

SAFE T LIMITED

Sherwood House

Eskdale, Thornbury

South Gloucestershire

BS35 2DR

TERMS OF SUPPLY

1 Interpretation

1.1 In these Conditions:

“CHARGES” means the price for the Service set out in the Order Form;

“CLIENT” means the person named on the Order Form for whom the Supplier has agreed to provide the Service in accordance with these Terms;

“CLIENT MATERIALS” means any Documents or other materials, and any data or other information provided by the Client relating to the Service;

“CONTRACT” means the contract for the provision of the Service;

“DOCUMENT” includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

“ORDER FORM” means the sheet to which these Terms are appended;

“REPORT” means the report provided by the Supplier recording the results of the Service;

“SERVICE” means the testing service to be provided by the Supplier for the Client and referred to in the Order Form;

“SUPPLIER” means [SAFE T LIMITED _____] (registered in [__ENGLAND AND WALES _____] under number [_6018542_____]);

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Service

2.1 The Supplier shall provide the Service to the Client subject to these Terms. Any changes or additions to the Service or these Terms must be agreed in writing by the Supplier and the Client.

2.2 The Service will be supplied on the date agreed by the parties on the Order Form. The Report will reflect the condition of the area tested at the date and time of the test. Unless agreed otherwise on the Order Form, the Supplier will provide all equipment necessary to provide the Service.

2.3 The Service shall be provided in accordance with the Order Form and otherwise in accordance with the Supplier’s current brochure or other published literature relating to the Service from time to time, subject to these Terms.

2.4 The Supplier may at any time without notifying the Client make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.

3 Charges

3.1 Subject to any special terms agreed, the Client shall pay the Supplier’s Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Service.

3.2 All charges quoted to the Client for the provision of the Service are exclusive of any Value Added Tax, for which the Client may be additionally liable at the applicable rate from time to time.

3.3 The Supplier shall be entitled to invoice the Client for the Charges from the date of supply of the Report, or at other times agreed with the Client.

3.4 The Supplier’s Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier’s invoice.

3.5 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4 % above the base rate from the due date until the outstanding amount is paid in full.

4 Rights in Client Materials and Report

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 any Client Materials shall belong to the Client

4.1.2 any Report shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Client, subject to payment in full of the Supplier’s Charges.

4.2 Except as required by law or regulation, or in accordance with the Order Form, the Supplier shall keep all Client Materials and Reports confidential.

5 Warranties and Liability

5.1 The Supplier warrants to the Client that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Order Form.

5.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Materials or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible or arising from their late arrival or non-arrival, or any other fault of the Client.

5.3 Except in respect of death or personal injury caused by the Supplier’s negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier’s charges for the provision of the Service, except as expressly provided in these Terms.

5.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier’s obligations in relation to the Service, if the delay or failure was due to any cause beyond the Supplier’s reasonable control.

5.5 The Supplier will maintain public liability and professional indemnity insurance in respect of its liability hereunder.

6 Termination

6.1 Either party shall be entitled to terminate the Contract at any time by giving not less than 1 months’ written notice to the other. Cancellation of any Contract by the Client other than as set out herein will incur a cancellation fee of 50% of the Charges payable by the Client as per the Order Form.

6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

7 General

7.1 These Conditions (together with the terms, if any, set out in the Order Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing, by post or facsimile.

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

7.5 English law shall apply to the Contract, and the parties agree to submit to the

non-exclusive jurisdiction of the English courts.

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