Standard Terms & Conditions of Business

The following Conditions comprise the standard terms of business of Hydraulic Technical Services (Consultants) Ltd and all work undertaken by the Company shall be on these terms to the exclusion of any others unless specified in writing and signed for and on behalf of the Client and by a director for and on behalf of the Company. In accepting the Quotation and engaging the Company, these Conditions shall be deemed to have been accepted by the Client as a Contract between the parties.

1. Definitions

'the Client' The individual, business or corporate body for whom the Quotation is prepared and the Services are provided

'the Company' Hydraulic Technical Services Ltd including where applicable its employees, suppliers, agents or sub-contractors acting on behalf of the Company

'**the Conditions'** The provisions set out below which shall constitute a contract between the parties

'**the Price'** The fees due to the Company from the Client in payment for the Service

'**the Quotation'** The documents from the Company to the Client setting out the Service offered by the Company to the Client including the Price. The Quotation shall have a unique reference number

'the Service' The work to be undertaken by the Company in accordance with the Quotation

'the Goods' Any items manufactured, repaired, serviced or supplied by the Company in connection with the Service

'the Variation' Any change, postponement, delay or amendment to the documented Goods or Services as contained in the Quotation

2.Validity

2.1 The Services and Price contained in the Quotation remain valid for 30 days. The Company may withdraw or amend any Quotation at any time prior to Client acceptance.

3. Commencement and completion

3.1 The service will commence according to the schedule outlined in the Quotation. The Company may withdraw or amend any Quotation at any time prior to Client acceptance. Whilst the Company shall endeavour to adhere to the schedule and complete the Service according to the timescale as agreed in the Quotation or any variant as agreed in writing, the Company shall not be liable under any circumstances for any delays or loss howsoever caused.

4. The Price

4.1 All prices are subject to VAT at the prevailing rate.

4.2 The price payable for the Services shall be as set out in the Quotation. All prices are estimates only and are subject to price adjustments to allow for any increase in costs coming into effect before the completion date

4.3 No price retentions shall apply unless stated otherwise

4.4 Prices may be varied by agreement if the requirements change, if delays occur or other circumstances dictate which are outside the control of the Company

4.5 Prices do not include packaging and delivery of Goods to the given address unless stated otherwise in the Quotation

5. Payments

5.1 The client will be invoiced according to the payments set out in the Quotation.

5.2 Payment is due within 30 days of invoicing by transfer into the account of the Company as designated in their invoice and shall reference the Purchase Order Number

5.3 Payments made within 14 days of invoice shall attract an early payment discount of 1.5%

5.4 Late payments shall attract a premium of 3% interest above base rate per month on a day to day basis for the period by which the payment is overdue, measured as days over 30, from the date the invoice was raised.

5.5 No payments received will be refunded to the Client for whatsoever reason

6. Cancellation

6.1 The Service may be cancelled by the Client after accepting the Quotation and will be effective from the date that written notice of such cancellation is received by the Company.

6.2 Any part of the Service which has been completed or part completed including any Goods before receipt of the written cancellation, shall be paid for by the Client, including materials and all work in progress

6.3 Any Goods which were specifically ordered or made for the contract shall be paid for in full

6.4 Any payments which fell due before receipt of the written cancellation shall be paid in full by the Client

6.5 No monies already paid prior to notice of cancellation shall be refunded for whatsoever reason

6.6 The Company shall be entitled for reasonable compensation as it sees fit for any direct losses so incurred

7. Returns

7.1 Return of goods supplied against a Clients order (unless defective) will not be accepted unless previously agreed to in writing by the Company.

7.2 No refunds or credit will be granted and full payment will be due unless previously agreed to in writing by the Company

8 Title

8.1 Title in the Goods shall remain in the Company and only pass to the Client when payment in full has been made. The Client shall permit the Company to repossess its Goods at any time prior thereto or in the event that the goods are at the premises of a third party then the Client shall if so requested by the Company remove the Goods from such premises and return to the Company forthwith

9. Goods or Services supplied by the Client

9.1 The Client shall supply or provide access to goods, materials and services which are the property of the Client in order that the Company can carry out the work

10. The Company's responsibilities

10.1 The Company agrees to carry out the work according to the Quotation following a written Purchase Order from the Client

10.2 The Company agrees to exercise all reasonable skill and care in the provision of the Services in accordance with the terms of the Quotation

11. The Client's responsibilities

11.1 The Client will raise a Purchase Order against the Quotation

11.2 The Client agrees to pay the Company the charges, fees and expenses in accordance with the Quotation

11.3 The Client agrees to pay for any agreed Variation to the Quotation

11.4 The Client agrees to supply any Goods, Specifications or other services as necessary under the terms of the Contract

11.5 The Client will ensure that access to any relevant site and supply of utilities is available to the Company at all reasonable times and as particularly stated in the Quotation

11.6 The Client must rely on its own skill and judgement in relation to accepting the Goods and Service provided by the Company

12. Exclusions

12.1 Unless otherwise stated in writing in the Quotation, the following exclusions apply to the Goods and Services

12.2 Cost of parts or Services which could not be calculated at the time of the Quotation.

12.3 Commissioning and Training

12.4 any other aspects of the work which cannot reasonably be interpreted as constituting part of the contract

13. Liability of the Company for Loss or Damage

13.1 The Company shall not be liable for any loss or damage to any Goods or Services which are the property of the Client whilst in the custody of the Company or in transit and the Client shall be responsible for effecting adequate insurance of the Goods and Services against such loss or damage

13.2 The Company shall not in any circumstances be under any liability to the Client for any defect in failure or unsuitability for any purpose of the Goods for any consequential loss, damage, claim or any other liability caused whether or not due to the negligence of the Company (other than liability for death or personal injury resulting from the Company's negligence).
13.3 The total of the Company's liabilities arising under or in connection with the contract and for any subsequent phase of the work shall be limited to making good at its own expense any defects in the Services provided
13.4 The Company accepts no liability whatsoever in respect of third party claims or for consequential loss or damage of any kind and the Client shall indemnify the Company against third party claims unless such liability be caused by faulty materials or workmanship or negligence on the part of the Company.

14. Insurance

14.1 Supplier and Purchaser warrant that they hold sufficient and relevant insurance for liabilities in respect of damage to Goods, persons or property occasioned by their neglect and shall keep such insurance in force during the provision of work under the given Contract.

15. Variations and Alterations in the Price

15.1 In the event of any changes to the Quotation howsoever arising, the Company retains the right to make additional charges to the Client for extra materials, transportation, additional equipment hire, labour and miscellaneous costs.
15.2 Additional services requested by the Client and not included in the Quotation must be agreed in writing and will be payable within 30 days of completion of the work

16. Accelerated works

16.1 Should it be necessary to meet deadlines or timescales occasioned by delays outside the control of the Company, then the Company shall endeavour to meet such timescales but reserves the right to charge for any additional costs including overtime and weekend working. Such work shall be considered a Variation under the Contract

17. Inspection

17.1 The Client shall be at liberty at all reasonable times to inspect the Goods or any part of the Service and to comment on any aspect of the work which they do not perceive as complying with the Contract. The Company shall endeavour to resolve any comments to the satisfaction of both parties

18. Specifications

18.1 Any Specifications, designs and drawings or other documents referring to the standard of preparation of the Service shall be agreed by both parties before commencement of the work. The Client shall be solely responsible for the accuracy of same supplied to the Company and in conformity with which the Company is to supply the Service, notwithstanding that the Company may have examined, inspected or commented upon such specifications, designs, drawings and other such information
18.2 The Company will endeavour to supply the Service to your requirements and to the accepted specifications but reserves the right to modify or otherwise alter to the nearest equivalent standards should circumstances dictate

19. Disputes

19.1 Any disputes of whatever nature regarding the performance of either party under the terms on this contract shall be documented in full according to the Company complaints procedure and the party given such time, as appropriate, to address such dispute.
19.2 Where possible, any disputes under these terms shall be agreed by mutual consent
19.3 Both parties agree to use the Alternative Dispute Resolution (ADR) procedures and agree to abide by any such rulings

20. Force Majeure

20.1 Whilst every effort will be made by the Company to carry out the Service, the full performance of it is subject to variation or cancellation by the Company consequent on Act of God, War, Strikes, Riots, Fire, Floods, Theft, Vandalism, Restrictions on the use of Transport or any other cause beyond the control of the Company, including damage to the Goods which the Company was unable to make good in time.

21. Warranties

21.1 The Company warrants that it will work to generally accepted industry standards in the provision of its services and will use staff competent to carry out the work, including subcontractors
21.2 All equipment supplied will function according to its specification always providing that third party goods will be subject to the particular suppliers underlying warranties
21.3 The Company shall repair any defects or replace at its discretion should material faults occur in the provision of any Goods
21.4 The Company regards Health & Safety as paramount and will act at all times under the provisions of the Act

22. Intellectual property

22.1 The Quotation is the property of the Company and has been specifically prepared on the Client's behalf. The Quotation is tendered on the express understanding that its contents, drawings, designs, specifications and other materials are copyright and that the ideas expressed in it are, and remain, the intellectual property of the Company

23. Confidentiality

23.1 Each party shall treat as confidential all information which is confidential to the other. Both parties will keep confidential each other's business information to which they may have access as a result of the contract. It should be understood that no information contained in the Quotation, including specifications, designs, drawings or prices, should be divulged to any third party without prior written consent.

24. Termination by the Company

24.1 The Company may terminate the Contract by giving seven days notice in writing and without prejudice under the following circumstances:
24.2 If the Client shall fail to provide a satisfactory bank reference or should the Company discover that the Client is not credit worthy sufficient for the value of the Service being provided
24.3 If the Client is in arrears for a period in excess of thirty days after payment has become due
24.4 If the Client commits any material breach of the Contract where such a breach is incapable of remedy
24.5 If the Client becomes insolvent or assigns its assets for the benefit of creditors to wind up the business, dissolve, liquidate or otherwise cease to trade business in the normal course. If the client enters voluntary or involuntary liquidation, this Contract will automatically terminate on day prior to the filing of such petition by or against the Client

25 Termination by the Client

25.1 The Client may terminate the Contract by notice in writing if
25.1.1 The Company is in material breach of any terms of the Contract which in the case of a breach capable of remedy is not remedied by the relevant party within 30 days of receipt of the Company of a notice from the Client specifying the breach and requiring its remedy
25.1.2 The Company shall be incompetent, guilty of gross negligence in respect of its obligations or become incapable by reason of mental disorder of performing its duties hereunder
25.1.3 The Company becomes insolvent or assigns its assets for the benefit of creditors to wind up the business, dissolve, liquidate or otherwise cease to trade business in the normal course. If the Company enters voluntary or involuntary liquidation, this Contract will automatically terminate on day prior to the filing of such petition by or against the Company

26.Special Conditions

26.1 The Company reserves the right to charge for storage of items and equipment and associated costs should the Client not be able to take delivery on the agreed date
26.2 The Company reserves the right to dispose of any items or equipment should the Client not make payment within 6 months of them being informed of the completion of the work
26.3 For the term of this agreement and for a period of six months thereafter both parties agree not to - either personally or by an agent - approach, solicit, seek out, or by any other means endeavour to entice any employee away from the other. The parties agree that damages of one years salary of the employee should be paid by way of compensation should this occur

27. Laws of England

27.1 The Contract shall comprise with the Quotation the entire Agreement between the Parties and supersedes any previous understandings, commitments, agreements, representations whatsoever whether written or oral and may not be amended except in writing by a duly authorised representative of both parties hereto
27.2 The Contract shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English courts.