

## GENERAL CONDITIONS OF CONTRACT

1. In these conditions (the Conditions), unless the context otherwise requires,
  - (a) "Group" means [ ] including any company in the same group (as defined in Section 1261 of the Companies Act 2006) as PLACES FOR PEOPLE GROUP LIMITED (company registration number 03777037);
  - (b) "the Order" means the order (and any special conditions attached thereto or referred to therein and any subsequent amendments thereto) to which these Conditions relate;
  - (c) "Company" means the person to whom the Order is addressed;
  - (d) "Goods" means the equipment, goods, materials or other articles (if any) described or otherwise identified in the Order; and
  - (e) "Services" means the work (if any) described or otherwise identified in the Order.
2. The Order constitutes an offer by the Group which may be accepted by the Company only in writing or by actual execution of the Order in accordance with these terms and conditions (the **Conditions**). These Conditions shall apply to any Goods or Services provided pursuant to an Order. In the event of any conflict between these Conditions and any contained in or attached by the Group to the Order, the latter shall prevail.
3. Acceptance of the Order will be deemed to bind the Company to the terms and conditions contained in the Order and to the Conditions, and no Goods or Services shall be supplied or performed by the Company, its employees, agents or representatives, except in accordance therewith. In the event of any conflict between (1) these Conditions and an Order and (2) the terms and conditions of the Company, the former shall prevail.
4. All Goods and Services supplied or carried out shall be of the quality indicated in the Order or, if better, of the quality to be implied from any dealings between the parties or, in default of such indication, of such quality as is necessary to enable the Company to comply with its obligations under the Order and shall comply with the description in the Order and with every express or implied requirement previously communicated to the Company by the Group whether by the Order, by course of dealing between the Group and Company or by any other manner whatsoever.
5. (a) The Goods are to be delivered carriage paid and the Services are to be performed at the time, date and premises indicated in the Order unless the Company is instructed otherwise in writing by the Group and the Company will be responsible for and will bear the cost of unloading all materials and of placing them as requested by the Group at the said premises; and
  - (b) with every supply of Goods or Services a supply/delivery note in duplicate is to be sent to the Group by the Company describing the Goods or Services (including quantity, where relevant) supplied. Valid invoices due in respect of Goods or Services supplied shall be payable in pounds sterling by the Group within thirty (30) days from date of receipt of invoice subsequent to full completion of delivery to the Group's satisfaction or, as the case may be, pursuant to acceptance as set out in 6 below (noting that, where the acceptance process under clause 6 exceeds thirty (30) days, the date from which the payment period of thirty (30) days commences shall be thirty (30) days after delivery). Where the Goods or Services are subject to Value Added Tax or any other tax or duty, the amount legally demandable is to be rendered as a separate item of account and, if required by the Group, the Company will produce bona fide evidence of the amount paid by them in respect thereof. If any payment is not made in full by the Group in accordance with these conditions, the Company may charge interest on the outstanding amount from the due date until full payment is made, at the rate of 8% per annum above the base lending rate from time to time of the Bank of England. Interest shall not be payable in respect of any amount in dispute as notified to the Company unless such amount is subsequently agreed or held to be payable by the Group.
6. Goods brought by the Company to the premises of the Group in connection with the Order shall be deemed to be the property of the Group but nonetheless at the risk of the Company until the Group shall have accepted the Goods and related Services as satisfactory under the written certificate of the Group (the **Certificate**). The Group shall not be deemed to have accepted any Goods (and no Certificate shall be issued) until such time and subject to observance and performance of such prior conditions as may be specified in the Order, until the Group has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has become apparent.
7. (a) The Group reserves the right to reject all or any part of the Goods or Services which in the opinion of the Group are faulty and/or do not comply with the requirements of the Order and these Conditions, including the right to reject defective Goods even if the defect is minor. The Group may at the Company's risk and expense return any Goods rejected under this sub-clause to a place of business of the Company being the nearest such place of business or any such place of business which the Group may reasonably consider convenient. For the avoidance of doubt, the Group shall not be obliged to return to the Company any packaging or packing materials for the Goods whether or not any Goods are accepted by the Group;
  - (b) any breach by the Company of any provision of any kind whatsoever of the Order and/or these Conditions regarding the time of supply, quality of Goods or Services or otherwise, shall (whether or not the Group has accepted the Goods or Services or any part thereof, and whether or not the property in the Goods has passed to the Group), entitle the Group in its absolute discretion either to treat this Order as repudiated or to treat such breach as a breach of warranty giving rise to a claim for damages;
  - (c) if the Company shall have an interim or bankruptcy order made against it or be declared insolvent or shall enter into or become subject to a scheme, composition or voluntary arrangement with its creditors or the appointment of a liquidator, administrator (whether by the court or otherwise), administrative receiver, receiver, administrative trustee or similar officer over any of its assets or there shall be commenced winding-up dissolution administrative receivership or analogous proceedings of or in respect of the Company or any of the Company's assets then, without prejudice to any other remedy of the Group, the Group may procure the Goods or Services using others and where the amounts payable by the Group in obtaining the same or like Goods or Services exceed the amount payable under the Order, the difference shall be payable by the Company to the Group; and
  - (d) the Company shall (without prejudice to any other rights of the Group) indemnify the Group against any consequential losses, liabilities, costs (including but not limited to legal fees), expenses or damage sustained by the Group or for which the Group is liable as a result of the failure of the Company to perform the Services or supply the Goods in accordance with the terms of the Order.
8. The Order or any part of it may be cancelled at any time by the Group giving the Company notice in writing signed by a duly authorised person for and on behalf of the Group. A fair and reasonable price shall be paid (calculated according to the relevant payment provisions as set out in the Order) for all Goods provided or Services completed or in progress at the time of cancellation and received by the Group but subject thereto the Group shall not be liable for any loss (including loss of profit or other consequential loss) caused to the Company whether directly or indirectly by any such cancellation.
9. In the event of any matter whatsoever causing the Group to cease to require the Goods or Services at the time anticipated by the Group when placing the Order then the Group shall be entitled at any time before the completion of supply in accordance with the Order and these Conditions to defer the date of supply or, if the contract is divisible, to defer the date of supply in respect of any Goods not supplied or Services not performed, and any such deferment shall not give rise to any claim for loss or legal right of action of any kind whatsoever on the part of the Company.
10. (a) The Company shall indemnify and keep indemnified the Group against injury (including death) to any persons (including any employee, agent, sub-contractor or representative of the Company) or loss of or damage to any property including the Goods and Services which may arise out of any act or omission (whether caused by negligence or not) of the Company, or of any sub-contractor, employee, agent or representative of the Company arising out of or in consequence of the Company's obligations under the Order and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and

- (b) without limiting his responsibilities under sub-clause (a) above, the Company shall insure with a reputable insurance company against all matters arising in relation to the provision of Goods or Services which are the responsibility of the Company under the terms of the Order, including in relation to all loss and damage specified in sub-clause (a) above and all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto and shall produce to the Group such policy of insurance and receipts for premiums in respect thereof if called upon to do so.
11. No variation in the price or prices stated in the Order will be accepted unless agreed in writing by the Group.
12. The Company shall not, without the written consent of the Group, assign, transfer or sub-let any part of the provision of Goods or Services or any part of the Order.
13. The Company warrants that the design, construction and quality of any Goods or Services to be manufactured and/or supplied by it comply in all respects with all laws (including any guidance inserted under statutory authority and all applicable European Community regulations, directions and other legislation) statutes, treaties, ordinances, judgements, decrees, injunctions, writs, orders, codes of practice, rules, regulations, permissions and interpretations of any court, arbitrator, government body, agency or authority applicable to the Goods and further that the sale or use of the Goods or Services by the Group will not infringe any patent, trademark, trade name, registered design, copyright or any other like right. The Company undertakes to indemnify the Group against loss, damage, liability, costs or expenses which the Group may suffer or incur by reason of any breach of such warranties.
14. (a) The Company shall ensure that all product guarantees, manufacturers' warranties and any other form of security it receives in relation to the Goods are either addressed to the Group or assignable to the Group. The Company shall on or before delivery of the Goods assign the benefit of such product guarantees and warranties to the Group, or such party nominated by the Group pursuant to clause 14 (b), and shall supply evidence of such assignment to the Group.
- (b) The Company shall further ensure that, at the Group's request, any product guarantees, manufacturers' warranties and any other form of security in relation to the Goods is assignable to a third party nominated by the Group.
15. The Company shall ensure that any Goods or Services supplied maintain the standard of performance as set out in any specification attached to or set out in the Order or provided to or agreed with the Group for either:
- (a) the period of any maintenance contract if the Goods or Services are to be maintained by the Company; or
- (b) any warranty period if the Goods or Services are not to be maintained by the Company.
- If the standard of performance specified has not been maintained then notwithstanding prior acceptance of the Goods or Services, the Company shall forthwith at its own expense supply to the Group such replacement or additional items of Goods or Services as may be necessary to achieve the standard or performance specified.
16. Without prejudice to any other provisions contained in the Order and these Conditions the Company agrees that it shall be responsible for making good with all possible speed at its own expense any defect in or damage to any portion of the Goods or Services which may develop during a period of twelve calendar months (or such other period as may be specified in the Order) after the acceptance of the Goods or Services (the **Warranty Period**), which results in a failure of the Goods or Services to fulfil the specification or function or to meet the level of performance detailed in the Order and these Conditions or arises from either defective materials, including software, workmanship or design (other than a design furnished or specified by the Group and for which the Company has disclaimed responsibility within a reasonable time after receipt of the Group's instructions) or any act or omission of the Company during the Warranty Period.
17. (a) The Company shall not, nor shall any of its employees, agents, sub-contractors or representatives, disclose to any person any information whatsoever concerning the Group or the customers of the Group which may be obtained in connection with the performance by the Company of the Order; and
- (b) the Company shall not disclose the making of this Order in any publication or otherwise without the prior written consent of the Group; and
- (c) the Company shall treat as confidential the Order and all designs, drawings, specifications and information supplied therewith and shall not disclose the same to any third party without the Group's written consent nor shall the Company take any action or omission that may infringe any copyright, patent, trademark, trade name, registered design or any other like right vested from time to time in the Group.
18. Any variation of these Conditions and any consent on the part of the Group hereunder shall be binding on the Group only if in writing and signed by a duly authorised person for and on behalf of the Group.
19. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Order or these Conditions shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Order and these Conditions.
20. If at any time a dispute shall arise between the Group and Company in relation to the Order either party may give the other notice in writing of the existence of such dispute and the parties shall meet within fourteen (14) calendar days of such notice to seek to achieve an agreed solution to the notified difference or dispute within a period of twenty eight (28) calendar days. On the failure to agree a mutually acceptable solution the same shall be referred to the arbitration of two persons one to be appointed by the Group and one by the Company or other umpire, in accordance with the Arbitration Act 1996 or any statutory amendment or re-enactment thereof.
21. Any notice or other communication given in relation to an Order shall be in writing in the English language and shall either be delivered personally or sent by e-mail or facsimile transmission and subsequently confirmed by letter or other means of telecommunication in permanent written form to the address or facsimile number of the party who is to receive such communication as set out in the Order or to such other address or facsimile number in the United Kingdom as may from time to time be specified in writing by the relevant party as its address for the purpose of this clause 21. A communication shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery;
- (b) if sent by prepaid recorded, special delivery or first class post, on the second working day after the date of posting; and
- (c) if sent by e-mail or facsimile on the date of completed transmission.
- A communication received or deemed to be received in accordance with clause 21 on a day which is not a working day or after 5.00 pm on any working day shall be deemed to be received at 9.00 am on the next working day.
22. The Supplier shall at all times whilst on the Group's premises or on site comply with and procure that its employees, agents and sub-contractors comply with the Group's policies and procedures (copies of which shall be supplied on request).
23. The Laws of England and Wales shall apply to the Order and these Conditions which shall be enforceable in the Courts of England and Wales.