

Terms and Conditions

These terms and conditions and the proposal (“Terms”) set out the terms upon which the services will be provided by Tateside Limited, a company registered in England and Wales with company number 06640973 whose registered office is at 10 Dock Street, London. E1 8JP to any individual, institution, organisation or corporate entity (a “Customer”).

Signature of the proposal by the Customer or the issuing of a Purchase Order by the Customer shall each constitute valid acceptance of these Terms (including the proposal).

1 Interpretation

Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change Request: a request made under clause 5.

Commencement Date: these Terms shall become binding and effective from the date of the final signature under the proposal and payment of the Deposit (as defined under clause 3.2 below). Where the proposal is not signed, from the date of payment of the Deposit.

Company Hardware: the hardware supplied by the Company.

Confidential Information: information of commercial value, in whatever form or medium, disclosed by the party to the other party, including each element of the proposal, commercial or technical know-how, technology, information pertaining to business operations and strategies, and, for clarity, including (in the case of the Company’s information), information pertaining to customers, pricing and marketing information relating to the Company’s Material.

Customer Equipment: all the computers, software, licences and other equipment to be supplied by the Customer.

Documentation: the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Company.

Hardware Installation Tests: the test carried out by the Company in accordance with clause 8.

Manufacturers’ Warranties: the warranties given by any third-party manufacturer in relation to any item of the Company Hardware.

Site(s): the location(s) at which the hardware is to be installed as specified in the proposal

Work: all the works, duties and obligations to be carried out by the Company in accordance with these Terms.

2 Scope and Supply of Hardware

- 2.1 The Company shall supply and install the Company Hardware in accordance with the scope set out in the proposal.
- 2.2 The Company carry out the Work during its normal working hours between 8:00 a.m. – 5:00 p.m. on a Business Day.
- 2.3 The Company shall supply all items of Company Hardware, together with all related Documentation provided by third-party manufacturers of items of Company Hardware.
- 2.4 The Customer shall provide all cabling and other equipment needed for the installation of the Company Hardware at the Site(s), including any equipment needed to connect and interface Company Hardware with Customer Equipment unless costed and agreed as part of proposal.

3 Payment Terms

- 3.1 The price quoted by the Company in the proposal is for the execution of the Work described within the proposal attached to these Terms and subject to the Customer's acceptance of the proposal within 14 days of receipt of it. Pricing is based on the current market GBP/USD exchange rate. Should the rate move +/- 2% prior to the Customer's acceptance of the proposal, the Company reserves the right to requote and update the proposal.
- 3.2 Unless otherwise set out in our invoice or agreed in writing between the parties, the Company shall invoice the Customer for the following amounts:
- 50% upon acceptance of the attached proposal (the "Deposit");
 - 25% upon delivery of the Company Hardware to the Site(s); and
 - 25% upon completion of the Work.
- 3.3 The amounts due under clause 3.2 shall be payable within 14 days of receipt of the invoice from the Company.
- 3.4 The price quoted is based on continuity of work in a logical sequence without obstruction or restriction by the Customer during normal working hours. If for any reason this continuity is broken or the working hours are restricted in any way, the Company may, at its reasonable discretion, apply additional charges in accordance with its standard schedule of rates as notified to the Customer in writing.
- 3.5 Where the Company is required by the Customer to carry out the Work outside its normal working hours, the Company reserves the right to apply additional charges in accordance with its standard schedule of rates as notified to the Customer in writing.
- 3.6 Any additional charges incurred under clauses 3.4 and 3.5 shall be included in the final invoice and shall be payable upon completion of the Work.
- 3.7 The prices set out in the proposal are exclusive of Value Added Tax (VAT). Where VAT is applicable, the VAT amount shall be provided in the proposal.
- 3.8 If the Customer fails to make any payment due to the Company under these Terms by the due date for payment, the, without limiting the Company's remedies under clause 9, the Customer shall pay interest on the overdue amount. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 3.9 The proposal excludes cutting out and making good of the building fabric in connection with the installation,

except where this work is specified in the proposal. Where the Customer requests this additional service then, where the Company agrees to provide it, the price for this will be set out in the proposal and any additional terms and/or obligations shall be communicated to the Customer in writing beforehand.

3.10 Unless it is agreed in writing, the proposal does not cover the Customer's requirements (if any) for an increase in existing electricity supply capacity or a new electricity supply. The Customer shall ensure it has the relevant electric supply capacity before commencement of the Work.

3.11 The proposal is valid for 30 days from the date set out at the beginning of the proposal. The prices set out in the proposal are based on material and labour costs prevailing at the date the proposal is issued.

3.12 If the Customer accepts the proposal after the validity period, the Company reserves the right to amend the price quoted and the Company shall as soon as reasonably practicable provide the Customer with a revised proposal which shall be valid for 30 days from the date the revised proposal is issued.

4 Commencement and Completion

4.1 The Work will be commenced and completed within a reasonable time of acceptance of the proposal or if there is a period agreed for the execution of the Work, within the period so agreed subject to commencement or completion delays in the Company's supply chain.

4.2 The Company shall not be liable for delays in the completion of the Work due to lack of or inadequate instructions given by the Customer or as a result of any obstructions or restrictions caused by the Customer.

5 Change Request

5.1 The Customer may at any time, request a change to the Work.

5.2 Within 5 working days of receipt of such request, the Company may either reasonably decline the change request, or, in accordance with its standard schedule of rates then in force, provide the Customer with a written quote for any increase in the price, and of any effect that the requested change may have on the date of completion of the Work.

5.3 The Customer shall promptly and no more than 5 working days after receiving a written quote referred to in clause 5.2, inform the Company in writing whether the Customer wishes to proceed with the change.

5.4 Where the Company agrees to a change under this clause 5, the Customer acknowledges and accepts that the Company may need to pause the Work until it has received a response from the Customer.

5.5 If the Company is delayed, or disrupted, or prevented in the execution of the work due to a change request made by the Customer, the Company shall not be held responsible or liable for any reason as a result.

6 Hardware, Risk and Retention of Title, and Delivery

6.1 The Company Hardware supplied by or on behalf of the Company (whether fixed or unfixed) shall remain Company property until the Customer has paid to the Company in full all sums payable by the Customer.

6.2 Although the Company Hardware shall remain Company property until all sums due to the Company have been paid, they shall be at the Customer's risk from the time of delivery to the Customer's Site.

6.3 The parties shall agree in writing as to when the Company shall deliver the Company Hardware to the Site(s). The Company shall not be liable for any reason if any delivery is delayed at the request of, or because of the acts or omissions of the Customer.

6.4 In the event that there is a delay in the delivery of the Company Hardware due to an act or omission or request of the Customer, and the Company can demonstrate that the delay has resulted in an increase in cost to the Company of carrying out its obligations, the Company may at its sole discretion apply an additional charge not exceeding any such demonstrable cost, which shall be included in the invoice provided upon delivery of the Company Hardware.

6.5 The Company shall supply to the Customer, within a reasonable time before the scheduled Company Hardware delivery, such information and assistance as may be necessary to enable the Customer to prepare the Site(s) for installation of the relevant item of Company Hardware.

6.6 The Customer shall, at its own expense, prepare the Site(s) in accordance with the information provided by the Company in advance of each Company Hardware delivery date. the Company shall assist the Customer to carry out such preparation.

6.7 The Company shall complete installation of each item of Company Hardware at the Site(s) within a reasonable period of time or where there is an agreed time period, in accordance with the time period agreed between the parties for that item of Company Hardware.

7 Hardware Testing

7.1 Prior to completion of the Work, the Company shall carry out reasonable tests to ensure that Company Hardware is in operable condition and is capable of meeting the Customer's requirements once properly installed.

Following installation of Company Hardware, the Company shall *in the presence of the Customer* carry out Hardware Installation Tests.

7.2 If any item of the Company Hardware fails to pass the abovementioned Hardware Installation Tests, then the Company shall have a reasonable period in which to remedy the deficiency, and if the item of Company Hardware fails further tests then the Customer may:

- (a) accept the item of Company Hardware subject to a reduction in price as is reasonable; or
- (b) if the Company is unable to correct material defects within a period of 3 months from the start of the tests, to reject the item of Company Hardware as not being in conformity with these Terms and obtain a refund for the rejected item.

8 Company Personnel

8.1 The Company undertakes that its employees and contractors, while on the Site(s) or any other premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, as notified to the Company in writing from time to time. The Company shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

8.2 The Company assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Customer.

9 Guarantee and warranty

9.1 All equipment will be new (unless otherwise specified) and of satisfactory quality.

9.2 All Company manufactured equipment carries a 12 months' warranty from the date of completion of the Work.

9.3 All other equipment supplied by the Company, but manufactured by other parties, carries a back to base warranty with the relevant supplier of a minimum of 12 months' Manufacturers' Warranty, which commences

from the date of on which the equipment is received by the Company. Some items may offer an extended warranty option at an additional cost. Such items shall be identified to the Customer and offered as an option if applicable.

9.4 The Company will provide a 90-day service warranty after completion of the Work. This covers labour required to rectify any faults or issues with the installation that may arise within 90 days of completion of the Work. Any faulty items should be returned to the Company where they will be repaired or replaced (at the Company's discretion) and thereafter shall be returned or replaced to the Site at no cost. However, shipment of equipment from the Site back to the Company remains the responsibility of the Customer.

9.5 The warranties in clauses 9.1, 9.2, 9.3 and 9.4 do not allow for any Site visits, cover genuine defects or faults only and do not include any rectification of issues caused by misuse or other parties or circumstances outside the Company's control including but not limited to: • early failure due to equipment having been operated in a builder's dust environment. • catastrophe (flood, fire, earthquake, building damage). • misuse or abuse of equipment. • overheating due to failure of the air-conditioning system. • severe electrical disturbance.

10 Termination

10.1 Without prejudice to any rights that have accrued under these Terms or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term (other than failure to pay any amounts due) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms;
- (d) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (f) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10.2 On termination for whatever reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices (and interest if applicable). The Company reserves the right to withhold any further deliveries of Company Hardware until such overdue invoices have been paid in full;
- (b) the Company shall promptly hand over all equipment provided by the Customer, and the Company shall not retain any access to the Customer's systems and/or Site(s);
- (c) any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect; and
- (d) termination of these Terms shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including but not limited to retention of the Company's title to Company Hardware that has been delivered but for which payment has not been received and the right to retrieve such Company Hardware from the Site(s); and the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination except as excluded under clause

11 Limitation of Liability

11.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter for which it would be unlawful for the parties to exclude liability.

11.2 Subject to clause 11.1 the Company shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation, or goodwill;
- (b) any loss or corruption (whether direct or indirect) of data or information;
- (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
or
- (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

11.3 Subject to clause 11.1, the Company's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall not exceed the total charges paid or payable under a specific proposal.

12 Indemnity and Insurance

12.1 Each party agrees to indemnify the other party for any expense, liability, loss, claim or proceeding arising under any statute or at common law in respect of personal injury to or the death of any person arising out of or in the course of carrying out of the Work, unless such personal injury or death is caused by any act or omission of the other party or of any person for whom the other party is responsible;

12.2 Each party agrees to indemnify the other party for any expense, liability, loss, claim or proceeding in respect of any injury or damage to any property arising out of or in the course of carrying out of the work, unless due to any act or omission of the other party or of any person for whom the other party is responsible.

12.3 Each party agrees to maintain in force, with a reputable insurance company, professional indemnity insurance, public liability insurance and such other insurance as reasonably necessary to cover liabilities that may arise under or in connection with these Terms.

13 General

13.1 Force majeure

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.2 Assignment and other dealings

(a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the Company's prior written consent.

(b) The Company may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under these Terms.

13.3 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3 (b). In particular (but without limitation) the Customer shall not disclose the Company's proposal or pricing to the Company's competitors. Without prejudice to any other rights or remedies that Company may have, Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this clause 13.3(a) by Customer. Accordingly, Company shall be entitled to the remedies of injunction or other equitable relief for any threatened or actual breach of this confidentiality provision.

(b) Each party may disclose the other party's Confidential Information:

- to its employees, officers, representatives, contractors, subcontractors or professional advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or professional advisers to whom it discloses the other party's Confidential Information comply with this clause 13.3; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Terms.

13.4 Entire agreement

These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The documents comprising these Terms shall prevail in the following order: the proposal, these terms and conditions.

13.5 Variation

No variation of these Terms shall be effective agreed by both parties unless it is in writing and signed by both parties.

13.6 Waiver

A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.7 Severance

If any provision or part-provision of the Terms 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 **Error! Bookmark not defined.**14.7 shall not affect the validity and enforceability of the rest of the Terms.

13.8 Notices

Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be sent by email to the email address provided by each party to the other.

The provisions of clause shall not apply to the service of any proceedings or other documents in any legal action.

13.9 **Third party rights**

No person other than a party to these Terms shall have any rights to enforce any term of these Terms.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms is not subject to the consent of any person that is not a party to these Terms.

13.10 **Governing law**

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales.

13.11 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.