



Terms and Conditions for Supply of Services

of **CP Business Support Services Ltd**, a limited company registered in England and Wales under number 10980384 with its registered office at 19B Mafeking Avenue, Brentford TW8 0NJ (the **Company**)

1. Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services as set out in the Order.

Client: the person or firm who purchases Services from the Company.

Client Default: has the meaning set out in clause 5.2.

Commencement Date: the date on which the Order is accepted by the Client.

Conditions: these terms and conditions as amended from time to time in accordance and any special terms and conditions agreed in writing by the Client.

Contract: the quotation accepted in writing by the Client together with the Conditions herein.

Force Majeure Event: has the meaning set out in clause 10.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights in any jurisdiction.

Order: the Client's written acceptance of the Company's quotation and the Conditions herein.

Services: the services supplied by the Company to the Client as set out in the Order.

Termination Date: the date on which the Company's appointment is terminated.

2. Interpretation

- 2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 2.2. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.3. A reference to writing or written includes email or post but does not include fax.
- 2.4. A reference to a person includes natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted,
- 2.5. A reference to a document is a reference to that document as from time to time supplemented or varied.

3. Conditions

- 3.1. These Conditions shall form the basis of the contract between the Company and the Client in relation to the provision of Services, to the exclusion of all other terms and conditions including the Client's standard conditions of purchase or any other conditions which the Client may purport to apply under any purchase order or confirmation of order or any other document.
- 3.2. All orders for Services shall be deemed to be an offer by the Client to purchase Services from the Company pursuant to these Conditions.
- 3.3. Acceptance of commencement of the Services shall be deemed to be conclusive evidence of the Client's acceptance of these Conditions.
- 3.4. These Conditions may not be varied except by the written agreement of a director of the Company.
- 3.5. These Conditions represent the whole of the agreement between the Client and the Company. They supersede any other conditions previously agreed.

- 3.6. These Conditions do not create any partnership, joint venture or employment relationship between the parties. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

4. Supply of Services

The Company agrees:

- 4.1. to undertake and provide the Services in accordance with any brief or instruction and deadline set by the Company using reasonable care and skill;
- 4.2. to delegate performance of the Services to such suitably qualified and experienced personnel as from time to time deemed appropriate if is unable at any time to perform his services due to circumstances beyond his or her control. The Company must notify the Client if this power to delegate is exercised and provide details of the name of the delegate;
- 4.3. to keep the Client informed of progress on the Services in which they are engaged and shall produce written reports on the same on a regular basis;
- 4.4. to roll over any unused hours from a monthly package into the following month only.

5. Client's obligations

- 5.1. The Client shall:
 - 5.1.1. ensure that the terms of the Order and any information it provides are complete and accurate;
 - 5.1.2. co-operate with the Company in all matters relating to the Services;
 - 5.1.3. provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 5.1.4. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - 5.1.5. comply with any additional obligations as set out in the quotation.
- 5.2. If the Company's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - 5.2.1. the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default;
 - 5.2.2. the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3. the Client shall indemnify the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

6. Charges and payment

- 6.1. Project work (scoped out outside monthly packages) shall be invoiced on completion of the work.
- 6.2. Monthly packages shall be invoiced on Commencement Date and then monthly, where a "month" represents the period between the same dates in successive calendar months. If the date does not exist in a certain month, the invoice will be issued on the nearest subsequent day to this.
- 6.3. Payment of the charges shall be due in full within 7 days of the date of the Company's invoice by cheque or bank transfer. A fee of £20 will be charged for any returned cheques.
- 6.4. Time for payment shall be of the essence of the Contract.
- 6.5. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 6.6. The Client shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Company
- 6.7. In the case of additional work being needed or requested and which has not been covered by the Order, the resulting additional fees will be charged as variations to the Order.

- 6.8. In the case of work requested with less than 24 hours' notice, an emergency rate of £40 per hour will be applied.
- 6.9. In the case of an Order being cancelled/terminated, the Client agrees to pay for all work completed up to that point.
- 6.10. The Company shall be entitled to be reimbursed by the Client for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Company providing the Client with vouchers, receipts or other evidence of actual payment of such expenses. These expenses shall be added to the monthly/project invoice retrospectively.

7. Confidentiality

- 7.1. Each party undertakes that it shall not at any time during the supply of Services period, and for a period of one year after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 7.2 below.
- 7.2. Each party may disclose the other party's confidential information to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 7.4. All work undertaken will be kept on file for a period of 12 months. After this time, work will be deleted unless specifically instructed otherwise.

8. Limitation of Liability (*Note: The Client's attention is particularly drawn to this clause*)

- 8.1. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.
- 8.2. Subject to clause 8.1, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the supply of Services for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill; and any indirect or consequential loss.
- 8.3. Subject to clause 8.1, the Company's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the total Charges paid under the Order.
- 8.4. This clause 8 shall survive termination of the Order.

9. Termination

- 9.1. Without limiting its other rights or remedies, either party may terminate this agreement by giving the other party not less than 14 Business Days' in writing.
- 9.2. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 9.2.1. the other party commits a material breach of any condition herein and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 9.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 9.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.3. Without limiting its other rights or remedies, the Company may terminate the supply of services with immediate effect by giving written notice to the Client if the Client fails to pay any amount due on the due date for payment and remains in default not less than 7 days after being notified to make such payment.

10. Force Majeure

- 10.1. For the purposes of this agreement, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 10.2. The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- 10.3. If the Force Majeure Event prevents the Company from providing any of the Services for more than 4 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the Client.

11. General

- 11.1. **Data protection.** The Company and the Client agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto.
- 11.2. **Third parties.** No one other than a party to this agreement shall have any right to enforce any of its terms.
- 11.3. **Variation.** The Company may revise these terms and conditions at any time and shall notify the Client in any such event in writing.
- 11.4. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 11.5. **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 11.6. **Law and jurisdiction.** This agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.
- 11.7. **Intellectual property rights.** All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.