



Terms and Conditions of Sale

1 Interpretation

In these Conditions:

Buyer means the person who accepts a Proposal of the Seller for the sale of the Services or whose order for the Services is accepted by the Seller;

Conditions means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

Contract means the contract for the purchase and sale of the Services incorporating the Conditions;

Services mean the services, which the Seller is to supply in accordance with these Conditions;

Seller means Sterling Accreditation Limited or any of its subsidiaries with whom the Buyer enters into or proposes to enter into a Contract

2 Basis of the Sale

2.1 No variation of these Conditions is binding upon the Seller unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.2 The Seller shall exercise reasonable skill, care and diligence in the performance of the Services and any programme agreed in relation thereto. In the event that the Buyer requests a variation to the Services the Seller shall notify the Buyer as soon as is reasonably practicable of the impact of such variation on the cost and programme of the Services.

2.3 In the event of any conflict between these Conditions and any conditions imposed by a Buyer's offer these Conditions shall prevail.

2.4 Acceptance of delivery of Services by a Buyer shall be deemed to amount to acceptance of these Conditions as varied as aforesaid.

3 Quotation and Order Acceptance

3.1 A Proposal by the Seller is not an offer to sell and may be withdrawn without notice. Any order given in reliance upon a Proposal is not binding upon the Seller unless and until subsequently accepted in writing signed by the Seller.

3.2 The quantity, quality and description of the Services shall be those set out in the Seller's Proposal (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller)

3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), damages, charges and expenses incurred by the Seller as a result of cancellation

3.4 Performance of a Contract by the Seller is subject to availability of Services at the time of the order.

3.5 The Seller will open a credit account for a prospective Buyer provided that the Buyer furnishes the Seller with one Banker's and two trade references.

Where a Buyer has no credit account, payment with order will avoid delay in processing the Services.

4 Price of the Services

4.1 Unless otherwise agreed in writing signed by the Seller the price of any Services ordered from the Seller will be the Seller's standard price ruling at the date when the Services are provided by the Seller to the Buyer.

4.2 Any price quoted in a Proposal may be subject to alteration at any time before the Services are provided by the Seller to the Buyer.

4.3 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Seller.

5 Copyright and Specification

5.1 Copyright in all drawings, designs, documents and materials of any nature prepared by the Seller for the Buyer (the "Intellectual Property") shall remain vested in the Seller but the Buyer shall have a licence to use the Intellectual Property for the purposes for which it was prepared by the Seller, subject always to the Seller having received full payment for the Services in accordance with this Contract.

5.2 The Seller shall not be liable for the use of any Intellectual Property for any purpose other than that for which it was originally prepared by the Seller.

5.3 All Services will be supplied to the Seller's normal specification and quality standards unless otherwise specified by the Buyer and such variation accepted in writing signed by the Seller.

5.4 Any specification for the Services shall be those set out in the Seller's Proposal (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller)

5.5 The Buyer will use all reasonable endeavours to ensure that the Seller's confidential information is not copied or disclosed to any third party in any manner whatsoever except upon the prior written authority of the Seller.

6 Conditions and Warranties

6.1 No Condition is made or to be implied nor is any warranty given or to be implied for the Services supplied by the Seller to a Buyer or that they will be suitable for a particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to the Seller.

6.2 The Seller shall maintain professional indemnity insurance for an amount no less than that described in Clause 6.3 below, provided always that such insurance remains available in the market on commercially reasonable rates and terms.

6.3 The Seller's liability under or in connection with this Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the lesser of (a) ten (10) times the Seller's aggregate fee for the Services or (b) two hundred and fifty thousand pounds (£250,000) in the aggregate, provided always that nothing in this Contract shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation.

6.4 Without prejudice to Clause 6.3, the Seller's liability shall be further limited to such sum as the Seller ought reasonably to pay having regard to the Seller's responsibility for the loss and damage suffered on the basis that any other consultants, contractors and sub-contractors who also have a liability to the Buyer shall be deemed to have provided the Buyer with contractual undertakings on terms no less onerous than those set out in Clause 2.2 and paid the Buyer such proportion of loss and damage which it would be just and equitable for the Seller to pay having regard to the extent of their responsibility.

6.5 In the event that any claims, demands or proceedings are advanced by any person against the Seller under or in connection with this Contract which result in the Seller paying any amount in excess of the limit of the Seller's liability described in Clause 6.2, the Buyer shall indemnify and hold the Seller harmless in respect of any and all amounts in excess of the limit of the Seller's liability.

6.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or any other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services or their use or resale by the Buyer, except as expressly provided in these Conditions.

6.7 Save in respect of death or personal injury, the Buyer shall only look to the Seller and not to any individual employee of the Seller, for redress if the Buyer considers that there has been any breach of this Contract. The Buyer agrees not to pursue any claims in contract, tort (including negligence), statute or otherwise against any individual employee of the Seller as a result of it carrying out the Services.



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Setting the Standard

6.8 The Seller shall not be liable to the Buyer in respect of any damage or loss whatsoever caused to the Buyer or to the property of the Buyer arising out of the provision or performance of any services provided or performed by the Seller for any advice given to the Buyer in relation to the Services sold, whether at the request of the Buyer or otherwise.

7 Force Majeure

The Seller shall not be liable to the Buyer in respect of any failure to perform its obligations under a Contract due to circumstances beyond its control. Such circumstances shall include but not be limited to fires, breakdown in the Seller's equipment, war, requisitions, embargo, and restrictions on the use of power, lockout, strike, industrial disputes or acts of terrorism.

8 Termination

8.1 If the Buyer makes any voluntary arrangement with its creditors; becomes subject to an administration order; becomes bankrupt; is dissolved; goes into liquidation; a receiver is appointed; the Buyer ceases or threatens to cease to carry on business, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further delivery of Services under the Contract without any liability to the Buyer and, if the Services have been delivered but not paid for, the amount shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8.2 Either party may by written notice terminate this Contract if the other substantially fails to perform its obligations under this Contract, provided that the terminating party has first given the other party not less than fourteen (14) days written notice served by recorded delivery to the other specifying the default and referring to this Clause and the default has not been remedied prior to termination taking place.

8.3 In the event of termination for any cause whatsoever, The Seller shall be entitled to be paid for all Services performed up to the date of termination and not yet paid for by the Buyer.

9 Settlement Terms

9.1 The Seller shall issue invoices for Services performed in accordance with the agreed schedule of works as determined in the Sellers Proposal.

9.2 Payment is due within 28 days from the date of invoice, except where the Buyer is in default in the payment of any account then all sums owed to the Seller by the Buyer on any account whatsoever become immediately due and payable.

9.3 In the event of late payment, the Seller may (a) charge default interest calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or default interest at three (3) percent above the relevant RBS/NatWest plc base rate (whichever is the higher) on all amounts remaining unpaid after the final date together with all other costs reasonably incurred by the Seller and/or (b) suspend the Services until payment of the arrears plus applicable interest is received in cleared funds.

10 General

10.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby

10.2 This Contract is personal to the Buyer and the Buyer shall not be entitled to assign or otherwise transfer the Contract or any of its rights or obligations thereunder without the prior consent in writing of the Seller

10.3 This Contract shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise. The provision of collateral warranties to third parties is excluded.

10.4 In the event of any conflict between the foregoing Conditions on the one hand and the conditions of business of the Buyer on the other hand, the foregoing Conditions shall prevail except to the extent that a director of the Seller therefrom has agreed any departure in writing. The foregoing terms shall come into force on acceptance by the Seller of an order from the Buyer and apply to all orders.

10.5 The Contract shall be governed by and construed in accordance with the laws of England and the Buyer and the Seller hereby submit to the exclusive jurisdiction of the English Courts for the settlement of all disputes or claims which may arise out of or in conjunction with the Contract.

10.6 This Contract represents the entire agreement and understanding between the parties relating to the subject matter of this Contract. The Buyer acknowledges that it has had an opportunity to negotiate the terms and conditions of this Contract prior to the commencement of the Services.

10.7 The Seller may transfer information about the Buyer to its bankers/financiers for the purposes of providing services and for the following purposes:- obtaining credit insurance; making credit reference agency searches; credit control; assessment and analysis (including credit scoring, market, product and statistical analysis); securitisation; protecting the Sellers interests. The Seller will provide the Buyer with details of its bankers and that of any credit reference agencies used upon request.