

1. Definitions:

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.5.

Contract: the contract between Veritas and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person, firm or agent who purchases Services from Veritas.

Customer Default: has the meaning set out in clause 4.2.

Order: the Customer's order for Services as set out in the Customer's purchase order form, the Customer's written acceptance of a Quotation by Veritas, works undertaken pursuant to a mandate from the Customer to Veritas or overleaf, as the case may be.

Services: the services supplied by Veritas to the Customer as set out in the Quotation.

Veritas: Veritas Property Management Limited registered in England and Wales with company number 05364776.

Quotation: any quotation for Services sent from Veritas to the Customer or mandate agreed with the Customer.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Veritas issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by Veritas, and any descriptions or illustrations contained in Veritas's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by Veritas shall not constitute an offer, and is only valid for a period of 20 business days from its date of issue.

3. Supply of Services

3.1 Veritas shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 Veritas shall use all reasonable endeavours to meet any performance dates specified in Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Veritas reserves the right to amend the specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Veritas shall notify the Customer in any such event.

3.4 Veritas warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations

4.1 The Customer shall:

- a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- b) co-operate with Veritas in all matters relating to the Services;
- c) provide Veritas, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Veritas;
- d) provide Veritas with such information and materials as Veritas may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- e) prepare the Customer's premises for the supply of the Services;
- f) obtain and maintain all necessary licences, permissions and consents which may be required for

vii) Loss of goods.

viii) Indirect or consequential loss.

8.6 Veritas has given commitments as to compliance of the Equipment and Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

the Services before the date on which the Services are to start;

- g) provide copies of any relevant deed of appointment or Land Registry office copy documents and title plans within 7 days of receipt of a request in writing by Veritas;
- h) comply with all applicable laws, including health and safety laws; and
- i) keep all materials, equipment, documents and other property of Veritas (Veritas Materials) at the Customer's premises in safe custody at its own risk, maintain Veritas Materials in good condition until returned to Veritas, and not dispose of or use Veritas Materials other than in accordance with Veritas's written instructions or authorisation.

4.2 If Veritas's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- a) without limiting or affecting any other right or remedy available to it, Veritas shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Veritas's performance of any of its obligations;
- b) Veritas shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Veritas's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- c) the Customer shall reimburse Veritas on written demand for any costs or losses sustained or incurred by Veritas arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Charges for the Services shall be set out in the Quotation relevant to the Services being provided by Veritas to the Customer and Veritas shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Veritas engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Veritas for the performance of the Services, and for the cost of any materials.

5.2 Veritas reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

5.3 Veritas reserves the right to increase the Charges to reflect any Government-mandated increase or tax changes which significantly affect the cost of providing the Services (for example, the National Minimum Wage). Such increase shall take effect on Veritas giving the Customer one month's notice in writing.

5.4 Veritas shall invoice the Customer on completion of the Services.

5.5 The Customer shall pay each invoice submitted by Veritas:

- a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by Veritas and confirmed in writing to the Customer; and
- b) in full and in cleared funds to a bank account nominated in writing by Veritas, and
- c) time for payment shall be of the essence of the Contract.

5.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Veritas to the Customer, the Customer shall, on receipt of a valid VAT invoice from Veritas, pay to Veritas such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 If the Customer fails to make a payment due to Veritas under the Contract by the due date, then, without limiting Veritas's remedies under Clause 9, the Customer shall pay affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. General

interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Veritas.

6.2 Veritas grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.

6.4 The Customer grants Veritas a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Veritas for the term of the Contract for the purpose of providing the Services to the Customer.

7. DATA PROTECTION

It is the Customer's responsibility to ensure, that as required under Article 28 of the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016, that there is a written contract in place covering all clauses required between them as the data Controller, and Veritas as the data processor. Details of our compliance can be found on our website www.veritas-uk.com.

8. Limitation of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2 Subject to clause 8.1, Veritas' total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 8.3 Subject to clause 8.1, Veritas' total aggregate liability in respect of all breaches of duty occurring within any calendar year shall not exceed £50,000.

8.4 In clause 8.2 and 8.3:

- a) **cap.** The cap is the total charges in the contract year in which the breaches occurred;
- b) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;
- c) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of services actually supplied by Veritas, whether or not invoiced to the Customer; and
- d) **total liability.** Veritas' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

e) **total aggregate liability.** Veritas' total aggregate liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with all contracts between Veritas and the Customer.

8.5 This clause sets out specific heads of excluded loss:

- a) Subject to clause 8.1, the types of loss listed in clause 8.5b) are wholly excluded by the parties.
- b) The following types of loss are wholly excluded:
 - i) Loss of profits.
 - ii) Loss of rent, sales or business.
 - iii) Loss of agreements or contracts.
 - iv) Loss of anticipated savings.
 - v) Loss of use or corruption of software, data or information.
 - vi) Loss of or damage to goodwill (representatives).

11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or

8.7 Veritas shall not be liable for any loss or damage of any nature suffered as the result of the Customer's failure to comply with clauses 4, 5 and 6 above.

8.8 Unless the Customer notifies Veritas that it intends to make a claim in respect of an event within the notice period, Veritas shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.9 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, Veritas may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment; or

there is a change of Control of the Customer.

9.4 Without affecting any other right or remedy available to it, Veritas may suspend the supply of Services under the Contract or any other contract between the Customer and Veritas if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause a) to clause b) or Veritas reasonably believes that the Customer is about to become subject to any of them.

10. Consequences of termination

10.1 On termination of the Contract:

- a) the Customer shall immediately pay to Veritas all of Veritas's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Veritas shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) the Customer shall return all of Veritas Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Veritas may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract

10.2 Termination or expiry of the Contract shall not

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

a) Veritas may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Veritas.

11.3 Confidentiality.

a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, Customers or Veritas of the other party, except as permitted by clause a).

b) Each party may disclose the other party's confidential information: to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

d) The Customer shall not (except with the prior written consent of Veritas) whether as principal, employee, agent, consultancy or otherwise, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of Veritas any person who is or has been employed or engaged by Veritas in the provision of the Services at any time during the term of the Contract or for a further period of 6 months after the termination of this agreement other.

e) The Customer shall not (except with the prior written consent of Veritas) whether as principal, employee, agent, consultancy or otherwise, either during the term of this agreement or for a period of six months from the termination of this agreement directly or indirectly employ or engage any subcontractor, agent or consultant that Veritas has engaged to provide or supply the Equipment, Services or Additional Services pursuant to the terms of this agreement.

11.4 Entire agreement.

a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

c) Nothing in this clause shall limit or exclude any liability for fraud.

11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised

remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.8 Notices.

a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to office@veritas-uk.com.

b) Any notice shall be deemed to have been received:

- i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause ii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.9 Third party rights.

a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.11 Disclaimer for Services with Warranty

a) Veritas arranges for work to be undertaken on your behalf by a network of approved contractors. Veritas does not provide any warranties on the works undertaken by these contractors. All warranties sit with contractors / manufacturer of materials.

b) Upon request Veritas will instruct a surveyor, for an agreed additional fee, to sign work off and prepare a report regarding the works to give you piece of mind and ensure a high standard of work is upheld at all times.

c) Any and all warranties in respect of such works may be obtained from contractors and Veritas can also arrange for this upon request, subject to the relevant contractor providing such warranty.

d) In the event that you have cause to make a claim under any such warranty, Veritas will happily act as a mediator between the parties.

11.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.