

## PROGRESSION HOME IMPROVEMENTS LIMITED

### Terms and Conditions of Business

This statement sets out the terms upon which Mark Woodford t/a Progression Home Improvements Limited (PHI Ltd) agrees to supply the Services to the Customer. No variation of them shall be effective unless agreed in writing and signed by Mark Woodford.

1. The following terms shall have the following meanings for the purposes of these terms:
  - 1.1 **Conditions** means the provisions set out overleaf and the Conditions set out hereunder, both of which are incorporated into this Agreement in their entirety.
  - 1.2 **Price** shall mean the Price set out overleaf.
  - 1.3 **Payments** shall mean Payments of the Price whether in whole or in part upon presentation of an invoice or of an Interim Invoice as the case may be by PHI Ltd to the Customer
  - 1.4 **Interim Invoice** shall mean an invoice presented during the course of the Services by PHI Ltd to the Customer at PHI Ltd's sole discretion for part payment of the Price, provided always that the total value of Interim Invoices produced by PHI Ltd shall not exceed the Price.
  - 1.5 **Services** means the Services to be carried out by PHI Ltd on the Customer's behalf, details of which are set out overleaf.
2. Where the Customer comprises more than one person or entity, this Agreement shall be between PHI Ltd and the Customer on a joint and several basis and the neuter singular gender throughout these terms shall include all genders and the plural and the successor in title to the parties.
3. **Appointment.** The Customer appoints PHI Ltd to carry out the Services in return for the Payments of the Price.
4. **PHI Ltd's Obligations.**
  - 4.1 To perform the Services set out overleaf.
  - 4.2 To maintain at its own cost a policy of insurance to cover the liability of PHI Ltd in respect of any act or default for which it may become liable to indemnify the Customer under the terms of this Agreement. To arrange that the minimum cover of that policy is £2,000,000.
5. **The Customer's Obligations**

In consideration of the Services to be rendered by PHI Ltd under this Agreement, the Customer agrees:

  - 5.1 To make the Payments promptly without demand, deduction or set-off.
  - 5.2 In the event that the payment of an invoice presented by PHI Ltd (whether interim or final) is not paid within 14 days of the date of such invoice, to pay interest from day to day at the annual rate of 10% over the base lending rate of Lloyds Bank Plc from time to time calculated from the date of the invoice until the date of payment (whether before or after any judgment).
6. **Receipt**

The receipt of money by either party shall not prevent either of them from questioning the correctness of any statement in respect of such money.
7. **Force Majeure**

PHI Ltd shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of PHI Ltd renders the performance of this Agreement impossible, whereupon all money due under this Agreement shall be immediately paid and in particular:

  - 7.1 The Customer shall immediately pay to PHI Ltd all arrears of Payments.
8. **Termination for Breach**
  - 8.1 In the event that the payment of an invoice presented by PHI Ltd (whether interim or final) is not paid within 14 days of the date of such invoice, PHI Ltd shall be entitled to treat such non payment as a repudiation of this Agreement and as such may elect to immediately cease working for the Customer, thereby bringing this Agreement to an end without any liability arising on the part of PHI Ltd whatsoever but without prejudice to any liability of the Customer in respect of any antecedent breach of these conditions.
  - 8.2 PHI Ltd may terminate this Agreement without notice upon any of the following events:
    - 8.2.1 The Customer going into liquidation or (in the case of an individual) becoming bankrupt, making a voluntary arrangement with his or its creditors or having a receiver or administrator appointed; or
    - 8.2.2 The Customer ceasing or threatening to cease to continue to carry on business (if the Customer is in business); or
    - 8.2.3 PHI Ltd reasonably apprehending if any of the events mentioned above is about to incur in relation to the Customer and notifying the Customer accordingly.
9. **Miscellaneous**
  - 9.1 Each party acknowledges that this Agreement contains the whole Agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employers or agents and has made its own independent investigations into all matters relevant to it.
  - 9.2 This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled.
  - 9.3 Each of the parties shall give notice to the other of the change or acquisition of any address or telephone or similar number at the earliest possible opportunity but in any event, within 48 hours of such change or acquisition.
  - 9.4 This Agreement shall be governed by the English law in every particular including formation and interpretation and shall be deemed to have been made in England.
  - 9.5 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England and Wales.
  - 9.6 No term shall survive expiry or termination of this Agreement unless expressly provided.
  - 9.7 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
  - 9.8 PHI Ltd shall be an independent contractor and not the servant of the Customer.
  - 9.9 No waiver by PHI Ltd of any breach of this Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.
  - 9.10 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.
  - 9.11 Where the Customer is a limited company, by signing this Agreement the signatory who is signing on behalf of the limited company agrees to personally guarantee the payment by the limited company of invoices submitted by PHI Ltd and to indemnify PHI Ltd in the event of non payment of all or any part of invoices submitted by PHI Ltd to the limited company.
10. **Arbitration**

All disputes or differences which at any time arise between the parties touching or concerning this Agreement or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement, to be appointed by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force.