

These are the standard Terms and Conditions which apply to all service and maintenance and/or consultancy services provided by us, Acteniq Ltd, a company registered in England and Wales under number 16492099, whose registered office address is Valley View Tugby Orchards Business Centre, Wood Lane, Tugby, Leicestershire, England, LE7 9WE (“the Company/we/us/our”).

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client/You/Your” means you, the business, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business will be the Client in the context of this Contract;

“Equipment” means any equipment which we have agreed to service, as set out in the Proposal;

“Premises” means the premises where the Services are to be carried out, where applicable;

“Proposal” means our proposal to provide the Services which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of work; and

“Services” means the service and maintenance and/or consultancy services to be provided by us to you as detailed in clause 4 and 5 below.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails and text messages;

1.2.2 “Contract” is a reference to the contract entered into between you and us which incorporates, and is subject to, these Terms and Conditions;

1.2.3 “Terms and Conditions” is a reference to these Terms & Conditions as may be amended or supplemented at the relevant time;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and

1.2.5 a clause is a reference to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number include the plural and vice versa.

**2. The Contract**

2.1 We will provide you with a Proposal for our Services. The acceptance of this by you, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us.

2.2 Our Proposal is based on the information you provide to us at the time we prepare it. Should any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.3 Our Proposal is based on our Services being carried out during our normal working hours. Works required outside of these hours will incur additional costs.

2.4 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.5 Any timescales we provide are a guideline only and are not of the essence of the Contract.

**3. Term**

3.1 Where the Services are on a retained basis, the Contract will begin on the start date specified in the Proposal and will continue for the minimum term specified in the Proposal. After the minimum term, the Contract will be automatically renewed and will continue on a rolling basis for the same term as the initial term unless it is cancelled or terminated in accordance with clause 9.

3.2 After the expiry of the minimum term, we reserve the right to adjust our pricing and thereafter will adjust this on an annual basis by giving

written notice to you.

3.3 If the Premises or any Equipment changes during the minimum term, or any renewed term, please notify us as soon as possible.

3.4 The Contract will not be deemed automatically to cover any additional Equipment that you may purchase (from us or a third party) during the term of the Contract.

3.5 If you move to a new Premises, you need to tell us as soon as possible. We may start a new Contract, transfer your current Contract to your new address or cancel it, at our discretion.

**4. Servicing and Maintenance**

4.1 When we begin our Services, we may discover that additional works are required due to, for example, unforeseen circumstances, legal requirements or the discovery of asbestos-related materials within the area, and in this event, we will provide you with a further Proposal for the additional works within 7 days.

4.2 We will provide our Services in a timely manner and in accordance with industry best practice.

4.3 If we receive a request for a call out in the event of a breakdown, we will respond to the call out as soon as reasonably possible. Should you deem the issue to be an emergency we endeavour to respond to you sooner however we cannot guarantee we will be able to repair any fault within this time but will instead keep you informed of progress throughout and will endeavour to provide a temporary solution if necessary.

4.4 If, in our reasonable opinion, we consider that any Equipment cannot be repaired economically or any Equipment or parts become obsolete and we notify you of this, we will not be required to carry out any Services in relation to that Equipment.

4.5 If your Equipment is covered by a third party warranty, it is your responsibility to make sure that any Services we provide do not affect that warranty.

4.6 Where Equipment or parts have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer’s guarantee or warranty (if any). This is subject to payment having been received by us in accordance with clause 8.

**5. Consultancy Services (where applicable)**

5.1 We cannot guarantee the success or outcomes of any of the Services to be provided. We will provide you with advice and guidance, however, we cannot accept responsibility for the application of such advice or guidance, or for any actions taken as a result, nor can we be held liable for any consequences should our advice not be taken.

5.2 Where any Services are to be delivered online, you will need to ensure you have an adequate and secure internet connection in order to take part. We cannot be held responsible for the quality and/or outcomes of the Services provided in the event of connectivity issues.

5.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet your changing needs or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

**6. Your Responsibilities**

6.1 You agree to:

6.1.1 provide us with accurate information, advice and assistance relating to the Services as we may reasonably require within sufficient time in order to enable us to carry out the Services;

6.1.2 provide us with access to the Premises and the Equipment (where applicable) at all times during which we reasonably require such access in order to provide the Services. If you are not at the Premises when we attend it, you must make sure that there is someone else present who can give instructions to us on your behalf. If we are unable to gain access to the Premises or the Equipment, this will be considered an aborted visit and we will charge for this at our standard rate in place at the time. It will be your responsibility to rearrange our visit; and

- 6.1.3 take all reasonable precautions to protect the health and safety of our employees, agents and sub-contractors while on your Premises.
- 6.2 If you fail to meet any of the provisions of this clause 6, without limiting our other rights and remedies, we shall:
- 6.2.1 have the right to suspend performance of the Services until you remedy the default;
- 6.2.2 not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of your obligations as a result;
- 6.2.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from your default.
- 7. Variation and Amendments**
- 7.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will endeavour to make any required changes and will invoice you for any additional costs we incur as a result.
- 7.2 If we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
- 7.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase required as a result of an agreed variation or amendment will be payable in accordance with the terms for payment above.
- 8. Fees and Payment**
- 8.1 The fees are payable in accordance with any payment terms set out in the Proposal, alongside these terms of payment.
- 8.2 You agree that we may obtain, retain and provide third parties, references as to your financial standing before offering any payment terms.
- 8.3 We reserve the right to change payment terms and to offer, reject, amend and or withdraw any credit facilities upon review at any time without notice and or explanation.
- 8.4 We reserve the right to request a deposit at the time the Contract is formed. Please note where this applies we will not commence or schedule the Services until such time as this has been paid in full.
- 8.5 All invoices are payable in pounds sterling, by bank transfer, within 14 days from the date of invoice, unless otherwise specified, without any set-off, withholding or deduction.
- 8.6 We will quote for any additional Services you ask us to carry out that are not included in your Contract, and these will need to be accepted by you in writing before we can go ahead with the works.
- 8.7 The time of payment is of the essence. If you fail to make any payment to us by the due date then, without prejudice to any right which we may have under any statutory provision in force from time to time, we will have the right to suspend the Services, shut down your website and reuse the domain name (where applicable) and charge you interest at a rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will be calculated on a daily basis and will accrue after as well as before any judgment. We also reserve the right to charge for any costs we incur in attempting to recover the outstanding debt.
- 8.8 We reserve the right to withhold all reports, testing, certificates, guarantees, warranties or any other handover paperwork until we have received payment of the total Contract sum.
- 9. Cancellation and Termination**
- 9.1 For any retained services, there will be a minimum term as set out in writing, in line with clause 3.1. If you wish to cancel the Contract for any reason during the minimum term, you will be required to pay for, and the Services will continue, until the end of the minimum term.
- 9.2 The Contract will then automatically renew on a rolling basis, unless you contact us in writing to cancel, giving at least 3 months' notice of the cancellation.
- 9.3 For all ad-hoc services provided by us if you wish to cancel the Contract and we have carried out any work for you, you will have to pay for the Services we have carried out and any other costs incurred by us as a result.
- 9.4 We reserve the right to cancel the Contract for any Services for any reason by giving you no less than 7 days' notice. In the event we have provided Services that you have not yet paid for, such sums will become immediately due and payable. In the event you have paid for Services we have not yet provided, we will refund such sums to you within 14 days.
- 9.5 Either Party has the right to terminate any Services immediately by giving written notice if the other Party:
- 9.5.1 has committed a material breach of the Contract unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 9.5.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 9.6 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 9 on a pro-rata basis.
- 10. Liability and Indemnity**
- 10.1 Subject to this clause 10, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We accept no liability in respect of the following:
- 10.2.1 damage due to causes beyond our control including, but not limited to, any event listed in clause 13;
- 10.2.2 loss or damage to the Premises or Equipment, where this is caused by you or any third party not authorised by us; and
- 10.2.3 damage or deterioration arising out of normal wear and tear.
- 10.3 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 10.4 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.5 We are not responsible for any pre-existing faults or damage in or to your Premises or Equipment that we may discover while providing the Services.
- 10.6 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies of the Client will be limited to damages, which in any event, shall not exceed the fees and expenses paid by the Client for the Services in previous 12 months.
- 11. Documentation and Advice**
- 11.1 All documentation we prepare will be based on information provided by you and will be legally accurate as at the date of their preparation. We cannot be held liable for any delays, errors, or any other adverse consequences where you have provided incorrect information or failed to provide information necessary for us to give our professional advice.
- 11.2 We include for any documentation to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges. We shall retain title to the documentation until all payments as detailed above have been paid in full.
- 12. Confidentiality:** The Parties acknowledge that throughout the duration of the Contract, they may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless authorised by the other Party in writing.

**13. Events Outside of Our Control:** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

**14. Communication and Contact Details**

14.1 If you wish to contact us with questions or complaints, you may contact us by email at [operations@acteniq.com](mailto:operations@acteniq.com).

14.2 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.

**15. How We Use Your Personal Information**

15.1 All personal information that we may process will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, and any amendments to them. For further information, please refer to the privacy policy on our website.

15.2 If you are providing us with the personal data of any other person, it is your responsibility to obtain the consent of those persons to pass their data to us, as a third party. We will only process, store and hold such data to perform our obligations under the Contract and will not use it for any other purpose.

**16. Assignment and Sub-Contracting**

16.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.

16.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent. Where we sub-contract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

**17. Other Important Terms**

17.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party, who will remain bound by them. You may not assign your obligations and rights under these Terms and Conditions (or under the Contract, as applicable) without our written permission.

17.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

17.3 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.

17.4 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

**18. Governing Law and Jurisdiction**

18.1 These Terms and Conditions and the Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.

18.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.