

TERMS AND CONDITIONS

1. INTERPRETATIONS

- 1.1 CUSTOMER means any individual, partnership, limited company, charity or organisation that from time to time purchases Services from the Supplier as set out in the Quotation Form.
- 1.2 SUPPLIER means Repairs and Maintenance Facilities Management Services, The Council of the City of Coventry, whose registered address is Council House, PO Box 15, Coventry CV1 5RR.
- 1.3 APPLICABLE LAWS: all applicable laws, statutes, regulations and codes from time to time in force.
- 1.4 BUSINESS DAY: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.5 BUSINESS HOURS: 7.30am to 4pm on a Business Day.
- 1.6 CUSTOMER'S EQUIPMENT: any equipment, including tools, plant, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in the Quotation Form.
- 1.7 CUSTOMER MATERIALS: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services.
- 1.8 CHARGES: shall mean all charges and expenses that will be invoiced by the Supplier to the Customer for the Services provided.
- 1.9 PURCHASE ORDER: means a document accepting the Services to be provided by the Supplier from the Customer together with these Terms and Conditions.
- 1.10 QUOTATION FORM: means a statement of work, quotation or other similar document describing the Services to be provided by the Supplier together with these Terms and Conditions.
- 1.11 SERVICES: means the services specified in the Quotation Form.
- 1.12 SUPPLIER'S EQUIPMENT: any equipment, including tools, plant, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Services including any such items specified in the Quotation Form but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.
- 1.13 TERMS AND CONDITIONS: means the terms and conditions of supply set out in this document and incorporated into the Quotation Form and Purchase Order and any special terms and conditions agreed in writing by the Supplier.
- 1.14 UK DATA PROTECTION LEGISLATION: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version General Data Protection

Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, any guidance and codes of practice issued from time to time.

2. BASIS OF TERMS AND CONDITIONS

- 2.1 These Terms and Conditions shall apply to all Purchase Orders raised for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication by the Customer.
- 2.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and shall not form part of the Terms and Conditions or have any contractual force.

3. THE SERVICES

- 3.1 The Customer shall be deemed to have accepted these Terms and Conditions and shall be legally binding following acceptance of the Quotation Form and a Purchase Order being raised.
- 3.2 The proposed time required to complete the Services shall be dependent upon the receipt of the materials. If further time is required, the Customer will be consulted before any further activity takes place.
- 3.3 The Supplier shall not be liable for failure to complete the work within the proposed timeline.

4. SUPPLIERS OBLIGATIONS

- 4.1 The Supplier shall perform the Services with reasonable skills and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 4.2 The Supplier reserves the right to vary the Services if necessary, to comply with any Applicable Law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services the Supplier shall notify the Customer in any such event.
- 4.3 The Supplier shall notify the Customer of any relevant health and safety issues and the Customer shall rectify or take action appropriately at their sole cost.

5. CUSTOMERS OBLIGATIONS

- 5.1 The Customer shall:
 - (a) co-operate with the Supplier in all matters relating to the Services and as specified in the Quotation Form;
 - (b) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required in connection with the Services and ensure that they are accurate and complete;
 - (c) inform the Supplier of all health and safety and security requirements including asbestos register that apply at the Customer's premises,
 - (d) obtain and maintain all necessary licences, consents, approvals and comply with all relevant legislation as required to enable the Supplier to provide the Services, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents

and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

- (e) keep, maintain and ensure the Supplier's Equipment is in good condition and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation;

5.2 If the Supplier's performance of its obligations is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5.3 If Clause 5.2 applies, the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in Clause 5.1. The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the default by the Customer.

6. CHARGES AND COMPLETION OF SERVICES

6.1 The Charges for the Services is as specified in the Quotation Form.

6.2 The Supplier shall invoice the Customer for the Charges following completion of the Services.

6.3 Completion of the Services shall be deemed to have taken place when such work as described in the Quotation Form has been carried out.

6.4 The Customer shall pay each invoice submitted to it by the Supplier within thirty (30) days of receipt to a bank account nominated in writing by the Supplier from time to time

6.5 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest 4% above the Bank of England base rate from time to time on the outstanding amounts.

7. DATA PROTECTION

Both Parties shall comply with all applicable requirements of the Data Protection Legislation. The Customer shall indemnify the Supplier against any losses, damages, cost or expenses incurred by the Supplier arising from, or in connection with any breach of the Customer's obligations under these Terms and Conditions.

8. INSURANCE AND LIABILITY

8.1 The Supplier shall effect and maintain policies of insurance in respect of risks which may be incurred by the Supplier arising from the Services including death or personal injury or loss of or damage to property.

8.2 The restrictions on liability in this Clause 8 apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate default or otherwise.

8.3 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and any liability which cannot be limited or excluded by Applicable Law; or

(d) shall limit or exclude the Customer's liability under any indemnities contained in these Terms and Conditions.

8.4 Subject to Clause 8.2 the Supplier's total liability to the Customer shall not exceed the total Charges.

8.5 Subject to Clause 8.2 in no event shall the Supplier be liable to the Customer for any:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts;
- iv. loss of anticipated savings;
- v. loss of use or corruption of software, data or information;
- vi. loss of or damage to goodwill; and
- vii. indirect or consequential loss.

8.6 The terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

8.7 The Customer shall keep the Supplier indemnified against actions, claims, proceedings, losses, costs and damages, including any legal costs and other expenses relating to breach of its obligations, arising out of any negligence or wrongful act by the Customer.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Service with immediate effect by giving written notice to the other party if:

- (a) the Customer fails to pay any amount due for the Services on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;
- (b) the Customer commits a material breach of any term of the Terms and Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

9.2 For the purposes of Clause 9.1(b) material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of the Terms and Conditions.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Services:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;

11. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

12. VARIATION

No variation of the Services and these Terms and Conditions shall be effective unless it is in writing and signed by the parties.

13. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

15. NOTICES

- 15.1 Any notice or other communication given to a Party under or in connection with the Services shall be in writing and shall be sent by email to the address specified in the Quotation Form.
- 15.2 Any notice or communication shall be deemed to have been received upon accepting a read receipt, acknowledgment of the email or, if this time falls outside business hours in the place of receipt, the next Business Day.

16. DISPUTE RESOLUTION

If a dispute arises out of or in connection with the Services, the performance, validity or enforceability of it (Dispute) then the Parties shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute.

17. GOVERNING LAW AND JURISDICTION

Any disputes or claims arising out of or in connection with these Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.