BDM Talk Ltd (trading as BDM CX)
Terms and Conditions for Contact Centre Work
August 2016 Release – Version 4

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1. Interpretation

Definitions: "BDM" means BDM Talk Ltd (trading as BDM CX); "Campaign" means communications made by BDM to the Client's Customers to convey the Proposition; "Client" means the party identified on the Order Form; "Client's Customers" means the Client's actual or prospective customers; "Commencement Date" means the scheduled start date; "Conditions" means these terms; "Contract" means these Conditions and the Order Form; "Data" means information provided by the Client (including contact details and the Proposition); "Data Delivery Date" means the date by which the Client must deliver Data; "Fees" means the fees in the Order Form; "Order Form" means BDM's order form signed by the Client; "Planned End Date" means any end date stated; "Proposition" means the message to be communicated; "Services" means the contact centre services described in the Order Form.

A person includes a natural person, corporate or unincorporated body. The Order Form forms part of the Contract.

2. Basis of Contract

The Client's signed Order Form is an offer. The Contract is formed only when BDM signs the Order Form. These Conditions apply to the exclusion of all other terms. Any quotation is not an offer and is valid for 30 days unless extended in writing.

3. Fees and Payment

The Client shall pay the Fees for the Services. Fees are exclusive of VAT. Invoices are payable within 14 days of the invoice date, time being of the essence. Interest and fixed-sum recovery costs may be charged under the Late Payment of Commercial Debts (Interest) Act 1998.

4. Data and Data Protection

Client-supplied Data remains the Client's property in the form provided. Upon full payment, any Data amended as a result of the Services is assigned to the Client. Data sourced by BDM remains BDM's property; however, details of prospects who express interest for the Client will be provided to the Client and become its property.

Where BDM processes Client Personal Data, it shall comply with UK GDPR and the Data Protection Act 2018: process only on documented instructions; ensure confidentiality; implement appropriate technical and organisational measures; assist with data subject rights, DPIAs and audits; notify personal data breaches without undue delay; keep processing records; and not transfer outside the UK/EEA without appropriate safeguards and the Client's prior authorisation.

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5. Performance and Staffing

The Client shall deliver Data by the Data Delivery Date. Failure to do so does not relieve the Client of payment obligations where BDM has reserved resources to commence on the Commencement Date.

BDM shall use reasonable care and skill to deliver the Services between the Commencement Date and the Planned End Date. If BDM considers it impracticable or inadvisable to perform any part of the Services, it may notify the Client with reasons; the parties will consult in good faith within 5 days to agree any revised scope. Fees remain payable for Services performed.

Staffing: BDM shall use reasonable endeavours to maintain operational FTEs to deliver the Services. Temporary fluctuations due to annual leave, sickness, training or authorised absences shall not constitute breach provided agreed service levels are maintained. Holidays will be managed via rota; absence monitored; and the Client informed of any sustained material service impact. If staffing falls below 85% of agreed FTEs for more than 10 consecutive working days and materially impacts services, the parties will meet in good faith to agree remedial actions.

6. Warranties and Indemnities

The Client warrants that: (a) access provided to its systems will not introduce malicious code; (b) no employment contracts will transfer to BDM under TUPE (SI 2006/246) unless disclosed in writing before Contract formation with full employee details; and (c) where personal data is used for direct marketing, required consents/preferences have been lawfully obtained and TPS/CTPS screening applied as applicable.

The Client shall indemnify BDM against all liabilities, costs, expenses, damages and losses (including reasonable legal fees) arising from the Client's breach of this clause or applicable laws.

7. Confidentiality

Each party shall keep confidential the other's confidential information, using it only to perform obligations. Disclosure is permitted to employees, advisers and subcontractors under equivalent obligations, and as required by law. This clause survives for three years after termination.

8. Severance

If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary, or deemed deleted, without affecting the remaining provisions.

9. Liability

Nothing limits or excludes liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded by law.

Subject to the above, BDM shall not be liable for loss of profits, sales, business or revenue; loss of agreements; loss of anticipated savings; loss of goodwill; loss or corruption of software, data or information; or any indirect or consequential loss.

Subject to the first paragraph of this clause, BDM's total aggregate liability under or in connection with the Contract shall be limited to the Fees paid in the calendar month in which the liability arose.

Sections 3–5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law. Where Services are performed on the Client's premises and/or equipment is installed, BDM is not liable for repairing or replacing parts of the Client's existing system that fail due to pre-existing faults unless caused by BDM's negligence.

10. Variation

BDM may make minor updates to these Conditions on notice. Any other variation is effective only if in writing and signed by both parties.

11. Non-Solicitation

During the Contract and for six months after termination, neither party shall solicit or entice away any employee of the other who was materially involved in the Services, save for general recruitment not targeted at such employees.

12. Governing Law and Jurisdiction

This Contract, and any non-contractual obligations, are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

13. Entire Agreement

This Contract constitutes the entire agreement and supersedes all prior statements and understandings regarding its subject matter. Each party agrees it has not relied on any statement not set out in the Contract.

14. Third-Party Rights

No third party has any right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

15. Customer Services

For queries, contact enquiries@bdmcx.com. Complaints will be handled by the Head of Client Services and addressed promptly in good faith.

16. Data Protection (Consolidation)

All data protection obligations are governed by Clause 4 and the Data Processing Agreement (Appendix B). Any duplicative data protection clause in prior versions is deleted.

Appendix A – Service Level Agreement (SLA)

Scope: Applies to inbound/outbound calls, email, live chat and agreed back-office tasks.

Service Hours: As per Order Form. Out-of-hours and bank holidays by agreement.

Targets (if specified in Order Form): 80% calls in 20s; email first response within 4 business hours; chat first response within 60s; QA ≥ 90%.

Reporting: Weekly KPI report; monthly review meeting; P1 incident report within 1 business day.

Priority & Response: P1 response 1 hour/workaround 4 hours; P2 response 4 hours/plan 1 business day; P3 next business day; P4 within 3 business days.

Dependencies: Timely Client Data, access, and approvals; maintenance windows agreed in advance.

Remedies: If expressly agreed, service credits are the Client's sole remedy for SLA shortfalls, excluding P1 security incidents caused by BDM's negligence.

Appendix B – Data Processing Agreement (Summary)

Roles: Client is Controller; BDM is Processor. Subject-matter: processing Client Personal Data to deliver the Services during the Contract.

Data types/subjects: contact and interaction data of the Client's customers/prospects and relevant Client personnel.

Security: appropriate technical and organisational measures; confidentiality; training; incident response.

Sub-processors: engaged under contracts with equivalent obligations; BDM remains liable.

International transfers: only with safeguards (e.g., IDTA/Addendum to SCCs) and Controller authorisation.

Assistance, breach notification and deletion/return on termination as required by UK GDPR.