



Terms & Conditions

The following Terms & Conditions are enforced by *BMS Services*. Please read these Terms & Conditions carefully. The signing of this document implies the acceptance of our Terms & Conditions. This document is null and void unless it is signed by the Client or a designated representative of the Client and by a designated representative of *BMS Services*.

1. **The Business:** The business is named *BMS Services* and the business compiles Business Plans for Clients, adhered to a specific formula, as decided by *BMS Services*, based on information given to *BMS Services* by the Client. *BMS Services* reserves the right to interpret this information in a manner which may not be intended by the Client and accepts no liability for doing so.
2. **The Client:** It is acknowledged that the person(s) signing this document is doing so on behalf of the Client and is duly authorised. He/she/they is/are responsible for all interactions between *BMS Services* and the Client.
3. **Ownership:** All tasks completed by *BMS Services* on behalf of the Client shall remain the property of *BMS Services* until full payment for these completed tasks is received.
4. **Invoices:** Invoices for on-going tasks will be issued on the first day of the following month.
5. **Payment:**
 - a) Basic business plans require a deposit of €300 before the commencement of the project. All other payments and fees (if any) are due at the handover date.
 - b) All non-basic business plans will be charged at an hourly rate as agreed upon within this document. The project will not exceed 37.5 hours per week unless otherwise agreed by *BMS Services* and the Client. An advance payment of cleared funds for 37.5 hours at the hourly rate will be required at the commencement of the project unless otherwise agreed by *BMS Services* and the Client. All other payments and fees (if any) will be due 21 days from date on invoice.
 - c) The hourly rate charge plus 50% of the hourly rate charge shall apply for all hours, and part hours, exceeding 37.5 hours per calendar week for a project.
6. **Payment Method:** Payments must be made by cash, direct debit or cheque with all cheques made out to *BMS Services*.
7. **Handover Policy:** A total payment of all monies due must be paid, and cleared, before a handover of work completed will take place.
8. **Non-Payment:** If a payment is not received or payment method is declined, the Client forfeits the ownership of any project(s) ordered. No tasks will be undertaken for the Client until deposits, arrear payments or advance payments are received and cleared.
9. **Refund/Return Policy:** *BMS Services* will not be operating a refund/return policy. Any completed tasks paid for by the Client and non-verbal data provided to *BMS Services* by the Client will be returned within 31 days of final payment cleared date. However, all completed projects will be kept on our file for a period of 2 years, and Clients can send written requests for copies of these projects providing their accounts are in good standing.

10. **Cancellation:** All cancellations of projects must be received by mail at *BMS Services* no later than 9am on any Monday. Failure to do so will incur a payment of one-fifth of the advance payment, per day.
11. **Request for copies:** All requests for copies of plans must be made in writing on the letterhead paper of the Client requesting the copy and must be co-signed by two (2) Directors/Executive members involved with the Client.
12. **Complaints:** Any complaints a Client may have, should be mailed to *BMS Services* at the earliest possible date. *BMS Services* will not accept any complaints regarding its service to a Client after 31 days of handover. While there is no guarantee of a resolution, each case will be assessed.
13. **Completion Time:** All times given for completion of projects are guidelines only. *BMS Services* accepts no responsibility for delays which may occur in the completion of projects due to lack of information supplied and/or delay in providing relevant data by Clients.
 - a. Basic Plan - 1 week
 - b. Medium Plan-2-4 weeks
 - c. Standard Plan - 5-6 weeks
 - d. Long Term Plan - upwards of 6 weeks
14. **Debt Chasing:** A Reminder Letter will be sent to the Client if payment is more than 14 days overdue. A second Reminder Letter will be sent after 30 days overdue. A Final Demand letter will be sent after 45 days overdue. If payment is not received within 60 days overdue all contact will cease and legal action will be taken against the Client and *BMS Services* will claim the overdue payment and all costs associated with the legal action from the Client.
15. **Legalities:** This contract shall be governed in accordance with Irish Law.

Service(s) Required _____

Client _____ Hourly Rate € _____

Duly Authorised On behalf of Client

1. _____ Position. _____

2. _____ Position. _____

Authorised ***BMS Services*** Representative _____

Date _____