

HADDINGTON CONTRACTING LIMITED

TERMS AND CONDITIONS

APPLICATION AND ENTIRE AGREEMENT

1. These Terms and Conditions apply to the provision of the services detailed in our quotation/Services to the person using our services.
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any completion of the Services (whichever happens first) and these Terms and Conditions and our quotation are the entire agreement between us.
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 the contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

INTERPRETATION

4. The headings in these Terms and Conditions are for the convenience only and do not affect their interpretation.
5. A "business day" means any day other than Saturday, Sunday or bank holiday in England and Wales

SERVICES

6. We warrant that we will use care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Service which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
7. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

FEES

8. The fees for the Services are set out in the quotation and are on a time and materials basis
9. In addition to the fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the services, and c) the cost of any materials required for the provision of the Services.
10. 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 rate as may be agreed between us.
11. The Fees are of any applicable VAT and other taxes or levies which are charged by any competent authority.

CANCELLATION AND AMENDMENT

12. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 14 days of the quotation.
13. Either we or you can cancel an order for any reason prior to your acceptance or rejection of the quotation.
14. If you want to amend any details of the services then you must tell us in writing as soon as possible. We will use reasonable endeavors to make any required changes and additional costs will be included in the fees and invoiced to you.

PAYMENT

15. We will invoice you for payment of the fees either when we have completed the Services or on the invoice dates set out in the quotation.
16. You must pay the fees due within 30 days of our invoice or otherwise in accordance with any credit terms agreed between us.
17. Time for payment shall be of the essence of the Contract.
18. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above base lending rate of The Bank of England from time to time on the amount outstanding until the payment is received in full.
19. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us 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.
20. If you do not pay within the period set above, we can suspend any further provision of the services and cancel and future services which have been ordered by, or otherwise arranged with you.
21. Receipts for payments will be issued by us only at your request
22. All payments must be made in English Sterling £ unless otherwise agreed in writing between us

SUB-CONTRACTING AND ASSIGNMENT

23. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner or all our obligations to any third party.
24. You must not without our prior written consent assign, transfer, charge or subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

TERMINATION

25. We can terminate the provision of the Services immediately if you: a) commit a material breach of your obligations under these Terms and Conditions b) Fail to make pay any amount due under the contract on the due date for payment c) are or become or, in our reasonable opinion are about to become, the subject of bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor, d) enter into a voluntary agreement under part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors.
26. 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 qualifying floating charge holder, 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.

INTELLECTUAL PROPERTY

27. We reserve all copyright and any other intellectual property rights which may subsists in any goods 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.

LIABILITY AND INDEMNITY

28. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section
29. The total amount of our liability is limited to the total amount of Fees payable by you under the contract.
30. 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 for:
- a) any indirect, special or consequential loss, damage, costs, or expenses or:
 - b) 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
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e) 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.

31. 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
32. Nothing in these Terms and Conditions shall limit or exclude or 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.

DATA PROTECTION

33. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
34. The parties agree that where such processing of personal data takes place, the Customer shall be the “data controller” and the Service Provider shall be the “data processor” as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
35. For the avoidance of doubt, Personal Data, Processing, Data Controller, Data Processor and Data Subject shall have the same meaning as in the GDPR.
36. The Service provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the customer, shall not retain any Personal Data longer than necessary for the processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
37. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict “need to know” basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
38. The Service Provider shall implement and maintain technical and organizational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the customer.
39. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found in our office. For any enquiries or complaints regarding data privacy, you can email admin@haddingtoncontracting.co.uk

CIRCUMSTANCES BEYOND A PARTY'S CONTROL

40. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for the period of 90 days, either of us

may terminate or cancel the Services to be carried out under these Terms and Conditions.

41. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized officer of that party)
42. Notices shall be deemed to have been duly given:
 - a) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c) On the fifth business day following mailing, if mailed by national ordinary mail; or
 - d) On the tenth business day following mailing, if mailed by airmail
43. All the notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

NO WAIVER

44. No delay, act or omission by a party un exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any right, or remedy.
45. These Terms and Conditions shall be governed and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non -contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.