



Standard Terms & Conditions for Sale of Services

Definitions

In this document the following words shall have the following meanings:

"Buyer" means the organisation or person who buys Services

"Services" means the services sold and provided to the Buyer by the Seller;

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

"Seller" means High Tide Consulting Limited trading as High Tide Group, Lingfield House, Lingfield Point, Darlington DL1 1RW

General

These Terms and Conditions shall apply to provision of Services by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

Price and Payment

The price shall be the Price quoted in writing and sent to the Buyer via email, post or delivered by hand unless otherwise agreed in writing between the parties. The price is exclusive of VAT or any other applicable costs.

Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.

Where credit is offered payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before commencement of provision of Services by the Seller.

The Seller shall be entitled to charge statutory interest on overdue invoices from the date when payment becomes due from day to day until the date of payment. The Seller shall also be entitled to claim compensation for the recovery costs incurred due to late payment.

If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- a) require payment in advance of commencement of provision of Services in relation to the provision of future services;
- b) refuse to continue to provide any agreed Services without incurring any liability whatever to the Buyer for non-provision or any delay in provision;

Description

Any description given or applied to the Services is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

Delivery

Unless otherwise agreed in writing, provision of the Services shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer.

If the Seller is unable to provide the Services because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to rearrange a commencement date to suit the Seller without penalty from the Buyer.

LIMITATION OF LIABILITY

The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price.

Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the provision of Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.