



## **Professional Services Agreement**

Last Updated: 12 December 2024

### **1. General Terms**

- 1.1 This agreement is between Colloco Marketing Ltd ("the Company") and the Client for the provision of professional marketing services.
- 1.2 The Company provides services in accordance with industry standards and maintains appropriate professional insurance coverage, including public liability and professional indemnity insurance.
- 1.3 The Company reserves the right to amend these terms periodically. Any changes will be notified to the Client in advance.

### **2. Service Delivery**

#### **2.1 Project Management**

- Clearly defined scope documentation
- Regular client communication
- Documented approval processes
- Structured delivery timelines

#### **2.2 Quality Assurance**

- Compliance with industry best practices
- Adherence to professional standards
- Regular review processes
- Comprehensive documentation

### **3. Client Responsibilities**

The Client agrees to:

- Provide accurate and complete information necessary for the provision of services.
- Review and approve deliverables promptly.
- Maintain clear and timely communication.
- Adhere to agreed project processes and provide feedback within specified timeframes.

### **4. Terms of Service**

#### **4.1 Service Standards**

- Services will be delivered professionally and in accordance with industry best practices.



- Regular updates will be provided to ensure transparency.
- All projects will include rigorous quality assurance measures.

## **4.2 Project Documentation**

All projects will include:

- Scope of work documentation
- Delivery timelines
- Approval stages
- A final sign-off process

# 5. Liability and Indemnification

## **5.1 Professional Standards**

The Company maintains:

- Professional indemnity insurance with a limit of £1,000,000 to cover claims arising from professional services provided.
- Public liability insurance to address claims involving third-party injury or property damage.
- Compliance with applicable laws and industry regulations.

## **5.2 Work Conducted Without Professional Indemnity Insurance**

- The Company acknowledges that professional indemnity insurance was not in place for services provided prior to 12 December 2024.
- For work conducted prior to this date, the Company agrees to perform services with reasonable care and skill in accordance with industry standards.
- Liability for work performed prior to the insurance effective date is limited to the amount charged for the specific service, excluding consequential or indirect losses.

## **5.3 Limitation of Liability**

- Liability is limited to direct damages arising from the services provided.
- Excludes liability for consequential or indirect losses.
- Subject to the terms and conditions of applicable insurance policies.
- Claims must follow the required process as outlined in the insurance documentation.

# 6. Project Processes

## **6.1 Approvals**

- **Written approval is required for all key stages.**
- All approvals will be documented and retained.



- Change requests must be formally documented and agreed upon.
- Final delivery will require written confirmation from the Client.

### **6.2 Documentation**

The Company will maintain records of:

- Project communications
- Client approvals
- Delivered materials
- Change requests

## **7. Insurance and Legal Compliance**

7.1 The Company maintains professional insurance coverage including professional indemnity, public liability, and business equipment insurance.

7.2 The Client acknowledges that these insurances protect the Company against claims but do not extend to cover the Client's business risks.

## **8. General Provisions**

### **8.1 Entire Agreement**

- This agreement supersedes any previous agreements and incorporates all current terms.
- Any amendments must be agreed upon in writing.

### **8.2 Term**

- This agreement is effective from the date signed by both parties and applies to all services provided.
- Subject to periodic review and renewal.

## **9. Acceptance**

By engaging the Company's services, the Client agrees to these terms and conditions.

For Colloco Marketing Ltd: \_\_\_\_\_

Date: \_\_\_\_\_

For the Client: \_\_\_\_\_

Date: \_\_\_\_\_

Document Reference:

Version: 1.1

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