

# Conditions of Contract



## 1. Definitions

- 1.1 ECUS means ECUS Ltd whose registered office is Endcliffe Holt, 343 Fulwood Road, Sheffield S10 3BQ. Reference to ECUS includes its staff, agents and subcontractors.
- 1.2 The Client means "the party entering into a contract with ECUS Ltd".
- 1.3 The Proposal means "the offer of work to be carried out in accordance with the Client's enquiry".

## 2. Price

In consideration of ECUS undertaking the work set out in the Proposal the Client agrees to pay the fees, costs and all other expenses as set out in the Proposal. VAT is not included and will be charged to the Client at the appropriate rate. Unless stated otherwise in the Proposal, travel and subsistence costs incurred on project business will be charged extra.

## 3. Time for Payment

Payment in respect of work carried out in accordance with Clause 2 above shall be made within 30 days of the date appearing on the invoice. ECUS Ltd understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if ECUS Ltd is not paid according to the above terms. Cheques should be crossed and made payable to ECUS Ltd.

## 4. Confidentiality

All information communicated by the Client in connection with either the Proposal or work carried out or to be carried out pursuant to the Proposal shall be treated by ECUS as confidential and such information shall not be made known to any person other than a person who is necessarily either associated with the Proposal or with work carried out or to be carried out pursuant to the Proposal as the case may be.

## 5. Publication

Neither ECUS nor the Client shall use the name of the other in any publicity material nor publish anything relating to work being undertaken pursuant to the Proposal without the prior written permission of the other (such permission not to be unreasonably withheld).

## 6. Disclaimer of Liability

- 6.1 Whilst ECUS will exercise reasonable care to ensure the accuracy of the advice, information and drawings provided in connection with the Proposal, ECUS's liability for any loss (other than personal injury to the client) suffered by the client as a result of reliance on the advice, information or drawings, whether caused by ECUS negligence or otherwise, shall be limited in accordance with the ECUS's insurance.
- 6.2 ECUS makes no representation or warranty that advice given by its servants or agents or the use of any information provided in connection with the Proposal will not result in infringement of third party rights and ECUS does not accept any responsibility whatsoever for infringement of such rights.

## 7. Risk

- 7.1 Unless otherwise specified in the Proposal the price of goods and/or work is Ex Works and the goods shall be at the sole risk of the Client from the time they leave ECUS premises which shall be the time of delivery.
- 7.2 Where ECUS delivers goods to the Client's premises or elsewhere as directed by the Client, the goods shall be at the sole risk of the Client as from the time of delivery as aforesaid in this sub-Clause.

## 8. Delivery

- 8.1 ECUS will use its best endeavours to comply with any date or dates for despatch or delivery of the goods or completion of the work as stated in the Proposal and such date or dates shall constitute only statements of expectation and shall not be binding. Failure to despatch or deliver the goods or complete work by such date or dates shall not constitute a breach of contract and the Client shall not be entitled to treat the contract as thereby repudiated or to rescind it or claim compensation for such failure or for any consequential loss or damage therefrom.

- 8.2 Should expedited delivery of goods or services be agreed and necessitate overtime or other additional cost, an extra charge may be made over and above that shown in the Proposal.

- 8.3 Should work in pursuance of the Proposal be suspended at the request of or delayed through any default of the Client for a period of 30 days or more ECUS shall then and in that event be entitled to payment for work already carried out, materials specifically purchased and settlement costs for staff recruited specifically in connection with the Proposal.

- 8.4 If ECUS is prevented or hindered from supplying the goods or any part thereof or completing the work in accordance with the Proposal by any circumstance beyond its control, including (without limiting the foregoing) the securing of labour, materials or supplies, Act of God, War, Strike, Lockout or other labour disputes, Fire, Flood, Drought, Legislation or other cause, the contract shall be subject to cancellation or variation but ECUS shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result.

## 9. Property

The goods and other property including intellectual property shall remain the property of ECUS until the purchase price for them shall have been paid or satisfied in full.

## 10. Clients Property

Except where loss or damage arises from the negligence ECUS its servants or agents property supplied to ECUS or on behalf of the Client will be held and worked upon by ECUS at the Client's risk.

## 11. Indemnity

The Client shall indemnify and keep indemnified ECUS its servants or agents against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by ECUS, its servants or agents in connection with the carrying out of work pursuant to the Proposal which arise as a result of or due to the negligence of the Client its servants and agents. This condition shall survive the termination of any contract made pursuant to acceptance of the proposal.

## 12. Copyright

Copyright in all original drawings designs proposals reports and other written matter whether made pursuant to the Proposal or otherwise remains vested in ECUS but ECUS shall grant to the Client free of charge for the applications or field of use specified in or covered by the Proposal, use of such drawings designs proposals reports or other written matter.

## 13. Intellectual Property

Ownership of all Patentable Inventions and Improvements thereto which arise from work carried out by ECUS pursuant to the Proposal shall vest jointly in ECUS and the Client and the share of benefits accruing from the exploitation of such Inventions and Improvements shall be the subject of negotiation between ECUS and Client.

## 14. Law

These Conditions together with the Proposal shall be governed by and constructed in accordance with the Laws of England.

## 15. Entire Agreement

Upon acceptance of the Proposal this Agreement together with the Proposal shall constitute the entire agreement between ECUS and the Client.