



Terms and Conditions

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12 (LIMITATION OF LIABILITY).

1. ABOUT THESE CONDITIONS

- 1.1 These Conditions set out the terms and conditions on which we will supply our services to you. Please read these terms carefully. These Conditions also set out who we are, how we will provide the services to you, how either party may end the contract and other important information.
- 1.2 These Conditions shall apply to services provided to you by either Dalrod (UK) Limited, or by a franchisee of Dalrod (UK) Limited (which is a separate legal entity to Dalrod (UK) Limited). For further details, please see the definition of "Dalrod" in clause 2.1 below.
- 1.3 If we need to contact you, we will do so by telephone or by writing to you using the email or postal address provided to us by you.

2. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards as amended from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by you for the supply of the Services and/or Materials in accordance with clause 9.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.4.

Consumer: a natural person acting for purposes outside their trade, business or profession.

Contract: the contract between you and us for the supply of Services and/or Materials in accordance with these Conditions.

Customer: the person, company or firm who purchases Services and/or Materials from us under the Contract (also referred to as "**you**", "**your**").

Customer Works: has the meaning given in clause 8.1.7.

Dalrod: shall mean:

- (a) Dalrod (UK) Limited, a company incorporated and registered in England and Wales with company number 03184366 whose registered office is at 7a Welbeck Way, Peterborough, Cambridgeshire, PE2 7WH; or
- (b) a Franchisee of Dalrod (UK) Limited as may be notified to you from time to time,

(also referred to as "**we**", "**us**", "**our**").

Dalrod Equipment: has the meaning set out in clause 8.1.13.

Deliverables: the deliverables set out in the Quotation or otherwise to be produced or procured by us for you.

Effective Date: has the meaning given in clause 3.2.

Franchisee: means a franchised business independently owned and operated by a franchisee company under licence from Dalrod (UK) Limited.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: the materials (or any part of them) to be supplied by us to you, as set out in the Quotation.

Order: your order for the supply of Services and/or Materials as made by way of your verbal or written acceptance of our Quotation (as the case may be).

Premises: the premises or site at which we are to perform the Services.

Quotation: the description or specification (including any relevant plans, drawings and/or designs) provided by us to you (whether in writing or verbally) of the Services and/or the Materials and the Charges payable for such Services and/or Materials.

Services: the services, including the Deliverables, supplied by us to you as set out in the Quotation.

Services Start Date: shall mean:

- (a) the date set out in the Quotation, or such other date as agreed between us and you, for commencement of the supply of the Services; or
- (b) the date on which we actually commence the supply of the Services, whichever is the earlier.

Underground Utilities: any underground pipes, cables, wiring or other equipment or materials associated with the supply of electricity, gas, water (including piped sewage), sewage, telecommunications, data or any other utility, fuel or service.

2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.4 A reference to **writing** or **written** includes email but not fax.

3. BASIS OF CONTRACT

3.1 The Order constitutes an offer by you to purchase Services and/or Materials in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted either when we issue a written acceptance of the Order or we take any action in connection with beginning the performance of (or preparation for the performance of) the Services (whichever is the earlier) at which point and on which date the Contract shall come into existence (the "**Effective Date**").

3.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our marketing material or on our website, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Materials described in them. They shall not form part of the Contract or have any contractual force.

3.4 If you are a non-Consumer, these Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.5 All of these Conditions shall apply to the supply of both Services and Materials except where application to one or the other is specified.

3.6 A Quotation given by us to you shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.

4. SUPPLY OF SERVICES: GENERAL PROVISIONS

4.1 We will supply the Services to you in accordance with the Quotation in all material respects.

4.2 We will use all reasonable endeavours to meet any performance dates for the Services as specified by us, but any such dates (including, without limitation, the Services Start Date) shall be estimates only and time shall not be of the essence for the performance of the Services.

4.3 We reserve the right to amend the Quotation if necessary to comply with any Applicable Laws, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.

4.4 We warrant to you that the Services will be provided using reasonable care and skill.

4.5 If you do not allow us access to the Premises (including, without limitation, to any relevant drains, pipes, sewers and inspection chambers/pits on the Premises) to provide the Services, we may charge you for any additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to rearrange access to the Premises within a reasonable time frame, we may terminate the Contract.

4.6 Any additional Services to be provided beyond those set out in the Quotation shall be charged at our standard rates at the time of performance

and we will charge an additional fee for any materials that may be required to provide such additional Services.

5. SUPPLY OF SERVICES: SPECIFIC WORKS

Cleaning / Descaling / Flushing Through / Unblocking

- 5.1 Any removal of silt, debris, waste, oils and/or contaminated waste from the Premises, or which requires additional equipment (including, without limitation, additional vehicles) for the removal of fat deposits, grout, encrustation, concrete, builder's rubble or roots will be charged additionally at our standard rates at the time of performance, unless otherwise stated in writing.

Cleaning/Sonar Inspection Works

- 5.2 Where the Services include CCTV inspection, due to the nature of CCTV inspection, we cannot guarantee the accuracy of any CCTV inspection or measurement. A CCTV Survey will only show the interior of the sewer or pipe and will not show the exterior. Alternatively, Sonar may be used to track the route of a pipe, however Sonar by its nature may be up to 1 metre out in accuracy. CCTV inspections, measurements and surveys and Sonar tracking are intended to be for information purposes only and Dalrod shall not be liable for any actions or decisions of the Customer as a result of any CCTV inspection or measurement or Sonar tracking.

Sewer Condition

- 5.3 Dalrod shall not be liable for any deterioration, structural or otherwise, that develops or becomes apparent on any pipe we are working on, unless such deterioration is caused by our negligence.

Waste Disposal

- 5.4 Unless otherwise set out in the Quotation, the Charges do not include the removal of waste or debris from the Premises. If removal of waste or debris becomes necessary, the Customer will be responsible for the additional costs incurred by Dalrod in the removal, transporting and disposal of waste to a registered site, together with additional administrative costs. If waste is rejected by a registered site for any reason, we shall be permitted to charge you for the costs we incur in storing the waste and/or finding alternative means of disposal.

CIPP Re-lining / Patch Repairs / Dig Drain Repairs

- 5.5 Where the Services include re-lining, the Customer shall ensure that the relevant sewers and/or pipes will be free of live water prior to the Services Start Date and failure to comply with such obligation shall be treated as a Customer Default in accordance with clause 8.3.
- 5.6 Due to the nature of re-lining, there can be no delays once the lining materials have been impregnated. In the event that there are delays beyond Dalrod's control which result in lining materials which have been impregnated needing to be discarded, the Customer shall be responsible for the costs of obtaining replacement linings and the disposal of existing linings.

Hazardous Materials

- 5.7 You shall be responsible for notifying us of the presence of any hazardous materials (including, without limitation, asbestos) at the Premises before the Services Start Date.
- 5.8 You shall be responsible for complying with all Applicable Laws in relation to any hazardous materials at the Premises.
- 5.9 In the event that we incur additional costs as a result of a requirement for testing and/or removal of hazardous materials at the Premises, we shall be permitted to charge such costs to you.

Excavation

- 5.10 Where the Services include excavation works, the Customer shall provide Dalrod with complete and accurate details of any Underground Utilities at the Premises (including, but not limited to, any drawings, diagrams, plans or other information to identify such Underground Utilities).
- 5.11 Dalrod shall supply the Services on the assumption that there are no Underground Utilities present at the Premises unless the Customer has specified otherwise in accordance with clause 5.10.
- 5.12 Dalrod shall not be liable for any damage or loss caused to any Underground Utilities if the Customer has failed to notify Dalrod of such Underground Utilities in accordance with clause 5.10, and the Customer shall indemnify Dalrod for any costs or losses sustained or incurred by Dalrod arising directly or indirectly from the Customer's failure to fully comply with its obligation under clause 5.10.
- 5.13 Dalrod may rely upon scans of the area before undertaking excavation. Scans will not identify obstructions including, but not limited to, concrete, bedrock or other such obstructions. Likewise, a scan will not show whether a pipe is encased in concrete. In the event that Dalrod discovers such an obstruction, the Customer shall be liable for any additional costs incurred.

- 5.14 In the event that a pipe being excavated is encased in concrete, further damage may be caused to pipework connected to the section being excavated, due to shockwaves travelling down the concrete. Such damage is unavoidable. The Customer will be liable for the additional costs incurred in repairing any pipework so damaged, other than where such additional costs are incurred as the result of Dalrod's negligence.

6. MATERIALS

Quality of Materials

- 6.1 To the extent that the benefit of any warranties made by the manufacturer of the Materials can be assigned to the Customer, Dalrod shall, if requested by the Customer, use its reasonable endeavours to assign the benefit of such warranties to the Customer.
- 6.2 Except as set out in clause 6.1, Dalrod makes no warranty or guarantee to the Customer regarding the quality or fitness for purpose of the Materials and shall have no liability to the Customer in connection with any failure of the Materials to comply with their specification or be fit for purpose.

Title and Risk

- 6.3 The risk in the Materials shall pass to you on completion of delivery.
- 6.4 Title to the Materials shall not pass to you until we receive payment in full (in cash or cleared funds) for the Materials and any other Services that we have supplied to you in respect of which payment has become due, in which case title to the Materials shall pass at the time of payment of all such sums.
- 6.5 At any time before title to the Materials passes to you, we may require you to deliver up all Materials in your possession that have not been irrevocably incorporated into another product and if you fail to do so promptly, enter your premises or of any third party where the Materials are stored in order to recover them.

7. CHANGES TO THE SERVICES AND/OR MATERIALS

- 7.1 In the event that you wish to alter or vary the Services and/or Materials from those agreed in the Quotation after the Effective Date, you must provide details of the requested change to us as soon as possible. On receipt of this request, we will advise whether the variation or alteration would result in any amendment to the Charges or timing of the supply of the Services and/or Materials and any other information relevant to that amendment or alteration. You must then confirm within 5 Business Days of receiving notice of the revised Charges and/or timings whether you wish to proceed on the basis of the updated information, in which case, the Quotation will be varied to reflect this change. If you are a Consumer and you do not agree to the revised Charges and/or timings, you may terminate this Contract by giving notice to us in writing.

- 7.2 We reserve the right to carry out any alteration or variation to the Services if required by:

- 7.2.1 any Applicable Laws; or
- 7.2.2 the existence or discovery of any structural or similar defect or other adverse condition of the Premises that would affect our provision of the Services and/or Materials;

in which case, we will notify you. If such alteration or variation will materially change the nature or quality of the Services and/or Materials, we will notify you as soon as practicable.

8. CUSTOMER'S OBLIGATIONS

- 8.1 You will:
- 8.1.1 ensure that any information you provide in the Quotation is complete, accurate and not misleading;
- 8.1.2 co-operate with us in all matters relating to the Services;
- 8.1.3 provide us, our employees, agents, consultants and subcontractors, with unobstructed access to the entirety of the Premises and other facilities as we may reasonably require from and including the Effective Date;
- 8.1.4 provide us, our employees, agents, consultants and subcontractors, with suitable parking in order to access the Premises and ensure that such parking is free of charge. You shall be responsible for paying the cost of any parking fines which are levied on our employees, agents, consultants and subcontractors by private car park enforcement agencies or local authority enforcement;
- 8.1.5 provide us with such information as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 8.1.6 prepare the Premises prior to and during the supply of the Services to ensure that we can properly perform our obligations under these Conditions;

- 8.1.7 construct or install, or procure the construction or installation of any works to or at the Premises that are required to enable us to provide the Services (the "**Customer Works**") prior to and/or during the supply of the Services;
- 8.1.8 ensure that the Customer Works:
- (a) comply with all Applicable Laws;
 - (b) are free from any defects or faults;
 - (c) are fit for purpose;
 - (d) are of satisfactory quality in respect of their workmanship and craft; and
 - (e) are carried out using materials and equipment that are free from any defects or faults and are fit for purpose and are of satisfactory quality;
- 8.1.9 ensure that the Premises are in a safe and secure condition at all times during the provision of the Services;
- 8.1.10 ensure that vehicular access is possible to all manholes on every sewer length on which work is being undertaken as part of the Services (in the event this is not possible, the Customer will be liable for any extra costs incurred by Dalrod due to lack of access);
- 8.1.11 pay any additional charges and costs incurred by Dalrod in the event that Dalrod is required to work in any confined spaces as defined by the Health and Safety at Work etc. Act 1974, or within any manhole;
- 8.1.12 comply with all Applicable Laws, including health and safety laws;
- 8.1.13 at your expense, keep all materials, equipment, documents and other property belonging to or provided by or obtained by us ("**Dalrod Equipment**") at the Premises in safe custody, maintain the Dalrod Equipment in good condition until returned to us, and not dispose of or use the Dalrod Equipment other than in accordance with our written instructions or authorisation; and
- 8.1.14 comply with any additional obligations as set out in the Quotation.
- 8.2 Unless agreed between the parties in writing in advance of the Services being performed, it is your responsibility to obtain all relevant and necessary approvals and consents from the relevant third parties. We will not be responsible for any delay in the provision of the Services (or any part of them) arising from your failure or delay in obtaining the relevant approvals and/or consents.
- 8.3 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or any failure by you to perform any relevant obligation ("**Customer Default**"):
- 8.3.1 without limiting or affecting any other right or remedy available to us, we will have the right to suspend performance of the Services and/or delivery of the Materials until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent that the Customer Default prevents or delays our performance of any of our obligations;
 - 8.3.2 we will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 8.3; and
 - 8.3.3 you will reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.
- 8.4 For the avoidance of doubt, we will not be liable for any defect or fault in respect of the Services and/or Materials that arises out of or in connection with the Customer Works. The parties agree that you will be solely responsible for the Customer Works.
- ## 9. CHARGES AND PAYMENT
- 9.1 The Charges for the Services and/or Materials shall be as set out in the Quotation.
- 9.2 We reserve the right to increase the Charges by giving notice to you at any time before or during the performance of the Services to reflect any increase in the cost of the Services and/or Materials required for Dalrod to properly perform the Services that is due to:
- 9.2.1 any alteration or variation to the Services and/or Materials as requested by you in accordance with clause 7;
 - 9.2.2 any request by you to change the date of delivery of the Deliverables or the Services Start Date;
 - 9.2.3 any increase in the price by the manufacturer or supplier of the Materials required for the proper provision of the Services; or
 - 9.2.4 any delay caused by any instruction from you in respect of the Services or your failure to provide adequate or accurate instructions to us in respect of the Services.
- 9.3 We will notify you in the event of any increase in the Charges as a result of any circumstance in clause 7 or clause 9.2 and you will be entitled to cancel the Contract subject to the provisions of clause 15.4.
- 9.4 If you are not a Consumer, we shall invoice you for the Charges and any other sums due in accordance with these Conditions upon completion of the Services and/or delivery of the Materials, unless otherwise set out in the Quotation.
- 9.5 Unless otherwise set out in the Quotation, each invoice submitted by us in accordance with clause 9.4 must be paid within 30 days of the date of the invoice, in full and cleared funds to a bank account nominated in writing by us.
- 9.6 If you are a Consumer, we will arrange for payment to be taken on the date of completion of the Services and/or delivery of the Materials.
- 9.7 In the case of all payments, time for payment shall be of the essence of the Contract.
- 9.8 Unless otherwise specified, all amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Materials at the same time as payment is due.
- 9.9 Unless you are a Consumer, all amounts due under these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as is required by law).
- 9.10 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under the Contract, you will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.10 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.11 If you fail to make payment to us under the Contract by the due date, we reserve the right to suspend all further provision of Services and/or Materials until such time as payment is made of the outstanding invoice.
- 9.12 On termination of the Contract, the total balance of the Charges shall become due and payable by you to us immediately, less a reasonable sum for any Services and/or Materials that have not yet been provided or for which the cost has not yet been incurred by us.
- ## 10. INTELLECTUAL PROPERTY RIGHTS
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or the Deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by us. For the avoidance of doubt, we will own the Intellectual Property Rights in the Quotation including, without limitation, any drawings, plans or designs.
- 10.2 You grant to us, or will procure the grant to us of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.
- ## 11. HOW WE MAY USE YOUR PERSONAL DATA
- We will only use any personal data which you provide to us as set out in our Privacy Policy, which can be found at: <https://dalrod.co.uk/privacy-policy/>.
- ## 12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
- 12.1 Nothing in the Contract shall limit or exclude our liability for:
- 12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, subcontractors or agents;
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any other liability which cannot be limited or excluded by Applicable Laws.
- ### Limitation of liability – Consumers
- 12.2 If you are a Consumer, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, on the Effective Date, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.3 We are not liable for business losses. Business losses include but are not limited to loss of profit, loss of business, business interruption or loss of business opportunities. We will only supply the Services and/or the Deliverables to end users. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 We are not liable for any losses or damages which are suffered by you, where such losses or damages were not caused by any breach on our part. This includes for example any failure by you to take precautions against the risk of damage or theft by third parties.

Limitation of liability – Non-Consumers

12.5 If you are not a Consumer, subject to clause 12.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.

12.6 Subject to clause 12.1 and 12.5, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £100,000.

12.7 In the event that the Customer disputes the work undertaken by Dalrod, all disputes must be notified to Dalrod within 14 days of the work being carried out, or within 30 days of the invoice, whichever is the later. The Customer shall be prohibited from disputing the work undertaken or the amount of the invoice after this 30-day period, save where the Customer is dealing as a Consumer.

12.8 Save as clearly referred to above, and except where the Customer is dealing as a Consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Deliverables and/or Services, whether express or implied by statute or common law, or otherwise are excluded to the fullest extent permitted by law.

12.9 This clause 12 shall survive termination of the Contract.

13. CANCELLATION (CONSUMERS)

13.1 Please note that this clause 13 will only apply to those persons dealing as Consumers and in circumstances where the Contract has been concluded away from our premises (for example, online or by telephone).

13.2 Where the Materials and/or the Services are bespoke and made or performed wholly to your specification, and we have commenced work or incurred costs relating to the Deliverables and/or Services within 14 days of the Effective Date, the usual 14 day 'cooling-off period' for Consumers (which would otherwise give a consumer the right to cancel a contract concluded away from a supplier's premises within 14 days) will not apply to this Contract. If we have not commenced such work or incurred costs during the 14 day period, you may cancel the Contract in accordance with clause 13.3.

13.3 Where the Materials and/or Services are not bespoke or made wholly to your specification, you may cancel the Contract within 14 calendar days of the Effective Date without charge, provided always that we have not commenced any of the Services or ordered any of the Materials.

13.4 If you would like us to start work within 14 days of the Effective Date, you will still have the right to cancel but if you do cancel within this 14 day period, you will be required to pay us an amount to cover the Services we have already performed or completed (including, without limitation, any costs or expenses that we have incurred in ordering Materials). In these circumstances, you acknowledge and agree that we are authorised to commence the Services during the 14 day cancellation period.

14. CANCELLATION (OTHER CASES)

14.1 Please note that this clause 14 will apply to instances which do not fall under clause 13.1.

14.2 Prior to the Services Start Date, the Customer may cancel this Contract at any time by giving Dalrod written notice. Should the Customer cancel the Contract in accordance with this clause 14.2, the Customer shall reimburse Dalrod promptly on demand for all costs and expenses incurred by Dalrod up to the point of the Customer's notice in preparing for the Services to be provided (including in ordering Materials), together with a reasonable sum in respect of Dalrod's wasted management and administration time.

14.3 From and including the Services Start Date, the Customer may not cancel this Contract, save for as set out in the termination provisions in clause 15 of these Conditions.

15. TERMINATION

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

15.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

15.1.2 the other party (not being a Consumer) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

15.1.3 the other party (not being a Consumer) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

15.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

15.1.5 an unexpected event, as described in clause 18.1 has continuously persisted without interruption for a period of 90 days.

15.2 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:

15.2.1 you fail to pay any amount due under the Contract on or before the due date for payment;

15.2.2 you fail to provide safe and secure access to its Premises to enable us to properly perform the Services;

15.2.3 you (being an individual) are subject to any bankruptcy petition, application or order, or, if the step is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

15.2.4 where you are not an individual, there is a change of control; or

15.2.5 where there is an ongoing state of Customer Default, and you have failed to remedy the Customer Default within 28 days of us having notified you in writing requesting that you remedy the Customer Default.

15.3 Without affecting any other right or remedy available to us, we may suspend the supply of Services under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 15.2.2 (if you are not a Consumer) or clause 15.2.3 (if you are an individual), or we reasonably believe that you are about to become subject to any of them.

15.4 In the event that you wish to cancel the Contract in the circumstances set out in clauses 7 or 9.2 you shall inform us prior to any additional works being carried out and as soon as possible by giving written notice to us. Any monies paid by you up to the date of cancellation will be refunded (without interest) less such reasonable sum for any Deliverables obtained and/or provided and/or any Services performed and any other costs incurred by us up to that date.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract:

16.1.1 subject to clause 9.12, you will immediately pay to us all sums under all of our outstanding unpaid invoices and interest and, in respect of Services and/or Materials supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

16.1.2 you will return all of the Dalrod Equipment and any Deliverables and/or other materials which have not been fully paid for by you. If you fail to do so, then we may enter the Premises (or the premises at which the Dalrod Equipment is being stored) and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall continue in full force and effect.

17. SUBCONTRACTING

17.1 Dalrod shall be permitted to subcontract any or all of its obligations under the Contract without the prior written consent of the Customer.

17.2 Dalrod shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by the subcontractors as if they were its own.

18. GENERAL

18.1 **Unexpected events.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. Unexpected events include but are not limited to flood, earthquake, natural disaster, epidemic or pandemic, terrorist attacks, civil war or riots or war.

18.2 Assignment and other dealings.

18.2.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.

18.2.2 Unless you are a Consumer and we have provided our written consent, you will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract.

18.3 Entire agreement (applicable only to non-Consumers).

18.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.3.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.3.3 Nothing in this clause shall limit or exclude any liability for fraud.

18.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.7 Notices (non-Consumers).

18.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to its main email address.

18.7.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

18.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.8 **Notices (Consumers).** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and, if being

given by you to us, shall be sent to the contact details provided in clause 2.

18.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

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