

TERMS AND CONDITIONS

1. Application

These Terms and Conditions shall apply to the provision of services detailed in the attached Quotation ("Services") and the sale of Goods (as defined in Clause 2.5 below, by ESCIAM Limited, a company registered in the UK under number 11545793 whose registered office is at 100 Littlestone Road, Littlestone, New Romney, Kent, TN28 8NH ("Supplier") to you ("Client"). No other terms and conditions shall apply to the provision of Goods and Services unless agreed upon in writing between the Supplier and the Client.

2. Goods and Services

2.1 With effect from the commencement date agreed between the Supplier and the Client as set out in the Order placed by the Client, and confirmed in the Supplier's written acknowledgment, and in consideration of the Fees being paid in accordance with these Terms and Conditions, the Supplier shall provide the Goods and/or Services to the Client. These Terms and Conditions shall apply to an Order placed by the Client with the Supplier. Where the Supplier is requested to provide the Services on an urgent basis, the Client shall be deemed to have accepted these Terms and Conditions, and the Maintenance Agreement (where relevant) in respect of the urgent provision of those Services. In the event that a Client proceeds with purchasing Services via verbal agreement, operating on the basis of a Maintenance Agreement (defined below) or submits an order to the Supplier via email, these Terms and Conditions shall be deemed to apply to such circumstances.

2.2 The Supplier shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice.

2.3 The Supplier aims to ensure that all technical information and recommendations provided as part of the Services are based on the available information at that given time. However, the Supplier cannot accept liability for such information and/or recommendations.

2.4 The Supplier may provide the Services on a pre-arranged, scheduled basis, or on a reactive basis, and such circumstances shall be confirmed in the Order.

2.5 The Supplier may, from time to time, provide certain goods, including but not limited to replacement or new fire doors (the "**Goods**"). Where the Client purchases Goods, the quantity and description of the Goods shall be set out in the Order. Unless otherwise specified in the Order, delivery of the Goods shall take place at the address specified in the Order, on the delivery date specified in the Order. If the Seller is unable to deliver the Goods for reasons beyond its control, the Seller shall be entitled to place the Goods in storage until delivery may be effected. Title to the Goods shall not pass until the Client has paid the Supplier in full for the Goods.

2.6 The Supplier shall use its best and reasonable endeavours to complete its performance of the Services and/or its delivery of the Goods within the agreed time; however, time will not be of the essence in the performance of these obligations.

2.7 Where appropriate, the Client shall be required to enter into a separate maintenance agreement (the "**Maintenance Agreement**") with the Supplier, and the provision of the Services shall be dependent upon the Customer signing this.

3. Client Obligations

3.1 The Client shall use its best and reasonable endeavours to provide the Supplier with access to any and all relevant information, materials, properties and other matters which are required to enable the Supplier to provide the Goods and/or Services.

3.2 The Client shall use its best and reasonable endeavours to acquire any permissions, consents, licences or other matters, which are required to enable the Supplier to provide the Goods and/or Services.

3.2 The Supplier shall not be liable for any delay or failure to provide the Goods and/or Services where such delay or failure is due to the Client's failure to comply with the provisions of this Clause 3.

4. Fees and Deposit

4.1 The fees ("Fees") for the Goods and/or Services are set out in the Quotation.

4.2 In addition to the Fees, the Supplier shall be entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Goods and/or Services.

4.3 The Client shall pay the Supplier for any additional services provided by the Supplier that are not specified in the Quotation in accordance with the Supplier's then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. The provisions of sub-Clause 4.2 shall also apply to such additional services.

4.4 ESCIAM Limited is not VAT registered and so VAT is not chargeable on the Fees. In the event that ESCIAM becomes VAT registered, VAT shall be chargeable in addition to the Fees.

4.5 If it is detailed in the Quotation, then the Client must pay a deposit ("Deposit") within 1 week following acceptance of the Quotation.

4.6 If the Client does not pay the Deposit to the Supplier in accordance with sub-Clause 4.5 the Supplier shall have the right to withhold provision of the Goods and/or Services until the Deposit is received or may terminate in accordance with Clause 8.

4.7 The Deposit shall be non-refundable unless the Supplier fails to provide the Goods and/or Services and is at fault for such failure (where the failure is not the fault of the Supplier, no refund shall be made).

5. Quotation, Contract and Variation

5.1 The Supplier is not obliged to accept an Order from the Client unless the Client has supplied references, which are requested by, and satisfactory to, the Supplier.

5.2 A written order acknowledgement from the Supplier constitutes written acceptance of the Order from the Client of the Goods and/or Services (as agreed between the Supplier and the Client).

5.3 A Quotation is valid for a period of 30 days only from the date shown on the Quotation unless expressly withdrawn by the Supplier at an earlier time. These Terms and Conditions are open-ended and will continue until either party terminates it in accordance with Clause 8.

5.5 If the Client wishes to vary any details of the Goods and/or Services it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and additional costs shall be invoiced to the Client. The Supplier cannot guarantee

that any requested changes shall be possible, and shall not be liable for failure to provide such amended Goods and/or Services.

5.6 If, due to circumstances beyond its control, the Supplier has to make any change in the Goods and/or Services or the arrangements relating to the provision thereof, it shall notify the Client immediately. The Supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

6. Payment

6.1 Following the Client's acceptance of a Quotation, the Supplier shall invoice the Client for the Fees either:

- upon completion of its provision of the Services;
- on the invoice dates set out in the Quotation; or
- prior to the provision of the Goods.

6.2 The Client shall pay the Fees within 30 days of the invoice date, or such other due date stated on the Supplier's invoice.

6.3 Time for payment shall be of the essence of the Contract between the Supplier and the Client.

6.4 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier may charge the Client statutory interest of 8% per annum above the Bank of England base rate from time to time on the amount outstanding until payment is received in full.

6.5 If the Client fails to make payment within the period in sub-Clause 7.2, the Supplier shall have the right to suspend any further provision of the Goods and/or Services and to cancel any future goods or services that may have been ordered by, or otherwise arranged with, the Client, or to demand payment in advance for future orders.

6.6 Receipts for payment will be issued by the Supplier only at the Client's request.

6.7 All payments must be made in GBP by BACS payment, unless otherwise agreed in writing between the Supplier and the Client.

6.8 The Supplier reserves the right to request upfront payments of higher value or custom parts required as part of the provision of the Goods and/or Services. The Client must make payment for such expenses promptly and in advance of the Goods and/or Services being provided. Failure to do so shall entitle the Supplier to cease the provision of the Goods and/or Services.

7. Sub-Contracting

7.1 The Supplier shall be free to sub-contract the provision of the Goods and/or Services (or any part thereof).

7.2 Where the Supplier sub-contracts the provision of the Goods and/or Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Client.

8. Termination

8.1 Either party may terminate these Terms and Conditions, and the Order, immediately if:

- the other party commits a material breach of its obligations under these Terms and Conditions;
- the other party is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- the other party enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors;
- the other party convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of that party, notice of intention to appoint an administrator is given by that party or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of that party or for the granting of an administration order in respect of that party, or any proceedings are commenced relating to the insolvency or possible insolvency that party.

9. Data Protection

9.1 The parties agree that the provisions of this clause 9 shall apply where the parties process any Shared Personal Data and/or either party processes any other personal data in connection with the performance of these Terms and Conditions.

Processing by Controller

- Where the parties process:
 - any Shared Personal Data as data controllers in common; and/or
 - any other personal data as data controllers; in connection with the performance of these Terms and Conditions the provisions of clauses 9.2 to 9.5 (inclusive) shall apply.
- Each party shall comply with all applicable controller obligations under the Data Protection Law and shall provide assistance in respect of the other's compliance with such obligations, in particular in relation to the Shared Personal Data, where reasonable and permitted by Data Protection Law including notification of and consultation and co-operation with the other party over fair processing notices for, and where necessary consents and compliance with rights requests from, data subjects, as well as responses to any actual or suspected personal data breach and any contact with of from any supervisory authorities or regulators.
- When disclosing any Shared Personal Data to the other party, the disclosing party shall ensure that it has compliant fair processing notices, and where necessary consents, in place to enable the lawful transfer to and processing (including any onward transfer) by the other party and the Permitted Recipients of the Shared Personal Data for the Agreed Purposes.
- Without limitation of the above, when receiving any Shared Personal Data from the other party, the receiving party shall:

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- (a) process, and procure that Permitted Recipients process, the Shared Personal Data only for the Agreed Purposes;
- (b) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients except as permitted by the Data Protection Law;
- (c) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Terms and Conditions;
- (d) ensure that it has in place appropriate technical and organisational security measures, in accordance with the Data Protection Law; and
- (e) not transfer any Shared Personal Data outside the European Union unless the transfer is to a country approved by the European Commission, or there are appropriate safeguards in place or an applicable derogation for a specific situation, as provided for under the Data Protection Law.

Processing by Processor

- 9.6 Where either party processes any Shared Personal Data as data processor (the Processor) acting on behalf of the other party as data controller (the Controller), in connection with the performance of these Terms and Conditions the provisions of clauses 9.6 to 9.10 (inclusive) shall apply.
- 9.7 The Controller shall ensure that it has compliant fair processing notices, and where necessary consents, in place to enable the lawful transfer to and processing by the Processor of the Shared Personal Data for the Agreed Purposes.
- 9.8 The Processor shall in relation to the Shared Personal Data processed by it in connection with the performance of these Terms and Conditions:
 - (a) process the Shared Personal Data only on the written and lawful instructions of the Controller (unless the Processor is required by the Data Protection Law to process the Shared Personal Data in which case it shall promptly notify the Controller before doing so unless prevented by the Data Protection Law);
 - (b) ensure that all personnel who have access to and/or process the Shared Personal Data are obliged to keep the Shared Personal Data confidential;
 - (c) ensure that it has in place appropriate technical and organisational security measures as required by the Data Protection Law;
 - (d) be generally authorised to appoint third party sub-processors on terms which are substantially similar to those set out here including any sub-processors identified in these Terms and Conditions;
 - (e) assist the Controller in responding to any request from a data subject and in ensuring compliance with the Controller's obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Controller without undue delay on becoming aware of a personal data breach and assist the Controller with its Data Protection Law obligations in respect thereof taking into account the nature of the processing and information available to it;
 - (g) at the written direction of the Controller, delete or return the Shared Personal Data and copies thereof to the Controller on termination of these Terms and Conditions unless required by the Data Protection Law to store the Shared Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with the above and allow for audits by the Controller or the Controller's designated auditor.
- 9.9 The Processor shall not transfer any Shared Personal Data outside the European Union without the prior approval of the Controller.
- 9.10 In respect of the Shared Personal Data:
 - (a) the scope, nature, purpose and duration of processing;
 - (b) the types of personal data and
 - (c) the categories of data subject; are as set out in this clause or in, or agreed under, these Terms and Conditions.
- 9.11 In this clause 9:
 - (a) Agreed Purposes: means the processing necessary for the performance of these Conditions as identified herein;
 - (b) Controller, data subject, personal data, personal data breach, processor and processing: are as defined in the GDPR (and process and process shall be construed accordingly);
 - (c) Data Protection Law: means the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK Data Protection Act (as amended or replaced) and any other applicable data protection or electronic privacy laws, regulations and decisions in force from time to time;
 - (d) Permitted Recipients: means the parties to these Terms and Conditions and (as necessary) the employees, personnel and advisers of each party and third parties engaged to perform obligations in connection with these Terms and Conditions; and
 - (e) Shared Personal Data: means the personal data to be shared between the parties as necessary for the performance of these Terms and Conditions as identified herein.

10. Liability and Indemnity

- 10.1 The Supplier will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its provision of the Goods and/or Services or the performance of any of its other obligations under these Terms and Conditions, a Quotation or with the use by the Client of the Goods provided and/or Services supplied.
- 10.2 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.

10.3 The Supplier's liability under these Terms and Conditions shall be limited to the value of the Goods and/or Services provided to the Client under the Order.

10.4 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.

10.5 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

11. Force Majeure

Neither party shall be liable for any failure or delay in performing their 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: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the party in question.

12. Compliance

- 12.1 In performing its obligations under these Terms and Conditions, the parties shall comply with the UK Bribery Act 2010.
- 12.2 The parties and their relevant associated persons (including any employee, officer, subsidiary, subcontractor or any third party providing services for or on behalf of said party) has:
 - (a) complied with all applicable laws, statutes, regulations, guidance, recognised practice and codes, relating to the prevention of tax evasion and/or the prevention of the facilitation of tax evasion (whether within, or outside of, the United Kingdom) including but not limited to the Criminal Finances Act 2017 ("CFA 2017");
 - (b) not done, failed to do or been engaged in any activity, practice, conduct or thing which would (or the omission of which would) constitute:
 - I. a UK tax evasion offence within the meaning of section 45(4) of the CFA 2017 ("UK Tax Evasion Offence");
 - II. a foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 ("Foreign Tax Evasion Offence"); or
 - III. a facilitation of UK Tax Evasion Offence within the meaning of section 45(5) of the CFA 2017; or
 - IV. or facilitation of Foreign Tax Evasion Offence within the meaning of section 46(6) of the CFA 2017; or
 - V. failure to prevent a Facilitation Offence within the meaning of sections 45 or 46 of the CFA 2017.
 - (c) The parties have and (where applicable) their associated persons have carried out periodic assessments of the risk of one or more of it and its employees and other associated persons committing a Facilitation Offence.
 - (d) The parties in place (and has at all times maintained) policies and procedures, including prevention procedures under the CFA 2017, to ensure continued compliance with the CFA 2017 and has taken steps, so far as it is reasonably practicable to do so, to ensure that its associated persons have adhered to such policies and procedures.
 - (e) For the purpose of clause 12.2(d), the meaning of prevention procedures and associated persons shall be determined in accordance with sections 44(4), 44(5), 45(3) and 46(4), as applicable of the CFA 2017 (and any guidance issued under section 47 of the CFA 2017).
- 12.3 Any breach of this clause by either party shall be deemed a material breach of these Terms and Conditions that is not remediable, and shall entitle the other party to immediately terminate these Terms and Conditions.

13. Communications

- 13.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 13.2 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 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.
- 13.3 All notices under these Terms and Conditions shall be addressed to the most recent postal address or email address notified to the other party.

14. No Waiver

- 14.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Law and Jurisdiction

- 16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.