

Terms and Conditions

1. Introduction

Welcome to Bee Big Agency Ltd ("Company", "we", "our", "us"). These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship and service provided with/by Bee Big Agency Ltd (the "Service").

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 (the Contract) are the entire agreement between us.

Your acknowledgement that you have not relied on any statement promise or representation made or given by or on our behalf. These Conditions apply to the contract of the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2. Services

Bee Big Agency Ltd provides business consulting services, including but not limited to strategic planning, market analysis, and operational improvement (the "Services").

We warrant that 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 law or safety requirement, and we will notify you if this is necessary.

We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation.

All these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

3. Acceptance of Terms

By accessing or using our Services, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

4. Client Obligations

Clients must provide accurate and complete information as required for the provision of Services. Clients are responsible for ensuring that their use of our Services complies with all applicable laws and regulations.

You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.

If you do not comply, we can terminate the Services.

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 (Client Obligations).

5. Fees and Payment

The fees (Fees) for our Services are set out in the quotation and are on a time and material basis.

In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, food and beverage and any associated expenses.

Travel, if required, is recharged in full based on the cost at the time of booking (economy < 4 hours, business class > 4 hours). All expenses will be subject to client approval in advance.

b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Payment Schedule

50% on contract
30% after 1 month
20% after Phase 1 completion (plus expenses)



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 the 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.

All payments due 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.

If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

Receipts for payment will be issued by us only at your request.

All payments must be made in British Pounds unless otherwise agreed in writing between us.

6. Cancellation and Amendment

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).

Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes, and additional costs will be included in the Fees and invoiced to you.

If, due to circumstances beyond our control including those set out in these Terms and Conditions 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.

7. Confidentiality

Both parties agree to keep confidential all information that is disclosed during the provision of Services. This obligation will continue indefinitely unless the information enters the public domain through no fault of the receiving party.



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8. Intellectual Property

All intellectual property rights in the materials provided by Bee Big Agency Ltd remain the property of Bee Big Agency Ltd. Clients are granted a limited, non-exclusive, non-transferable license to use the materials for their internal business purposes only.

9. Limitation of Liability

To the maximum extent permitted by law, Bee Big Agency Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Service; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein.

10. Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

11. Governing Law

These Terms shall be governed and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

12. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

13. Sub-contracting and Assignment

We can at any time assign, transfer, change, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner or all our obligations to any third party.

You must not, without prior written consent, assign, transfer, change, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

14. Termination

We can terminate the provision of the Services immediately if you:

- a. Commit a material breach of your obligations under these Terms and Conditions; or
- b. Fail to make 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 in to 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 undertakings or any part of them with 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 paragraph 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.

15. Intellectual Property

We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Contracting excludes;

- Right to use “Bee Big Agency Ltd” brand or name. But approval will be provided subject to final positioning. Brand reference to be positioned as “*independent insights provided by (Bee Big Agency logo) or “strategically supported by (Bee Big Agency logo)”*” or some such as agreed.
- Promotion or amplification of the client’s final assets by Bee Big Agency Ltd or Bee Big Agency Ltd team members across LinkedIn network is subject to approval of tone.



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16. Liability and Indemnity

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.

The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. Any indirect, special or consequential loss, damage, costs or expenses or:
- b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation of 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 or any goods supplied in connection with the Services.

You must indemnify us against all damages, costs, claims and expenses 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.

17. Data Protection

When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', and 'Data Subject' shall have the same meaning as in the GDPR.

The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for its own for any third party's purposes.



The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents' sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations. The Service Provider shall implement and maintain technical and organisational security measures as required to protect Personal Data Processed by the Service Provider on behalf of the Customer.

For any data privacy enquiries or complaints. you can email: hello@beebigagency.buzz

18. Severance

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 and enforceable).

19. Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

20. Contact Us

If you have any questions about these Terms, please contact us at hello@beebigagency.buzz