

Marsom Driveways Ltd - Terms and Conditions

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Quotes and Invoices
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Specification Document" means a statement of work, quotation, invoice or other similar document describing the goods and services to be provided by the Supplier;
- 1.5 "Supplier" means **Marsom Driveways Ltd**

2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but shall not be responsible for delays from third parties or the Customer which delay the performance of any services.
- 2.4 The Supplier will seek the Customer's permission to actively promote or publicise any project for marketing or sales activities.

3. Price & Payment

- 3.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer
- 3.2 Final payment will be due no later than 30 days after completion of the project, unless otherwise stated. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4.5% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.
- 3.3 Where the Customer has more than one invoice outstanding, any payment made by the Customer to the Supplier shall be allocated to the oldest outstanding invoice unless specifically agreed in writing by the Supplier.

4. Specification of the goods

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5. Title

5.1 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods, with the following exceptions for code-based projects.

5.2 Any custom programming/source code or programming for source code utilised in or developed for the production of deliverables for the Customer shall remain the property of the Supplier and may be used for other projects or sold to other parties at the Supplier's discretion. Once the satisfaction letter has been signed and full payment has been received and cleared through the Supplier's bank account the front-end project deliverables as provided in the Supplier's Specification document will become the property of the Customer. The Customer shall have a non-exclusive non-transferable licence to use custom programming/source code or programming for source code utilised in or for such deliverables but only in respect of operation/modification or development of the web-site or other deliverables and not for any other purpose including without limitation assignment of such licence or sub-licensing. If the project is Internet based then it will be transferred to the Customer's domain name and web space. If the project is of some other type then it will be handed over to the Customer.

6. Customer's obligations

6.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

6.1.1 co-operate with the Supplier;

6.1.2 provide the Supplier with any information reasonably required by the Supplier;

6.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

6.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

6.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

6.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.

6.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

6.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

6.4.2 if applicable, the timetable for the project will be modified accordingly;

6.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

7. Alterations to the specification document

7.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

7.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

7.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

7.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

8. Intellectual property rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

9. Independent contractors

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

10. Assignment

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

11. No third parties

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.