

## 1. Definitions

- a. In this document the following terms shall be defined as follows:
  - i. "Client, you or your" means the limited company shown on the contract page or the organisation or person who buys "services" from the "Service Provider";
  - ii. "Services" means the "Enistic Managed Service", the "Energy Mapping Service" or the "Before and After Service", to be supplied to the Client by the Service Provider;
  - iii. "Service Provider, us or we" means Enistic Ltd.

## 2. Scope

- a. These Terms & Conditions shall apply to all contracts for the sale of Services by the Service Provider to the Client to the exclusion of all other terms and conditions referred to, offered or relied on by the Client whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Client unless the Client specifically states in writing separately from such terms that it wishes such terms to apply and this has been acknowledged by the Service Provider in writing.
- b. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Service Provider.
- c. These Terms and Conditions will become immediately effective from the invoice date. They supersede any and all previously agreed to terms and conditions, whether verbal, written or otherwise, without exception.

## 3. Pricing and Payment Terms

- a. The price shall be the price agreed in the quotation, or such other price as the parties may agree and will be exclusive of VAT.
- b. Payment of the price and any other applicable costs shall be due before the date of installation unless otherwise agreed in writing prior to the sale.
- c. The Service Provider shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment pursuant to late payment of commercial debts (interest) Act 1998
- d. Alternatively, the Service Provider shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8.0% per annum pursuant to s69 of the County Court Act 1984
- e. In addition, a £20 administration charge will be levied per item of correspondence entered into, Debt recovery charges of £100.00 pursuant to the late payment of commercial debts (interest) Act 1998, plus all other associated fees will be charged in addition to the original invoice and interest
- f. If payment of the invoice or any part thereof is not made by the due date, the Service Provider shall be entitled to:
  - i. Require payment in advance of delivery in relation to any Services not previously completed and delivered;
  - ii. Refuse to continue to act on behalf of the Client;
  - iii. Terminate the contract.
- g. VAT will be charged in accordance with current HM Customs & Revenue guidelines.
- h. Should a payment fail to clear then the Client shall be charged a £30 banking administration fee, per failed payment submission, in addition to the outstanding payment, which must then be made prior to the delivery and/or completion of any further services. If these are goods then these remain the property of the Service Provider until all payments are fully cleared.
- i. The Service Provider reserves the right to pursue any costs, late payments or any outstanding balance howsoever caused

through legal means. In such circumstances the Client will become liable for any fees, charges, interest or any other cost incurred by the Service Provider in the pursuance of the payment.

## 4. Confidential Information

Both parties recognise that the other is engaged in confidential works and that confidentiality is a prime concern to both. By entering into this agreement both parties agree to be bound by the Mutual Non-Disclosure Agreement included above.

## 5. Obligations of the Service Provider

- a. The Service Provider undertakes to provide the services as agreed with the Client to the terms of this agreement (the "Services"), in consideration of the payment as set out herein.
- b. Should the Client request and the Service Provider agree to provide services additional to those specified, the fees for those additional services shall be charged for in accordance with our standard quoting procedures, but otherwise for all purposes of this Agreement the additional services shall be deemed to be included within the definition of Services.
- c. The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards.
- d. The client shall have defined both in terms of requirements and budget the overall quality and finish of the service they require prior to commencement of services. The service provider will use good practice and judgment in selecting, installing and / or using reasonable and good materials in order to fulfil the service obligations appropriate to the client's needs.
- e. All communications and all other information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of their obligations under this Agreement and all information relating to any invention, improvement, report, recommendation or advice given to the Service Provider in pursuance of these obligations shall be treated by the Service Provider as confidential and shall not be disclosed to any third party or published without prior written consent of the Client, such consent not to be unreasonably withheld, unless legally required to do so.

## 6. Obligations of the Client

- a. The Client must provide proof of identity of themselves and / or proof of authority to act on behalf of a business. The Service Provider is entitled to refuse to act on their behalf if this is unreasonably withheld. Such proof of authority is accepted by the service provider in good faith and in no way does errors in such cause or bring the service provider to be in trespass or to be unlawfully undertaking services at or on the building or dwelling upon which the service was purchased
- b. The Client shall undertake to pay all invoices promptly and within the terms as set out herein in consideration of the Services provided for them by the Service Provider.
- c. The Client shall ensure a free flow of information in regards all aspects of the services being provided by the Service Provider, any withheld pertinent information may cause the contract to be terminated without notice.
- d. The Client will act in full compliance of the relevant established current professional standards expected of them in their business. The Client will act in good faith to provide the Service Provider with all necessary information to conduct an accurate and honest service.
- e. Information provided by the Client will be used in order to fulfil the details of the contract of service and any changes, errors,

inaccuracies, discrepancies or oversights must be notified to the Service Provider immediately.

- f. The Client is responsible for providing documentation, paperwork and any other information promptly to the Service Provider, unless otherwise agreed by both parties.

## 7. Other Conditions

- a. The Service Provider enters into this Agreement as an independent contractor and that they nor any of their employees are not nor shall for any purpose be regarded as an employee of the Client.

i. Except as otherwise provided in this Agreement, all notices, instructions or other communications shall be in writing and may be made by email, letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party at its address.

ii. If the client is misleading in their authority to act in buying this or these services from the service provider the service provider reserves the right to identify and claim full costs for the work plus any reasonable further costs for such identification and administration, from the actual owner or sponsor of the building or dwelling upon which the service was undertaken on.

## 8. Storage of Papers and Documentation

- a. The Service Provider will hold relevant and pertinent details on behalf of the client and may create a client file in both paper and electronic form.
- b. The Service Provider reserves the right to copy and retain key documentation pertaining to and evidence of all services provided by the Service Provider for and on behalf of the Client.
- c. All information held by the Service Provider will be kept in a secure environment and will be treated as confidential.
- d. All files will be retained for a minimum of seven years, after that time files will be destroyed at such time as is deemed reasonable.

## 9. Data Protection

- a. Under the Data Protection Act 1998, the Client is entitled to a copy of any personal information relating to themselves held by the Service Provider subject to the payment of a small administration fee, in this instance the fee is £10 (subject to change)
- b. The Service Provider may hold and possess Client information by computer or otherwise.
- c. The Clients' information is disclosed only to those with a need to know, sub-contractors and agents to the extent that they need this information in order to provide that service to the Client.
- d. The Clients' personal information is held on an accounts database. The Service Provider may use this information to send the Client information regarding any services that is felt may be of interest to them.

## 10. Force Majeure

The Service Provider shall not 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 Service Provider shall be entitled to a reasonable extension of its obligations. If the delay persists for

such time as the Service Provider considers unreasonable, it may, without liability on its part, terminate the contract.

## 11. Relationship of the Parties

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

## 12. Assignment and Sub-Contracting

The contract between the Buyer and Seller for the sale of Goods and services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Client, without the prior written consent of the Service Provider.

## 13. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## 14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 15. Termination

- a. This Agreement shall be terminated by either party with 3 months' notice with the exception of any circumstances that may arise through the operation of any terms and conditions detailed within this document.
- b. Termination by either party must be in writing and sent direct to either party without delay.
- c. The Service Provider undertakes to return all documentation, information, papers and any other item that belongs to the Client within a 30 day period. Should this be unreasonable due to forces beyond the reasonable control of the Service Provider, such as investigation, accounting periods or anything else which may affect the Service Provider's ability to return all documentation then the Service Provider will instruct the Client as such and will undertake to return the outstanding items as soon as is reasonably possible.
- d. Termination of the Service contract prior to the completion of the work will entitle the Service Provider to be paid for all of the costs to date, including but not limited to materials, labour, transportation and reservations. This invoice will be subject to all terms and conditions as detailed in this agreement. The Service Provider also retains the right to take further legal action for any monies lost as a direct consequence of the termination of this agreement.
- e. If the contract should be terminated or should the Service Provider for any reason whatsoever brought about through the performance of these terms and conditions, or by upholding any clauses and/or good practices created by these terms and conditions, be forced to refuse to act the Service Provider will not be liable for any consequential costs and/or damages.

## 16. Confirmation

By placing an order, we, the client, confirm that we have read, understood and agree to be bound by the terms and conditions as set out above.