

BUSINESS TERMS AND CONDITIONS

For the supply of Services by T & S Design Services Limited

Registered No 05239397 Registered office

"The Old Bakery" Green Street,

Lytham St Annes FY8 5LG

Structural Engineers and Architectural Design Consultants

Introduction

The purpose of these Business Terms and Conditions is to set out the basis on which T & S Design Services Limited ("**the Company**") will act for you ("**the Client**"). The Company is committed to the highest ethical and professional standards and wish to provide a first class service to its clients in a cost effective manner as possible. The firm will act with integrity, professionalism and fairness, whilst acting in the best interest of the Client,

The Terms and Conditions

These Terms and Conditions (hereinafter referred to as "**the Conditions**") apply to the provision of the services ("**the Services**") detailed in the Company quotation delivered to the Client buying the Services

The Client is deemed to have accepted these Terms and Conditions when the Company's quotation is accepted or from the date of any performance of the Services whichever is the earliest. The quotation and these Terms form the Agreement which is the entire agreement between the parties.

1. Definitions and Interpretation

1.1. In these Conditions the following shall apply :

- 1.1.1. reference to a clause is to the relevant clause of these Conditions;
- 1.1.2. headings are included for convenience only and do not affect the interpretation of these Conditions,
- 1.1.3. references to "parties" or a "party" are references to the parties or a party to the Agreement;
- 1.1.4. references to the masculine include the feminine and references to the singular include the plural and vice versa in each case;
- 1.1.5. references to a person includes all bodies whether corporate or unincorporated (including limited liability partnerships) and partnerships, in each case whether or not having a separate legal personality, except where the context requires otherwise; and
- 1.1.6. references to a person or body include references to their or its successor.

1.2 In these Conditions, the following words have the following meanings, except where the context requires otherwise:-

"the Account" is the account (including any Interim Bill) rendered by the Company at any time during the performance of the Services or on completion for the Fees and VAT

	and has the same meaning as “the Bill” or “Fee Note” and includes all disbursements either paid or to be paid on behalf of the Client or the Authorised Person and whether provisional or actual
"the Agreement"	the agreement between the Company and the Client whether made direct with the Client or the Authorised Person on behalf of the Client for the provision of the Services on the terms set out in these Conditions;
"the Authorised Person"	the person who is legally permitted to instruct the Company either as a Director employee agent of any person or member of a corporate body or unincorporated body
"a Business day"	is a day other than Saturday, Sunday or a day which is a public holiday in England.
"the Client"	mean any person, company or body who has Instructed the Company or caused the Authorised Person to Instruct it in connection with the Provision of the Services at any time and can include any person who is substituted for the Authorised Person from time to time and in respect of which the Company on behalf of the Client performs the Services. The words “you or your” also means “the Client”
"the Fees"	means the charges made at all times by the Company as it provides the Services and which can be requested in advance or paid on a monthly or other interval or at the completion of the work as the Company desire and may be in accordance with any estimate given or which exceeds the estimate as the instructions require or expand under a due / change of circumstances
"Hourly Rate"	means the rate per hour that the Company are entitled to charge for the Services or Work done.
"the Instructions"	means the instructions and requests for work to be done (and all accompanying materials) given by the Client and or the Authorised Person to the Company in whatever manner to enable it to supply the Services, and "Instruct" "Instructed" and "Instructing" shall have corresponding meanings;
"Matter"	shall have mean the project, survey of a property investigations, structural calculations and architectural or other designs for which the Client has requested the Services and “Case” shall have the same meaning
"the Services"	the Services provided by the Company in connection with the Matter or Case pursuant to the Instructions provided by the Client or the Authorised Person;

“Work” means all time spent and the performance of all tasks including without limitation of all site visits, telephone calls, interviews ,drafting of documents, preparation for all meetings and travelling which the Company carries out and or conducts on behalf of the Client in providing the Services

2. Application of the Conditions

- 2.1 You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Company
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client tries to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 The Client is entering into a contract with T & S Designs Limited. as a company and no personal responsibility is accepted by any of the Shareholders, Directors or Employees of the Company and no personal duty of care or other personal contractual obligation is accepted by those individuals.
- 2.4 The Company provides the Services requested by the Client or by the Authorised Person on behalf of the Client on the terms set out in these Conditions and subject to its professional obligations
- 2.5 These Conditions may be varied from time to time by the Company who will notify the Client and or the Authorised Person in writing by post or email
- 2.6 In the event the Company is instructed to provide further Services in relation to the matter or other matters simultaneously the Client and or the Authorised Person accept these Conditions in relation to those further Services, as well as in relation to the Services which the Company was or is initially instructed to provide.
- 2.7 The Client must obtain any permissions, consents licences or otherwise that the Company may need to give access to premises and any relevant information or materials which are necessary to enable the Company to provide the Services
- 2.8 The Company will not be liable for any delay or failure to provide the Services if this is caused by the failure of the Client to comply with the provisions of clause 2.7
- 2.9 Nothing in these Conditions nor any variation referred to in clause 2.5 shall operate so as to conflict with the duties or obligations of the Company in respect of its professional obligations.
- 2.10 Either party can (either verbally or in writing) cancel the request or order for any Services before the date of acceptance of any quotation
- 2.11 If the Company is requested to enter into a Collateral Warranty with a third party it will do so subject to negotiation of the terms and any limitations or conditions placed upon such agreement with its insurers and to the payment of additional fees and expenses, but these terms and conditions will at all times apply.

3. The Instructions

3.1 The Client and or the Authorised Person must:-

- 3.1.1 ensure the Instructions delivered to the Company are adequate to supply it with the information and documents reasonably required and in reasonably sufficient time for it to provide the Services.**
- 3.1.2 deliver in clear and unambiguous terms of any timescale within which the Services are required**
- 3.1.3 respond promptly and use reasonable efforts to comply with any requests for further information requested by the Company.**
- 3.1.4 inform the Company immediately if there is reason to believe that any information document provided to the Company is not true and accurate.**
- 3.1.5 clearly mark all written instructions are marked "Urgent"; if the Company are required to perform all or any part of the Services urgently**
- 3.1.6 inform the Company immediately if there is any change in the Instructions**

3.2 Where two or more people jointly instruct the Company to act on their behalf in the case or matter whereupon :

- 3.2.1 the Company shall be entitled to assume that the instructions given by one of them are given with the authority and consent of the others.**
- 3.2.2 when instructions are given on behalf of a company or unincorporated body the Company shall be entitled to assume that the person nominated to give the instructions has the full authorisation to give the instructions of all shareholders, directors or members and be regard as the Authorised Person**
- 3.2.3 all persons will be regarded as the Client and each will be jointly and severally responsible for payment of the full amount of the fees and disbursements irrespective that one of the parties has paid a sum either on account or otherwise**
- 3.2.4 if substantive difference of opinions, wants, desires or views on any matter either become apparent or potentially will cause a conflict of interest between the parties , the Company may cease to act for one or other of the parties or even for all parties without prejudice to the right of the Company to demand payment of its Account which will remain the joint and several liability of each party**

4. Acceptance of the Instructions

- 4.1 The Company may accept or refuse the Instructions in the circumstances which it feels conflicts with its professional code of conduct and the Company incurs no liability if it refuses any Instructions either due to conflict of interest or in due conscience**
- 4.2 Prior to or notwithstanding acceptance of Instructions in accordance with Clause 4.1 above, the Company shall be entitled to carry out any credit searches and other enquiries of due diligence against the Client and the Authorised person**
- 4.3 Subject to the preceding provisions of this Clause 4, the Agreement / Contract comes into effect upon the Company accepting the Instructions.**

- 4.4 Unless otherwise declared, at the time of accepting instructions, the Company shall be entitled to assume that the Client is not bankrupt or the subject of such an application (being an individual) or in receivership / liquidation or subject to an application for a winding up application (if a limited company)
- 4.5 If the Client is subject to any Court proceedings or potential of such in relation to an event referred to in clause 4.4, the Client is obliged to inform the Company immediately and the Company shall be entitled to terminate all instructions and render its Account for charges in respect of the Services provided to that date

5. Confidentiality and Data Protection

- 5.1 Before accepting the Instructions the Company will ask the Client and or Authorised Person for details of their full name and addresses and if necessary documents of identity for the purposes of establishing their authority to give the instructions and for access to properties and all other documents or material information and will keep a copy of the same ("the Data")
- 5.2 The Company place great emphasis on maintaining the highest standards of confidentiality and for the purposes of the Data Protection Act it is bound by the Act amongst other things, not to disclose any confidential information to third parties and to take appropriate measures against unauthorised processing of personal Data and against accidental loss or destruction of, or damage to, personal Data.

6. Fees Expenses and Disbursements

- 6.1 Unless the Company has given a quotation and agreed a fixed fee, the fee shall be calculated by reference to the time spent undertaking the Work, for which purpose the Company will charge at an hourly charging rate for the time spent which shall include (without limitation) attendances upon the Client and others, site visits and any time spent travelling, reading, considering, preparing and working on papers and correspondence (including emails), making and receiving telephone calls.
- 6.2 The Company can withdraw, cancel a quotation if it has not been accepted by the Client, or if the Services have not been started within a period of 28 days from the date of the quotation
- 6.3 The Client must pay for any additional Services not specified in a quotation in accordance with the hourly rate which shall in all cases be communicated to the Client and or the Authorised Person and which shall be no less than the sum of £195.00 per hour
- 6.4 The agreed hourly rate will be subject to reasonable periodic review by the Company and in addition may be reviewed by the Company to reflect any reasonably significant changes in the Instructions or complexity of the Work or Services
- 6.5 Any variation of the agreed hourly rate and the date on which it shall take effect shall be agreed with the Client or the Authorised Person, and in default of agreement the Company shall be entitled to terminate the Agreement in accordance with Clause 12
- 6.6 If no fee or hourly rate is agreed, then the Company shall be entitled to charge a reasonable fee for the Services having regard to all relevant circumstances.

- 6.7 The fee for the Services is exclusive of any applicable Value Added Tax (or any tax of a similar nature), which shall be added to the fee at the appropriate rate.
- 6.8 All fixed fees quoted assumes that the matter will be straight forward, but if this proves not to be the case, then there may be circumstances where the fixed fee contract may be terminated, whereupon the Company shall be entitled to charge the Client with any further fees at the hourly rate, together with any expenses incurred or disbursements paid by the Company (if applicable).
- 6.9 In addition to the Fees, the Company can recover from the Client
- 6.9.1 all reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses,
 - 6.9.2 the cost of services provided by third parties and required by the Company for the performance of the Services, and
 - 6.9.3 the cost of any materials required for the provision of the Services.
- 6.10 Fees are payable whether or not the matter or case is successfully concluded or completed.
- 6.11 Unless cleared funds have been provided in advance the Company shall have no obligation to effect payment of any disbursements on behalf of the Client e.g. for local authority planning fees etc. VAT may be payable on such disbursements
- 6.12 The Company shall be entitled to ask clients to deposit an advance payment on account of fees expenses and disbursement before any Service is commenced or at any time during the provisions of the Services, either verbally or by means of an "interim bill".
- 6.13 The Company will invoice the Client for the fees when it has completed the Services or on a date and time which the Company notifies the Client from time to time
- 6.14 The fees must be paid in accordance with any credit arrangements made with the Client but if none has been agreed the fees must be paid within 21 days of the date of the invoice failing which interest will be added to the invoice at the Statutory Interest rate of 8% if the fees remain unpaid after 30 days, until the date of payment, together with a charge pursuant to the Late Payment of Debt (Interest) Act 1998 regulations.
- 6.15 The fees shall be paid in full without any set off or counterclaim and time for payment of the fees shall be of essence of the Contract.
- 6.16 In the event that an Interim Bill is submitted for payment and it is not paid in full within the period of 21 days in accordance with clause 6.14 then the Company shall be entitled to suspend the provision of the Services and after 30 days shall be entitled to cancel any future Services which have been ordered or otherwise without any future liability whatsoever

7. The Services

- 7.1** The Company warrants that it will use reasonable care and skill in the performance of the Services which complies with the quotation passing between the Company and the Client including any specification in all material respects. The Company can make any changes to the Services which are necessary to comply with any applicable law or health and safety requirement, and in which case the Company will notify the Client
- 7.2** The Company will use reasonable endeavour's to complete the performance of the Services within the time agreed or as set out in the quotation; however, any such dates shall be estimates only and time shall not be of the essence in the performance of the Company obligations
- 7.3** If the Client wishes to amend any Instructions or details of the Service required the Client must inform the Company in writing as soon as possible and the Company will use its best endeavours to make the required changes and any additional costs will be charged in accordance with clause 6.3
- 7.4** If, due to circumstance beyond the control of the Company, the Company is unable to perform the agreed Services and have to make amendments thereto, the Company will inform the Client immediately and after discussion with the Client, will keep such changes to a minimum cost.
- 7.5** If the Client decides to abandon the property, project, matter or case to which the Services relate or to suspend the performance of the Services by the Company, the Client shall give 7 working days written notice of the Clients intention and the Company shall be entitled to payment of its Fees in respect of the Services it has provided up to that time in accordance with clause 6.3 and payment of the same shall be made promptly in accordance with clause 6.14
- 7.6** The Services which the Company will provide are such as are identified in the quotation or agreed verbally with the Client and can include but not limited to:
 - 7.6.1** Conducting a site investigation of the property in respect of which the Client wishes to carry out a project, development or construction work
 - 7.6.2** Making and attending any number of such site visits and inspections as the Company considers necessary
 - 7.6.3** Investigating available data or information relating to the project and which is relevant to the construction work and collaborating with other professionals which the Client has instructed
 - 7.6.4** If necessary preparing structural calculations and drawings to satisfy building and other regulations
 - 7.6.5** Advising the Client on the necessity for any special surveys investigations or tests which may be required for the proper esign and construction of the property or work to be carried out on behalf of the Client and if necessary advising on the results of the special surveys and tests

- 7.6.6 Consulting the land owners or other authorities affecting the project in connection with the design and the performance of the work to be carried out on behalf of the Client
- 7.6.7 Providing sufficient preliminary information and (if appropriate) obtaining estimates, based on a fixed cube, foot or similar basis regarding the construction or other work to enable the sketch plans for the project to be approved by the Client
- 7.6.8 Preparing and drawing up such designs, drawings and specifications as may be necessary for a planning and or building regulations for submission to a local or other authority in respect of any proposed development or construction work relating to the Client's project
- 7.6.9 Advising on appropriate conditions for contracts, forms of tender and invitations to tender as may be necessary to enable the Client to obtain estimates or tenders for works to be done in respect of the Client's project
- 7.6.10 Examining and reporting on any tenders or estimates and acceptance by the Client of such tenders or estimates
- 7.6.11 Issuing instructions on behalf of the Client to contractors as necessary, to enable the contractors to prepare working plans and drawings if required, and making such site visits as required to instruct contractors
- 7.6.12 Monitoring and inspecting the contractors work during its course
- 7.6.13 Initiating any instruction variation relating to the contractors works
- 7.6.14 witnessing and approving tests and acceptance of tests required for works on site
- 7.6.15 arranging for the delivery to the Client of copies of the contractors operating instructions, record drawings and where appropriate certificate of tests from contractors and others required by law
- 7.6.16 advising on interim valuations in respect of works carried out by contractors and or on settlement of their final accounts and where appropriate issuing final certificates for payment
- 7.6.17 assisting and settlement of disputes or differences of opinion which may arise between the Client and the contractors or between individual contractors employed on site by the Client excepting litigation and arbitration.
- 7.6.18 If the Client's instructions relate to the maintenance and repair of a building or other structure, the Company will;
 - 7.6.18.1 carry out such survey as is necessary but will not
 - (1) open or inspect parts of a building or structure that is covered, unexposed or inaccessible including (but not limited to) subfloors, voids, internal sloping soffits, or loft conversions and

- (2) not remove or disturb insulating materials within any roof or other void.
- (3) move furniture or remove contents of cupboards
- (4) raise fitted carpets or other floor coverings
- (5) carry out excavations to expose foundations
- (6) open cavity walls to expose cavities or wall ties
- (7) test electric, water and gas supplies or appliances
- (8) test for radon or other gases
- (9) conduct a survey or advise regarding Asbestos, High Alumina Cement or other materials which might pose a risk to health including (but not limited to) Calcium Chloride, Formaldehyde Foam, Calcium Bricks or Tiles, Woodwool Slabs, Lead Pipeworks or suspicious aggregates in concrete
- (10) inspect swimming pools, trees or boundary fences
- (11) undertake a valuation of the building or structure.

7.6.18.2 identify the wants and defects requiring its maintenance and repair in those areas which are visible but not in relation to those areas which are not visible

7.6.18.3 propose the most probable cause of the defects based on the inspection

7.6.18.4 outline the likely scope of any appropriate remedial work and explain the likely consequence of non-repair

7.6.18.5 make general recommendations in respect of the priority and likely timescale for necessary repairs

7.6.18.6 advise as to whether further investigations should be conducted following repairs or prior thereto

8. Sub Contracting and Assignment

8.1 The Company shall be entitled to assign, transfer, charge or sub contract the Contract and delegate the Services to be performed in any manner to third parties in order to ensure the performance of the Services to its satisfaction without recourse to the Client and without liability or penalty payable to the Client.

8.2 The Client must not, without the written consent of the Company, assign, transfer or charge or deal in any manner with the Client's rights or obligations contained in these conditions or obligations in respect of the Services whatsoever with a third party

9. Intellectual Property Rights

9.1 All copyright and other intellectual property rights of whatever nature in or attaching to the Services, including all plans, specifications, documents, reports, written advice or other materials provided by the Company to the Client and or to the Authorised Person belong to and remain with the Company at all times

9.2 The Client and or the Authorised Person shall have the right to inspect the Clients file and subject to the payment of a royalty fee to make copies of documents providing the Client and or the Authorised Person has paid the Fees in total and there is no outstanding sums of money owing to the Company in connection with all matters in which the Company provided services to the Client

10. Storage and Release of Documents

10.1 If at the conclusion of the matter the Client requires the return of any of the Clients papers or documents the Client handed to the Company, and which are not covered by the Intellectual Property Rights belonging to the Company, it will arrange to do this as soon as possible providing all accounts owing to the Company have been paid.

10.2 If no request is made within one month of the date the account owing to the Company has been paid, the Client's papers will be sent to storage, which will be retained for a period of 6 years from the date the matter was completed,. Unless the Client requests other arrangements in writing, at the end of this period the papers will be destroyed without reference to the Client.

10.3 At the time of request for the removal of the Clients personal papers or documents from the Company the Client must produce photographic evidence of identity with details of residence and if the same are held in joint custody with a third party or more individuals, a written authority must be provided by all.

11. Professional Indemnity and Liability

11.1 In the interests of clients, the Company maintains professional indemnity insurance for the sum of £3M for each separate or related claim and details will be provided from the Company on written request.

11.2 Subject to Clause 11.3 below, the Company will not be liable for:

11.2.1 any loss or damage, however suffered, by any person other than the Client;

11.2.2 any loss or damage, however suffered, which is caused by inaccurate, incomplete or late Instructions and or information from the Client or the Authorised Person;

11.2.3 any indirect or consequential loss however suffered.

11.2.4 any loss below the sum of £5,000 or in excess of the limit of cover within the professional indemnity policy effected by the Company referred to in clause 11.1

11.2.5 any loss suffered by the Client or the Authorised Person in consequence of fraud by third parties. It must be acknowledged and accepted by the Client that it is the Clients responsibility to ensure that details of the Clients Bank account are known to the Company securely in writing if necessary (and not be email) and furthermore that any transfer of funds to the Company are properly made and received.

11.3 Nothing in Clause 11.2 shall operate so as to exclude liability where such exclusion is prohibited by law.

- 11.4 In the event that the Client or the Authorised Person requires a limit of liability in excess of that otherwise provided for in Clause 11.1 the Company will insofar as practicable agree to an increase in the limit of its liability provided that the Client and or the Authorised Person shall agree in writing that the Client will be liable for the costs incurred by the Company in obtaining the required increased insurance cover.
- 11.5 The Company will not be 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:
- 11.5.1 Any direct, special or consequential loss, damage, costs or expenses or
 - 11.5.2 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
 - 11.5.3 any delay or failure to perform any of the Company obligations if such delay or failure is due to any cause beyond the reasonable control; of the Company or
 - 11.5.4 any losses caused directly or indirectly by any breach of these conditions by the Client
 - 11.5.5 any loss arising directly or indirectly from the choice of Services by the Client or the Clients use of the Services supplied by the Company
- 11.6 The Client must indemnify the Company against all damages, costs, claims and expenses suffered by the Company arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or the Clients agents or employees.
- 11.7 Unless otherwise agreed in writing the period of liability of the Company shall be limited to a period of three years from the completion of the Services.

12. Termination

- 12.1 The Company shall be entitled (by notice in writing) to terminate its obligations to perform the Services should the Client :
- 12.1.1 fail to fulfil the obligations or fail to observe the conditions and terms hereof
 - 12.1.2 is about to become bankrupt or enters into a voluntary arrangement with creditors
 - 12.1.3 being a company convenes a meeting of creditors or enters into voluntary or compulsory liquidation
 - 12.1.4 being a company appoints an administrator or gives notice of intention thereof or being a creditor so appoints pursuant to a floating charge or assents a resolution of such intention.

and in so doing the Company shall be entitled to a payment from the Client calculated as set out in clause 6.3 hereof and to be paid in accordance with the terms of clause 6.14.

- 12.2 For the avoidance of doubt, termination of the Agreement, whether under this clause or otherwise, does not affect or prejudice any accrued liabilities, rights or remedies of the parties under the Agreement and especially the provisions of clauses 6.14 and 9.
- 12.3 These conditions and all provisions of the agreement, so far as they are capable of being complied with, shall continue to be operative notwithstanding completion of the Work or Services and termination howsoever caused.
- 12.4 A provision which either in its terms or from its intent is to survive termination of this agreement shall remain in force however the termination occurs.
- 12.5 Neither party shall be liable for any failure or delay which is caused by an event beyond its control including but not limited to, fire flood, storms acts of terrorism industrial actions, government action, asbestos or other materials in properties, actual or possible danger of collapse of property or any other event beyond the control of the party which could not have been foreseen. If this event of Force Majeure continues for a period of three months either party may, by notice in writing, terminate or cancel the Services or the remainder thereof to be carried out under these terms and conditions.

13. General complaints

- 13.1 If the Client is unhappy about any aspect of the Service the Client must first raise the complaint with the Company or the Executive person who is providing the Service and, should the complaint still remain unresolved after this referral, the Client should contact Mr Anthony Cross by telephone on 07974 772 456 or by post to ***** who will attempt to satisfy the Complaint within 8 weeks of it being raised with him
- 13.2 If the Client is not satisfied with the handling of the complaint after the 8 week period the Client can ask the *** Ombudsman, who can be contacted at ** by phone on***, or at enquiries@*****ombudsman.org.uk to consider the complaint. The complaint to the Ombudsman must be made within 6 months of receiving a final written response from the Company.

14. Waiver

- 14.1 A party may release or compromise a right under this agreement or grant indulgence in respect of a liability to it without affecting its other rights or other liabilities to it.
- 14.2 The failure by a party, whether or not deliberate, to exercise a right or to insist on the precise performance of the agreement, or its delay in doing so, shall not affect its future exercise or enforcement of rights.
- 14.3 The giving by a party of its consent to an act which under these conditions or the Agreement requires that consent shall not prejudice its right to withhold consent to a similar act.

15. Severability

- 15.1 If any provision of these Conditions is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of these Conditions which will remain in full force and effect.

15.2 If any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such deletions as may be necessary to make it valid and enforceable.

16. Exclusion of rights of third parties

The ability of third parties to enforce any rights under the Contracts (Rights of Third Parties) Act 1999 is excluded.

17. Entire agreement

Subject to the terms and fees quoted in any letter written the Company at the time of receipt of the instructions, these Terms and Conditions comprise the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Agreement on the basis of any representation.

18. Notices

18.1 Any notice or other written communication to be given or delivered under this Agreement may be despatched in hard copy (not by fax or email) and shall in the case of a notice to be given to the Company be given to it at the address given herein and be given to the Client or the Authorised Person at his or her last known place of business or email address.

18.2 Notices and other written communications under this Agreement shall be deemed to have been received in accordance with the provisions of the Court Rules CPR 6.26, save that fax is not permitted.

19. Governing Law, Jurisdiction and Dispute Resolution

19.1 The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales.

19.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.

19.3 Without prejudice to Clause 19.2, the parties may agree to alternative methods of dispute resolution

20. Expert Determination

20.1 Where an issue is to be dealt with by or submitted for the determination of an expert:

20.1.1 if the parties are unable to agree on the appointment of the expert, he shall be appointed by the President of The **** at the request of either party;

20.1.2 the person appointed shall not act as an arbitrator; and

20.1.3 the fees and expenses of the expert shall be borne in the proportions determined by him.

20.2 A determination or certification by an expert under this agreement is, in the absence of manifest error, conclusive.

A copy of these Terms and Conditions can be downloaded here or a printed copy can be produced and provided at the request of the Client or the Authorised Person on request of the Company at 22 Poppyfield Cottam Preston PR4 0BF Telephone Number 07974 772 456