

Standard Terms & Conditions of Contract for The Provision of Goods & Services

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Standard Terms & Conditions of Contract for The Provision of Goods & Services

1 GENERAL

- a. In these general conditions:-
 - i. "Customer" means person, firm or company who places an Acceptable Order with the Supplier for the supply of the Services.
 - ii. "Supplier" means Syntech Systems Limited.
 - iii. "Services" shall mean the goods, consultancy, design or other work, which the Supplier offers to supply to or perform for the Customer.
- b. The Customer shall only be bound by an Acceptable Order placed by a duly authorised member of the Customer and subject to these terms and conditions. Any terms and conditions of the Customer are expressly excluded from this order and any Services provided to the Customer shall be deemed to have been supplied in accordance with and subject to these terms and conditions.
- c. The Supplier shall only be bound by an Acceptable Order upon written acceptance of such an order by a duly authorised member of the Supplier
- d. Acceptable Orders include:
 - i. an order written on the Customer's Order form and signed by a duly authorised member of the Customer
 - ii. an order or instruction to carry out work contained within a letter or fax and signed by a duly authorised member of the Customer
 - iii. an order or instruction to carry out work contained within an e-mail sent by a duly authorised member of the Customer
- e. No variation, cancellation or waiver of these conditions shall be valid unless made in writing and signed by an authorised member of the Supplier.

2 WARRANTY

The Supplier warrants (without prejudice to any rights which the Customer may have under general law) that the Services provided pursuant to the Customer's order shall:

- a. be provided with all equipment and other facilities necessary for the performance of the Services and the Customer shall provide all operating and support services necessary for carrying out the Services.
- b. be provided with reasonable care and skill and in accordance with the performance standards, if any, specified in the order.
- c. comply with all laws and by-laws of a governmental nature applicable to the supply of the Services.
- d. be free from any third party right lien or charge and not infringe the right of any third party.

3 CONFIDENTIALITY

- a. During the term of this order and after termination or expiration of this order for any reason whatsoever, both parties shall:
 - i. keep all Confidential Information confidential;
 - ii. not disclose Confidential Information to any other person other than with the prior written consent of the other party or in accordance with Clause 3 (e); and
 - iii. not use Confidential Information for any purpose other than the performance of its obligations under this order.
- b. During the term of this order, both parties may disclose Confidential Information to its employees and sub-contractors to the extent that it is necessary for the purposes of this order.
- c. Both parties shall ensure that each recipient is made aware of and complies with all the obligations of confidentiality under this order as if the recipient was a party to this order.
- d. The obligations contained in this Clause 3 shall not apply to any Confidential Information which:
 - i. is at the date of this order or at any time after the date of this order comes into the public domain other than through breach of this order; or
 - ii. subsequently comes lawfully into the possession of either party from a third party;
- e. The obligations contained in this Clause 3 (a) (ii) shall not apply to any Confidential Information which is required by law to be disclosed.

4 PRICE AND PAYMENT

- a. The Customer will not hold itself responsible or be liable for the payment of any Services provided by the Supplier unless ordered using an Acceptable Order.
- b. The price and manner of payment thereof shall be as specified in the quotation. The prices and rates so entered into will be binding on both parties during the continuance of the order.
- c. Payment for the Services shall be made by bank transfer and received by the Supplier no later than thirty days from the date that the Supplier sends a correctly submitted invoice to the Customer.

5 TERMINATION

- a. The Customer may terminate this order with immediate effect by notice in writing to the Supplier on or at any time after the occurrence of any of the following events. The events are:-
 - i. a breach by the Supplier of any of its obligations against this order which (if the breach is capable of remedy) the Supplier has failed to remedy within 28 calendar days after the receipt of notice in writing from the Customer giving particulars of the breach and the action required of the Supplier to remedy such breach

- ii. the passing by the Supplier of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Supplier or the dissolution of the Supplier.
 - iii. the making of any administration order, other than pursuant to a reorganisation of either party, in relation to the Supplier or the appointment of a receiver over, or the taking possession or sale by an encumbancer of, any of the Supplier's assets.
 - iv. the Supplier making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
 - v. the passing by the Supplier of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Supplier or the dissolution of the Supplier.
 - vi. the making of any administration order, other than pursuant to a reorganisation of either party, in relation to the Supplier or the appointment of a receiver over, or the taking possession or sale by an encumbancer of, any of the Supplier's assets.
 - vii. the Supplier making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
 - viii. a change in the organisation or control of the Supplier in such a way as in the Customer's reasonable opinion to result in the Supplier being manifestly less able effectively to carry out its duties against this order. For the purposes of this Clause, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise.
 - ix. if the Supplier or any person on his/her behalf shall have offered or given or agreed to give any person any gift or consideration of any thing as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or the execution of the order or any favour or disfavour to any person in relation to the order or any other order with the Customer or if like acts shall have been done by any person employed by him/her or acting on his/her behalf (with or without the knowledge of the Supplier) or if in relation to any order with the Supplier the Contractor or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall give any fee or reward the receipt of which is an offence under Sections 117(2) and (3) of the Local Government Act 1972 or any amendment or re-actment thereof
- b. upon termination of this order under clause 5 (a) the Customer shall be liable to pay the Supplier for any work or part work which the Supplier has already completed in fulfilling this order.
 - c. all rights and obligations of the parties shall cease to have effect immediately upon termination of this order except that the parties' obligations pursuant to clauses necessary for the interpretation or enforcement of the order shall survive termination, including Clause 3.

6 INDEMNITY

- a. The Customer shall indemnify the Supplier from and against any injury loss, damage or liability whether Criminal or civil suffered and legal fees and costs incurred by the Supplier resulting directly or indirectly from:
 - i. a breach of these terms and conditions by the Customer;
 - ii. any breach of any contractual obligation whether express or implied by common law, statute, custom, or otherwise by the Customer;
 - iii. any breach of duty in tort by the Customer; and
 - iv. any act, neglect or default of the Customer, its servants or agents or sub-contractors and breaches resulting in any claim by third parties in respect of any matter including without limitation any infringement of any copyright and claims under the Consumer Protection Act 1987.
- b. Neither party shall in any circumstances be liable to the other party for any indirect or consequential loss however caused, including in particular, loss of anticipated profits, goodwill or reputation.
- c. The Customer accepts liability for damage to property resulting from the Customer's negligence where such negligence has arisen or arises in connection with the provision of the Services or in connection with any other activities undertaken by the Customer or Supplier pursuant to or for any purpose related to the Contract; and
- d. The Customer hereby agrees to indemnify the Supplier against all and any liability, damage, costs and expense of whatsoever nature incurred or suffered by the Supplier or by any third party whether arising from any disputes, contractual tortious or other claims or proceedings which seek to recover loss or damage incurred by reason of any such death, personal injury or damage to property in relation to the provision of the Services.

7 WAIVER

A failure by either party to enforce at any time or for any period any of these terms and conditions shall not be a waiver of them or of the right at any time subsequently to enforce all or any of these terms and conditions.

8 FORCE MAJEURE

The Supplier reserves the right to cancel any order or part order or to vary any order at any time if the Supplier's business is in the Supplier's opinion affected adversely as a result of its inability to secure labour, materials or supplies or as a result of any Act of God, war, strike, lock-out or other labour disputes or flood, drought, legislation or other cause beyond the Supplier's control.

9 TRADING ADDRESS AND NOTICES

- a. Unless otherwise requested by the Customer, the Supplier shall direct all Correspondence and goods to the Customer's premises at the address shown on the order.

- b. Unless otherwise requested by the Supplier, the Customer shall direct all Correspondence and goods to the Supplier's premises at the address shown on the acceptance of the order.

10 PROPER LAW JURISDICTION

These terms and conditions shall be governed and construed in accordance with the laws of England exclusively.

11 EQUAL OPPORTUNITIES

- a. The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 and Race Relations Amendment Act 2000; The Sex Discrimination Act 1975; The Disability Discrimination Act 1995 and The Equal Pay Act 1970 or any act of Parliament or statutory modification or re-enactment thereof relating to discrimination in employment.
- b. The Supplier shall take all reasonable steps to secure the observance of the provisions of clause 11 (a) by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

12 FREEDOM OF INFORMATION

- a. The Supplier shall provide all reasonable assistance to enable the Customer to comply with any request received under the Freedom of Information Act (FOIA) or any statutory modification, re-enactment or extension thereof relating to the disclosure of information under the FOIA.
- b. In the event that any request made under the FOIA relates to the Supplier, the Services, the contract price or any other matter, which falls under the auspices of this agreement, the Customer shall consult with the Supplier prior to disclosure.
- c. Should the Supplier object to the disclosing of any information falling under Clause 12 (b) the Supplier shall notify the Customer of the objection within three days setting out in detail why the Customer should not provide the information requested.
- d. The Customer shall not disclose any confidential information without the prior written consent of the Supplier. In relation to all other information the Customer shall have an absolute discretion to determine the question of disclosure having consulted with the Supplier in accordance with Clause 12 (c).
- e. Should the Supplier be required to undertake additional work in providing any information to the Customer or in providing any assistance as specified in Clause 12 (a) then the Supplier shall have the right to charge the Customer for the work at its standard commercial rates.

13 VARIATIONS

- a. Subject to the following provisions of this clause, the Customer may at any time require the Supplier to undertake a variation to the Services. A variation is one of which will result in additional Services being provided:-

- i. which are not included in the original Services provided;
 - ii. which are required other than as a result of any negligent or wrongful act or omission on the part of the Supplier;
 - iii. which involve additional expense to the Supplier.
- b. In the event of such variation being required, the Supplier shall state in writing the effect the variation will have on the ability of the Supplier to comply with its obligations, and what adjustment if any will be required to the price otherwise payable for the Services. Any adjustment to the price shall be in accordance with the rates, if any, set out in the order and shall be such amount as is reasonable in the circumstances. The Supplier shall notify the Customer with such details within 7 days of receipt of the Customer's request or such other period as may be agreed between the Customer and the Supplier.
- c. The Supplier shall not undertake any variation unless agreed to in writing by the Customer.
- d. All correspondence pursuant to this Clause 13 shall be conducted by authorised representatives of the parties.

14 INSURANCE

- a. The Supplier shall indemnify and keep indemnified the Customer against injury to or death to any persons or loss of or damage to its property which may arise out of any act or omission, default or negligence of the Supplier or its employees, servants, agents or Subcontractors, and against all actions, suits, claims, demands, losses, charges, costs, expenses (including legal costs on a full indemnity basis) and judgements whatever incurred by the Customer, provided always that the Supplier shall not be liable for, nor be required to indemnify the Customer against any compensation or damages for or in respect of injuries, loss or damage resulting entirely from any act, default or negligence on the Customer's part or that of its employees or agents not being the Supplier or employed by the Supplier.
- b. The Customer shall indemnify and keep indemnified the Supplier against injury to or death to any persons or loss of or damage to its property which may arise out of any act or omission, default or negligence of the Customer or its employees, servants, agents or Subcontractors, and against all actions, suits, claims, demands, losses, charges, costs, expenses (including legal costs on a full indemnity basis) and judgements whatever incurred by the Supplier, provided always that the Customer shall not be liable for, nor be required to indemnify the Supplier against any compensation or damages for or in respect of injuries, loss or damage resulting entirely from any act, default or negligence on the Supplier's part or that of its employees or agents not being the Customer or employed by the Customer.
- c. Without prejudice to its liability to indemnify the Customer in line with Clause 14 (a) above the Supplier shall, at its own expense and with a reputable insurance company, have in force and require any Subcontractor to have in force:
 - i. Employer's Liability Insurance in line with any legal requirement for the time being in force; and

- ii. Public Liability Insurance for an amount and range of cover as the Supplier considers appropriate but not less than £1,000,000 for any one incident unless otherwise agreed by the Customer in writing.
- d. The Supplier shall on demand produce evidence to the Customer in the form of certificates, policies and cover notes to show the insurance's mentioned in Clause 14 (c) above are properly effected and in force at all times during the Contract.
- e. The Supplier warrants that the Goods and/or the provision of the Services will not infringe any patent, registered design, trademark, copyright or other protected right and the Supplier shall indemnify the Customer against all actions, claims, demands, costs, proceedings, charges and expenses of whatsoever nature arising from or incurred by reason of any infringement or alleged infringement of any such right.
- f. The Customer warrants that the any information, drawings, etc, supplied to the Supplier in order for it to provide any Goods and/or Services to the Customer will not infringe any patent, registered design, trademark, copyright or other protected right and the Customer shall indemnify the Supplier against all actions, claims, demands, costs, proceedings, charges and expenses of whatsoever nature arising from or incurred by reason of any infringement or alleged infringement of any such right.

15 INTELLECTUAL PROPERTY RIGHTS

- a. Unless otherwise agreed in writing between the parties, all copyright, design, rights and other intellectual property rights in any work which is developed in the course of the provision of the Services shall be vested with the Supplier and the Customer shall do all things and render all such assistance as may be reasonably required by the Supplier in order to vest such rights with the Supplier.
- b. Any plans, drawings, documents, handbooks, codes of practise or other information provided by the Customer pursuant to an order or contract shall at all times remain the property of the Customer and the Supplier shall not use, reproduce, disseminate, adapt, transmit in any form or by any means such documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted or transmitted as aforesaid or published other than for the purposes for which it is intended.
- c. The Supplier shall indemnify the Customer against all loss, damage, costs and expenses for which the Customer is or becomes liable for as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.
- d. The Customer shall indemnify the Supplier against all loss, damage, costs and expenses for which the Supplier is or becomes liable for as a result of any infringement or alleged infringement by the Customer of any third party's intellectual property rights.