

Wires Uncrossed Limited Terms and Conditions of Trade

1. GENERAL
 - 1.1 In these Terms and Conditions:
 - (a) "Agreement" means any order or engagement letter relating to the Services, and these Terms and Conditions.
 - (b) "We" or "Us" means Wires Uncrossed Limited and its successors and assigns.
 - (c) "You" means the person, firm, company or entity buying Services from us.
 - (d) "Services" means all Services we will supply to you under a proposal, statement of work or invoice relating to communications consultation.
2. PRICE
 - 2.1 Price plus tax: You will pay the price indicated on the invoice, quotation, order form or other similar document issued by us ("Price"), together with the amount of any Goods and Services Tax or any other tax which may be payable in respect of the supply of Services or otherwise under these Terms and Conditions.
 - 2.2 Quotation: Any quotation we have made for the supply of Services constitutes an invitation to treat and not a binding offer. All quotations lapse after three months but We reserve the right to change or withdraw any quotation without notice at any time.
 - 2.3 Change to Price: During the provision of the Services it may become apparent that more work will be required than we anticipated at the time we set the Price. For this reason we reserve the right to increase the Price. If you do not wish to pay the increased Price you can cancel this Agreement we will issue you an invoice for Services provided up to cancellation.
 - 2.4 No deductions: All payments by you will be full, free and clear of any deduction, withholding, set-off, counterclaim or other claim.
 - 2.5 Cancellation: Where cancellation occurs, any deposit paid may be refunded at our sole discretion. No refund will be made where cancellation occurs within 24 hours of the time set for performance of the Services.
3. PAYMENT
 - 3.1 Deposit: In order to confirm a booking for Services we may require you to pay a deposit as set out in the proposal or statement of work.
 - 3.2 Payment of balance: You will pay the balance of your account as set out in our invoice or statement of work, as agreed.
 - 3.3 Expenses: Agreed out of pocket expenses will be additional to the Price and invoiced in advance. We reserve the right not to progress the associated Services until we receive these payments.
 - 3.4 Acceleration: Notwithstanding the above credit period, full payment for all unpaid Services will become due immediately upon:
 - (a) You or any guarantor becoming insolvent or bankrupt;
 - (b) The commencement of any act or proceeding in which your or any guarantor's insolvency is involved; or
 - (c) You or any guarantor resolving to wind up or being ordered to be wound up or having a receiver, liquidator or official manager appointed in respect of all or any of your assets; or
 - (d) You or any guarantor ceasing to trade.
4. PENALTY FOR LATE PAYMENT
 - 4.1 Default interest: Failure by you to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default and, without prejudice to any other rights or remedies available to us, simple interest at our bank's current overdraft rate will be payable upon demand and from the due date until payment.
 - 4.2 Legal costs: You will indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may suffer or incur as a result of any failure by you to make due and punctual payment.
5. PERFORMANCE OF THE SERVICES
 - 5.1 Time: We undertake to use reasonable endeavours to deliver the Services within the time specified by us but dates we give for performance will be indicative only. No date specified by you will be binding on us without our written agreement.
 - 5.2 Use of contractors: We may subcontract any part of the Services without needing to obtain Your consent first. However, We will remain fully liable for fulfilling our obligations under the Agreement. All subcontractors engaged by us will be bound by the confidentiality obligations set out in clause 9.7.
 - 5.3 Use of reports: Any reports prepared or procured by us as part of the Services are to be used only by you.
 - 5.4 Services to be supplied: You acknowledge and agree that the Services are limited to those set out in the invoice, proposal, statement of work or other similar document issued by us.
 - 5.5 Copyright: Unless otherwise agreed, We will retain intellectual property rights in all the existing materials and techniques we use in our business as well as the original work we prepare on your behalf as part of the Services. You will have the right to use the original work for the purpose for which it was intended. You will not have the right to modify the work or use it for any other purposes without Our written agreement.
6. YOUR OBLIGATIONS
 - 6.1 Information: you will provide us with any relevant information required to enable us to perform the Services. Where information provided by you is incorrect and we are required to undertake additional work we reserve the right to charge for such additional work.
 - 6.2 Health and Safety: It is your responsibility to ensure that all safety measures have been taken at the site where the Services are to be performed so as to comply with all applicable health and safety laws. Prior to our contractors or employees attending the relevant site to perform the Services you will:
 - (a) Inform us of all applicable health and safety rules and regulations that may apply at the site;
 - (b) Notify us promptly of any risk, safety issues or incidents that may arise or may have arisen at the site that are relevant to our provision of the Services.
 - 6.3 Right to delay or cancel: If we are concerned about the presence of any hazards or risks at the site we may, in our absolute discretion, delay the performance of some or all of the Services or cancel any order by notice in writing to you.
7. OUR OBLIGATIONS AND WARRANTIES
 - 7.1 We warrant that:
 - (a) We have the right to enter into this Agreement;
 - (b) We will perform the Services to a reasonable standard of care and skill;
 - (c) We will perform the Services in accordance with relevant laws.
 - 7.2 We will take reasonable steps to ensure that while on site our personnel comply with any health and safety requirements and other reasonable security requirements made known to us by you.
8. LIABILITY
 - 8.1 Limitation of liability:
 - (a) Claims: We will have no liability for unsatisfactory Services unless you notify us in writing of your claim within 7 days after performance of the Services;
 - (b) We will have the option, exercisable at our discretion, to replace or give credit for any services in respect of which any claim is made or proven or to refund a portion of the price paid for the Services, thereby fully discharging all our legal liability;
 - (c) We are not liable for any loss caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss;
 - (d) Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind and whether or not the other party has been advised of the potential for such damages.
 - 8.2 Business purposes: As you hold yourself out as acquiring the Services for business purposes, you acknowledge that the provisions of the Consumer Guarantees Act 1993 will not apply and are expressly excluded.
 - 8.3 Specific exclusion: Our Services include advice and training that you and your personnel are best placed to implement in your organisation. For this reason We cannot guarantee that any particular changes we recommend will result in quantifiable improvements to your business.
9. GENERAL
 - 9.1 Restraint: For the duration of the Agreement and for 12 months after termination of the Agreement You will not employ or engage, or procure a third party to employ or engage, any of our employees, contractors or subcontractors who have taken part in the performance of the Services.
 - 9.2 Events outside our control: If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under these Terms and Conditions then we may at our sole discretion suspend our performance of any such obligation or

cancel any contract for the purchase of Services and we will not be liable to you in any respect.

- 9.3 Waiver: These Terms and Conditions remain in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.
- 9.4 Severability: If any clause or provision of these Terms and Conditions will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.
- 9.5 Privacy Policy: Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in performing the Services. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the provision of the Services and any future like arrangement or arrangements.
- 9.6 Electronic Communications: You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages tell us in writing and we will remove you from the mailing list.
- 9.7 Confidentiality: Each party must keep confidential during the term and after termination of this Agreement the existence and terms of this Agreement and all information of a confidential or sensitive nature supplied by the other party to this Agreement except to the extent that disclosure is required by law or where such information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this Agreement. A party may disclose such information to its legal and other advisers, bankers and other persons who are subject to an obligation of confidentiality.