

ITS FEDA LTD TERMS AND CONDITIONS OF BUSINESS

- 1) Definitions:
 - a) “**we**” or “**our**” or “**ours**” or “**us**” or “**the company**” means ITS Feda Limited
 - b) “**Client**” means any person who is or has been in receipt of the goods or services from **us**.
- 2) Terms and Conditions of Trading
 - a) These Terms and Conditions govern all business conducted by **us**
 - b) The Company only enters into a transaction on the condition that these Terms and Conditions apply exclusively.
 - c) In the event that the **Client** proffers his own Terms and Conditions the transaction is only accepted on condition that either those Terms and Conditions do not differ from **our** own or that the **Client** agrees to waive such Terms and Conditions as differ from **ours**.
 - d) Any variation of these Terms and Conditions must be in writing and signed on **our** behalf by an authorised person.
- 3) Price and payment.
 - a) All prices are quoted without VAT which is payable, where applicable, at 15.0%
 - b) All estimates issued whether for goods or services shall be subject to:
 - i) variations in the price of services or materials between the date of the estimate and the completion of the work (other than where the estimate is shown as a time limited fixed price) and
 - ii) further work or materials which are found to be necessary for the satisfactory completion of the work
 - c) All quotations shall be time limited for 28 days unless expressly stated otherwise.
 - d) The **Client** will pay all accommodation and travelling charges incurred by our staff for work carried out away from the Company’s offices or for subcontractors who have travelled especially to perform work for the client at any location including our own unless agreed prior to commencement. Any Expenses quoted are estimated and actual expenses may vary.
 - e) Invoices are payable in full 30 days after presentation. Interest may be charged by **us** on unpaid balances.
- 4) Completion of work
 - a) **We** will use **our** best endeavours to complete work or supply goods or services in a reasonable time. Where **we** are prevented from so doing by strikes, industrial disputes, fires, accidents, adverse weather conditions, default by a subcontractor, non delivery or non availability of parts or materials, or similar circumstances then the period for the completion of the work or the supply of goods or the provision of services shall be extended by such time as is reasonable.
 - b) All orders are subject to availability. Acceptance of your Order does not signify availability of the Products or Services.
 - 1 c) ITS Feda Ltd reserves the right to amend its services in the event of circumstances beyond its control
- 5) Cancellation
 - a) In the event of cancellation by the **Client** of work or goods ordered the **Client** agrees to indemnify **us** for any loss incurred wholly or partially by the cancellation. In particular we are entitled to be paid for:
 - i) services performed to the date of cancellation
 - ii) the cost of any goods or materials purchased
 - iii) any penalties which we have incurred or might incur as a result of the cancellation.
- 6) Subcontracting work or services
 - i) **We** may in **our** absolute discretion allocate work to a subcontractor
- 7) Warranties
 - a) Workmanship
 - i) In respect of a defect arising following completion of work and which in the **Client**’s opinion is due to **our** defective workmanship we will carry out the necessary corrective work free of charge provided that:
 - (1) The defect is notified to **us** promptly and in any event not later than 7 days after the **Client** is likely to have become aware of the defect
 - (2) We agree that the defect is caused by **our** workmanship
 - (3) No alteration or repair has been effected except by **us**
 - (4) The defect has occurred within 1 calendar month from the date of completion of the work
 - b) Goods or Services supplied
 - i) No additional warranties on goods supplied by **us** are given over and above those given by the manufacturers of the product or **our** supplier and which are intended for benefit of the **Client**.
 - ii) All claims under such warranty must be notified to **us** in writing as soon as is reasonably practicable and in any event not later than 7 days after the **Client** is likely to have become aware of such defect.
 - iii) The **Client** must afford **us** all cooperation as we may reasonably request in the processing of any warranty claim
 - iv) **We** will not be liable for any expenses, costs and charges incurred by the **Client** in dealing with the warranty claim
 - v) The **Client** will meet **our** reasonable charges and expenses incurred in assisting the **Client** to process the claim

- vi) Where the **Client** has ordered goods incorrectly, ITS Fedra reserve the right to impose a charge to rectify the error
- c) Software
- i) Any problems arising from faults in the software or unsuitability of the software for the purpose it was supplied for must be notified to ITS Fedra Ltd in writing within 7 days after the **Client** is likely to have become aware of such defect. Replacements or refunds cannot be made after this time. Unsuitable media must be returned in its original packaging. Opened software can only be returned if ITS Fedra Ltd is satisfied that a fault is present on the media.
- ii) All software products are sold as licenses only. Physical Media and delivery of same will be charged as an additional cost unless the software is delivered electronically.
- iii) Nothing in these Terms and Conditions limits the statutory rights of the **Client**
- 8) Liability a) Under no circumstances shall ITS Fedra Ltd be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential, special or punitive damages, regardless of whether such claim arises under any theory of tort, contract, strict liability or otherwise and regardless of whether ITS Fedra Ltd is advised of the possibility of any such damages.
- 9) Jurisdiction a) This contract is governed by English law and the English courts shall have exclusive jurisdiction. Proceedings against a foreign **Client** may be served by post addressed to him at any consulate of his country of residence or domicile.
- 10) Data Protection:
- a) Compliance with Data Protection legislation. Where appropriate and in particular as set out in Clause 1.2 **Clients** shall be responsible for ensuring that any formalities required by the Data Protection Act 1998 and any other legal statute, enactment or requirement of any relevant jurisdiction including without limitation UK and EU Law entailing or flowing from this Agreement are complied with and shall indemnify **the Company** against any claims resulting from a breach of this provision.
- b) Data Subject's consent to processing. If **Clients** have provided information about Delegates or Contacts, **Clients** agree that **the Company** may use such information to contact Delegates or Contacts by email, telephone or post for the purposes of delivering the requested service and agree that they have the Delegate's consent to such activity.
- c) Data subject's requests. The Data Protection Act in the UK (similar legislation is in force in other EU Countries) allows Individuals to request that we provide them with details of personal information we hold about them and/or request that we do not process such information. If you wish to make such a request, please apply in writing to the 'Data Compliance Officer' at the Registered Office address as set out above. An official fee may be payable.
- d) Incorrect information. If any individual believes that any information we hold about them is incorrect or incomplete they should contact the 'Data Compliance Officer' at the address below and request that the information be amended. **The Company** will use reasonable endeavours to amend such information promptly.
- e) Transfer of data outside the EEA. The Internet is global and data crosses international borders in ways, which cannot be predicted. Any use of email or the internet by Delegates or **Clients** or **the Company** may entail a transfer of data outside of the EEA and Delegates and **Clients** consent to these data transfers.
- 11) Registered Office ITS-FEDRA Ltd, Coombe Lodge, Blagdon, Bristol BS40 7RG Registered Number: 3847616