



**Proport**  
ECO-SERVICES

**Standard Terms & Conditions  
For Supply of Goods & Services  
by  
Proport Eco-Services**

**1. DEFINITIONS.**

- 1.1. "Agreement" means these Standard Terms & Conditions together with any specific terms described in the Service Specification.
- 1.2. "Company" means Proport Eco-Services a trading name of Proport Services Ltd. registered office, 1 Carnegie Road, Newbury, Berkshire, RG14 5DJ, Company registration number 5692020, VAT registration number GB 879 2699 45.
- 1.3. "Customer" means the individual, partnership, firm or company ordering or buying services or goods from the Company.
- 1.4. "Service Specification" means a quotation or statement describing the services to be provided by the Company.

**2. GENERAL**

- 2.1. These Terms and Conditions apply to all contracts for the supply of services by the Company to the Customer.
- 2.2. Before commencement of the service the Company will submit to the Customer a Service Specification which will specify the services to be performed and the fees payable. This step may be carried out by verbal agreement, email or letter form.  
The contract between the Company and Customer will come into existence once the Customer accepts the quotation contained in the Service Specification and includes acceptance of these Terms & Conditions. This step may be carried out by verbal agreement, email or letter form.  
The Customer will inform the company if it wishes to amend the quotation in any way before accepting it. Any modification to the quotation needs to be agreed by the Customer and the Company before the Customer accepts it.
- 2.3. The Company will use all reasonable endeavours to complete the services within estimated time frames but quality, not time, will be of the essence in the performance of any services.

**3. PAYMENT**

- 3.1. The fees for the performance of the services are set out in the Service Specification.
- 3.2. The Company reserves the right to add an administrative/service/consultation fee to services carried out by sub-contractors or associates. The fee will never exceed 15% of the invoice amount of the sub-contractor or associate and is included in the fees specified in the Service Specification.
- 3.3. Unless otherwise agreed in advance, the Customer will pay the Company the total amount of each invoice on presentation of the invoice delivered by the Company, failing which the Company will charge interest at the rate of 4% per annum above the Bank of England base rate, set from time to time and in force, on any overdue amount and the interest will remain due to the Company notwithstanding late payment of the original price of any invoice. The Company also reserves the right to claim compensation and any debt recovery costs for invoices that remain unpaid more than 60 days after date of invoice.
- 3.4. Where Customers' procedures require that an invoice be submitted against a purchase order for payment, the Customer will be responsible for issuing a purchase order before the services are rendered.
- 3.5. The Company's preferred method of payment is by bank transfer. Alternative payment methods e.g. cheque to be agreed between the Company and Customer before the contract begins.

**4. CUSTOMER'S OBLIGATIONS**

- 4.1. To enable the Company to perform its obligations under this Agreement the Customer will:
  - co-operate with the Company;
  - provide the Company with any information reasonably required by the Company and in particular, comply with any other requirements as may be set out in the Service Specification or otherwise agreed between the parties
  - obtain all necessary permissions and consents which may be required before the commencement of the services.

- 4.2. The Customer will be liable to compensate the Company for any expenses incurred by the Company as a result of the Customer's failure to comply with Clause 4.1.
- 4.3. Without prejudice to any other rights to which the Company may be entitled, in the event that the Customer unlawfully terminates or cancels the services agreed to in the Service Specification, the Customer will be required to pay to the Company, as agreed damages and not as a penalty, the full amount of any third party costs to which the Company has committed and in respect of cancellations, the full amount of the services contracted for as set out in the Service Specification, and the Customer agrees this is a genuine pre-estimate of the Company's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.1 will be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.
- 4.4. In the event that the Customer or any third party, not being a sub-contractor of the Company, will omit or commit anything which prevents or delays the Company from undertaking or complying with any of its obligations under this Agreement, then the Company will notify the Customer as soon as possible and:
- the Company will have no liability in respect of any delay to the completion of any project;
  - if applicable, the timetable for the project will be modified accordingly;
  - the Company will notify the Customer at the same time if it intends to make any claim for additional costs.

## **5. ALTERATIONS TO THE SERVICE SPECIFICATION**

- 5.1. The parties may at any time mutually agree upon and execute new Service Specifications. Any alterations in the scope of services to be provided under this Agreement will be set out in the Service Specification, which will reflect the changed services and fees and any other terms agreed between the parties.
- 5.2. The Customer may at any time request alterations to the Service Specification by notice in writing to the Company. On receipt of the request for alterations the Company will, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 5.3. Where the Company gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer will, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Company by notice in writing whether or not it wishes the alterations to proceed.
- 5.4. Where the Company gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Service Specification will be amended to reflect the alterations and thereafter the Company will perform this Agreement upon the basis of the amended terms.

## **6. WARRANTY**

- 6.1. The Company warrants that the services performed under this Agreement will be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 6.2. Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Company.

## **7. INDEMNIFICATION**

The Customer will indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Company alleging that any services provided by the Company in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party.

## **8. LIMITATION OF LIABILITY**

- 8.1. Except in respect of death or personal injury due to negligence, the entire liability of the Company to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, will be limited to the fees paid by the Customer to which the claim relates.
- 8.2. In no event will the Company be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This will apply even where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Customer incurring such a loss.

- 8.3. Nothing in these Terms and Conditions will exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

## **9. TERMINATION OF CONTRACT**

Either party may terminate any contract by written notice delivered to the other if;

- 9.1. Either party commits a material breach of this agreement which cannot be remedied.
- 9.2. Either party commits a material breach of this agreement which can be remedied within 10 calendar days but fails to do so.
- 9.3. Either party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement with its creditors or is subject of a winding up resolution or petition or notice of the intended bankruptcy proceedings or failing to provide satisfactory credit references to the Company if required to do so.
- 9.4. Either party passes a resolution for winding up (but not for the purposes of insolvency) or a judicial order is made to that effect.
- 9.5. Either party ceases to carry on its business (wholly or substantially the whole of its business).

## **10. INDEPENDENT CONTRACTORS**

The Company and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement will not relieve the Company of its obligations under this Agreement.

## **11. NOTICES**

Notices may be delivered to the last known address or contact information specified in the contract by:-

- First class post – it will be deemed to have been received 24 hours following the time of posting excluding any weekend or public holiday.
- Email - it will be deemed to have been received 24 hours following the time of sending excluding any weekend or public holiday unless an error message is received by the sender.

## **12. FORCE MAJEURE**

- 12.1. The Company accepts no liability for failure to provide the services arising from circumstances outside the Company's control. Non-exhaustive illustrations of the circumstances are Act of God, war, riots, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, government action or regulations (UK or otherwise).
- 12.2. If the Company is prevented from delivering in the above circumstances it will notify the Customer of the fact in writing within three calendar days commencing with the contractual delivery date.
- 12.3. If the circumstances preventing the delivery are still continuing two weeks from and including the date the Company sends such notice then either party may give notice to the other cancelling the contract. Such written notice must be received whilst the circumstances are still continuing.
- 12.4. If the contract is cancelled in this way the Company will refund any payment which the Customer has already made on account of the price subject to deduction of any amount which the Company is entitled to claim from the Customer but the Company accepts no liability to compensate the Customer for any further loss or damage caused by the failure to deliver.

## **13. COMPLAINTS**

A copy of the Company's Complaints Policy is available on request.

## **14. APPLICABLE LAW**

These Terms and Conditions are governed by and construed and interpreted in accordance with English law. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof will be the English courts