

Terms and Conditions of Quest Business Solutions

Definitions

“Company” the company, us, we, Quest Business Solutions.

“Client” the service user, customer

1. General Terms

Services for telephone answering by Quest Business Solutions

Based on the Clients choice of package, The Company agrees to provide one or more of the following:

- Phone answering and message forwarding via email

The Client acknowledges Quest Business Solutions is a message taking service. We endeavour to fulfil our client requests and we are flexible to trial any additional services that we are capable of implementing. The Client understands that The Company accepts no responsibility for direct or indirect loss of earnings as a result of errors.

Quest Business Solutions will take calls between the hours of the clients selected package details. Clients are responsible to provide facilities after these hours. Any calls taken outside of operating hours the company takes no responsibility. Our service does not cover calls to be taken on bank holidays or other public holidays.

The client acknowledges that from time to time anomalies due to human error and technical faults may occur. We take no responsibility in the events of Force Majeure event including acts of God, riots, war, strikes, epidemics, fire, communication line failures, power failures, natural disasters or anything beyond The Company’s control. In the event of sickness and any staff members being absent from work and unable to fulfil their duties, we will not be liable to any incurred costs.

We endeavour to process every call however, we cannot offer any guarantees relating to staffing levels. Quest Business Solutions will answer calls based on the information given by the client.

The client is aware that not all callers leave enough information for a message to be sent. Our Staff will endeavour to filter any unwanted calls. Calls will only be answered during the selected hours specified in the package selected by the client.

2. Changes to packaging and prices

The company may from time to time make changes to packages and pricing structures, we will make reasonable efforts to alert the client of the changes.

The client needs to check with their network providers of any costs that may occur. The company will not be held responsible for any charges from network providers.

All accounts must remain on the higher tariff for a minimum period of 1 month before any downgrading can occur. We will allow 5% margin of flexibility. If your account does go over the 5% margin The Company will automatically charge the client for the next higher package.

All quotations are valid for 10 days only. The company reserves the right not to begin work until the payment is received.

When the Client signs up via our paper based method or the client commences trading this constitutes acceptance of the company’s terms and conditions. If part of the sign up process is not completed the company may not allow the client to begin using the service.

3. Registration

Clients agree that any information provided is true, and accurate. If any of the information becomes inaccurate the Client will notify the company. If we feel that the Client may misuse our services the Company may not process the client's registration details. We may ask the Client to provide proof of billing address. From the point of registering if Quest Business Solutions feel the need to cancel this agreement they may do so.

4. Payments

Payments will be taken upfront on a monthly basis via standing order. If you require invoices at any time you can contact the company team. If the call volume exceeds the package the client is signed up to, then the company will bill the client for the next higher package via invoice at the end of the month, a payment for this will need to be made by the client within 30 days via cheque otherwise interest will occur at 3% each day. Failed transactions will incur an admin fee of £15 per failed transaction.

The company reserves the right to terminate the clients services within a 24hour period after giving notice.

All late payments will be subject to 3% compound interest on a daily basis. All costs of recovery will be paid for by the client, including the administrative costs of recovery. The company reserves the right to charge administration fees for recovery of all late payments.

Any disputes must be put forward 14 days before the due date payment otherwise failure to notify within the timescale will make the dispute invalid.

5. Client Conduct

The company are not responsible for any activities conducted through the client account.

6. Cancellation

The company will require one month's written notice of cancellation.

7. Indemnity

The client will not hold the company responsible for any losses, expenses, damages, claim or demand, including reasonable legal fees and consequential losses due to your use of the Services, violation of this Agreement, or violation of any rights of another.

8. No Resale of Services

The client may not at any time resell, reproduce, copy, sell any part of our service.

9. Modifications to Services

The Company at any time may decided to discontinue, or suspend any part of the service without notice and liability to anybody.

10. Disclaimers

If the company are unable to take a message due to poor transcription, bad environment, poor phone lines, single losses, cut outs, language, bad content, internet downtime the company will not be held liable.

The company hereby disclaim all other warranties, terms and conditions whether express or implied, including, but not limited to implied warranties terms or conditions concerning merchantability, satisfactory quality or fitness for purpose. The company assumes no responsibility for the deletion, miss-delivery or for failure to store any content. The company makes no warranty that the services will be uninterrupted or error free.

11. Limitation of Liability

The company is not liable for indirect loss or for loss of profits, goodwill, time, use, data or other intangible losses.

If messages taken do not arrive due to e-mail providers, outages caused by power failures, results of unforeseen circumstances, events of war or acts of God, SMS text message providers, clients website service, internet downtime we will not be held liable.

The company will endeavour to filter unwanted calls however we won't be held responsible if we don't manage to filter every call.

The company cannot be held liable for any costs incurred by the client during the contract. The company reserves the right to terminate the call if the caller is abusive or proper communication is not possible.

18. Laws

The Agreement here is governed by the laws of England and Wales and both parties submit to the jurisdiction of the courts of England and Wales



Quest
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