

## Standard Terms & Conditions of Sale

1. The final proposal will form the basis of an Agreement which shall come into force on the date that the acceptance of the offer is received or on the date that the work is commenced with the approval of the client, whichever is the earlier.
2. The Agreement shall remain in force until the work is completed or until either of the parties terminates the Agreement by giving two weeks prior written notice. Such termination shall be without prejudice to the right of the parties prior to the termination.
3. In the event of the Agreement being terminated prior to completion, all expenses and liabilities incurred for the purposes of the Agreement up to the date of the termination shall be payable by the client within 30 days of the submission of the invoice thereof.
4. Unless stated otherwise in the final proposal, payment is due 30 days from the due date stated on an invoice. For payments not received by the due date, Ramsay Maunder Associates Limited retains the right to charge interest, at the rate of 2% per month, for the period from the due date to the date of payment.
5. Ramsay Maunder Associates Limited retains ownership in the works and/or services and/or goods delivered as against the client and any sub-client, either until the full purchase price of the works and/or services and/or goods has been paid or until all debts owed by the client to Ramsay Maunder Associates Limited have been paid.
6. No liability is accepted in the event of Ramsay Maunder Associates Limited being prevented from performing the proposed services as a result of force majeure or circumstances beyond our control.
7. Whilst Ramsay Maunder Associates Limited shall use all reasonable endeavour to ensure the accuracy and completeness of the work performed and any information given, Ramsay Maunder Associates Limited makes no warranty, express or implied, as to the accuracy and completeness and shall not be held responsible for any consequences arising out of any inaccuracies or omissions unless such inaccuracies defects or omissions are the result of negligence on the part of Ramsay Maunder Associates Limited or its agents.
8. No order which has been accepted by Ramsay Maunder Associates Limited may be cancelled by the client except with the agreement in writing of Ramsay Maunder Associates Limited and on terms that the client shall indemnify Ramsay Maunder Associates Limited in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Ramsay Maunder Associates Limited as a result of cancellation.
9. Because the fee may not be comparable to the high value of the overall project, the fees are assessed on the basis that Ramsay Maunder Associates Limited's total liability, however arising, shall be limited to performing again the services set out in this Proposal up to an amount of services not greater than the equivalent of the fees. No liability whatsoever shall rest upon Ramsay Maunder Associates Limited for the effects of any product, process, or expenditure initiated by the client or any other party notwithstanding that the product, process or expenditure may be based upon the results of the work done.
10. The agreed date of delivery shall not be of the essence of the contract.
11. No other terms and conditions shall be accepted unless agreed by Ramsay Maunder Associates Limited in writing.
12. The contract shall be interpreted under English Law.