Terms and Conditions

1. Application and entire agreement

1.1 These Terms and Conditions apply to the provision of services as agreed (the Services), provided by B-hive Property Solutions (a trading name of HML PM Ltd, a company registered in England and Wales under number 04231933 whose registered office is at 9-11 The Quadrant, Richmond, Surrey, TW9 1BP ("we", "our", "us", or "Service Provider"). The Services are provided to You, the client, and these Terms and Conditions from part of the agreement (contract) between these parties. The Contract acknowledges different services rendered as well as different means of instruction and accordingly applies to:

1.1.1 You, the client, who may either directly instruct us or act through an agent acting on Your behalf. When instructions are received from an agent, this party is acting on behalf of You, the client, herein recognised as the accountable person or the principal accountable person, as defined by relevant regulations and laws.

1.1.2 In this context, references to "You", "Your" or "the client" include both You, or any agent or officer acting on Your behalf. It is understood and agreed by all parties that the agent is authorised to act on behalf of the client in matters concerning the Services, and is suitably empowered to bind the client to this agreement.

1.1.3 Acceptance of these Terms and Conditions, whether through formal acceptance of our quotation proposal or the commencement of any Services, shall constitute a binding agreement encompassing all parties involved, including the client and, where applicable, the instructing agent, and the relevant accountable parties as defined by relevant regulations and laws.

1.2 **Definitions**:

In the Contract the words shown below have the following meanings:

1.2.1	Aborted Visit Charge:	our charge for a visit by us to the site which is wasted because You do not let us carry out any Services.
1.2.2	Charge:	means the total of all charges, costs or rates described or specified in the Contract and as adjusted from time to time, in accordance with our schedule of fees.
1.2.3	Contract:	the Contract under which we supply services. The Contract is made up of the Schedule, our Proposal Document, these Terms and Conditions, and any other written communication we provide to You relating to the Services.
1.2.4	Contract Commencement Date:	the date on the Schedule entitled First Visit date, or the date in which we communicate to You in writing that we agree to perform the first Service visit.
1.2.5	Force Majeure:	uncontrollable events (such as war, labour stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business.
1.2.6	Normal Working Hours:	9:00am to 5:30pm from Monday to Friday excluding public holidays.

1.2.7	Quotation:	A quotation is our considered approximation of the likely cost of services. All quotes provided are exclusive of any applicable Value Added Tax (VAT) unless specified.
1.2.8	Services:	the Services to be supplied by us as specified in the Schedule of Charges and /or Proposal Document/quotation provided.
1.2.9	Site:	means the site or sites identified in the Contract/quotation where we shall provide one or more of the Services.
1.2.10	Standard:	the current British standard or EU equivalent applicable to the service.
1.2.11	We, Us or Our:	B-hive Property Solutions (a trading name of HML PM Ltd)
1.2.12	You:	You, the customer entering the Contract.

1.3 You are deemed to have accepted these Terms and Conditions in their entirety when You accept our quotation proposal presented with these terms, or, from the date of the commencement of any performance of the Services (whichever happens earlier).

1.4 By accepting these Terms and Conditions in accordance with Section 1.3, You acknowledge that You have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to, and form the Contract between the parties to the exclusion of any other terms that may try to be imposed or incorporated, by You or any other third party, or which are implied by trade, custom, practice, or course of dealing.

1.5 Any contract established between the parties as per Section 1.3 shall be exclusively subject to these Terms and Conditions, save where these Terms are expressly amended in writing within the Offer by a Director of the Company, and shall specifically exclude any conditions contained within any invitation to tender or any conditions in Your acceptance of the Offer. Any action taken by the Company on receipt of Your acceptance of the Offer is undertaken expressly on this basis. For the purposes of this clause, an 'Offer' is defined as any supporting text or commentary presented to You along with a quotation proposal and these Terms and Conditions, which confirms our ability and willingness to provide the Services for a specified fee.

1.6 In the event of any conflict between these terms and our quotation proposal, the provisions of the quotation proposal shall prevail.

1.7 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.8 Words imparting the singular number shall include the plural and vice-versa.

2. Services

2.1 We will use reasonable care, diligence, and skill in our performance of the Services as defined within the quotation proposal, however, nothing in these Terms and Conditions shall be construed as imposing any fitness for purpose obligation on us. We do not assume or otherwise remove any legal liability for the safety of the building in question, or its occupants, from You. The provision of all Services, as per the quotation, proposal document or Schedule of Charges is on a consultancy basis only and nothing in this contract is intended to transfer Your liability to any third party, be that a regulator, freeholder, tenant, contractor, or otherwise, from You to us. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and

we will notify You if this is necessary.

2.2 We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

3. Your obligations

3.1 You shall co-operate with us in all matters relating to the Service and perform all obligations identified within the quotation as well as these terms and conditions necessary to reasonably assist us with the service delivery.

3.2 You must obtain any permissions, consents, licences or otherwise that we require, and must give us access to any and all relevant information, materials, properties, areas and any other matters which are needed to provide the Services. Any solutions to issues raised by our deliverables or by us in the course of providing the Services, are Your responsibility to manage and implement, we are not responsible for any required remedial actions and cannot be liable for any loss or consequence resulting from Your failure to implement suitable measures, or the ineffectiveness of Your actions taken to mitigate risks we have highlighted to You in the course of providing the Services.

3.3 If You do not comply with Section 3.1, we can terminate the Services and reserve the right to charge additional costs incurred as a result of being unable to fulfil our contract. Refer to Section 5. Cancellation for full details of cancellation charges.

3.4 We are not liable for any delay or failure to provide the Services if this is caused by Your failure to comply with the provisions of this section (Your obligations).

3.5 Where relevant You shall provide us with all relevant existing information, including, but not limited to; any operation manuals, construction design information, health and safety files, hazardous materials information including asbestos surveys, service location drawings and contact details for all other companies and individuals involved with the project.

3.6 You shall ensure and warrant that all information, documentation, and materials provided to us in order to facilitate the completion of the Services are complete and accurate in all material respects. You acknowledge that we shall rely upon any and all information, documentation and materials provided by You, or anyone on Your behalf, and we cannot accept any responsibility for; the accuracy of these items, the detrimental effect of inaccurate information on the quality of our service provision, or the consequences of inaccurate information submitted to any third party.

4. Fees and Deposit

4.1 The fees (Fees) for the Services are set out in the quotation proposal or via the Schedule of Charges and are on a time and materials basis.

4.2 In addition to the Fees outlined in the proposal, and unless specified otherwise therein, we reserve the right, at our sole discretion, to recoup from You the expenses incurred for any services rendered by third parties which are deemed necessary for the effective performance of our Services. This also includes the reimbursement for any materials procured not explicitly covered by the initial quotation, used in the course of providing said Services.

4.3 You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of Section 4.2 (above) also apply to these additional services.

4.4 We reserve the right to review our proposal and charge for any extra associated costs that may be attributable if there are any changes to the law, statutory guidance, or best practise after the submission of our proposal.

4.5 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any governing body or authority.

4.6 Any initial payment or deposit amount as specified in the quotation proposal ("Deposit"), whether a part payment, or the total amount owed, must be paid at the time of accepting the quotation in order to secure any requested dates for our services. Failure to pay the initial payment or deposit may result in either withheld provision of the Services until the Deposit is received or termination without penalty under the section below (Material Default and Termination).

4.7 The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

4.8 Unless specified in the quotation proposal, we shall not be obliged to assign the benefit of the Contract whether by collateral warranty, letter of reliance or otherwise and, if we agree to any assignment of the benefit of the Contract, in whatever form, we shall be entitled to charge an additional fee for such assignment or to administer any change of details.

4.9 Benefits to third parties through collateral warranties or letters of reliance shall not be provided unless a fee for each warranty or letter is agreed in a separate quotation proposal. The form of wording used in the warranty or letter shall be provided by us for agreement by You. Any reasonable changes to the form of wording will be implemented by mutual agreement, however the terms in the warranty or letter cannot offer the third party any greater benefit than the quotation proposal offers to You.

5. Cancellation and Amendment

5.1 We can withdraw, cancel, or amend a quotation proposal at any time if the original proposal has not been accepted by You, or if the Services have not started. We can withdraw from providing the Services and cancel Your order without penalty where You have failed to either pay the required deposit as set out in the quotation proposal, or, failed to provide the required information for the Services to be completed and that failure is preventing our provision of the Services as quoted. Where we have withdrawn from providing the Services and cancelled the order in accordance with this clause, You shall be subject to cancellation charges as detailed in Section 5.2.

5.2 If You cancel or postpone any appointment for the provision of the Service, then to cover our losses and expenses You agree that You shall pay to Us for our loss the applicable percentage of the charge shown in the tables on the next page.

Cancellation

Number of weeks' notice required before appointment cancelled	% of Charge payable by Customer
More than 4 weeks	None
4 weeks to 1 week	25%
1 week or less	50%
On the day	100%

Postponing until a later date

Number of weeks' notice required before appointment cancelled	% of Charge payable by Customer
More than 4 weeks	None
4 weeks to 1 week	None
1 week or less	25%
On the day	50%

5.3 For the avoidance of doubt, either we or You can cancel an initial order or instruction for any reason, and without penalty, where said order or instruction has been received prior to the issue of a quotation proposal. Instructions may arrive before the issue of these terms following preliminary discussions or informal awareness of pricing and terms, and in these cases the following applies;

5.3.1 Upon issuance of the quotation proposal to the client with these associated terms, the client is afforded a period of 3 working days to review and raise any objections or request amendments to the proposal.

5.3.2 If the client continues to engage in preparatory communications or other arrangements related to the service delivery, or if no explicit objection or amendment request is communicated within the specified review period (5.3.1, above), the quotation proposal and accompanying Terms and Conditions shall be deemed as accepted. This acceptance, whether explicit or implicit, constitutes an agreement to all terms contained within.

5.3.3 The intent of this provision is to facilitate a smooth transition from initial instruction to formal agreement, respecting Your preliminary indications while ensuring clear acceptance of the formal terms. Clients are encouraged to promptly communicate any disagreements or required changes to the proposal within the specified period to avoid being bound by its terms through implicit acceptance.

5.3.4 This clause recognises the dynamic nature of service engagements, where initial instructions based on preliminary discussions or estimates may evolve into formal agreements through continued client engagement and the absence of objections to proposed terms.

5.4 Without prejudice to any other rights or remedies, we reserve the right to charge You for our additional costs and time incurred if the site conditions for any Services change between our submission of the quotation proposal and the commencement of the Services or access restrictions that may affect access to a site or our ability to perform the Services that You have not notified to

us in writing prior to our submission of the quotation proposal, or we have previously agreed in accordance with these Terms and Conditions.

5.5 If You want to amend any details of the Services You must tell us in writing within 14 days from the period of starting the services. We will use reasonable endeavours to make any required changes if possible, and additional costs will be included in the Fees and invoiced to You.
We are under no obligation to amend the services as requested by You and we will not amend the services where to do so would compromise the service provision in any way, particularly if doing so would mean the Services fails to meet legal or regulatory requirements.

5.6 If, due to circumstances beyond our control, including those set out in the section below (Force Majeure), we have to make any change in the Services or how they are provided, we will notify You as soon as possible. We will use reasonable endeavours to keep any such changes to a minimum.

6. Limitation of Liability

6.1 Nothing in these terms and conditions shall operate to limit or exclude either party's liability for:

6.1.1 death or personal injury caused by its negligence;

6.1.2 fraud or fraudulent misrepresentation; or

6.1.3 any other matter for which its liability cannot be limited or excluded by law.

6.2 Subject to Section 6.1, Neither party shall not in any circumstances be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, under or in connection with the Agreement for any:

6.2.1 indirect or consequential loss or damage;

6.2.2 loss of profits, business, sales or revenue;

6.2.3 loss of business opportunity, goodwill or reputation;

6.2.4 loss of anticipated savings;

6.2.5 loss or corruption of data;

6.2.6 business interruption; or

6.2.7 loss or damage caused by the actions of any third party (other than B-hive Property Solutions personnel and sub-contractors).

6.3 Other than for the losses set out in Section 6.2, and subject to Section 6.1, B-hive Property Solutions maximum aggregate liability under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall in no circumstances exceed a sum equal to one hundred per cent (100%) of the fees paid by the Customer to B-hive Property Solutions under these terms and conditions during the twelve (12) months preceding the date of the first event or occurrence giving rise to B-hive Property Solution's liability.

6.4 Any claim against us must be notified in writing within 30 days of the event giving rise to the claim and formal proceedings must be commenced within 12 months. Any claim not brought within these time limits shall be irrevocably waived and time-barred.

6.5 You shall indemnify, defend, and hold harmless the Service Provider, its officers, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising from or related to:

6.5.1 Your breach of the Contract,

6.5.2 any claim by a third party arising from Your use of the Services or failure to comply with applicable laws (except to the extent caused by our negligence), or

6.5.3 Your failure to act on the advice or recommendations provided by us in connection with the Services.

7. Payment

7.1 An invoice for payment in accordance with the payment terms. Where credit terms are agreed at our sole discretion, fees for the Services shall be invoiced upon completion. In all cases, we shall provide a VAT invoice detailing the applicable VAT amounts charged. Payment of any Deposit amount must be received prior to works commencing. Payment for any remaining sums in addition to any Deposit amount must be received within 45 calendar days of the date of the issue of the invoice.

7.2 The payment due date on all invoices is 45 calendar days after the date of issue of the invoice. The invoice will constitute the payee notice and the fees specified in the invoice shall be the notified sum. You must pay the fees due by the final date for payment.

7.3 We reserve the right to request payment in full prior to the completion of services or issue of documents in the instance of failure to meet any prior terms under the Contract.

7.4 Without limiting any other right or remedy we have for statutory interest, if You do not pay within 45 calendar days of the invoice issue date, we may charge You interest at the rate of 8.0% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

7.5 All payments due as a result of contracts formed by a quotation proposal and these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither party can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

7.6 If You do not pay within the period set out in Section 7.1, we can suspend any further provision of the Services and cancel any future services of any type, whether related or otherwise, which have been ordered by, or otherwise arranged with, You or Your representatives.

7.7 Receipts for payment will be issued by us only at Your request.

7.8 All payments must be made in British Pounds Sterling unless otherwise agreed in writing between

us.

7.9 If You fail to pay any invoice in full by the final date for payment and have failed to issue either a pay less notice or raised a dispute against the invoice, within 14 days of the invoice date:

7.9.1 interest may be added to the unpaid amount from the final payment date until the actual date of payment, which will be calculated on a daily basis at the annual rate of 8% over the annual base rate of the Bank of England or at the statutory interest rate, whichever is the greater. Compensation for late payment of each debt will also be due in accordance with the Late Payment of Commercial Debts Regulations 2013; and

7.9.2 we may, without prejudice to any other right or remedy, suspend performance of all or part of the Services by giving not less than seven days' notice to You of our intention to do so and stating the ground(s) on which we intend to suspend performance ("Notice of Suspension"). Performance shall be resumed when the notified sum (together with any interest and compensation payable thereon) has been received. We shall be entitled to claim payment of our reasonable costs and expenses in connection with the suspension of the Services. We shall not be liable for any loss or damage, delay, or disruption, however suffered, as a result of the suspension of the Services in accordance with this clause.

8. Sub-Contracting and Assignment

8.1 We reserve the right to assign, transfer, charge, subcontract, or deal in any other manner with all or any of their rights and obligations under these Terms and Conditions, provided that such actions do not adversely affect the quality of the Services provided or alter the fundamental terms of the Contract.

8.2 You must not, without our prior written consent, assign, transfer, charge, subcontract, or deal in any other manner with all or any of Your rights or obligations under these Terms and Conditions.

9. Material Default and Termination

9.1 You may terminate the Contract upon a material breach by us. However, if such breach is remediable, then we shall have 28 days from written notification to remedy the breach. Only if the breach has not been remedied after the 28-day period has elapsed can the Contract be terminated by You, unless otherwise agreed by both parties.

9.2 We may, without incurring any liability and without prejudice to any of our rights under common law, immediately terminate the Contract and/or suspend performance of the Contract by notice in writing to You if:

9.2.1 You commit a material breach of the Contract (whether under these Terms and Conditions, or the quotation proposal) and, if such breach is remediable, fail to remedy that breach within 28 days of written notification by us;

9.2.2 You fail to pay any sums due to us in accordance with the Contract or any other contract with us and remain in default not less than 28 calendar days after being notified in writing to make such payment or are otherwise in material breach of contract;

9.2.3 You are affected, or in our reasonable opinion are likely to be affected, by one or more of the following events:

i) You cease or threaten to cease to carry on business or suspend all or substantially all of Your operation or payment of Your debts or become unable to pay Your debts; or

ii) an administrator, administrative receiver, receiver or manager, liquidator, provisional liquidator, or similar officer is appointed in respect of the whole or any part of Your assets or an administration order is presented in respect of You and/or a winding up petition is presented in respect of You; or

iii) an application for an interim order under is made or any distress, execution or other legal process is levied on Your property or assets; or

iv) You make or offer to make any arrangements or composition with Your creditors; or

v) You are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or

vi) You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

vii) You convene any meeting of Your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator, or administrative receiver appointed in respect of Your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of You, notice of intention to appoint an administrator is given by You or any of Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for Your winding up or for the granting of an administration order in respect of You, or any proceedings are commenced relating to Your insolvency or possible insolvency; or

viii) Your financial position or its credit rating deteriorates to such an extent that in our opinion Your capability to adequately fulfil Your obligations under the Contract have been placed in jeopardy; or

ix) You suffer any event similar to Section 9.2(c)(i) to (viii) in any other jurisdiction; or

x) You, or any officer or employee of You, is or becomes the subject of any sanctions that may be imposed by any sanctions authority globally; or

xi) there is a change of control of You. For the purpose of this clause, “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

9.3 In the event of us exercising our rights under Section 10.3, or upon termination of the Contract howsoever arising, the fees for all Services performed up to the date of termination shall become immediately due.

9.4 On termination of the Contract for any reason, the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly

surviving termination shall not be affected.

9.5 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("Client Default"):

9.5.1 without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until You remedy the Client Default, and we are entitled to rely on the Client Default to relieve us from the performance of any of our obligations in each case to the extent the Client Default prevents or delays our performance of any of our obligations;

9.5.2 we shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from our failure to perform, or delay in performing, any of our obligations as set out in these Terms and Conditions; and

9.5.3 You shall reimburse us for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

10. Intellectual property

10.1 We reserve all copyright and any other intellectual property rights which may subsist in any items or documentation supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

10.2 All Intellectual Property Rights in or arising out of, or in connection with the Services, including in any deliverable (other than Intellectual Property Rights in any materials provided by You) shall be owned exclusively by us.

10.3 In consideration of the fees, we grant to You a non-exclusive, royalty-free, non-transferable licence to use and copy the deliverables in the format provided to You, for the sole purpose of receiving and using the Service deliverables as intended and set out in the quotation proposal. For the avoidance of doubt, nothing in this licence grants You the right to use the deliverables to provide a competing service or otherwise edit the deliverables or use them for any other purpose than the intended purpose under the scope of the Contract and these Terms and Conditions.

10.4 You shall not, nor do You have the right to, sub-license, assign or otherwise transfer the rights granted in Section 9.1 to any individual, corporate body, government institution, or any other legal entity capable of holding such rights.

10.5 You grant us and any of our Sub-Contractors a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by You to us for the term of the Contract for the purpose of providing the Services and any deliverables to You.

10.6 We accept no liability for claims from third parties to whom You have made known the contents of our deliverables. You shall fully indemnify us in respect of any such claims arising from any third parties.

10.7 We shall not be liable for any use of a deliverable for any purpose other than that for which it was provided and expressly intended by us.

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Property Solutions

11. Liability and indemnity

11.1 With due regard to Section 11.9, our liability under this contract shall be capped at 100% of the agreed contract value.

11.2 None of our employees, partners or consultants individually has a contract with You or owes You a duty of care or personal responsibility. You agree that You will not bring any claim against any such individuals personally in connection with our services.

11.3 If You suffer a loss because of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of Your loss having regard to the extent of responsibility of any other party, including You. We shall not be liable for any amount if the fees for our services remain unpaid.

11.4 We accept no responsibility for any liability to, or any losses to any party relating to any deadline or time limit imposed upon us unless such deadline or time limit has been expressly identified and accepted by us within Your instruction. We do not accept liability or responsibility for any other deadline or dates implied or otherwise arising howsoever.

11.5 Our liability shall not increase by reason of a shortfall in recovery from any other party.

11.6 We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services, or the performance of any of our other obligations under these Terms and Conditions or the quotation proposal, for:

11.6.1 any indirect, special, or consequential loss, damage, costs, or expenses or;

11.6.2 any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or

11.6.3 any failure to perform any of our obligations if any such delay or failure is due to any cause beyond our reasonable control; or

11.6.4 any losses caused directly or indirectly by any failure or Your breach in relation to Your obligations; or

11.6.5 any losses arising directly or indirectly from the choice of Services and how they will meet Your requirements or Your use of the Services or any goods supplied in connection with the Services.

11.6.6 Any pure economic loss; or

11.6.7 Any indirect or consequential loss, damage, cost, or expense whatsoever arising under or in connection with the Contract that may be incurred or suffered by You.

11.7 You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by You or Your agents or employees.

11.8 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury

caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

11.9 Whilst our services are executed wholly by our directly employed staff, we reserve the right to subcontract any part of the Services to another consultant, adviser, or contractor (the subcontractor). Should this occur, we shall remain responsible for the performance of any Services performed by the subcontractor.

12. Communications

12.1 While formal notices as per these Terms and Conditions must be in writing, the parties agree that routine communication necessary for the smooth delivery of the Services can be conducted through less formal means, such as telephone, without requiring written formality.

12.2 All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party

13. No waiver

13.1 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given.

14. Severance

14.1 If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions which will remain valid and enforceable to the fullest extent possible.

15. Law and jurisdiction

15.1 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

15.2 The parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter of formation.

15.3 In the event of any dispute or difference arising out of or in connection with this Agreement, the parties shall attempt to resolve the dispute amicably by negotiation. If the dispute cannot be resolved by negotiation within 30 days, the parties agree to enter into mediation in good faith before proceeding to litigation.

16. Confidentiality

16.1 Both parties agree not to make use of confidential information for any purpose other than the performance of its obligations or the exercise of its rights under the Contract or these Terms

and Conditions.

16.2 The details of the quotation proposal, any supporting information and any correspondence between parties where indicated, shall remain confidential and not be shared with any third party unless legally required to do so. The Client may use the Service Provider's name and the nature of the Services for promotional or referral purposes, provided such use does not disclose any confidential information.

16.3 Both parties agree not to copy or reproduce any confidential information except as expressly permitted under these Terms and Conditions or as reasonably necessary to perform its obligations or exercise its rights under the Contract.

16.4 It is agreed that neither party will disclose confidential information to any person except its Affiliates, employees, officers, agents and contractors (in each case to the extent necessary for the performance of its obligations or the exercise of its rights under the Contract) or to its legal and professional advisors, in each case subject to obligations of confidence and non-use equivalent in all material respects to those set out in Section 15 and provided that the receiving party shall be liable for any subsequent disclosure or misuse by such persons of confidential information;

16.5 Both parties agree to protect any confidential information and keep it secure from unauthorised access and disclosure in the same manner that it protects its own similar confidential information, but in any event using a reasonable standard of care.

16.6 The obligations in Section 16.1-16.5 shall not apply with respect to confidential information which the receiving party can demonstrate:

16.6.1 is or has become publicly known through no breach of Section 16 of these Terms and Conditions.

16.6.2 is lawfully received by the receiving party from an independent third party without restriction and without breach of any duty of nondisclosure by any such third party.

16.6.3 is or was already known to the receiving party without any obligations of confidence at the date it was disclosed by or obtained from the disclosing party.

16.6.4 is disclosed without restriction by the disclosing party to any third party.

16.6.5 was independently developed by the receiving party without use of the Confidential Information.

16.6.6 Or that, which is required to be disclosed by operation of law or by order of a court or administrative body of competent jurisdiction (provided that at as early a stage as possible the receiving party shall, to the extent it is permitted to do so by law, notify the disclosing party to allow it the opportunity to contest such order or requirement of disclosure or seek appropriate protective order).

16.7 Unless otherwise agreed in writing, we may correspond by the internet, email, or other electronic media. In such cases we shall take reasonable steps to safeguard the security of the information transmitted but shall not accept liability for its security and confidentiality beyond these reasonable steps.

17. Third parties

17.1 Subject to Section 20, nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

18. Force Majeure

18.1 We shall not be in breach of contract or liable to You if the provision of the Services is delayed or prevented by force majeure, meaning any one or more circumstance beyond our control, including, but not limited to:

18.1.1 a failure of You to provide facilities, access, or information; acts or omissions of You or Your other suppliers or contractors;

18.1.2 fire, flood, storm, explosion, earthquake, loss at sea, natural disaster, or extreme weather conditions;

18.1.3 unavailability or difficulty in obtaining of labour, materials, fuel, energy or services or breakdown of plant or machinery;

18.1.4 extensive societal crisis; disease, pandemic or epidemic or similar event; terrorism, riot or civil commotion or war or threat thereof; nuclear, chemical, or biological contamination; malicious damage or sabotage;

18.1.5 accident, strikes or labour disputes or industrial action; act or regulations of any government or other agency including new trading agreements and sanctions lists; import or export regulations or embargoes, failure of or reduction in a utility service, communications network, or transport network; or the presence of unusually high levels of ionising radiation or radioactive substances.

18.2 If force majeure continues for more than 90 days, either we or You may terminate the Services by notice to the other. We shall be entitled to charge You for Services provided prior to the force majeure. Services performed and all reasonable and proper fees and disbursements accruing prior to, and during the force majeure event shall be charged at our standard rates, unless agreed otherwise in writing.

19. Supplier personnel

19.1 The Client agrees not to directly solicit our employees during the term of this contract and for a period of 12 months following its termination.

20. Compliance with laws, policies, and data protection

20.1 Each party shall comply with, and have in place adequate procedures to prevent any breach of, all applicable laws, statutes, regulations, and codes including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017, the Sanctions and Anti-Money Laundering Act 2018, the Modern Slavery Act 2015, and the Data Protection Act 2018.

20.2 Neither party shall engage in any activity, practice, or conduct which would constitute:

20.2.1 an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK;

20.2.2 either a UK tax evasion facilitation offence under Section 45(5) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under Section 46(6) of the Criminal Finances Act 2017; or

20.2.3 an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice, or conduct were carried out in the UK

20.2.4 a contravention of any relevant sanction regulation.

20.3 For the purposes of this section, the terms 'Controller', 'Processor', 'Personal Data' and shall have the meanings given to them in the Data Protection Act 2018.

20.4 The parties agree that You are a Data Controller and that we are a Data Processor for the purposes of processing Personal Data pursuant to this contract. We shall comply with the relevant 13 Data Protection Laws in connection with the processing of Personal Data and the provision of the Services.

20.5 We shall only process Personal Data where required in accordance with the Contract and Your written instructions to provide the Services, except where otherwise required by law.

20.6 We shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access.

20.7 We shall (at Your cost and expense):

20.7.1 provide such information and assistance as You may require, acting reasonably, in relation to the fulfilment of Your obligations to respond to requests for exercising the Data Subjects' rights under the applicable Data Protection Laws; and

20.7.2 provide such information, co-operation, and other assistance to You as You reasonably require (considering the nature of processing and the information available to us) to ensure compliance with Your obligations under Data Protection Laws; and

20.7.3 make available to You such information as is reasonably required to demonstrate our compliance with its obligations under this clause and the Data Protection Laws; and

20.7.4 at the end of the provision of the Services relating to the processing of Personal Data, either return to You or securely dispose of all of the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires us to store such Personal Data.

20.8 All the clauses in this section "Compliance with laws, policies and data protection" shall survive termination or expiry of the Contract.

21. General

21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable,

it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

21.2 No variation of the Contract, quote proposal, or these Terms and Conditions or of any of the documents referred to in them shall be valid unless it is confirmed in writing by both parties.

21.3 The Contract (the quote proposal and these Terms and Conditions) constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in this contract.

21.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party becoming the agent of another party, or authorise any party to make or enter into any commitment for or on behalf of any other party.