

## Vfm Terms & Conditions

### 1. Conditions

In these conditions:

'Company' means Vfm Consultancy Ltd a company registered in Scotland , SC275954, whose registered office is situated at Suite 4/2 Merchants House, 7 West George Street, GLASGOW G2 1BA.

'Conditions' means the standard terms and conditions of the Company set out in this document and any other terms and conditions agreed in writing by Customer and the Company.

The 'Parties' shall mean the Company and the Customer

'Services' means the provision of training and/or consultancy services by the Company with these Conditions.

'Customer' means the customer who places an order with the Company and whose order is accepted by the Company.

Except as otherwise agreed in writing no other terms and conditions shall apply to any quotation, order or Contract between us. Any variation to these Conditions must be in writing and signed by a person duly authorised by the parties.

The Company's agents are not authorised to make any representations concerning the Services unless confirmed by the Company in writing. In entering into the Contract Customer acknowledge that Customer does not rely upon any such representations which are not so confirmed.

The Company will provide the Services in accordance with the terms and conditions listed below and the attached Schedule shall together form the entire Agreement between the Parties.

### 2. Orders

Each order for Services by the Customer shall be treated as an offer to buy Services subject to the Conditions.

No order placed by Customer shall be binding on the Company until acceptance is confirmed in writing by us. The Company is under no obligation to accept any particular order or any orders at all.

### 3. Services

The Customer shall be responsible for ensuring the accuracy of any order submitted to the Company.

Minor variations to the specification of the Services which, in the

Company's reasonable opinion, do not adversely affect the quality of the provision of the Services for the purpose for which they are supplied, will not constitute a breach of contract by the Company or impose any liability on the Company.

#### **4. Price**

The price of the Services ("Price") shall be set out in the Contract, or where no Price is stated in accordance with the Company's standard charges as detailed in the Service Agreement.

All prices are exclusive of delivery charges, expenses and VAT (except where expressly stated), any other applicable duty, tax tariff or charge arising in the UK or elsewhere.

The price for attendance at Requested Meetings, or for work conducted in preparation for said meetings (even if convened for the purposes of long-term projects), will be charged at the normal Company Day Rate.

Travel Expenses will accordingly be allocated to the client.

#### **5. Payment**

Payment is required 14 days from the date of invoice issued by the Company, in pounds sterling or other currency where agreed in writing in advance. If payment is made by debit or credit card, the Company will send the Customer a receipted invoice.

The time of payment of the Price shall be of the essence of the Contract. The Company shall invoice the Customer for the Price of the Services on or at any time after the Customer order has been accepted for the Services.

If the Customer fails to make payment on or before the due date, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- 5.1 cancel any other contract the Company may have made with Customer;
- 5.2 suspend any further deliveries to Customer; and
- 5.3 apply interest to the outstanding amount from time to time at a rate of 4% per annum above the base rate as varied of Lloyds TSB Bank Plc accruing daily from the date payment fell due down to the date of actual payment (both dates inclusive). All costs and expenses incurred by the Company to recover any unpaid sums will also be due from Customer.

## **6. Change of Law**

- 6.1 On occurrence of any Relevant Change of Law the party shall be entitled to seek adjustment to the contract including but not limited to the service payments to compensate for any increase or decrease in the net cost to the Company of performing their obligations under this contract

Relevant Change in Law means:

The occurrence of any change in law having an impact on the cost of the performance of the project.

The occurrence of any change in law which requires the Company to carry out works which are not works which the Company would otherwise be required to undertake to comply with its obligations under this agreement.

## **7. Limitations of Liability**

The Customer's attention is in particular drawn to the provisions of this clause. The Company shall have no liability for any of the following matters:

- 7.1 Any loss, damage, delay or business disruption caused by or arising out of any act of Government, strike, lockout, industrial dispute, explosion, theft, flood, storm, riot, civil commotion, act of terrorism, fire, war, outbreak of hostilities, shortage of fuel or materials, Act of God, or any other cause beyond its reasonable control.
- 7.2 Any loss, damage or delay caused by any malfunction or defect in or failure of any of the Customer's equipment which is not due to the negligence or breach of contract on the part of the Company.
- 7.3 Any delays in attendance by the company provided the Company has made all reasonable endeavours to prevent unnecessary delay.
- 7.4 Any damage, delay or loss in respect of damage to any property either real or personal.
- 7.5 Any damage or delay caused by the default or negligence of the Customer
- 7.6 Any direct or indirect loss, damage, economic loss or consequential loss including but not limited to loss of profit, business, revenue, goodwill, anticipated savings or business disruption.
- 7.7 Personal injury to the Customer or anyone else (unless such injury is caused by the Company's negligence)  
Without prejudice to any of the foregoing limitations of liability, the Company's maximum liability under the Agreement for any

one or number of claims shall not exceed £1,000,000 in any year of this Agreement. The Customer shall indemnify and hold harmless the Company from any amount in excess thereof. Consequently, the Customer should make his own arrangements for insuring against excess loss.

## **8. Indemnity**

- 8.1 The Customer shall indemnify the Company against all claims, damages, expenses or costs directly or indirectly arising out of the contract in respect of personal injury or death of any person except to the extent it shall be caused by the negligence of the Company.
- 8.2 The Customer shall indemnify the Company against all claims, damages, expenses or costs directly or indirectly arising out of the contract in respect of damage to any property real or personal.

## **9. Warranty**

- 9.1 The Company warrants that (subject to other provisions of these Conditions): -
- 9.1.1 the Services will be provided using reasonable care and skill and in accordance with any description of the Services on the dates and times set out in the Company's proposal, or as otherwise agreed between the parties;
- 9.2 The Company shall not be liable for a breach of the warranty if:
- 9.2.1 the Price has not been paid by the due date for payment pursuant to clause 5

## **10. Title**

Any materials and goods supplied by the Company shall become the property of the Customer or his principal upon payment.

## **11. Adjudication**

- 11.1 If a dispute arises at any time by either party the party in dispute must give notice of intention to refer the dispute to adjudication stating the details of the dispute. In the case of a dispute over

payment such notice must be within five days of the due date of payment

- 11.2 If the parties cannot agree on the appointment of an adjudicator they must refer such appointment to the Chairman of ORSA.
- 11.3 The adjudicator shall reach a decision within 28 days of appointment and such decision shall be binding on the parties.

## **12. Commencement & Duration**

- 12.1 This Agreement shall commence with the date of Schedule 1, or such other date as agreed by the Parties.
- 12.2 This Agreement may be terminated by three months notice in writing by either party.
- 12.3 Either Party shall be entitled to terminate this Agreement by written notice to the other if the other party becomes bankrupt, insolvent or makes arrangement or composition with or assignment for the benefit of creditors or if it goes into either voluntary or compulsory liquidation or a receiver or administrator is appointed over its assets.

## **13. General**

- 13.1 These Terms and Conditions form the whole Agreement between the Company and the Customer and shall not be removed or varied other than by written agreement by the Customer and an authorized representative of the Company.
- 13.2 This Agreement shall in all respects be construed and interpreted in accordance with Scottish Law.
- 13.3 Invalidity of any of the terms of this Agreement shall not affect the validity of the remainder.