

**1. Application**

These Terms and Conditions shall apply to the provision of the service ("Services") by <<insert business / trading name>> [a company registered in the country of registration] under number <<insert company registration number>> [registered office is at] OR [of] <<insert address>> ("Supplier") to you. These terms and conditions shall apply to the provision of Services unless otherwise stated in writing between the Provider and the Client.

**2. Interpretation in these Terms and Conditions**

"business day" means a day other than a Saturday, Sunday or bank holiday. These terms are for convenience only and shall not affect their interpretation. Where a singular number shall include the plural and vice-versa.

**3. Services**

3.1 With effect from the commencement date stated in this quotation and the Fees being paid in accordance with these Terms and Conditions, the Supplier shall provide the Services to the Client.

3.2 The Supplier shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice.

3.3 The Supplier shall use its best and reasonable endeavour to ensure the performance of the Services within the time agreed as set out in this quotation. Time will not be of the essence in the performance of these obligations.

**4. Client Obligations**

4.1 The Client shall use its best and reasonable endeavours to provide the Supplier with access to any and all relevant information, materials, properties and documents and are required to enable the Supplier to provide the Services.

4.2 The Client shall use its best and reasonable endeavours to obtain all necessary consents, licences or other matters which are required to enable the Supplier to provide the Services.

4.2 The Supplier shall not be liable for any delay or failure to provide the Services if such delay or failure is due to the Client's failure to comply with the obligations set out in Clause 4.

**5. Fees [and Deposit]**

5.1 The fees ("Fees") for the Services are set out in this quotation.

5.2 In addition to the Fees, the Supplier shall be entitled to recover reasonable incidental expenses for materials used and for third party services supplied in connection with the Services.

5.3 The Client shall pay the Supplier for any additional services provided that are not specified in this quotation in accordance with the Supplier's applicable <<e.g. daily / hourly>> rate in effect at the time of performance of the Services as may be agreed between the Supplier and the Client. The Supplier's Clause 5.2 shall also apply to such additional services.

5.4 The Fees are [inclusive] OR [exclusive] of any applicable VAT levies which are imposed or charged by any competent authority.

5.5 The Client shall be required to pay a deposit ("Deposit") as detailed in this quotation either at the time of accepting this quotation or within <<insert period>> days of the date of this quotation.

5.6 If the Client does not pay the Deposit to the Supplier in accordance with Clause 5.5 the Supplier shall have the right to withhold provision of the Services until the Deposit is received or may terminate in accordance with Clause 9.

5.7 The Deposit shall be non-refundable unless the Supplier fails to perform the Services and is at fault for such failure (where the failure is not the fault of the Client). [The Supplier shall be liable to refund the Deposit to the Client if the Supplier shall be made].]

**6. Quotation, Contract and Variation**

6.1 The Supplier is not obliged to accept an order for Services from the Client if the Client has supplied references which are requested by, and satisfactory to, the Supplier.

6.2 This quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).

6.3 Having issued this quotation which is a contractual offer to provide the Services, the Supplier agrees to enter into a contract for the provision of Services if the Client has written acceptance of this quotation and of these Terms and Conditions.

6.4 This quotation is valid for a period of <<insert period e.g. 30 days>> from the date shown overleaf unless expressly withdrawn by the Supplier at any time.

6.5 Either the Supplier or the Client may cancel the order for any reason without the Client's acceptance (or rejection) of this quotation.

6.6 If the Client wishes to vary any details of the Services it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any such changes and additional costs shall be invoiced to the Client.

6.7 If, due to circumstances beyond its control, the Supplier has to vary the Services or the arrangements relating to the provision thereof, it shall notify the Client immediately. The Supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Client arrangements as close to the original arrangements as possible in the circumstances.

**7. Payment**

7.1 Following the Client's acceptance of this quotation, the Supplier shall invoice the Client for the Fees either:

- (a) upon completion of its provision of the Services; or
- (b) on the invoice dates set out in this quotation.

7.2 The Client shall pay the Fees due within <<insert period>> days of the date of the Supplier's invoice or otherwise in accordance with any credit terms set out in the Supplier's invoice and the Client.

7.3 Time for payment shall be of the essence of the Contract between the Supplier and the Client.

7.4 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier shall charge the Client interest at the rate of <<insert percentage>>% per annum (or the <<insert bank name>> base rate from time to time on the amount due) until payment is received in full.

7.5 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier shall have the right to suspend any further provision of the Services and to cancel any future services which may have been ordered by, or otherwise arranged for, by the Client.

7.6 Receipts for payment will be issued by the Supplier only at the Client's request.

7.7 All payments must be made in <<insert currency>> unless otherwise stated in writing between the Supplier and the Client.

**8. Sub-Contracting**

[The Supplier shall not be free to sub-contract the provision of the Services to any other party (or parties).] OR



shall be free to sub-contract the provision of the Services (or any part thereof) to any other party (or parties).

The Supplier shall not be liable for any delay or failure to provide the Services if such delay or failure is due to the Client's failure to comply with the obligations set out in Clause 4.

The Client shall terminate the provision of the Services immediately if the Client commits a material breach of its obligations under these Terms and Conditions.

The Client shall not become the subject of a bankruptcy order or takes advantage of any insolvency procedure for the relief of insolvent debtors.

The Client shall not enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986 or any scheme or arrangement is made with its creditors; or

The Client shall not convene any meeting of its creditors, enters into voluntary or compulsory liquidation, or appoints a receiver, manager, administrator or administrative receiver appointed in connection with the Services or undertakings or any part thereof, any documents are filed with the court in connection with the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying person (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), or a petition is presented to any court for the winding up of the Client or an administration order in respect of the Client, or any proceedings are brought in connection with the insolvency or possible insolvency of the Client.

**Intellectual Property and Data Protection**

The Supplier reserves all copyright and any other intellectual property rights (if any) in the products of, or in connection with, the provision of the Services. The Client reserves the right to take such action as may be appropriate to restrain or prevent the Client from the use of such intellectual property rights.

The Client acknowledges that the information that the Supplier may use will be collected, processed, and stored in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR. For complete details of the Supplier's collection, processing, storage, and retention of personal data in connection with the Services, the purpose(s) for which personal data is used, the legal basis for the processing, and the details of the Client's rights and how to exercise them, and the location of the data (where applicable), please refer to the Supplier's Privacy Notice located at <<insert location>>.

**Indemnity**

The Client shall not be liable by reason of any representation, implied warranty, condition or otherwise, at common law or under these Terms and Conditions, be liable for any indirect, special or consequential loss, damage, costs, expenses or other losses (whether caused by the Supplier's employees, agents or otherwise) in connection with the provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied.

The Client shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any obligations if such delay or failure is due to any cause beyond the Client's control.

The Client shall indemnify the Supplier against all damages, costs, claims and expenses (including reasonable legal costs) incurred by the Supplier arising from any loss or damage to any equipment (including third parties) caused by the Client [or its agents or employees].

These Terms and Conditions shall limit or exclude the Supplier's liability for any loss or damage (including consequential loss or damage) caused by its negligence or for any other matters for which it would otherwise be liable to exclude or limit liability.

The Client shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, governmental action or any other event that is beyond the control of the Client.

**Notices**

Notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

Notices shall be deemed to have been duly given:

- if delivered by courier or other messenger (including registered mail) during the business hours of the recipient;
- if transmitted by fax or email and a successful transmission report or return receipt is received;

otherwise, five business days following mailing, if mailed by national ordinary mail; or three business days following mailing, if mailed by airmail.

Notices under these Terms and Conditions shall be addressed to the most recent address or fax number notified to the other party.

The Client's acceptance of these Terms and Conditions shall be deemed to constitute a waiver of any subsequent breach of the same or any other obligation of the Client.

Any delay on the part of either the Supplier or the Client to exercise any right or remedy under these Terms and Conditions shall operate as a waiver of, or partial exercise of any such right, power or privilege preclude, any other exercise of any other right, power or privilege.

If one or more of these Terms and Conditions is found to be unlawful, unenforceable, that / those provisions shall be deemed severed from these Terms and Conditions (which shall remain valid and enforceable).

These Terms and Conditions (including any non-contractual matters and obligations associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

**Dispute Resolution**

In the event of any controversy, proceedings or claim between the Seller and the Buyer arising out of or in connection with these Terms and Conditions (including any non-contractual matters and obligations associated therewith) shall fall within the jurisdiction of the courts of England and Wales.