

PATRICK STILEMAN LIMITED

CONDITIONS FOR SUPPLY OF SERVICES

1. Definitions

- 1.1 **Acceptance** means the written acceptance by the Client of the Company's Quotation;
- 1.2 **Client** means the person who purchases or agrees to purchase Services from the Company and is more particularly identified in the Company's Confirmation of Instructions;
- 1.3 **Company** means Patrick Stileman Limited whose principal office is at 9 Chestnut Drive, Berkhamsted , HP4 2JL
- 1.4 **Conditions** means the terms and conditions set out in this documents and any other special terms and conditions agreed in writing by the Company;
- 1.5 **Offer** means the fee proposal provided to the client in writing or by email;
- 1.6 **Contract** means the contract for the supply and acquisition of the Services;
- 1.7 **Price** means the price of the Services excluding VAT;
- 1.8 **Quotation** means the Company's quotation for the provision of Services to the Client;
- 1.9 **Services** means work and/or services or any of them to be performed by the Company for the Client as set out more particularly in the Confirmation of Instructions.

2. Conditions Applicable

- 2.1 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions (including all terms and conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 The fee proposal constitutes the Company's offer to provide Services pursuant to these Conditions.

- 2.3 Acceptance of performance of the Services (the offer) by written instruction or by email shall be deemed conclusive evidence of the Client's acceptance of these Conditions and the formation of the Contract between the Company and the Client.
- 2.4 Any variation of the Contract must be in writing and confirmed by the Company.

3. Price and Payment

- 3.1 The Price for the provision of the Services shall be the price stated in the Confirmation of Instructions sent to the Client before the Services are performed, and may be by reference to an hourly rate or shall be a fixed price for those Services.
- 3.2 The Price is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to the Company.
- 3.3 All monies due under the Contract shall be paid by the Client within 30 days of the date of the Company's invoice. The time for the payment of all monies due hereunder shall be of the essence of the Contract.
- 3.4 Where the Services are to be performed over a period in excess of one month, the Price of the Services shall be calculated at the end of each month by the Company and an invoice will be presented every 14 days to the Client in respect of those Services. Each invoice shall be paid in accordance with the foregoing provisions of clause 3.3.
- 3.5 The Company reserves the right, without prejudice to any other right that the Company might have in respect of late payment: -
- 3.5.1 to charge the Client interest on any monies due under this Contract (both before and after any judgement) at a rate of 8% per annum above the base rate from time to time of The Bank of England from the date on which payment becomes due until payment in full is made;
- 3.5.2 to suspend further performance of the work both on the same Contract and on any other order from the Client.

4. Date of performance

- 4.1 The dates given by the Company for carrying out the Services are approximate only and unless otherwise expressly stated time is not of the essence for performance. The Company will not be liable in any circumstances for the consequences of any delay in performance or failure to perform the Services.
- 4.2 No delay shall entitle the Client to reject performance of any further part of the Contract or any contract made between the Client and the Company or to repudiate the Contract or such other contracts.

5. Warranties and Liability

- 5.1 The Company warrants that if, within a period of one month from the date on which the performance of the Services was completed (“the Warranty Period”) it agrees with the Client that it has failed to execute the Services in accordance with the express terms of the Contract the Company may at its option either perform again such of the Services as have not been so performed at no additional charge to the Client or repay any part of the Price which has been paid in respect of Services not properly performed.
- 5.2 Where the Services are provided to a Client who is a consumer, the legal rights given to the Client by statute will not be affected.
- 5.3 The Company has professional indemnity insurance to £3 million in respect of its performance of the Services.

6. Termination

- 6.1 This clause 6 applies if:
 - 6.1.1 The Client makes any voluntary arrangement with its creditors or (if the Client is an individual or a firm) become bankrupt or (if the Client is a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 6.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the Client’s property or assets; or
 - 6.1.3 The Client ceases, or threatens to cease, to carry on business.
- 6.2 If this clause 6 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability to the Client. If the Services have been performed in part or in full but not paid for the Price for those Services shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

7. Consequences of Termination

- 7.1 In the event of this Contract being terminated whether by effluxion of time, notice, breach or otherwise the Client shall immediately pay to the Company all sums outstanding.

8. Indemnity

- 8.1 The Client agrees upon demand to indemnify the Company against all losses, damages, injury, costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or relate to incorrect information or details being given by the Client to the Company and used in the provision of the Services.

9. General

- 9.1 In these Conditions any notice required or permitted to be served by either party to the other shall be in writing and shall be deemed to be served:
 - 9.1.1 If sent by post, on the second business day following the date of posting, or
 - 9.1.2 By hand, at the time of delivery.
- 9.2 Any provision of this Contract that is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.
- 9.3 No waiver by the Company or any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4 A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract.

10. Law and Jurisdiction

This Contract is subject to the laws of England and Wales. All disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.