

TERMS AND CONDITIONS OF BUSINESS
POPE WOODHEAD AND ASSOCIATES LIMITED

Introduction

- 1.1 All contracts entered into between Pope Woodhead Associates Limited (we or us) are subject to these Terms and Conditions and no others unless expressly agreed in writing. Each of these Terms and Conditions is entirely separate, so that if any of them is held to be invalid for any reason, this shall not affect the remaining provisions which shall continue in full force and effect. These Terms and Conditions cannot be varied save as agreed in writing by us.
- 1.2 Section A will apply to those contracts where you have been requested to provide goods. Section B will apply to those contracts where you have been requested to provide services. The provisions of this Clause 1 (Introduction), will apply to all contracts entered into between us.
- 1.3 Unless expressly stated otherwise, the following definitions shall apply to these Terms and Conditions:
Goods shall mean those items detailed or listed in the Purchase Order (including any replacement thereof); and
Services shall mean those services detailed in the Purchase Order (including any replacement thereof); and
Purchase Order shall mean the order to which these Terms and Conditions are attached.
- 1.4 You shall not, without our prior written consent, sub-contract, assign or transfer your responsibilities under the Purchase Order. You shall be responsible for all work done and Goods and/or Services supplied by sub-contractors.
- 1.5 No drawings, designs, materials and/or information communicated or supplied by us to you may be disclosed. This clause shall not apply to information which:
a) must be disclosed as a matter of law; b) comes into the public domain through no fault of yours; or c) we authorise in writing the disclosure thereof.
- 1.6 It shall be your responsibility to ensure that you have all necessary insurance and other appropriate policies in place in respect of the provision of the Goods and/or Services, and you shall provide evidence of such policies to us upon our request.
- 1.7 You shall not, without our written consent, use our name or otherwise hold yourself out as associated with us in any advertising or publicity material or any in other manner.
- 1.8 These Terms and Conditions and any Purchase Orders to which they relate, will be governed by the laws of England and Wales and you submit to the exclusive jurisdiction of the English Courts.

Section A - Terms Relating to the Provision of Goods

- A1 The Goods must: a) comply in every respect with the description, quantity and quality as set out in the Purchase Order (or if not set out in the Purchase Order be of good quality and material); b) be fit for their purpose as set out in the Purchase Order or notified to you by us and c) be equal to any samples supplied to us.
- A2 You agree to deliver the Goods properly packaged and secured on the date specified in the Purchase Order and to the address in the Purchase Order (unless agreed by us in writing). Each package must state the Purchase Order number clearly. The cost for such delivery of the Goods will be as set out in the Purchase Order, and no additional costs shall be payable by us unless agreed in advance in writing.
- A3 Delivery shall not constitute acceptance by us of the Goods (irrespective of whether a delivery note or other remittance is signed), and such Goods shall be accepted by us only after we have had a reasonable time to inspect them. We shall have the right to reject the Goods (or any part of them) which in our opinion fails to meet the terms of the Purchase Order.
- A4 Time of delivery shall be of the essence.
- A5 If the Goods are not delivered in accordance with the Purchase Order or are not acceptable to us pursuant to clause 6, we shall either: a) be entitled to cancel the contract and reject all of the Goods; or b) accept some of the Goods (but not others), but in no case shall our right to seek damages (including damages for consequential losses) or to pursue any other remedy be in any way restricted.
- A6 The price payable for the Goods (including all expenses and disbursements) shall be as set out in the Purchase Order and payment shall be made by us within 30 days of receiving a valid VAT invoice. All invoices must include the Purchase Order number and be sent to the address as set out in the Purchase Order (unless notified to you in writing).
- A7 Payment will, unless agreed in writing, be made by BACS or cheque in the name or account (as applicable) notified to us on the invoice, and it is your responsibility to notify us of these details.
- A8 You warrant that the Goods do not infringe the rights (including intellectual property rights) of any third party and are supplied free from all liens, charges and any encumbrances whatsoever.
- A9 You hereby agree to indemnify us for any losses whatsoever (including damages for consequential losses) that we may incur as a result of a breach of any of the provisions of the Purchase Order.
- A10 All intellectual property rights in the Goods which have been created for us pursuant to an Purchase Order shall at all times be our property, and you undertake promptly to do all such things necessary to transfer all such rights to us.

Section B - Terms Relating to the Provision of Services

- B1 You shall use your best endeavours to undertake and complete the provision of the Services in accordance with the Purchase Order. Time shall be of the essence.
- B2 In providing the Services, you shall at all times (and ensure that all contractors and/or agents appointed by you) exercise reasonable skill and care. You further agree that it is your responsibility to supervise the provision of the Services.
- B3 Without prejudice to any other Terms and Conditions, it is your responsibility to ensure that the Services do not infringe the rights of any third party or are in contravention of any legislation or applicable codes of practice.
- B4 Except for death or personal injury due to our negligence or that of our personnel, we shall not be responsible to you for any loss or damage which you may incur. In any event, we shall not be liable in respect of any claim for any loss or damage (including any claim for loss of profits or consequential loss or damage) howsoever arising in excess of the amount of fees received by you from us in respect of the Services subject to such claim, and you agree to indemnify us and keep us indemnified against all losses or damages exceeding that amount.
- B5 The costs of the Services (including any and all expenses and disbursements) shall be as set out in the Purchase Order, and payment shall be made by us within 30 days of receiving a valid VAT invoice. All invoices shall be submitted following completion of the provision of the Services only, and in each case must include the Purchase Order number. All invoices must be sent to the address as set out in the Purchase Order (unless notified to you in writing).
- B6 No sums (including without limitation any expenses or disbursements) other than those set out in the Purchase Order shall be charged to us without our express written agreement.
- B7 We shall be entitled to withhold any sums due to you in the event you are in breach of any of these Terms and Conditions.
- B8 Payment will, unless agreed in writing, be made by BACS or cheque in the name or account (as applicable) notified to us on the invoice, and it is your responsibility to notify us of these details.
- B9 You hereby agree to indemnify us for any losses whatsoever (including damages for consequential losses) that we may incur as a result of a breach of any of the provisions of the Purchase Order.
- B10 Once the provision of the Services has commenced, you shall be entitled to suspend or cancel such provision only with our prior written agreement.
- B11 You shall notify us immediately in writing of any change in circumstances and in particular any changes which render the Purchase Order inaccurate or inappropriate in any way and (if appropriate) agree a revised Purchase Order with us.