

Marllo Ltd, Terms & Conditions

1. Marllo Ltd will provide guidance together with any documentation, schedules or details that may be attached, solely on the basis of the information contained in the enquiry. There may however, be other information of which Marllo Ltd is currently unaware which may affect any guidance provided. We accept no liability for its accuracy, adequacy or completeness. Recipients must satisfy themselves to its suitability, and acceptance of the content and subsequent design responsibility rests entirely with the recipients. Reliance on any guidance or document provided by Marllo Ltd will be deemed as acceptance of these Terms and Conditions.
2. Where site visits have been carried out, Marllo Ltd will provide comments and guidance solely on the basis of what was observed during the visit. We should point out that there may have been areas that were not visible or were not observed, which may affect these comments and guidance. Therefore, they should not be considered as confirmation of any Quality Assurance process on the project.
3. Any guidance provided by Marllo Ltd should be read in conjunction with the relevant system manufacturers' current literature, which gives further guidance for product use and system installation. Marllo Ltd does not offer any form of warranty for any other company's goods, systems or services.
4. Guidance provided by Marllo Ltd is given in good faith and is not intended to give rise to a duty of care or to create a contractual relationship between Marllo Ltd and the recipient. Any guidance is addressed to the recipient alone and it is not intended to be relied upon by any third parties. It is also specific to the particular enquiry that it was provided for, and not necessarily suitable in other circumstances. Should any guidance, document, schedule or detail be transferred to another project without our express written permission, we reserve the right to charge the appropriate fees as though the work had been completed by Marllo Ltd.
5. All Intellectual Property and related material, (including any related work in progress that is developed or produced for the customer), will be the property of Marllo Ltd. The customer is granted a non-exclusive limited-use license of the Intellectual Property. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Marllo Ltd.
6. Any guidance provided by Marllo Ltd is not intended to replace or act as a substitute for the advice you receive from other experts whom you may consult, for example, Architects, Engineers, Surveyors, Consultants or Building Control.
7. Payment terms are as noted on invoices. Where payments are delayed by more than thirty days from the due date, Marllo Ltd reserves the right to charge interest on the full outstanding sum, at a rate of 5% above the current base rate of interest as set by the Bank of England. This will be calculated daily and compounded monthly, from the day the payment is due, up to and including the day the debt, VAT, accrued interest and any costs involved in recovering the debt are fully paid.
8. In any event, (or any series of connected events), Marllo Ltd's maximum liability shall be limited to the net invoice value for the relevant consultancy work provided by Marllo Ltd. Marllo Ltd shall not be liable for the costs of any remedial works, material costs, any consequential loss, loss of profits or anticipated savings, loss of revenue or income, loss of use or production, loss of business, contracts or opportunities, or the loss or corruption of any data, database or software.
9. These Terms and Conditions shall be governed by and construed in accordance with English law. Nothing in these terms and conditions excludes or limits Marllo Ltd's liability for death or personal injury, nor do they affect your statutory rights as a consumer.