

INTEGRATED COMPLIANCE SERVICES - STANDARD TERMS & CONDITIONS OF BUSINESS

General Conditions between Integrated Compliance Group Ltd (“the Seller” or “Integrated Compliance”) and the Buyer.

It is hereby agreed as follows:

1. These Conditions apply to all or any Goods and/or Services which are to be provided by Integrated Compliance under a purchase order, agreement, instruction, acceptance or other contract formed with the Buyer, hereinafter referred to as the Agreement.

2. Unless otherwise agreed in writing prior to commencement of the procurement of any goods and/or services, the following terms shall have the following meanings in these Conditions:

“Goods” shall mean any goods which are the subject of this Purchase Order. “Services” shall mean any services which are the subject of this Agreement.

“Quotation” shall mean any document submitted or verbal quotation offered by Integrated Compliance to the Buyer relating to an Agreement now subject to these Conditions.

“Third Party Contract” shall mean any contract which may exist between Integrated Compliance and any third party.

“Buyer” shall mean any person, firm or company buying Goods or Services to Integrated Compliance under the Agreement to which these terms and conditions apply.

“Services” shall mean any services which are the subject to the Agreement including the provision of labour.

“Goods” or “Services” may be construed as Goods and/or Services

3. Standard/Quality of Goods and Services

Where and to the extent that Goods and/or Services are not fully detailed or specified in the quotation they are to comply with the Supply of Goods and Services Act 1982 and shall be in accordance with good industry practice.

4. Seller’s Obligations

The Seller shall carry out and complete its obligations under the Agreement in all respects to the reasonable satisfaction of the Buyer.

5. Third Party Contract Terms

The Seller shall not be deemed to have knowledge of the provisions of any Third Party Contract including programme details.

6. Inspection of Goods and/or Services

The Buyer may, acting reasonably, issue instructions requiring the Seller to open up for inspection any work covered up or to arrange for or carry out any test of any materials.

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Such opening up shall be at the Buyer's expense

The Buyer may on reasonable notice inspect Goods before despatch from the Seller's premises.

7. Manner of Carrying Out the Services

Integrated Compliance shall not be obliged to make delivery of Goods to site nor commence any Services on site without obtaining the Seller's prior written consent and/or any other relevant consents. In the event that Integrated Compliance attempts or in part provided goods/services in the absence of such a consent, this shall not constitute a waiver of this term.

All equipment belonging to the Seller which is brought onto site shall remain property of the Seller until such time as the goods and services are paid in full including any retained sums pertaining thereto.

The Seller shall co-operate with such others in carrying out the Services as the Buyer may reasonably require.

The Buyer shall take all reasonable steps to ensure that any Goods or Services provided under the Agreement are protected from any loss or damage by third parties for a period to be notified by Integrated Compliance in writing or if no such notification is given, until the Services have been completed.

On completion of the Services the Seller shall remove the Seller's equipment and unused materials and shall clear away from the site all rubbish arising out of the work and leave the site in a neat and tidy condition.

Price is fixed for **30** days.

8. Delivery

Where the Buyer has specified a destination the Seller shall deliver the Goods or Services to the precise destination specified by the Buyer.

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If it is stated in the Agreement that time is of the essence for the delivery of the Goods and/or services and the Seller fails to deliver the Goods on any date for delivery stated in any Agreement, or in a reasonable period of time considering all circumstances, the Seller shall not be liable to the buyer for any consequential losses or damages.

9. Responsibility for safety and employees

The Buyer will at all times observe the requirements of all legislation relevant to the Goods and Services including without limitation the 1974 Health and Safety at Work Act and the Construction (Design and Management) Regulations 2007 and shall carry out its obligations under the Agreement in such a manner as to safeguard the health and safety of all persons, including those employed by the Seller in connection with the Agreement.

The Buyer hereby agrees to comply with any and all requests of Integrated Compliance in respect of health and safety matters and shall be deemed to be aware of specific requirements and comply with all other relevant legislation, regulations, standards and codes of practice.

10. Programme and Interruptions

Integrated Compliance shall carry out and complete the goods and/or services in a continuous visit.

If no specific programme is agreed the Seller will commence and complete the Services in a reasonable period of time having received sufficient notice to do so from the Buyer.

The Seller shall be reimbursed for any abortive visits or delays at the following rates:

Aborted on Day of booked works:	100% of the cost quoted
Within 12 hours notice of the booked works:	50% of the cost quoted

11. Confidentiality

The Seller agrees to keep confidential and not to disclose to any person or use or permit to be used without the Buyer's prior consent, any confidential information relating to the Agreement save as for Health and Safety reasons or in order to comply with legislation.

12. Variations

Integrated Compliance may undertake any direction in writing to the Seller pursuant to this Agreement

The Seller will only comply with any written variations, directions or instructions received from the Buyer provided that cost changes are agreed in advance of undertaking the work.

13. Payment

Payment shall, unless otherwise agreed and specified in the quotation or the Agreement, be due and payable by the Buyer 30 days from the date of the invoice (or application for payment) submitted by the Seller.

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In the event of late or overdue payment, Integrated Compliance will exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and additional compensation of £40.00 for debt recovery costs under the Late Payment legislation, if we are not paid according to our agreed credit terms. This is based on the principal sums from the date the sum became due for payment (and not any Final Date for Payment) as may have been agreed.

Title to all goods/services/materials drawings, equipment and anything provided by Integrated Compliance shall remain with the Seller until such time as all goods and services have been paid for in full, regardless of any certification process. The Seller may withdraw goods and services at any time and without notice in the event that any payment becomes overdue.

14. Dispute Resolution

In the event that the Agreement constitutes a Construction Contract in accordance with the Housing Grants, Construction and Regeneration Act 1996 (incorporating any amendments at the date of formation of the Agreement), either party may refer any dispute to Adjudication.

Any Adjudication shall be conducted under the Scheme for Construction Contracts Regulations (Scotland) 1998 (incorporating any amendments at the date of formation of the Agreement).

The Adjudicator Nominating Body (ANB) shall be the Association of Independent Construction Adjudicators.

15. Rights of Third Parties

Nothing in this Purchase Order confers or purports to confer on any third party any benefit of any right to enforce any term of this Purchase Order pursuant to the Contracts (Rights of Third Parties) Act 1999.

16. Force Majeure

In the event of a force majeure event the Seller shall not be held liable in respect of any failure to perform their obligations under the Agreement.

Common Law

These Terms and Conditions together with the Purchase Order shall be subject to the jurisdiction of the Law of Scotland.