

# Standard Terms and Conditions of Business – Sentia Global Ltd

## 1. Terms

- a. The Company referred to shall be Sentia Global Ltd.
- b. These terms shall be referred to as the **STANDARD TERMS** and shall apply to all business undertaken by the company.
- c. These terms shall apply to the exclusion of all other terms and conditions, including any terms which a client, supplier or any other party may purport to apply under any confirmation of instruction or any other instrument whatsoever.
- d. The standard terms shall continue to apply to all services provided by the company, under any circumstances, contract, or other provision hereafter, until expressly excluded in writing by the company.
- e. The company reserves the right to change these terms at any time of its choosing, and with immediate effect, such as it sees fit to.

## 2. Terms of reference

- a. The company agrees to carry on business with the client as per the terms of reference.
- b. The client agrees to cooperate fully with the company in the delivery of the services by the

company & to give such support, facilities, and information as may be required from time to time.

The client will not put any obstacles in the way of the company in provision of services & the client shall provide that no other 3<sup>rd</sup> party will not do so either.

## 3. Charges & Payments

- a. The Client agrees to pay the charges and expenses in accordance with the provisions of the Terms of Engagement. Payment terms are strictly due on receipt unless otherwise agreed in writing in advance of commencement.
- b. The company reserves the right to refuse or withdraw credit facilities at any time, without reason or notice, and to demand immediate payment of outstanding balance on the clients account. An 'all monies' retention of title will be held over any goods not yet delivered to the client until such times as all balances are paid in full.
- c. All sums due from the Client which are not paid on the due date (without prejudice to the rights of the company under these terms) shall bear interest from day to day at the same annual rate as prescribed from time to

## Standard Terms and Conditions of Business – Sentia Global Ltd

- time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 with a minimum rate of 10% per annum. Each invoice not paid on time may be subject to a £100 contractual late payment surcharge. All clients shall be on 'on receipt' payment terms unless otherwise stated. Payments will be allocated to fees first, then outstanding invoices.
- d. The company may from time to time increase the fees referred to in the Terms of Engagement by such amount as it sees fit and unless the Client objects to such increased rates within 24 hours of notification in writing all services shall thereafter be provided at the increased rates notified. If the Client objects to the increased rates, the Client shall remain liable for the existing contractual rate payable in accordance with the terms hereof plus such additional rate as shall be reasonable. All expenses incurred are rechargeable to the client with a 10% administration charge & VAT added.
- e. During any period in which payments from the Client are overdue, the obligations of the company may be suspended.
- f. Expenses incurred by the company are recoverable from the Client hereunder shall be subject to an administration charge of 10% of cost plus VAT payable by the Client.
- g. The company only accepts as payment, electronic transfers between bank accounts. If The Client attempts to pay in any other way, this may be refused without stopping the debt clock.
- Cheques may be accepted only by prior arrangement & as a 'one-off', this service will attract a fee of £95 + VAT. Any Cheque must be issued to clear before the invoice due date.
- h. If the company receives any overpayment from the Client, such overpayment shall be credited to the Clients account and where such overpayment is under £3000 shall not be refunded.

#### 4. Title and Retention

- a. Title to any goods shall not pass until those goods have been delivered, accepted, and paid for in full by the client.
- b. Where there is an outstanding account balance, of any kind, the company may retain and not deliver any goods they hold in possession.

## Standard Terms and Conditions of Business – Sentia Global Ltd

- c. Where the customer has paid in advance for goods and they have not been delivered, title shall remain with the company until such times as they are delivered.
- d. Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Supplier and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- e. The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Buyer irrevocably authorises the Supplier to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods.
- f. Title shall remain with the company until such times as all monies due on the customers account, when demanded, are due.
- g. The company reserves the right to withhold delivery of goods, and retain all title to undelivered goods, until such times as a client account is at zero balance, for any reason, at any time, even where the goods held have been paid for in full, but not yet delivered.

### 5. Delegation & Substitution

- a. The company may at any point subcontract any piece of work, or deliverable, or part thereof, to another party under its supervision/instruction
- b. The company shall have sole discretion as to this.

### 6. Intellectual Property

- a. Rights to all items and outputs which could be considered 'Intellectual Property' shall remain that of the company, until such times as they are formally transferred to the client, by written notice of transfer.
- b. Any ideas, innovations, designs, concepts or any other item of intellectual property shall remain the exclusive & sole property of the company until a written notice of transfer, with attendant payment, has been issued.
- c. Where a client exploits Intellectual Property belonging to the company,

## Standard Terms and Conditions of Business – Sentia Global Ltd

the client shall be liable to such a fee as the company may see fit to charge, retrospectively, for such exploitation, and to future fees set exclusively by the company.

- d. The client agrees to keep confidential all dealings between the company and the client at all times, and not to disclose any information to another party without the authorisation of the company in writing.
- e. The client agrees to not compete with or exploit the intellectual property of the company, or any jointly developed ideas, concepts or other intellectual property, without the express written authorisation of the company.

### 7. Liability & Insurance

- a. The company shall not be liable to the Client for loss or damage to the Client's property, reputation or any other damage, at any time or for any reason whatsoever.
- b. The company shall have no liability to the Client for any indirect, special or consequential loss to the Client arising out of or in connection with the provision of any goods or services pursuant to this agreement (except in

respect of death or personal injury resulting from negligence) and the total liability of the company for any other loss of the Client arising pursuant to this agreement in respect of any one event or series of connected events shall not exceed the indemnity cover (if any) arranged pursuant to the Terms of Engagement or if no such cover has been arranged between the Client and the company to charges payable by the Client in respect of the company's services hereunder.

### 8. Termination for Breach

The following obligations are conditions of this agreement and any breach of them shall entitle the party not in breach to terminate this agreement by immediate written notice and the rights and liabilities of the parties shall then be determined in accordance with clause 9.

- a. Failure on the part of the Client to make punctual payment of all sums due to the company under the terms of this agreement.
- b. Failure on the part of the company to remedy any breach of its obligations hereunder within a reasonable time following written notice from the Client which: refers to this clause; specifies the breach with full particulars; indicates how the breach is

## Standard Terms and Conditions of Business – Sentia Global Ltd

to be remedied and specifies the Clients opinion of a reasonable time for remedy.

- c. The levying of distress or execution against the Client or the making by it of any composition or arrangement which creditors or the presentation of a petition for the Client's liquidation or bankruptcy or administration or the appointment of a receiver over any part of the Client's assets.
- d. The doing or permitting of any act which the company's rights in any intellectual property may be prejudiced or put in jeopardy.
- e. Any serious or persistent breach by the Client of its obligations hereunder.
- f. Any cancellation of the engagement once the company has commenced work.

### 9. Termination & Consequences

In the event of this agreement being terminated whether by the effluxion of time, notice, breach or otherwise and without prejudice to any other remedy available to the company, the Client shall immediately pay the company

- a. Any sums due under the terms of this agreement and;

- b. In the event of termination, pay any further sums which would but for the termination of this agreement have fallen due by the end of the engagement. These sums to be determined by the company at its sole discretion.

### 10. Cancellations and amendments

All cancellations and amendments, including any additional costs incurred, will be charged for, in full, unless otherwise notified in writing by the company to the client.

Missed/Failed appointments will be treated as cancellations, charged in full with a surcharge also applied of £650+expenses+travel+VAT.

Where we miss an appointment, no charge will apply.

### 11. Failure to cooperate / incompetence/kept waiting

Any failure by the client or any 3<sup>rd</sup> party contracted to the client, to cooperate with the company at the material time will result in additional charges.

Any site access which is restricted, curtailed or delayed for any reason, or any visit which has to be repeated, will incur a full fee for the job, plus the rebooked visit & an 'incompetence surcharge' of £650+VAT

Where a job overruns for whatever reason, the time will be charged at £175+VAT per hour. This also applies where we are kept waiting. We will wait for a maximum of 1 hour before treating the job as missed/cancelled.

# Standard Terms and Conditions of Business – Sentia Global Ltd

clauses to which they relate.

## 12. Warranty

Each of the parties warrants its power to enter into this agreement and has obtained the necessary approvals to do so.

## 13. Whole Agreement

Each party acknowledges that this agreement (as varied) and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.

## 14. Change of address

Each party shall give notice to the other of the change of acquisition of any address or telephone, telex or similar numbers or addresses at the earliest possible opportunity but in any event within 24 hours of such change or acquisition.

## 15. Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party to the email address provided to the client.

## 16. Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the

## 17. Joint & Several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the pleural and the successor in title to the parties.

## 18. Proper Law & Jurisdiction

This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

## 19. Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms of conditions of this agreement shall not be a waiver of them at any time subsequently to enforce all terms and conditions of this agreement.

## 20. Status of the company

The company shall be an independent contractor and not in the employ of the Client.

The company shall not be subject to directions from the Client as to the manner in which he or she shall perform his or her work.

## 21. Set Off

The Client shall not be entitled to withhold payment of any sum otherwise payable to the company by reason of any claim, set-off or for damages in relation hereto.

## Standard Terms and Conditions of Business – Sentia Global Ltd

The supplier shall be entitled to set-off in relation to all sums due, where required to secure payment, or assets, to the sum of the debt.

### 22. Mediation

In the event of any dispute arising between the parties in connection with this agreement, the parties will in good faith seek to resolve that dispute through mediation.

The mediator shall be agreed upon within seven days of one party requesting mediation, failing which the mediator shall be appointed by a Director of the company

Unless otherwise agreed in writing, client will pay the costs of the mediation.

If the dispute is not resolved within 30 days or one of the parties refuses to participate in the mediation, the dispute shall be considered resolved in favour of the company.

Nothing in the clause shall prevent shall the company from issuing proceedings or taking any other step in relation to the non-payment of monies due.

### 23. Coronavirus

- a. The company will NOT permit the postponement or cancellation of any work booked & allocated time, due to “Coronavirus” unless it is accompanied by

payment in full.

- b. Our staff are instructed that the wearing of face coverings, gloves & the use of hand gel are at their sole discretion, and that they are entitled to refuse any, and all of the above, and any other measure. In the case of issues resulting in the job not being completed, the job will be charged as a cancellation or missed appointment.
- c. Our staff also have the right to stipulate fully how they will work, how many people will work together, and that they will not get involved in ‘social distancing’ nonsense. Any issues caused by this which result in the job not being completed, will be charged as a cancellation or missed appointment.
- d. Our business will not suspend operations as a result of ‘Coronavirus’ or any other government dictat. We are an independent company and we shall continue to run our business as we see fit.

### 24. Health and Safety – General

- a. Our staff will follow our own H&S procedures at all times. They will not be bound by, nor are they authorised to agree to, any additional procedures or other measures which are purported to be imposed

## Standard Terms and Conditions of Business – Sentia Global Ltd

upon them by clients or third parties at any time – any job unable to proceed as a result will be charged as a cancellation, or missed appointment.

### 25. Parking & Access

- a. Unless otherwise agreed our staff will require 1 parking spot per person at a client site or third party site.
- b. Where this is not provided for upon arrival, our staff reserve the right to park wherever they deem safe / fit / convenient on site without let or hindrance.
- c. Where there is no parking on site & equipment is to be carried, our staff may refuse to complete the work until this is made available. The job in this case will be charged as a missed appointment.
- d. Any parking charges, parking penalties or other costs incurred shall be recharged to the client, plus a 15% administration fee & VAT unless otherwise specifically agreed in writing.