

# GHS (UK) Ltd

## Standard Terms & Conditions

### 1. Contract Terms

1.1 We agree to provide our services to you on the following terms and conditions. These constitute a contract between us and you and must be read together with any other documents explicitly agreed to be part of this contract including our Proposal.

1.2 In these terms and conditions:

1.2.1 "**Agreement**" means these standard terms and conditions;

1.2.2 "**Proposal**" means our proposal to you;

1.2.3 the "**Services**" means the services that you have ordered from us, as set out in the Proposal;

1.2.4 "**we**" and "**us**" means GHS (UK) Limited; and

1.2.5 "**you**" and "**your**" means the party to this Agreement other than us.

### 2. Payment

2.1 You must pay our charges for the Services as set out in the Proposal.

2.2 Our terms of payment for all charges are as set out in the Proposal. In the event of late payment we reserve the right to charge interest on the outstanding balance at the rate of 2% per month.

2.3 Unless agreed otherwise, all our charges are exclusive of any applicable value added or other tax, which will be added to our invoices sent to you.

2.4 Should the customer cancel the sales order before delivery or installation, a cancellation charge of 20% of the total purchase order price will be incurred.

### 3. Your Obligations

You agree that you will promptly give us such information and documents as we may reasonably request for the proper and efficient provision of the Services including timely access to your staff, and information and material.

### 4. Confidentiality

We each agree to keep the other's information confidential (including any material, software, document, idea, data) and any other information which relates to the other's research and development, trade secrets or business affairs which either of us says is confidential or which is clearly confidential. We may refer to you as a client in our publicity material but will not publicise our work under this Agreement without your consent. We agree to abide by the Data Protection Act 1998. We also agree to process your data only in accordance with your instructions and use all reasonable security measures to protect your data. We take all reasonable steps to avoiding sending viruses but we do not accept liability for sending viruses unknowingly.

### 5. Additional Work

Any fixed charges that we agree with you are for the work that we agree at that time. If we are asked to carry out additional work or your instructions to us change we reserve the right to make an additional charge.

## 6. Termination

6.1 Unless otherwise specifically agreed between us, either party can terminate this Agreement at any time by giving the amount of written notice to the other specified in the Proposal.

6.2 Either we or you shall be entitled to terminate this Agreement immediately by written notice to the other if the other commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 14 days afterwards.

6.3 Either of us can also terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this contract forthwith if the first party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

## 7. Liability

7.1 We warrant to you that we will seek to supply the Services with reasonable skill and care. We accept liability for our own negligence, but only to the extent stated in this clause. We will not be held responsible for the accuracy of the information supplied to us by you or a third party.

7.2 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud or, to the extent that such rights may not be contracted out of, as affecting the statutory rights of any person dealing as a consumer.

7.3 Our liability to you under this Agreement shall not exceed £25,000 or the amount paid by you for the Services over the previous 12 months, whichever is the greater.

7.4 Subject to clause 7.3, we shall be liable to you in respect of all direct loss or damage caused by our acts or omissions and those of our employees, agents or sub-contractors, other than Excluded Loss. In this clause the expression "**Excluded Loss**" means all special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this contract) and loss, corruption or destruction of data or loss of profits, turnover, sales, contracts, business or anticipated savings, whether incurred directly or indirectly, or any indirect or consequential damage whatever, either in contract, tort (including negligence) or otherwise.

7.5 For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

7.6 We do not have any implied obligation, duty or liability in contract other than those explicitly stated in this Agreement.

## 8. Force Majeure

Neither we nor you are liable for any breach of this Agreement caused by matters beyond our or your reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central Government or other authorities.

## 9. Engagement of our Staff

During this Agreement and for a period of six months after its termination (for whatever reason), you will not, without our written consent, directly or indirectly (whether as employee, consultant or in any other capacity) engage any individual employed by us or contractor working for us who has worked on providing the Services to you.

## 10. General

10.1 You are not entitled to transfer or assign this Agreement without our prior written consent. We may assign or sub-contract this Agreement or any part.

10.2 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

10.3 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.

10.4 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

10.5 If any dispute arises out of these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

10.6 This Agreement shall be governed by the laws of England and we both agree to submit to the non-exclusive jurisdiction of the English Courts.

#### **Standard Terms and Conditions Update**

It may be that we sometimes need to update our terms and conditions. We advise you to regularly review this policy for any changes.

Last updated: Jan 2021