

## WELCOME TO OUR PRICING POLICY

LAST REVIEWED: FEBRUARY 06<sup>TH</sup>, 2020 [ PAGES 1 – 2 ]

BW Consulting (Blue White)  
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These terms and conditions outline the rules and regulations for the use of our Website.

### OVERVIEW

These terms and conditions constitute the agreement ("Agreement") between the Client ("Client") and Blue White Consulting ("BW") in respect of BW's provision of services to the Client as further described in the Services Agreement Summary ("Services").

### CAPACITY

Clients represent and warrant that: a) You are at least 18 years of age; and b) You have the legal capacity to enter into legally binding contracts under applicable law.

### BILLING & INVOICING

Online Call/Meeting bookings: A 30-32% (as detailed on the booking form at the time of its completion & processing by the client) non-refundable deposit may be required to hold bookings. Payments are processed through our online payment portal with the PayPal platform, and our account: [paypal.me/bluewhiteconsulting](https://paypal.me/bluewhiteconsulting)

Issuance of Invoices: Services and Fees will be invoiced on a fourteen (14) day basis with five (5) day payment terms (monthly invoicing for annual accounts). Invoices shall be paid by Direct Deposit (bank transfer) or Debit/Credit Card through BW's online payment portal or any other third-party portal with whom BW and the Client come into agreement with, within five (5) days of the issuance of an invoice, unless agreed upon otherwise. Failure to comply will lead to pausing of services provided until completion of payment.

Any open balance owed to BW for more than 20 days shall bear a fixed penalty charge of 90,00 EUR - and an administration fee at a rate of 7% on the overdue balance per month until payment. All bank fees will be paid by the Client. Services may at the discretion of BW be suspended and ultimately terminated for non-payment.

### SERVICES

The Services provided by BW may vary at BW's absolute discretion during the term of the Agreement and shall be provided during our normal business hours. Services include, but are not limited to communication (by telephone, email, online meetings, etc.), research, public relations, travelling, relevant workload, postage and courier services, conference rooms/private offices rental, and any other means deemed relevant by BW. BW functions under the principle to not charge for unwarranted costly services, without the Client's approval. During the term of the Agreement, should the level of Service not meet the Client's expectations, please contact our Head Office at [bw@bluewhiteconsulting.eu](mailto:bw@bluewhiteconsulting.eu) and we will respond within two working days.

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### CHANGES

The Client shall pay during the term of this Agreement all charges for services rendered at the rates stipulated and documented by BW at its absolute discretion. The Client agrees that BW reserves the right to change or vary the charges for such services from time to time at the discretion of BW.

### BW'S LIABILITY

BW's liability, whether arising under contract, tort, statute or otherwise shall be limited to the re-performance of defective Services only up to a maximum value of the amount paid by Client to BW under this Agreement ("Limit of Liability"). BW shall not be liable to the Client in respect of any loss of profit, contract or revenue, loss of or corruption of data, business interruption, delay costs, financing costs, loss of goodwill or any consequential or indirect loss or damage ("Excluded Losses"). BW shall be expressly indemnified by the Client against any Excluded Losses and any loss or damage that exceeds BW's Limit of Liability.

### STAFF

If the Client, or any business of which the ownership or control is directly or indirectly associated with the Client at any time during the term of the Agreement or within 12 months after termination of the Agreement employs any of the staff employed or who were employed by BW or any business affiliated with BW during the term of the Agreement then the Client shall pay to BW by way of liquidated and ascertained damages an amount equal to 65% of the new annual wage or package of the employee which the parties agree is a genuine pre-estimate of the loss suffered by BW. The applicability of liquidated and ascertained damages applies to all staff whether permanent, part-time or otherwise.

### GENERAL TERMS & CONDITIONS

Blue & White Consulting's Services shall be delivered in accordance with our Terms and Conditions. Our Terms and Conditions are incorporated by reference and shall apply to the Engagement and any future engagements between BW and the Client. These Terms and Conditions are available at [www.bluewhiteconsulting.eu](http://www.bluewhiteconsulting.eu), and copies can be downloaded online.

### VARIATION

BW reserves the right to vary these Terms and Conditions by publishing them on the Website:

- a) without giving notice; and
- b) without giving any explanation or justification for such variation.
- c). continued use of the Website will be deemed to be acceptance of any variation to these Terms and Conditions.

The End.