

# TERMS & CONDITIONS FOR SUPPLY OF SERVICES

## FORMATION OF CONTRACT

The contract between the Supplier and the Client comprises the Confirmation of Order ('Order') signed by the Supplier and these Terms & Conditions. Any other terms proposed by the Client are excluded.

## PRICE, PAYMENT & VARIATIONS

All Services must be paid for in full before completion. Payment is due on presentation of the invoice unless other terms are set out in the Order.

If the Supplier accepts a request to vary the Services the price and times in the Order will be adjusted by the Supplier as appropriate and the changes notified to the Client. The Supplier may decline to carry out any requested variation.

The Supplier reserves the right to charge interest on any overdue payment in accordance with the Late Payment of Commercial Debts (Interest) Act.

Also, the Supplier will be entitled to cancel the Order and/or suspend the Services if any payment is not made on the due date by the Client.

## DURATION

Dates for commencement and completion of the Services given by the Supplier are given in good faith but, unless stated in the Order, dates are not guaranteed and the Supplier will not be liable for any delay in commencement or completion of the Services.

Where the Services include installation or other work at premises owned or designated by the Client, the Supplier will give not less than 24 hours notice of the date when the Supplier requires access. The Client will provide access on the specified dates and any facilities (power, water, etc.) as reasonably required by the Supplier.

Where appropriate the Supplier will notify the Client when the Services are ready for inspection before completion. The Supplier will give due consideration to comments received from the Client before confirming the completion date.

## FORCE MAJEURE

The Supplier will not have any liability to the Client if prevented from performing the contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Supplier reserves the right to cancel or suspend the Services.

## INTELLECTUAL PROPERTY

All designs and other intellectual property rights in Services are and will remain the sole property of the Supplier. Under no circumstances will the Client copy or make use of any of the Supplier's intellectual property rights.

## CLIENT DEFAULT

If the Client (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, the Supplier shall be entitled to end the contract and recover all the Supplier's costs and losses including loss of profit up to the termination date

## CLIENT CANCELLATION

Refunds are not provided. However, the supplier will endeavour to provide an equivalent service of the same value at the future date at no charge. This offer is valid for 1 year after cancellation.

## LAW & DISPUTES

The contract between Supplier and Client is governed by English law.

Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.