

Terms and Conditions

Definitions: **Osprey Technical Consulting Ltd (“the Supplier”)**
 Our Client (“the Client”)

1. Supplier’s Responsibilities

- 1.1 Upon the commencement of a project, the Supplier and Client will agree and sign, the Scope of Services to be delivered by the Supplier.
- 1.2 The Supplier shall provide the Services and deliver the deliverables to the Client, in accordance with the Scope of Services, signed by both parties, and shall allocate sufficient resources to enable it to comply with this obligation.
- 1.3 The Supplier shall co-operate with the Client in all matters relating to the Services; provide all equipment, tools, vehicles and other items required to provide the Services; ensure that all goods, materials, standards and techniques used in providing the Services are of good quality and are free from defects in workmanship, installation and design; comply with all applicable laws and regulations relating to the provision of the Services; ensure that the Supplier’s team use reasonable skill and care in the performance of the Services; observe, and ensure that the Supplier’s Team observe, all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client’s premises and that have been communicated and notify the Client as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services.
- 1.4 The Supplier acknowledges and agrees that the Client is entering into this agreement on the basis of the detail set out in the Scope of Work, which is accurate and complete in all material respects, and is not misleading.

2. Client’s Obligations

- 2.1 The Client shall co-operate with the Supplier in all matters relating to the Services and appoint an Authorised Representative in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services; provide such access to the Client’s premises and data, and other facilities as may reasonably be requested by the Supplier and agreed with the Client in writing in advance, for the purposes of the Services; provide such information as the Supplier may reasonably request and the Client considers reasonably necessary, including access to relevant systems, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects; inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply should the Supplier need to work at the Client’s premises and ensure that the Supplier’s Team are working under safe conditions.
- 2.2 The Client will sign a statement specifically relating to health and safety of the rig, rigging and all associated hardware and systems with regard to working aloft.

3. Schedule

- 3.1 The dates of any required onsite installation or support will be confirmed in writing.
- 3.2 Once the installation date is confirmed in writing, if it is delayed by the Client for any reason, the Client will be liable to pay liquidated damages to the Supplier.
- 3.3 Such liquidated damages shall be deemed to be a genuine estimate of the foreseeable damages incurred by the Supplier due to the delay. They will be calculated on a daily labour rate for each member of the Suppliers’ team assigned to the Services, for each business day during which the delay continues, together with any expenses that have been incurred such as travel costs.
- 3.4 In the event of a delay, a revised installation date will be agreed between the Client and the Supplier. The Client acknowledges that this will be subject to the Supplier’s availability.

4. Change to the Services

- 4.1 The Authorised Representative and the Supplier shall meet regularly to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 4.2 Unless both parties’ consent to a proposed change, there shall be no change to this agreement.

- 4.3 If there is a change in the Client's hardware requirements after an order has been placed, for example if a measurement was incorrect or a different model is required, a 20% restocking fee will be chargeable to the Client.

5. Charges and Payment

- 5.1 Unless an alternative agreement has been made, upon acceptance of the Estimate for the provision of Services, the Supplier issued a deposit invoice to the Client to enable the equipment required for the installation to be ordered.
- 5.2 The cost of materials may differ from the quote due to exchange rate variances or supplier price increases applicable at the date of order. Should the cost price of an item materially differ from the quote, i.e. by 5% or more, the Supplier will notify the Client in writing before proceeding with the order.
- 5.3 Upon completion of the Services, the Supplier will issue a final invoice detailing the full cost of the project, including labour, expenses and all materials. The initial deposit will be deducted accordingly.
- 5.4 The charges shall be paid in British pounds, unless otherwise agreed in writing between the Client and the Supplier.
- 5.5 Expenses are the responsibility of the Client and include, but are not limited to, the following:
- 5.5.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by the Supplier in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost; and
 - 5.5.2 VAT, which the Supplier shall add to its invoices at the appropriate rate, if applicable.
- 5.6 The Client shall pay each invoice which is properly due and submitted to it by the Supplier, within 14 days of receipt, to a bank account nominated in writing by the Supplier.
- 5.7 If a party fails to make any payment due to the other party under this agreement by the due date for payment, the Client shall be liable to pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

6. Insurance

- 6.1 During the term of this agreement the Supplier shall maintain in force, with a reputable insurance company, public liability insurance in an amount not less than £10,000,000.
- 6.2 The Supplier shall at the request of the Client from time to time, furnish such evidence as the Client may reasonably request to demonstrate that such insurance cover has been maintained in force with such insurer and not breached and provide copies of any policy documentation requested by the Client.

7. Confidentiality

- 7.1 Both parties undertake that each shall not at any time during this agreement, and for a period of 2 years after termination of this agreement, disclose to any person, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain in connection with entering into this agreement.
- 7.2 Both parties may disclose confidential information to its employees, agents, consultants or subcontractors (and in the case of the Supplier, the Supplier's team) as need to know such information for the purpose of discharging its obligations under this agreement. The party in receipt of such information shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the confidential information comply with this clause.
- 7.3 All materials, equipment and tools, drawings, specifications and data supplied by one party to the other shall, at all times, be and remain the exclusive property of the party supplying such materials, equipment and tools, drawings, specifications and data, but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition by that party until returned to the supplying party and shall not be disposed of or used other than in accordance with the any written instruction or authorisation.

8. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. Completion of Agreement and Warranty

- 9.1 Completion of this agreement will arise when the Services set out in the Scope of Work have been provided by the Supplier and payment for the Services has been made in full by the Client.
- 9.2 The Supplier warrants to rectify any issues that arise from defects in workmanship, during a period of 6 months following the completion of Services. The Supplier will deal with any warranty issues in the UK at its own cost. If the Supplier is required to travel outside of the UK to deal with any warranty issues, the cost of travel and expenses will be borne by the Client.

9.3 It is recommended that maintenance inspections are carried out by the Supplier on a 6 monthly basis.

10. Termination of Agreement

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

10.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment;

10.1.2 the other party commits a material breach of any term of this agreement and fails to remedy that breach within a period of 14 days after being notified in writing to do so;

10.1.3 the other party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of any relevant legislation;

10.1.4 there is a change of control of the other party; or

10.1.5 for any reason by either party with 30 days' written notice.

11. Consequences of Termination

11.1 On termination of this agreement for any reason, the Supplier shall immediately deliver to the Client:

11.1.1 copies of information and data provided by the Client to the Supplier for the purposes of this agreement. The Supplier shall certify to the Client that it has not retained any copies of input material or other information or data, except for one copy which the Supplier may use for audit purposes only;

11.1.2 a refund of any sums paid in advance for the Services which have not been received by the Client as a result of the termination of the agreement; and

11.1.3 all specifications, programs (including source codes) and other documentation comprised in the deliverables and existing at the date of such termination, whether or not then complete.

11.2 On termination of this agreement for any reason, the Client shall immediately pay to the Supplier all sums due and owing to it in connection with this agreement.

11.3 Termination or expiry of this agreement shall not 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 agreement which existed at or before the date of termination or expiry.

12. Retention of Title

The Supplier retains title in all goods supplied under this contract until all debts howsoever arising and owed by the Client to the Supplier have been settled in full.

13. Rights and Remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14. Governing Law and Jurisdiction

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