

Terms and Conditions

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions:

Contract: means the contract for the provision of the Works and Materials incorporating these Conditions;
Commencement Date: means the commencement date specified in the Quotation;
Customer: means the person, firm or company named on the Quotation for whom MMES 2012 Ltd has agreed to provide the Works and materials in accordance with these terms;
Document(s): includes, in addition to a document in writing, a map, plan, design, drawing, picture or other images. Or any other record of any other information in any form;
Materials: any materials agreed to be supplied to the Customer by MMES 2012 Ltd;
Operative: an employee or sub-contractor of MMES 2012 Ltd;
Quotation: MMES 2012 Ltd written quotation attached to these terms and conditions;
Works: any services agreed to be supplied to the Customer by MMES 2012 Ltd;
Supplier's Charges: means the charges specified in the Quotation

1.2 The headings in these Conditions are for convenience only and shall not affect their Interpretation

2. PERFORMANCE OF WORKS

2.1 MMES 2012 Ltd shall provide the Works and Materials to the Customer subject to these Terms and Conditions. Any changes or additions to the Works and Materials or these Terms and Conditions must be agreed in writing and signed by MMES 2012 Ltd and the Customer.
2.2 MMES 2012 Ltd will agree a date and a time for commencement of the Works with the Customer and shall use a reasonable endeavours to ensure that its Operatives attend on the date and at the time set out in the Quotation.
2.3 Any dates and times specified by MMES 2012 Ltd for completion of the Works are an estimate only and time shall not be of the essence in this regard.
2.4 The Works and Materials shall be provided for in accordance with the Quotation and where applicable in accordance with MMES 2012 Ltd.'s published literature relating to the Works and Materials from time to time but subject to these Terms and Conditions.
2.5 MMES 2012 Ltd may correct any typographical or other errors or omissions in the promotional literature, Quotation or any other document relating to the provision of the Works and Materials without incurring any liability to the Customer.
2.6 MMES 2012 Ltd may at any time without notifying the Customer make any changes to Works and Materials which are necessary to comply with any applicable laws, health and safety legislation, or other statutory requirements, or which do not materially affect the nature or quality of the Works and Materials.

3. DELIVERY OF MATERIALS

MMES 2012 Ltd not be liable for any losses, however caused, arising from any delay in the delivery of the Materials nor shall any delay entitle the Customer to terminate or rescind the

Contract

4. RISK/TITLE

4.1 The Materials shall be at the risk of the Customer from the time of delivery.
4.2 Ownership of the Materials shall not pass until MMES 2012 Ltd has received full payment for the Materials together with all other sums which are due to MMES 2012 Ltd.
4.3 Until ownership of the Materials has passed to the Customer, the Customer shall:
(a) Hold the Materials on a fiduciary basis as MMES 2012 Ltd.'s bailee;
(b) Store the goods (at no cost to MMES 2012 Ltd) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as MMES 2012 Ltd.'s property;
(c) Not destroy, deface or obscure any identifying mark or packaging on or relating to the Materials; and
(d) Maintain the Materials in satisfactory condition and keep them insured on MMES 2012 Ltd.'s behalf for the full price against all risks to the reasonable satisfaction of MMES 2012 Ltd. On request the Customer shall produce the policy of insurance to MMES 2012 Ltd.
4.4 The Customer's right to possession of the Materials shall terminate immediately if:
(a) The Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; or
(b) Has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof; or
(c) Documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
(d) A resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
(e) The Customer suffers or allows any execution whether legal or equitable to be levied on his/its property or obtained against him/it fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Customer; or
(f) Is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
(g) The Customer encumbers or in any way charges any of the materials

5. PAYMENT

5.1 Subject to any special terms subsequently agreed, MMES 2012 Ltd shall invoice the Customer for the Works and Materials together with any additional expenses and VAT either in full on completion of the Works or at such intervals as may be set out and agreed in the Quotation.
5.2 The total charge to the Customer should not exceed the Quotation unless:
(a) the Customer instructs MMES 2012 Ltd (whether orally or in writing) to carry out additional works not specified in the Quotation; or
(b) there is an increase in the price of Materials; or
(c) it is discovered that further works need to be carried out which were not anticipated when the Quotation was prepared and agreed; or
(d) Operatives work outside of normal working hours and such additional hours are not taken into account in the Quotation.
5.3 The Customer shall pay each invoice submitted to it (together with any applicable Value Added Tax, and without set-off or other deduction) within 30 days of receipt and time for payment shall be of the essence of the Contract
5.4 If the Customer fails to pay MMES 2012 Ltd on the date due, MMES 2012 Ltd may charge interest, without limiting any other rights it may have, on such sum (both before and after any judgment) at the annual rate of 8% above the base lending rate of HSBC plc. accruing on a daily basis until payment is made.

6. INTELLECTUAL PROPERTY RIGHTS

The property and any copyright or other intellectual property rights in the Documents belong to the Supplier subject only to the right of the Customer to use the Documents solely for the purpose of utilising the Works and Materials and the Customer shall acknowledge MMES 2012 Ltd.'s copyright to the Documents.

7. WARRANTIES AND LIMITATION

7.1 MMES 2012 Ltd warrants the Customer that the Works and Materials shall be of satisfactory quality and be fit for purpose.
7.2 Where MMES 2012 Ltd supplies in connection with the Works and Materials any goods supplied by a third party, MMES 2012 Ltd does not give any warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise.
7.3 MMES 2012 Ltd warrants that it shall carry out any necessary remedial works for the Customer after completion for a period of 6 months free of charge.
7.4 The warranty in condition 7.3 above shall only apply in respect of faulty workmanship attributable to MMES 2012 Ltd.
7.5 Except in respect of death or personal injury caused by MMES 2012 Ltd's negligence, or as expressly provided in these Terms and Conditions, MMES 2012 Ltd shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damages, costs, expenses or other claims (whether caused by the negligence of MMES 2012 Ltd, its servant or agents or otherwise) which arise out of or in connection with the provision of the Works and Materials or their use by the Customer, and the entire liability of MMES 2012 Ltd under or in connection with the Contract shall not exceed the amount of the invoice for the provision of the Works and Materials, except as expressly provided in these terms.
7.6 MMES 2012 Ltd shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of MMES 2012 Ltd.'s obligations in relation to the Works and Materials, if the delay or failure was due to any act of the Client or any other cause beyond MMES 2012 Ltd.'s reasonable control.

8. TERMINATION

8.1 MMES 2012 Ltd may terminate the Contract immediately and without further liability to the Customer, on giving written notice if the Customer fails to pay any amount due under the Contract on the due date for payment.
8.2 On termination of the Contract for any reason the Customer shall immediately pay to MMES 2012 Ltd all outstanding sums already invoiced. In addition and in respect of Works and Materials for which no invoice has yet been submitted, the Customer shall also pay such invoice immediately on receipt.

9. GENERAL

9.1 These Terms and Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
9.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
9.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
9.4 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
9.5 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English Courts.
9.6 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this Agreement.