “us” in these Terms and Conditions
- “Order” means a commission for services also referred to as “appointment” or “service” or “service(s)” in these Terms and Conditions
- “Force Majeure” means any cause affecting the performance by “Boxcubic” of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party

## 2. Business Days

“Boxcubic” standard hours of business are Monday – Friday 09:00am – 5:00pm (Excluding Bank or other Public Holidays). Standard Day rates allow for the provision of a 30 minute break, so a standard day accounts for 7.5 working hours.

The minimum chargeable unit is 30 minutes.

Outside of the standard hours of business ALL hourly/daily rates are charged at double rate.

## 3. Rescheduling & Cancellation policy

Any “Order” rescheduled / cancelled more than 48 hours prior to the appointment time will have no fee applied. Should an “Order” be rescheduled / cancelled less than 48 hours prior to the appointment time then the following charges will apply (minimum fee of £50+VAT in each case):

- Less than 48 hours prior to the appointment time – 25% of appointment cost
- Less than 36 hours prior to the appointment time – 50% of appointment cost
- Less than 24 hours prior to the appointment time – 75% of appointment cost

## 4. Expenses (including travel)

“The Client” agrees to cover all reasonable expenses. These include but are not limited to travel, hotel (if more than 3 hours travel is required in a single day) and sustenance.

- The current mileage rate for travel expenses is £0.55+VAT per mile.



- Travel will be standard class (unless travel time is greater than 4 hours where travel will be business class).
- Hotels will be a minimum of 3 star.
- Sustenance costs will be capped at £50+VAT (£75+VAT in major cities) per day, per person.

#### **4. Payment terms**

All invoices will be supplied electronically via e-mail.

“The Client” agrees to pay for all services contained in the “Order” within 14 days from receipt of invoice.

“The Client” agrees to pay a late payment charge of £50.00 and interest of 4% above the Bank of England Base Rate on all overdue invoices from the date of invoice until the monies are received as cleared funds by “Boxcubic”

“The Client” agrees to pay all costs incurred in the recovery of debts which fall due to “Boxcubic” relating to the “Order”. The “Order” and related services shall be considered to be in debt after a period of 45 days from receipt of invoice.

Any discount applied is only valid for invoices paid within the 14 day payment terms.

Title in goods does not pass to “the customer” until payment is received in full by “Boxcubic”.

#### **6. Prices**

All prices are exclusive of any applicable Value Added Tax (VAT) or any other sales taxes, for which (if applicable) “the customer” shall be additionally liable.

“Boxcubic” reserves the right, by giving notice via email to “the customer” at any time before delivery of the “Order”, to increase the price of the “Order” to reflect any changes in specifications for the services which are requested by “the customer” or are necessary as a result of any delay caused by instructions received from “the customer” or “the customer” failing to provide adequate information or instructions.

#### **7. Warranties and Liabilities**

“Boxcubic” warrants that it will use reasonable skill and care to provide service(s) to “The Client”.

Any liability “Boxcubic” may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fee paid by “The Client” under this agreement.

“Boxcubic” shall not be liable to “The Client” or to any third party for any loss of profits, loss of sales, loss of turnover or loss of use or corruption of data or software or for any indirect, consequential or special loss. This does not exclude “Boxcubic” liability in respect of fraud or in respect of death or personal injury caused by “Boxcubic” negligence.

If “The Client” is not happy with the quality of the services of the “Order” provided by “Boxcubic” then “The Client” must provide a full and detailed explanation of the reasons in writing, “Boxcubic” may then elect to provide the services again or refund any monies paid in respect of “The Order”



## **8. Force Majeure**

Where, in spite of its reasonable efforts, “Boxcubic” is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with “The Client”.

## **9. Privacy**

“Boxcubic” privacy / cookie policy can be seen by going to <https://boxcubic.com/cookie-policy>.

## **10. Changes**

“Boxcubic” may vary these Terms and Conditions from time to time by posting the varied terms and conditions on the “Boxcubic” website. You are advised to check these terms and conditions from time to time.

## **11. Severance**

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable it shall be severed and deleted from these Terms and Conditions and the resultant Terms and Conditions shall remain in full force and effect.

## **12. Linking**

The “Boxcubic” website(s) contains links to other websites. Any Content downloaded or otherwise obtained from the website(s) is obtained at your own risk. “Boxcubic” accepts no responsibility or liability for the content of other websites which are not under the strict control of “Boxcubic”. Any link is not intended to be, nor should it be construed as an endorsement of any kind by “Boxcubic” of that other website.

You may not create a link to any “Boxcubic” website from another website or document without the prior written consent of “Boxcubic”.

## **13. Website Information**

The information in any “Boxcubic” website is given in good faith and is subject to change without notice. The information in any website should not be relied on and does not constitute any form of advice or recommendation. By using any website you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the website are entirely at your sole risk and responsibility. The sales information on the website is an invitation to treat only and is not intended to be nor should be construed as an offer to enter into a contractual relationship.

## **14. General**

These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the exclusive jurisdiction of the English courts in respect of any matter arising in connection with these Terms and Conditions and/ or web site(s).

