

ANGLIA DOOR SYSTEMS LIMITED – TERMS AND CONDITIONS OF BUSINESS

1. INTRODUCTION

These terms and conditions apply to the supply of goods and services to you ('the Customer') by Anglia Door Systems Limited ('ADS').

2. INTERPRETATION

2.1 In these Conditions the following definitions apply:

Business Day: means a day other than Saturday, Sunday and public holidays;

Conditions: means the terms and conditions set out in this document;

Contract: means the agreement between ADS and the Customer for the sale and purchase of Goods and or the supply of Services incorporating these Conditions;

Delivery Location: means the location(s) for delivery of the Goods and or supply of Services as set out in the Order;

Doors: means such new industrial and commercial doors, shutters, grilles, barriers or gates that are supplied by ADS to the Customer and installed by ADS under a Contract;

Equipment: means the goods belonging to the Customer for which ADS supplies Maintenance Services under a Contract;

Force Majeure: means an event or sequence of events beyond ADS' reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service or materials required by or for performance of the Contract;

Goods: means the goods and related accessories, spare parts and documentation to be supplied by ADS to the Customer under a Contract;

Maintenance Services: means the Services provided by ADS to the Customer for the maintenance of Equipment under a Contract;

Order: means the Customer's order for the Goods and/or Services from ADS;

Parts: means spare parts for industrial or commercial doors, shutters, grilles, barriers or gates supplied by ADS to the Customer under a Contract;

Price: means the price charged by ADS for the Goods and or Services supplied under a Contract;

Repair Services: means the Services provided by ADS to the Customer for the repair of Customer's goods under a Contract;

Services: means the services supplied by ADS to the Customer under a Contract;

VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services;

2.2 Unless the context otherwise requires:

2.2.1 each gender includes the others;

2.2.2 the singular includes the plural and vice versa;

2.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;

2.2.4 clause headings do not affect their interpretation;

2.2.5 general words are not limited by example;

2.2.6 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time; and

2.2.7 references to 'writing' includes faxes and emails.

3. APPLICATION OF THESE TERMS AND CONDITIONS AND FORMATION OF CONTRACT

3.1 These terms and conditions apply and form part of the Contract between ADS and the Customer. They supersede any previously issued terms and conditions.

3.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase order, Customer's confirmation of order or Customer's specification will form part of the Contract.

3.3 Each Order by the Customer to ADS will be deemed to be an offer to purchase Goods and/or Services subject to the Conditions. No Order which has been accepted by ADS may be cancelled by the Customer except with the written agreement of ADS.

3.4 An Order will be accepted by ADS only when it confirms so to the Customer at its sole discretion. ADS reserves the right at all times to reject any Order, in whole or in part, at its sole discretion. If ADS accepts an Order by confirming the same to the Customer then there will be a binding agreement in place between ADS and the Customer for the supply of the relevant Goods and or Services to the Customer.

3.5 No variation of these Conditions or to an Order, or to an estimate from ADS will be binding unless expressly confirmed in writing by a duly authorised signatory on behalf of ADS. If the Customer wishes to make a variation to the Goods and or Services to be supplied after acceptance of an Order by ADS, then it may make a request to ADS in writing and ADS will thereafter:-

a. confirm whether it will accept such variation; and

b. provide an estimate of costs that will be incurred by such variation.

If ADS will accept such variation then the Customer will be liable to pay such additional costs of ADS as it shall notify to the Customer.

3.6 ADS may supply estimates for the supply of Goods and or Services. In the event that an estimate is given by ADS it will be deemed to be an invitation to treat (and shall not be an offer) by ADS to supply Goods and or Services on and subject to the Conditions. Any estimate by ADS for the supply of Goods and or Services (other than Repair Services) will be valid for 28 days from the date of issue. Any estimate by ADS for the supply of Repair Services will be valid for 10 days from the date of issue.

3.7 ADS' employees or agents are not authorised to make any representations concerning the Goods or Services unless such representations are confirmed by ADS in writing to the Customer. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not confirmed by ADS in writing but nothing in these Conditions affects either party's liability for fraudulent misrepresentation.

4. PRICE

4.1 Subject to clause 4.2 the Price shall be as set out on the estimate issued by ADS. Unless otherwise stated the Price does not include VAT. VAT will be charged by ADS at the then-applicable rate which the Customer must pay.

4.2 Estimates are not binding on ADS and ADS may need to make charges in addition to the charges set out in its estimate. This can occur for a number of reasons, including (but not limited to) if:-

a. the Customer requests additional or different Goods and or Services (and ADS has agreed to make such changes or additions);

b. additional or different Goods and or Services are necessary in the opinion of ADS to comply with applicable health and safety or statutory requirements (and ADS has agreed to such changes);

c. additional or different Goods and or Services are necessary in the opinion of ADS as a result of incorrect or misleading information provided to ADS;

d. it becomes apparent to ADS that the amount of Goods and or Services or the type of Goods and or Services needed to satisfy the Customer's request(s) is different to what was notified when the estimate was provided;

e. there has been change, for example to the Delivery Location, Equipment, other goods, equipment, items or premises since the date of the Contract which affect the supply of the Goods and or Services;

f. the supply of the Goods and or Services are interrupted (other than at the fault of ADS).

Where additional charges will be made by ADS then ADS will continue with the supply of the Goods and or Services if the extra amount payable by the Customer does not exceed 10% of the price set out in the estimate without obtaining the Customer's agreement. In the event that the additional charges are anticipated to exceed 10% of price set out in the estimate then ADS will cease the supply of the Goods and Services and seek the Customer's agreement to the additional charges unless:-

(i) it is not possible to contact the Customer within a reasonable time, or

(ii) it is not (in ADS' opinion) safe not to carry out and finish supplying the Goods and or Services, for example because the Customer's goods or premises would be left in a dangerous condition or unprotected from theft if ADS did not complete the supply of the Goods and or Services.

If the Customer does not wish to incur such additional cost, then ADS will not be liable for (i) any delay in the supply of the Goods and or Services or (ii) any failure to continue or complete the supply of any Goods and or Services under the Contract.

4.3 Unless otherwise agreed in writing, delivery, replacement parts, consumables, scaffolding and other equipment required for the supply of Goods and or Services are not included in the Price. ADS will advise the Customer of the costs of delivery, any replacement parts, consumables, scaffolding or other equipment and such costs must be paid by the Customer in addition to the Price. If the Customer does not wish to incur such additional cost, then ADS will not be liable for (i) any delay in the supply of the Goods and or Services or (ii) any failure to continue or complete the supply of Goods and or Services under the Contract.

- 4.4 Unless otherwise agreed in writing ADS may invoice the Customer for the Goods and or Services after such Goods and or Services have been delivered or supplied (as appropriate). For the avoidance of doubt ADS may invoice the Customer for Maintenance Services after each maintenance visit.
- 4.5 If any deposit is paid to ADS in respect of the Goods and or Services then such deposit will not be refunded to the Customer. ADS will not pay interest on any deposit held.
- 4.6 Unless otherwise agreed in writing (and subject to clause 13.4), the Price is payable by the Customer to ADS in full in cleared funds within 30 days of the date of ADS' invoice. Time for payment of the Price is of the essence.
- 4.7 ADS reserves the right to claim statutory interest at 8% above the Bank of England interest rate in force on the date any payment to it from the Customer becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as may be amended from time to time.
- 4.8 Without prejudice to or limiting any other rights that ADS may have, where any sums due to ADS are not paid in full in cleared funds by the due date ADS may:
- suspend or cancel the supply of Goods and or Services to the Customer;
 - terminate all and any Contracts with the Customer on giving written notice.
- 4.9 ADS reserves the right to perform a credit search on any customer prior to carrying out works. The credit terms offered by ADS are solely subject to the credit search results and could result in no credit facility being offered.

5. DELIVERY

- 5.1 The Goods will be delivered to the Delivery Location. The Services will be supplied at the Delivery Location.
- 5.2 The Goods will be deemed delivered on arrival of the Goods at the Delivery Location.
- 5.3 ADS will use its reasonable endeavours to meet estimated delivery dates and times for Goods and dates provided for the supply of the Services but such dates are approximate only, and time of delivery of the Goods and time of supply of the Services is not of the essence.
- 5.4 If the Customer wishes to change a delivery date and or time for Goods and or Services, then the Customer must give ADS not less than 48 hours' notice of such request before the estimated delivery date and time. If such notice is not given or the Delivery Location is not available at the estimated delivery date and time, then ADS reserves the right to charge the Customer ADS' standard travel and waiting time rates in force at the relevant time.
- 5.5 ADS will not be liable for any delay in or failure of delivery of the Goods or any delay in or failure of the supply of Services caused by:-
- the Customer's failure to make the Delivery Location (or other goods, equipment, items or premises necessary for the supply of the Goods and or Services) available;
 - the Customer's failure to prepare the Delivery Location in accordance with instructions provided by ADS or otherwise as required for the supply of the Goods and or Services under the Contract;
 - the Customer's failure to provide ADS with adequate instructions, for delivery or supply or otherwise relating to the Goods or Services; or
 - any delay or failure by any third party to supply goods or services to the Customer.
- 5.6 If, 10 Business Days after the due date for delivery or collection of the Goods, the Customer has not taken delivery, ADS may resell or otherwise dispose of the Goods. If such Goods are resold or otherwise disposed of, ADS will:
- invoice the Customer for reasonable storage charges and costs of resale; and
 - account to the Customer for any excess of the resale price over (provided the Customer has paid the Price in full in cleared funds), or invoice the Customer for any shortfall of the resale price below, the price paid by the Customer for the Goods.
- The Customer acknowledges that ADS may be unable to sell the Goods or any part thereof and may only be able to recover the scrap value of the Goods and ADS will not be obliged by way of mitigation to seek to sell Goods above their scrap value.

6. TITLE AND RISK

- 6.1 Risk in the Goods will pass to the Customer on arrival of the Goods at the Delivery Location. Unless otherwise agreed in writing the Customer will unload the Goods at its own cost and risk.
- 6.2 Title to the Goods will not pass to the Customer until ADS has received payment in full and cleared funds for all charges due in respect of the relevant Contract under which the Goods are supplied.
- 6.3 Until title to the Goods has passed to the Customer, the Customer will:
- hold the Goods as bailee for ADS;
 - store the Goods separately from all other material in the Customer's possession;
 - take all reasonable care of the Goods and keep them in reasonable and saleable condition;
 - insure the Goods: (i) with a reputable insurer (ii) from the time and date of delivery (iii) against all risks (iv) for an amount at least equal to the Price;
 - ensure that the Goods are labeled and clearly identifiable as belonging to ADS;
 - not remove or alter any mark on or packaging of the Goods;
 - inform ADS as soon as possible if it becomes subject to any of the events set out in clause 13.1;
 - provide ADS such information concerning the Goods as ADS may request from time to time.
- 6.4 If, at any time before title to the Goods has passed to the Customer, the Customer has, or ADS reasonably believes the Customer is likely to, become subject to any of the events specified in clause 13.1, ADS will be entitled to:
- repossess all or any of the Goods and to take possession of all or any goods incorporating Goods; and
 - require the Customer at the Customer's expense to redeliver the Goods to ADS and if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them with such transport as may be necessary or instruct agents to do so.
- 6.5 The Customer warrants that it is not at the time of entering into the Contract insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.

7. ADS' OBLIGATIONS

- 7.1 ADS will carry out the Repair Services and Maintenance Services with reasonable care and skill. Subject to the provisions of clause 7.4 if any defect is discovered in ADS' workmanship in relation to the Repair Services or Maintenance Services within 1 month of supply of the Repair Services or Maintenance Services (as applicable) then ADS will inspect such alleged defect and if in the reasonable opinion of ADS the alleged defect is due to a defect in the workmanship of ADS, then ADS will carry out such further services as may be reasonably necessary to rectify such defect. Following such rectification ADS shall have no further liability to the Customer.
- 7.2 Subject to the provisions of clause 7.4 ADS warrants that Parts supplied and installed by it will be free from defects in material and workmanship for a period of 3 months from the date of delivery or 3 months from the date of installation by ADS, whichever is the first to expire (**Parts Warranty Period**). Subject to the provisions of clause 7.4 if any defect in material or workmanship in Parts supplied and installed by ADS is discovered within the Parts Warranty Period then ADS will inspect such alleged defect and if in the reasonable opinion of ADS the alleged defect is due to a defect in the material or workmanship of ADS, then ADS will at its option repair, replace or refund the price of the defective Parts (or a proportionate part thereof). Following such repair, replacement or refund ADS shall have no further liability to the Customer.
- 7.3 Subject to the provisions of clause 7.4 ADS warrants that Doors supplied and installed by it will be free from defects in material and workmanship for a period of 12 months from the date of delivery or 12 months from the date of installation by ADS, whichever is the first to expire (**Doors Warranty Period**). ADS and the Customer may agree in writing that the warranty in this clause 7.3 may be extended by an agreed period. Subject to the provisions of clause 7.4 if any defect in material or workmanship in Doors supplied and installed by ADS is discovered within the Doors Warranty Period then ADS will inspect such alleged defect and if in the reasonable opinion of ADS the alleged defect is due to a defect in the material or workmanship of ADS, then ADS will at its option repair, replace or refund the price of the defective Doors (or a proportionate part thereof). Following such repair, replacement or refund ADS shall have no further liability to the Customer.
- 7.4 ADS shall be under no liability under the warranties in clause 7.1, clause 7.2 or clause 7.3 and the Customer shall pay the Price under the Contract as if the relevant Doors, Parts and or Services had been supplied in accordance with the Contract:
- if the Customer fails to inform ADS of the alleged defect promptly on discovery and in any event within 2 Business Days of discovery;
 - if the Customer fails to provide ADS with such access to the site of the alleged defect as ADS requires;
 - if any defect arises from any drawing, design, information, data, requirement or specification supplied by the Customer;

- d. if any defect arises from fair wear and tear (or could be expected to arise in the normal course of use of the relevant Doors(s), Part(s), Equipment or the Customer's doors, other goods, equipment or items), wilful damage, negligence, abnormal working conditions, environmental conditions (including but not limited to weather) or misuse of the relevant Door(s), Part(s), Equipment or the Customer's doors, other goods, equipment or items;
- e. if the Customer fails to follow ADS' or the manufacturer's instructions (whether oral or in writing) as to storage, installation, commissioning, use or maintenance of the relevant Door(s) or Part(s), Equipment or the Customer's doors, other goods, equipment or items;
- f. if the total price for the Goods and or Services in the Contract under which they are supplied has not been paid by the due date for payment;
- g. if in the opinion of ADS the relevant Door(s), Part(s), Equipment or the Customer's doors, other goods, equipment or items have been used otherwise than for the purpose for which they were designed;
- h. if the Customer has used or ADS reasonably suspects the Customer has used consumables other than those recommended by ADS for the manufacturer of the relevant Door(s), Part(s), Equipment or the Customer's doors, other goods, equipment or items;
- i. if ADS has notified the Customer of the possibility of defect arising as a result of the Customer's instructions, requirements or Order;
- j. if the defect is due to any act or omission of the Customer or any third party or if Customer or any other third party relocates, maintains, repairs, alters or modifies the relevant Door(s), Part(s) or Equipment without ADS' prior written consent;
- k. if the Customer uses any of the relevant Door(s) or Part(s) after notifying ADS that it does not comply with clause 7.2 or 7.3 (as applicable);
- l. if the Customer is in breach of the Contract (including but not limited to the Conditions).

7.5 For the avoidance of doubt ADS shall not be liable under clauses 7.1, 7.2 and 7.3 to any person company or other organisation other than the Customer and the Customer may not assign to any third party the benefit of the warranties provided in clause 7.1, clause 7.2 and clause 7.3.

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

7.7 The Customer acknowledges that in entering into the Contract it does not so in reliance on any representation, warranty, or other provision except as expressly provided in these Conditions. Nothing in these Conditions excludes any liability for fraud.

8. OBLIGATIONS OF THE CUSTOMER

8.1 The Customer will at its own cost and expense:

- 8.1.1 place all orders on the terms of the Conditions and ensure that their contents are complete and accurate;
- 8.1.2 ensure that each part of any specification, information, drawings, design and data which it provides is complete, accurate and contains all information that ADS may require;
- 8.1.3 cooperate (and procure that its employees, agents and contractors cooperate) fully with ADS in relation to delivery or collection of the Goods and supply of the Services (including but not limited to ensuring the Delivery Location is available at the estimated time for supply of the Goods and or Services) and comply with such instructions as ADS may reasonably issue during the supply of the Goods and or Services;
- 8.1.4 take all such steps as may be necessary to ensure and preserve the health and safety of ADS, its employees, sub-contractors and agents and without prejudice to the generality of the foregoing ensure that the Delivery Location (and such other site it is requested ADS attend for the supply of the Goods and or Services) is compliant with all relevant health and safety laws and regulations;
- 8.1.5 promptly provide ADS with such information that it reasonably requires;
- 8.1.6 promptly provide ADS with such health and safety information that may apply to the Delivery Location (and any other site it is requested to attend for the supply of the Goods and or Services) and the supply of the Goods and or Services;
- 8.1.7 at time(s) notified by ADS provide such access for ADS to the Delivery Location and or Equipment (and or such other goods, equipment, items or premises) as ADS may reasonably require for the supply of the Goods and or Services and inspections prior to such supply;
- 8.1.8 take such steps as ADS may reasonably require to ensure that the Delivery Location, Equipment (and such other goods, equipment, items or premises as ADS may require for the supply of the Goods and or Services) are suitable (in the opinion of ADS) for the supply of the Goods and or Services within the time specified by ADS;
- 8.1.9 be responsible for the security of the Delivery Location, Equipment and its other goods, equipment, items or premises; and
- 8.1.10 ensure there is an electrical supply at the Delivery Location sufficient for the supply of the Goods and or Services.
- 8.1.11 Under Regulation 4 of the [Control of Asbestos Regulations](#) (CAR) you have responsibility to comply with the law and MUST ensure information about the location and condition of any asbestos is provided to ADS where there is a risk of disturbing it. Our engineers at ADS are trained to recognise where there may be asbestos containing materials (ACM) and will not commence work where there is such a suspicion. Failure to provide the information may result in the charge of an attendance fee if the work is unable to be executed.

9. MAINTENANCE SERVICES

9.1 For the avoidance of doubt Maintenance Services will be as specified in writing to the Customer by ADS and for the avoidance of doubt will not include maintenance or repair necessary as a result of:-

- a. any breach by the Customer of the Contract (including but not limited to the Conditions);
- b. the act or omission of the Customer or any third party;
- c. fire or environmental conditions (including but not limited to weather); or
- d. the installation, commissioning, operation, use or fault arising from any other goods or equipment (other than the Equipment).

9.2 Where the Customer enters into a Contract for Maintenance Services the Customer warrants and represents that the Equipment is in good condition and full working order as at the date of the Contract.

9.3 In the event that the Customer enters into a Contract for Maintenance Services then it will:-

- 9.3.1 ensure that during normal operation the Equipment is connected to an electrical supply sufficient for its operation;
- 9.3.2 store, operate, use, install, commission and maintain Equipment in accordance with written instructions from ADS and manufacturer's instructions;
- 9.3.3 keep the Equipment clean;
- 9.3.4 ensure that only properly trained personnel operate the Equipment;
- 9.3.5 not relocate, maintain, repair, alter or modify the Equipment unless such is carried out by ADS or in accordance with ADS' prior written consent and instructions;
- 9.3.6 not use consumables for the Equipment other than those consumables recommended by the manufacturer of the relevant Equipment or recommended by ADS in writing

10. FORCE MAJEURE

ADS will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it uses reasonable endeavours to minimise the effects of that event.

11. INTELLECTUAL PROPERTY RIGHTS

All drawings, designs, data, information, reports and other documents produced or provided by ADS in connection with the Goods and Services will remain the property of ADS.

12. LIABILITY

12.1 ADS does not limit or exclude its liability:

- 12.1.1 for death or personal injury caused by its (or its employees) negligence; or
- 12.1.2 for breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982;
- 12.1.3 for defective products under the Consumer Protection Act 1987; or
- 12.1.4 for fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1 ADS's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with the Contract shall in no event exceed the amount of ADS' charges for the Goods and Services and under the Contract in connection with which such claim is made.

12.3 Subject to clause 12.1 ADS shall not be liable for:-

- 12.3.1 any indirect, special or consequential loss or damage, or
- 12.3.2 any loss of profit, turnover, business opportunity or damage to goodwill (whether direct or indirect), howsoever arising.

12.4 Without prejudice to the generality of clauses 12.2 and 12.3 the Customer shall indemnify and hold harmless ADS from and against all claims, losses, costs, expenses, liabilities, damages, demands, proceedings, legal costs (on a full indemnity basis) and judgments which ADS or the Customer suffers or incurs by reason of or arising out of:-

- a. any breach by the Customer of any of its obligations in the Contract (including but not limited to the Conditions);
- b. any act or omission of the Customer or any third party;

- c. goods or services supplied to the Customer by any third party;
- d. defects or damage to any Equipment, Delivery Location, other goods, equipment, items or premises existing before the date of the Contract;
- e. any damage caused to the Equipment, Delivery Location, other goods (including but not limited to door parts), equipment, items or premises as a result of Services carried out in accordance with any Contract between ADS and the Customer.

13. TERMINATION

- 13.1 The Contract may be terminated forthwith at any time by ADS on written notice to the Customer (without ADS incurring any liability to the Customer) if:
- 13.1.1 the Customer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 10 days of written notice to do so;
 - 13.1.2 the Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
 - 13.1.3 the Customer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (c) makes an application to court for protection from its creditors generally;
 - 13.1.4 the Customer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the Customer, or a winding-up order is made in relation to the Customer, other than solely in relation to a solvent amalgamation or reconstruction;
 - 13.1.5 a receiver or administrative receiver may be or is appointed in relation to the Customer or any of its assets;
 - 13.1.6 any creditor of the Customer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Customer's assets, and such attachment or process is not discharged within 14 days;
 - 13.1.7 the Customer takes or suffers any action similar to any of the above in any jurisdiction;
 - 13.1.8 there is a material change in the management, ownership or control of the Customer;
 - 13.1.9 the Customer suspends trading, ceases to carry on business, or threatens to do either;
 - 13.1.10 the Customer, being an individual, dies or ceases to be capable of managing his own affairs or there is a petition issued for their bankruptcy.
 - 13.2 Without prejudice to its rights under clause 13.1 ADS may terminate or suspend any Contract with the Customer at any time by giving written notice to the Customer if in the opinion of ADS there is a risk to health and safety at the Delivery Location (or any other site that ADS' employees, subcontractors or agents attend in the course of the supply of the Goods and or Services).
- 13.3 Without prejudice to its rights under clause 13.1 and 13.2 ADS may suspend or terminate Contracts with the Customer if there is change or alteration to the Equipment, Delivery Location or other goods, equipment, items or premises which in ADS' reasonable opinion affect the supply of the Goods and or Services (including but not limited to access to the Equipment).
- 13.4 On termination of the Contract for any reason:
- a. all amounts invoiced by ADS shall immediately become due and payable (whether or not they have become due for payment under the Contract) and the Customer will immediately pay all such sums in full in cleared funds;
 - b. ADS will, within 30 Business Days, invoice the Customer for all Goods and Services delivered or collected or provided but not yet invoiced and the Customer will pay such invoice within a further 5 Business Days (unless the invoice is disputed in good faith);
 - c. the Customer will within 5 Business Days (at its own cost) return any goods, equipment or materials of ADS then in its possession or control; if it fails to do so, ADS may enter any premises where the goods, equipment or materials are stored and take possession of them with such transport as may be necessary or instruct agents to do so;
 - d. the accrued rights and liabilities of the parties will not be affected; and
 - e. any clause which expressly or by implication is to survive termination will do so.

14. NON POACHING

- 14.1 The Customer will not, during the term of the Contract or for a period of 6 months thereafter, without the prior written agreement of ADS, do any of the following:
- a. employ, enter into a contract for the services of, or entice away from the employment of ADS anyone who is during the term of the Contract an employee of ADS; or
 - b. procure or facilitate the making of such attempt or action by any other person.

15. GENERAL TERMS

15.1 TIME

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions.

15.2 NO SET-OFF

All payments by the Customer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless the Customer is compelled by law to deduct or withhold any such amounts, in which case it will pay to ADS such additional amount as will ensure that ADS is paid the full amount it would have received but for such deduction or withholding.

15.3 RELATIONSHIP

The parties are independent businesses and not principal and agent, partners, or employer and employee.

15.4 SEVERABILITY

If any part of these Conditions is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions and the Contract will otherwise remain in full force.

15.5 NOTICES

Notices under this Agreement will be in writing and sent to the persons and addresses (including but not limited to postal addresses and email addresses) set out in the Order. They may be given, and will be deemed received:

- a. by first-class post: two Business Days after posting;
- b. by hand: on delivery;
- c. by fax: one Business Day after the fax transmission was sent; or
- d. by email: one Business Day after the email was sent.

15.6 WAIVER

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

15.7 RIGHTS OF THIRD PARTIES

This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.8 PRIORITY

The terms of the Conditions prevail over those of the Order or schedule (if any).

15.9 ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

15.10 SUCCESSION AND ASSIGNMENT

- a. This Contract will bind each party's permitted successors, permitted assigns and personal representatives.
- b. The Customer may not assign any of its rights or obligations under the Contract. For the avoidance of doubt ADS may assign its rights and obligations and without prejudice to the generality of the foregoing it may engage sub-contractors to provide the Goods and or Services or any part thereof.

16. GOVERNING LAW AND JURISDICTION

This Contract will be governed by the laws of England and disputes will be submitted to the exclusive jurisdiction of the courts of England.