

## **Terms and Conditions of Business**

(Issue1.0 – Mar 2009)

The following terms and conditions ("Terms") form the basis of the Contract between Streetwise Services Limited ("Us/We") and the client ("You"). No Contract will come into existence until You accept the quotation provided by Us.

All descriptions and information contained in our website, brochures, sales literature and other documents are general descriptions and information and do not form part of the Contract.

### **Quotations**

Quotations are valid for period of 30 days from the date of the quotation, after which they are subject to revision.

You shall be responsible for ensuring that the specification provided to Us for your project is accurate and We reserve the right to adjust the quotation if the specification of all or part of a project changes. All amendments will be discussed and agreed with You.

### **Price and Payment**

The price payable for the project shall be the price quoted to You and written acceptance of the quotation must be received from You and the party to be invoiced. Should a request be made for an invoice to be re-issued to another party then an administration fee of £50 may be charged.

Payment is due within 30 days from the date of the invoice. If You fail to make payment by the due date, We reserve the right to:

- charge interest on any outstanding balance at the rate of 4% above the basic rate of Clydesdale bank or at a rate of 10%, whichever is the greater for the period of non-payment; or
- cancel the Contract; or
- suspend any work being carried out by Us.

### **Cancellation or postponement due to Unplanned Events**

We reserve the right to charge You fees to cover costs of all services and works undertaken and expenses and overheads incurred by Us in the event that work is cancelled or postponed due to circumstances or events beyond our direct control.

### **Cancellation or postponement**

If You wish to cancel or postpone a survey or any other work for the project, You must inform us in writing. In the event of cancellation or postponement by You, We reserve the right to charge fees to cover costs of all services and works undertaken and expenses and overheads incurred by Us. The cancellation fees are as follows: -

- 15% for projects cancelled within 3 days of fieldwork commencing
- 30% for projects cancelled within 2 days of fieldwork commencing
- 50% for projects cancelled within 1 day of fieldwork commencing

In addition, You shall be liable to pay Our fees and costs for any completed stages of the project plus any fees and costs related to committed work on behalf of You. Individual arrangements shall be discussed for postponements, depending on the timing and individual project.

### **Confidentiality**

All information provided by You relating to Your business will be treated as confidential. Project and survey data is confidential and will not be released to any third party without Your permission. The above shall not apply to any information that is already in the public domain and which is otherwise unrestricted nor to information that We are required to disclose by law.

**Approval**

You are responsible for any errors or omissions in artwork, illustrations or photographs, proofs etc. that have been accepted by You, either verbally or in writing.

**Storage and disposal**

We comply with the Data Protection Act in relation to storage and disposal of confidential information and records. Unless otherwise requested, data sheets and videotapes are stored for a period of 6 months from the completion of a survey. Reports and other project related documents are stored for a period of 5 years. All information is confidentially disposed of, once the period of storage has expired.

**Warranties and Limited Liability**

We will use all reasonable endeavours to ensure that all obligations to be performed by Us under the Contract are performed with reasonable skill and care.

Subject as expressly provided in these Terms, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Except in respect of death or personal injury caused by our negligence for which no limit applies, Our liability under the Contract in respect of the provision of the services included in the quotation shall not exceed the price paid by You for these services. We shall not be liable to You for any loss of profits or contracts or other indirect consequential losses whether arising from negligence, breach of contract or otherwise.

**Termination**

We shall be entitled to terminate the Contract where:

- You fail to make payment by the due date (as above);
- You commit any continuing or material breach of any of these Terms;
- an encumbrancer takes possession or a receiver is appointed over any of Your property or assets; or
- You make an involuntary arrangement with Your creditors or become subject to an administration order; or
- You go into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation); or
- You cease, or threaten to cease, to carry on business.

**Performance of Contract**

We shall not be responsible for any delays in performing, or for failure to perform, any of Our obligations under the Contract if the delay or failure is due to any cause beyond Our reasonable control including but not limited to strikes, lockouts, riots, civil commotion, acts of God, acts of terrorism, theft and war.

**General**

These Terms contain the entire agreement between You and Us and supersedes any prior written or oral agreement between You and Us. No variations of these Terms shall be binding unless made in writing by one of Our directors. You may not assign any of Your rights or obligations under the Contract without Our prior written consent.

In the event of any dispute arising out of or in connection with the Contract, You agree that We may refer the dispute to an organisation experienced in Alternative Dispute Resolution in order to resolve the dispute by mediation.

Except insofar as the Terms expressly provide that a third party may in its own right enforce a provision of these Terms, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

These Terms shall be governed by Scottish Law and the Scottish Courts shall have exclusive jurisdiction to decide any dispute concerning these Terms.