

## 1. Application

1.1 These Terms and Conditions shall apply to the services detailed overleaf ("Services") by <<insert business name>> [a company registered in <<insert country>> under number <<insert company registration number>> registered office is at] OR [of] <<insert address>> ("Supplier") and to the payment of this invoice. No other conditions shall apply to the provision of Services unless agreed upon in writing between the Supplier and the Client.

1.2 The essence of these Terms and Conditions remain those included with the Supplier's quotation. The terms herein reflect the inclusion of these Terms and Conditions in a quotation.

## 2. Interpretation

2.1 A "business day" means any day other than a Saturday or bank holiday.

2.2 The headings in these Terms and Conditions are for reference only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

## 3. Fees

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

3.2 In addition to the Fees, the Supplier is entitled to recover the Client reasonable incidental expenses for materials used, transport of party goods and / or services supplied in connection with the Services. Any such expenses are included in this invoice.

3.3 The Client has agreed to pay the Supplier for any additional services provided by the Supplier that are not specified in the quotation in accordance with the Supplier's current, applicable <<e.g. rate in effect at the time of performance or such other rate as agreed between the Supplier and the Client. Any such services so rendered are detailed and charged for in this invoice.

3.4 The Fees are [inclusive] OR [exclusive] of any applicable other taxes or levies which are imposed or charged by the relevant authority.

## 4. Quotation and Contract

4.1 The quotation constitutes written acceptance and contract between the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).

4.2 The quotation is a contractual offer to provide the Services if the Client has accepted. The Supplier and the Client have entered into a contract for the provision of the Services.

## 5. Payment

5.1 The Client shall pay the Fees due under this invoice within <<insert period>> of the date of this invoice or otherwise in accordance with the credit terms agreed between the Supplier and the Client.

5.2 Time for payment is of the essence of the contract between the Supplier and the Client.

5.3 If the Client fails to make payment within the period <<insert period>>, the Supplier shall charge the Client interest at the rate of <<insert percentage>>% per annum above the <<insert bank rate>> from time to time on the amount outstanding until payment is received in full.

5.4 If the Client fails to make payment within the period <<insert period>>, the Supplier shall have the right to suspend the provision of the Services (where the provision of the Services is ongoing) until payment is received in full.

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

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

## 6. Liability and Indemnity

6.1 The Supplier will not be liable for any loss or damage, direct, indirect, special or consequential loss, damage, costs, expenses or claims (whether caused by the Supplier's employees or otherwise) in connection with its provision of the Services or 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.

6.2 The Supplier 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 of the Services or such delay or failure is due to any cause beyond the Supplier's reasonable control.

6.3 The Client shall indemnify the Supplier against all claims and expenses suffered by the Supplier arising from the use of the Services.

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any equipment (including that belonging to third parties) of the Client [or its agents or employees].

These Terms and Conditions shall limit or exclude the liability of the Supplier for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

## 7. Force Majeure

The Supplier shall be liable for any failure or delay in performing their obligations under these Terms and Conditions if such failure or delay results from any cause that is outside the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, war, governmental action or any other event that is outside the control of the party in question.

## 8. Notices

Notices under these Terms and Conditions shall be in writing and shall be given on behalf of, the party giving notice (or a duly authorised person) to the other party.

Notices shall be deemed to have been duly given:

(a) if delivered by courier or other messenger (including email) during the normal business hours of the recipient;

(b) if transmitted by fax or email and a successful receipt or return receipt is generated;

(c) on the business day following mailing, if mailed by national post;

(d) on the business day following mailing, if mailed by airmail.

Notices under these Terms and Conditions shall be addressed to the party at the address, email address or fax number notified to the other party.

The Client's acceptance of these Terms and Conditions by the Supplier of any breach of these Terms and Conditions shall be considered as a waiver of any other remedy or right of the same or any other provision.

The Client's delay on the part of either the Supplier or the Client to exercise its rights, power or privilege under these Terms and Conditions shall be a waiver of, nor shall any single or partial exercise of its rights, power or privilege preclude, any other or further exercise of its rights, power or privilege.

If one or more of these Terms and Conditions is found to be invalid or otherwise unenforceable, that / those provisions shall be severed from the remainder of these Terms and Conditions and shall remain valid and enforceable).

## 9. Data Protection

The information that the Supplier has used or may use has been collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR. For the purposes of the Supplier's collection, processing, storage, and use of personal data including, but not limited to, the purpose(s) for which the data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data (where applicable), please refer to the Supplier's Privacy Notice <insert location>.

## 10. Jurisdiction

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

Any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.