



Terms and Conditions

FM-129 Iss. B

Definitions:

“Conditions” means the standard terms and conditions of sale set out in this document and unless the context otherwise requires, includes any special terms and conditions agreed in writing between the Supplier and the Customer

“Customer” means the person or company whose order for Work is accepted by the Supplier;

“Supplier” means ISA (Business Development & Support) 1st Floor Newfield House High Street, Tunstall, Stoke-on-Trent, Staffs. ST6 5PD.

“Work” means all work undertaken by the Supplier for the Customer together with any goods which the Supplier is to supply in accordance with these Conditions.

1. Basis of the Sale

(a) The Supplier shall supply and the Customer shall purchase the Work in accordance with a written order from Customer which is accepted by the Supplier subject to these Conditions. A binding contract shall be formed once the Supplier has accepted the Order which shall constitute an offer by the Customer to purchase the Work. The Work shall be supplied and charged in accordance with a quotation supplied to the Customer by the Supplier (“Quotation”) as varied in accordance with these Conditions.

(b) No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Supplier and the Customer.

(c) All Work undertaken for the Customer by the Supplier, including but not limited to experimental and preliminary Work, shall be charged in accordance with the Quotation.

(d) The quotation shall be valid for a period of 30 days from the date set out on it, unless expressly withdrawn by the Supplier at an earlier time.

2. Price Variation

Quotations are based on the Supplier costs and labour capacity of delivery of the service and unless otherwise agreed, are subject to amendment on or at any time after acceptance by the Customer to meet any variations in such costs and labour capacity.

3. Tax

All sums quoted or due to the Supplier from the Customer shall be deemed to be exclusive of all value added tax and other applicable taxes and charges unless otherwise stated, and all such taxes shall be payable by the Customer in addition.

4. Payment Terms

The Supplier shall be entitled to invoice the Customer for the Price of the Work at any time during the agreement as set out in the Quotation. The Customer shall pay the price of the Work under the terms set out in the quotation.

5. Delivery and Payment

(a) The Work shall be delivered on the date agreed between the Customer and the Supplier but for the avoidance of doubt, time shall not be of the essence for the purposes of this clause. Work shall be deemed to be accepted by the Customer when delivered or, if earlier, on notification by the Supplier that the Work has been completed.

(b) Unless otherwise specified, the price quoted is for delivery of the Work to the Customer's address as set out in the Quotation. A charge may be made if delivery is required to a different address.

(c) Should expedited delivery be agreed an extra charge may be made to cover any overtime or other additional costs involved.

(d) Should Work be suspended at the request of or delayed through any default of the Customer for a period of 30 days or more the Supplier shall be entitled to payment for Work already carried out, materials specially ordered and other additional costs incurred including but not limited to costs of storage.

(e) Ownership of the Work and any intellectual property rights in the Work shall pass to the Customer once payment of all sums due to the Supplier from the Customer have been paid in full. Notwithstanding ownership remaining with the Supplier until such payment is made, risk in the Work shall pass to the Customer upon completion of the Work and the Customer shall be responsible for the Work from that point onwards.

(f) The customer must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

(g) If the Customer does not pay within the period set out in the quotation, the Supplier will suspend any further Work and without limiting rights or remedies for statutory interest, charge interest at the rate of 2% per annum above base rate of the Bank of England on the amount outstanding until the Customer pays in full.

6. Claims

A claim must be made in writing to the Supplier within seven days of delivery. The Supplier shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Customer proves that:

(a) It was not possible to comply with the requirements; and (b) advice (where required) was given to the Supplier and the claim made as soon as reasonably possible thereafter.

7. Liability

(a) The Supplier shall not be liable for any loss to the Customer arising from any delay of the Work or other material issues not caused by the Supplier

(b) Where any valid claim in respect of any Work which is based on any defect in the quantity or condition of the Work is notified to the Supplier within 7 days of the date of delivery of the Work, the Supplier shall be entitled to replace the Work (or the part in question) free of charge or, at the Supplier sole discretion, refund to the Customer the price of the Work.

(c) Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law or under any of these Conditions for any indirect, special or consequential loss or damage (whether for loss of profit, use, contract, goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the Work or its use by the Customer.

(d) The entire liability of the Supplier under these Conditions shall in no circumstances exceed the price of the Work to which the claim relates.

(e) The Supplier shall not be liable to the Customer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Work, if the delay or failure was due to any cause beyond the Supplier's reasonable control which shall include but not be limited to Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, terrorism, requisition, acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party), difficulties in obtaining, labour, fuel, and power failure.

8. Data Protection

(a) When providing the "Work" to the Customer, the Supplier may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the customer. The parties agree where such processing of personal data takes place the Customer shall be "Data Controller" and the Supplier shall be "Data Processor" as defined in the General Data protection Regulation, (GDPR), as may be amended, extended and/or re-enacted from time to time.

(b) For the avoidance of doubt, Personal Data, Processing, Data Controller, Data Processor and Data Subject shall have the same meaning as in the GDPR.

(c) The Supplier shall only Process Personal Data to the extent reasonably required to enable it to provide the Work set out in the Quotation. The Supplier shall not retain any Personal Data longer than necessary for the Processing and shall refrain from Processing any Personal Data for its own or third party's purposes

(d) The Supplier shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need to know" basis and only under the same (or more extensive) conditions as set out in these Terms & Conditions or to the extent required by applicable legislation and/or regulations.

(e) The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy which can be found on the Suppliers Website.

9. Property

(a) Written files, electronic data and paperwork owned by the Supplier and used by him in the supply of services shall remain his exclusive property. Such items when supplied by the Customer shall remain the Customer's property.

(b) Customer's property and all property supplied to the Supplier by or on behalf of the Customer shall, whilst it is in the possession of the Supplier or in transfer to or from the Customer, be deemed to be at Customer's risk unless otherwise agreed and the Customer must insure such property accordingly.

(c) The Supplier shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Supplier before receipt of an order or after notification to the Customer of completion of the Work. Any intellectual property rights in design Work created for the Customer by the Supplier shall remain the exclusive property of the Supplier unless otherwise agreed in writing.

10. Insolvency

If the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (whether voluntary or involuntary and otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business (or the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly) or the Customer commits any breach of these Conditions or fails to pay any sum due then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel any contract for provision of Work or suspend any further deliveries without any liability to the customer, and if the Work has been delivered but not paid for, all amounts shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the Supplier shall have alien on all Work and other property of the Customer in its possession and shall be entitled to dispose of such Work and property as it sees fit and to apply the proceeds to the amount owed. If any Work has been commenced but not delivered, the Supplier shall have the right to charge for Work already undertaken, whether or not completed, together with any materials purchased.

11. Illegal Matter

(a) The Supplier shall not be obliged to complete any order which in his opinion is or may be of an illegal or libellous or defamatory nature or an infringement of the proprietary or other rights of any third party.

(b) The Supplier shall be indemnified by the Customer in respect of any losses, damages, liabilities, costs and expenses suffered by the Supplier as a result of any claims made or threatened against the Supplier that the Work infringes the intellectual property rights of any other person or that the Work contains any illegal, libellous or defamatory materials. Such indemnity shall include payment of any legal or other professional fees incurred by the Supplier as a result of such threats or claims.

12. General

(a) Any notice required or permitted to be given by either party to the other under these Conditions 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 to the party giving the notice.

(b) No waiver by the Supplier of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

(c) 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 provision in question shall not be affected.

d) These Conditions shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

(e) Whenever under these Conditions any sum of money shall be recoverable from or payable by the Customer, the same may be deducted from any sum then due or which at any time may become due to the Customer under these Conditions.

I S A (Business Development & Support)

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