

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

PARTIES	yoppum Limited ("we", "yoppum" or "us") Our customer ("you", "the Client" or "your"), together, "the Parties"
THE CONDITIONS	The Conditions are these terms and conditions of contract, (also, "the Contract")
PROPERTY	The Property means your property where the Works are to be carried out.
THE QUOTATION	The quotation is the quote given by Yoppum to you for the Works.
THE WORKS	The Works are the goods/and or services to be undertaken at the Property as more particularly set out in the Quotation
THE GOODS	The Goods purchased by you and supplied to us for installation at the Property in accordance with the Works
THE MATERIALS	The building materials supplied by us in order to carry out the Works as more particularly set out in the Quotation.

1. FORMATION OF CONTRACT

- 1.1 You shall be provided with a Quotation for the Works. The Quotation issued by us is an invitation to you to place an order with us for the Works. Unless otherwise agreed between the Parties, the Quotation shall remain open for thirty (30) days from the date of issue (which will be by email).
- 1.2 On acceptance of the Quotation by any means, these terms and conditions shall immediately apply and the legally binding Contract shall be formed.
- 1.3 These Conditions may not be modified or varied unless we agree in writing and we shall not be deemed to accept any other conditions nor waive any of the Conditions by failing to object to provisions contained in any order or other communication from you.
- 1.4 The Conditions constitute the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it 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 Conditions.

2. PRE-PAYMENT

- 2.1 All Works over £2,500.00 (including VAT) require a minimum 25% pre-payment ("Pre-payment") to be made to yoppum prior to any Works commencing.
- 2.2 The Pre-payment must be made prior to the commencement of the Works or the purchase of any Materials. .
- 2.3 This Pre-payment is specific to the Works, an amount in excess of 25% may be required.
- 2.4 yoppum reserves the right to increase the amount of the Pre-payment with 7 days written notice.

3. SUBCONTRACTING

- 3.1 We may at any time, subcontract or deal in any other manner with all or any of our rights under these conditions and may subcontract or delegate any or all of our obligations under this Contract, to any third party or agent but we shall remain responsible for the contractual acts and defaults of our subcontractors.
- 3.2 We shall not assign, transfer, mortgage, charge and you may not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of our/your rights or obligations under any contract to which these conditions apply.
- 3.3 No person other than a party to a contract to which these conditions apply shall have any rights to enforce its terms.

4. THE WORKS

- 4.1 We will provide the Materials in order to carry out the Works in accordance with the Quotation.
- 4.2 We shall use reasonable endeavours to complete the Works in a timely manner.
- 4.3 We shall not, in any circumstances, be responsible for any damage (whether liquidated damages or otherwise) that you may suffer under any other contract even if this is caused by our delay.
- 4.4 Delays among other things could be caused by weather, manufacturer and sub-contractor lead times, supply chains, deliveries, slow decision making by you or your representative.
- 4.5 In the event of any dissatisfaction with any work executed, such dissatisfaction should be notified to us in writing within one week of receipt of our invoice in respect of the work in question. Failure to notify shall be deemed to indicate satisfaction on the part of you with the work done.

5. THE GOODS

- 5.1 It is your responsibility to ensure that the Goods provided by you are brought to the Property in a timely manner, free from any defects and before they are required for yoppum to complete the Works.
- 5.2 yoppum has trade accounts at certain suppliers which may be able to achieve a reduction in the price of the Goods. In the event that you take advantage of this trade account, you shall be responsible for the payment of the Goods directly to the Supplier. Further, as the direct purchaser of the Goods, you are responsible and remain responsible for the condition of the Goods on delivery.
- 5.3 There are some instances where in order to achieve the trade discount, yoppum shall directly pay for the Goods and shall invoice you accordingly. You are fully responsible for the payment of these Goods and the invoice must be paid immediately upon receipt. Again, as set out at clause 5.2, you are responsible and remain responsible for the condition of the Goods on delivery.
- 5.4 You shall be responsible for any delay caused to yoppum in the late delivery of any goods or materials including the Goods to be provided by you and the terms of the Delay clause shall apply.
- 5.5 In the event that yoppum has ordered Goods on your behalf further to clause 5.3 or in general, yoppum shall add an administration fee of 20 percent (20%) of the overall cost of the Goods (excluding VAT).

- 5.6 In the event that any Goods provided by you are defective, unsuitable, do not fit in any way or you change your mind on their suitability ("the Defective Goods"), this remains your issue and responsibility to deal with at all times. Further, if the Defective Goods should cause yoppum any delay, the terms of the Delay clause shall apply.
- 5.7 In the event that the Defective Goods are required to be removed after installation by yoppum for any reason whatsoever, you shall be responsible for yoppum's direct costs for doing so and the terms of the Delay clause shall apply.
- 5.8 For the avoidance of any doubt, yoppum is unable to store any Goods on behalf of the Client.

6. VARIATIONS/EXTRAS

- 6.1 Further to clause 1.2, once you have accepted the Quotation, the specification of the Works may only be changed in accordance with the Conditions.
- 6.2 If you request any change to the specification of the Works or we consider that additional works are necessary in order to continue the Works, ("the Extras"), we will issue a revised quotation/estimate for the Extras.
- 6.3 We shall not be obliged to start work on the Extras until that further quotation/estimate has been accepted by you and/or we have accepted the Extras as a variation of your order.
- 6.4 Clause 6.2 and clause 6.3 shall apply unless:
- (i) we consider an Extra is urgent in order to comply with any applicable law or safety requirement, or
 - (ii) it does not materially affect the nature, cost or quality of the Works.
- 6.5 We shall notify you of the Extras at the earliest opportunity.
- 6.6 The Extras will be invoiced to you as soon as clause 6.3 applies, which for the avoidance of any doubt shall be immediately ("the Extra's Invoice").
- 6.7 Pursuant to clause 10.1, the Extra's Invoice shall be paid within seven calendar (7) days of being issued to you by email.
- 6.8 We retain the right to decline any variations or additional work in addition to the Works.

7. PERMISSIONS

- 7.1 It is your responsibility to arrange relevant planning permission, building control and any utility changes (eg Thames Water). If planning permission is required for the Work, yoppum may request to see proof that this has been agreed prior to beginning the Work.
- 7.2 You must also obtain any relevant permission from for example, but not limited to, freeholder's, other leaseholders and any other 3rd parties with interests on the Property. yoppum cannot be held liable for any works undertaken where permissions were not obtained prior to the commencement of the Works.

8. PRICES

- 8.1 Rates given in Quotations are based on the rates current at the time of the Quotation.
- 8.2 There may be an increase in the rates as set out in the Quotation before the commencement of the Works due to unforeseen circumstances that cause the cost of labour, materials or plant to rise without reasonable warning.

9. VALUE ADDED TAX

- 9.1 Where chargeable, Value Added Tax will be charged at the rate or rates applicable during the period over which the Work is carried out.

10. PAYMENT TERMS

- 10.1 Our terms of payment are strictly seven (7) calendar days from the date of our invoice ("the Payment Due Date") or as set out in the Quotation. If the 7th day shall fall on a weekend or a bank holiday, the Payment Due Date shall be the Friday of the week before the bank holiday or in the case of Easter, the Thursday.
- 10.2 Payment shall be made to a bank account nominated in writing by us and in our name.
- 10.3 Time for payment shall be of the essence of the Contract.
- 10.4 All invoices shall contain all reasonable supporting information required in order to verify the accuracy of the invoice.
- 10.5 If any invoice is not paid in full by the Payment Due Date, then we shall have the right (in addition to any other rights we may have):
- (i) to immediately suspend the Works until any outstanding amount is paid;
 - (ii) to demand immediate payment of all sums owed to us whether or not the same have fallen due;
 - (iii) to be paid interest (both before and after judgment) from day to day on any sums due to us which remain unpaid at the rate of eight (8) per cent per annum above the base rate of Lloyds Bank plc from time to time from the due date until payment in full is made. The Parties acknowledge and agree that this is a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.6 In addition to our rights as contained at clause 22, in the event that you fail to comply with the Payment Due Date on a number of occasions or the Payment Due Date has passed by in excess of fourteen (14) calendar days, we shall be entitled to terminate the Contract without any reference to you.
- 10.7 We may need to park on a public highway in order to access the Property or at a location in order to obtain goods and or materials for the Works. You shall be responsible for any parking charges incurred by us and shall reimburse yoppum immediately on production of a valid receipt.
- 10.8 You shall not at any time be entitled to withhold any sums as a form of retention or for any other reason.
- 10.9 Any certificates and/ or registrations shall only be issued once all final payments under the Contract have been made by you to yoppum.

11. TITLE TO GOODS AND MATERIALS

- 11.1 Until we have been paid in full for the Works, all goods and materials delivered to you by us are subject to the following conditions:
- (i) all such goods and materials remain our property although the risk therein passes to you at the time when delivery is made;

- (ii) until such time as the property in the goods and materials passes to you, you shall keep the goods and materials as our fiduciary agent and bailee, and shall keep the goods and materials separate from those of you own and third parties and properly store, protect, insure and identify as our property;
- (iii) we may recover such goods and materials at any time from you if any monies due and owing from you to us remain unpaid and for that purpose our servants and agents shall be entitled to enter upon any land or building upon or within which the goods or materials are situated;
- (iv) if such materials have been incorporated into other products, with the addition of your materials or those of others, the property in those products is upon such incorporation ipso facto transferred to us and you, as bailee of them for us, shall store the same for us in a proper manner and without charge to us.

12. ACCESS

12.1 You shall:

- (i) provide us and our representatives, safe and unobstructed access to the Property to facilitate delivery of goods and materials, unloading and storage and to perform the Works; and
- (ii) clear and prepare the Property for the supply of the Works and provide suitable facilities for the safe storage of materials on the Property.

13. VALUABLES

- 13.1 yoppum will endeavour to protect existing surfaces with the use of dustsheets and loose plastic sheeting for example along with care in our working practice.
- 13.2 It is strictly noted that responsibility for protection from damage of any existing surface, flooring and/or fabrics for example is your responsibility.
- 13.3 Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost.
- 13.4 We strongly recommend that you move any expensive or sentimental items before any work commences. We specifically advise you to keep all valuables and expensive items safe and secure for the duration of the Works and yoppum takes no responsibility for the same.
- 13.5 If we are required to move furniture to undertake the Works, we will not be held responsible for any breakages or stains that may occur.
- 13.6 In addition to clause 13.4, yoppum shall not be held liable for any theft or loss of any items at the Property during the duration of the Works.

14. USE OF AMENITIES

- 14.1 Unless otherwise expressly agreed in writing, Quotations are given and work undertaken on the basis that you will provide (without making any charge to us) reasonable access to and use of such amenities as shall be necessary for the proper execution of the Work including (but without limitation) water, electricity, internet and toilets.

- 14.2 In the event that you cannot provide yoppum with toilet facilities for the duration of the Works, yoppum will arrange for temporary facilities to be delivered to the Property. The direct cost of which will be borne by you and further to clause 10.1, invoiced by us.

15. DELAY

- 15.1 If yoppum or those employed or instructed by yoppum is held up or delayed for any reason (otherwise than as a result of our default) we shall not be liable for any consequences of such delay and where such delay is due to any act or default of you, we shall be entitled to recover from you all losses and expenses incurred by or levied against us including those through standing or lost time travelling time and the like in addition to payment for the Work and materials at our then current rates.
- 15.2 Further to clause 15.1, in certain circumstances, some contractors employed by yoppum for the Works may impose a call out charge. In the event of a delay, cancellation and/or hold up by you, yoppum reserves the right to directly pass on this charge incurred by it from a third party (e.g. a plumber).
- 15.3 The completion date of the Works is always an estimate date and subject to change during the progress of the Works. yoppum shall advise you of this accordingly.
- 15.4 yoppum shall be entitled to an extension to any estimate of the completion date of the Works as a consequence of any delay by a third party such as a contractor or a supplier and for any unforeseeable works that have occurred during the progress of the Works.
- 15.5 We shall be entitled to any delay caused by a force majeure event.

16. LIMITATION OF LIABILITY

- 16.1 Notwithstanding any other provision in this Contract, our maximum liability arising out of, or in any way connected with the Contract or the Services whether based on contract, tort (including negligence), indemnity, under any warranty, under statute (to the extent permitted by law) or otherwise at law or in equity, in respect of all work including the Works undertaken by us shall be limited to either:
- (i) rectifying our own work (or that of our subcontractors) found to be defective within twelve (12) months from the date of completion of the Works; or
 - (ii) in the event that the Works cannot be rectified, the agreed Quotation amount.
- 16.2 The commencement of the Works by us shall not imply any acceptance or warranty as to the correctness, suitability or stability of the foundations of supporting structure nor of the specification of the work unless that specification was prepared by us as part of the agreed scope of our work.
- 16.3 We shall not be under any further liability howsoever arising and all conditions and warranties implied by or under statute custom or trade usage are hereby expressly excluded to the extent permissible by law.
- 16.4 Nothing in this clause shall limit or exclude our liability for death or personal injury in any way.
- 16.5 We shall have no liability for any loss of use, loss of profit, loss of revenue, loss of rent or income arising under or in connection with the Contract or for any anticipated saving or for any financing costs or increase in operating costs or for any economic loss or for any special, indirect or consequential loss or damage howsoever arising, whether under contract, in tort (including negligence), in equity, under statute or otherwise.

17. INDEMNITY

- 17.1 You shall defend, protect, save, hold harmless and indemnify us from and against any claim, demand, action, suit or proceeding that may be brought against yoppum or any of its employees from any third parties as a consequence of yoppum carrying out the Works.

18. CANCELLATION

- 18.1 Once accepted, the Quotation may not be cancelled without our prior agreement in writing.
- 18.2 It is noted that on acceptance of the Quotation further to clause 1.2, yoppum may have incurred direct costs for the Works. You hereby agree that you will indemnify us in full against all loss (including loss of profit), costs (including costs of labour and Materials), damages, charges and expenses incurred by us in relation to the Work and the cancellation.

19. BREACH OF CONTRACT BANKRUPTCY OR INSOLVENCY

- 19.1 In the event of you committing any breach of the contract or if any distress or execution is levered upon the goods of you or if you offer to make any arrangement with or for the benefit of your creditors or commit any act of bankruptcy or being a limited Company has a receiver of your undertaking or assets or any part thereof appointed or, other than for the purposes of a reconstruction or amalgamation without insolvency, has a liquidator or administrator appointed, we shall thereupon be entitled without prejudice to our other rights, forthwith to suspend all further work and deliveries until any breach of contract has been remedied or to terminate the contract or any unfulfilled part thereof, or at our option to make partial deliveries.

20. TERMINATION

- 20.1 yoppum may terminate the Contract without notice if:
- .1 you commit a breach of your obligations under the Contract;
 - .2 you without reasonable cause persistently fails to comply with any of the terms and conditions of the Contract having received notice in writing (which may be by email) from us requiring you to remedy such breach;
 - .3 if you are in breach of clause 10 and/or clause 12.
- 20.2 In the event of termination under clause 20.1, you shall be responsible for any money outstanding to yoppum and any addition costs and expenses incurred by us up to and including the date of termination.
- 20.3 In the event of termination, you shall not be entitled to compensation for loss of prospective profits, loss of opportunity, consequential costs, loss or damage as a result of the termination.

21. THE USE OF SKIPS

- 21.1 During the performance of the Works, the hire of Skips may be required. It can be very difficult to calculate waste. Any calculation undertaken at the time of the hire shall only be an estimate.
- 21.2 At the end of the waste collection process via a skip, the actual amount owed may be more than the original estimate and yoppum will invoice accordingly.
- 21.3 You will be responsible for the total cost of the hire of the skip and waste removal.

22. CALL OUT

- 22.1 You acknowledge that in the event of a contractor call out, there will be a direct charge to you for this call out. This is payable regardless of the reason for the call out or if further works are required.
- 22.2 Yoppum shall directly invoice you for the call out charge.
- 22.3 The terms of clause 15.2 shall apply to this clause.

23. LEGAL CONSTRUCTION

- 23.1 Unless we otherwise agree in writing, these conditions shall in all respects be construed and operate as an English contract, in conformity with English Law and the Courts of England and Wales shall have jurisdiction.

24. DISPUTE RESOLUTION

- 24.1 If any dispute or difference of whatever nature between the Parties in relation to the operation or interpretation of, or otherwise in connection with or arising out of, the Conditions (“the Dispute”), arises either party may refer such Dispute to the other in writing. The parties will attempt in good faith to resolve the Dispute through bona fide negotiation.
- 24.2 In the event that Parties are unable to resolve the Dispute, either party may refer that dispute to adjudication under The Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended. You shall be responsible for all costs we incur in connection with any adjudication and the adjudicators fees and expenses (unless the adjudicator rules in your favour).

25. GUARANTEES

- 25.1 yoppum guarantees the labour for the installation of the Materials for 12 months from the date of installation of the Materials.
- 25.2 In the event that any of the Goods have been purchased through yoppum pursuant to clause 5.2 and/5.3, so far as yoppum is able, it shall pass on any guarantee relevant to the Goods.

26. ENTIRE AGREEMENT

- 26.1 This Contract constitutes the entire agreement between us and you and supersedes and replaces any previous agreements, arrangements or understandings between us and you in respect of the subject matter hereof.
- 26.2 Any work, services or supplies performed or provided hitherto by us for you in connection with the subject matter of this Contract shall be treated as having been performed under and shall be subject to the provisions of this Contract and any payments made by you to us in respect thereof shall be treated as payments on account of the Fee.
- 26.3 You agree that any services provided by us in relation to the Works or the subject matter of this Contract, prior to the date of execution of this Contract, must be deemed to have been provided by us pursuant to the terms of this Contract.
- 26.4 In the event that the Works have commenced, this Contract shall apply regardless as to whether it has been signed by both parties or not.

Name:

Signature:

Date: