Consultancy Terms

1 Definitions and Interpretations

The terms and expressions set out in this Agreement shall have the meanings ascribed to them therein;

Agents: personnel employed by or acting on behalf of one of the Parties

Agreement: these Terms and Conditions together with any relevant Service Level Agreements for Services specified in the Order.

Anticipated Delivery Date: the date that a Service is projected to be delivered.

Charges: any or all of the charges or other sums payable by the Customer to the Supplier related to any Service covered by this Agreement.

IPR: means all intellectual property rights including, without limitation, patents, trademarks, copyright, registered designs, mask works, design rights, know-how and all other similarly protected rights.

Order: the Purchase Order or such other document that the Supplier deems to constitute as an official request to deliver a Service.

Service: all of the services specified in the Order that the Supplier has agreed to supply to the Customer.

Supplier: The Networking People (Northwest) Limited (Company number 07667393) registered at c/o Hanleys, Spring Court, Hale, Cheshire, WA14 2UQ, United Kingdom.

Working Day: means 09:00 to 17:00 Monday to Friday but excluding public holidays.

For the avoidance of doubt the terms and expressions set out in this schedule shall have the following meanings;

- the masculine includes the feminine and the neuter;
- the singular includes the plural and vice versa;
- the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- any reference to any statue enactment, order, regulation, regulatory body or other similar instrument shall be construed as a reference to the statue, enactment, order, regulation, regulatory body or instrument as amended by any subsequent statute, enactment, order, regulation, regulatory body or instrument or as contained in any subsequent re-enactment thereof.

2 Entire Agreement

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation (whether in the Tender or otherwise).

3 Duration & Scope

A separate Agreement shall be deemed to be in force for each Order accepted by the Supplier.

This Agreement starts on the acceptance date of the Order by the Supplier and shall terminate once all outstanding Charges are paid and no further Services are being provided by the supplier to the Customer under the this Agreement

Any more specific Terms and Conditions issued by the supplier for a particular Service type in the Service's Service Level Agreement document will take precedence over the parts of these Terms and Conditions to which they apply.

The Parties acknowledge that the entire Agreement consists of this Agreement and the Order and any relevant Service Level Agreements for Services specified in the Order.

4 Customer Obligations

The customer will provide the Supplier or its Agents with any relevant information reasonably required to survey, install, provide and maintain the Service. The customer acknowledges that delivery of the service will be delayed and its ongoing operation will be negatively impacted if access or information is not provided in a timely manner and that such delays shall not count in calculating any Service Credits for the Service.

The customer will obtain any required permits needed to install the Service at the relevant site.

5 Supplier Obligations

The supplier will perform the Services with reasonable care, skill and diligence

The supplier will use reasonable endeavours to deliver the service by the date agreed at point of order. In the event of delays or problems outside the supplier's control, we will take reasonable steps to keep the Customer informed.

The Supplier will use reasonable endeavours to meet the agreed Service Level Agreement as specified in the Order.

6 IPR

Except as expressly provided for in the Contract, neither Party acquires any interest in or license to use the other Party's Intellectual Property Rights as they subsist at the Commencement Date or as developed independently of the Contract.

7 Charges

On submission of the Order the Customer acknowledges that it will become liable for the charges identified to deliver the agreed service

If the Customer wishes to dispute an invoice this must be done in writing as soon as is reasonably possible after receipt of the invoice and in any event within 21 days of the due date of the invoice providing their reasons for the dispute.

All invoices and payments provided for under this Section shall be made in British Pounds Sterling free and clear of any deductions of any nature whatsoever. All amounts payable by the Customer for the Service under this Agreement are quoted exclusive of VAT in the Order. VAT will be included in each invoice at the rate of VAT applicable at the date on which the invoice is prepared.

All Payments to be made for a Service under this Agreement are due and payable in full within 30 days of the invoice date. Failure to pay the invoice by the specified time is a material breach of the Agreement.

If the Customer fails to make any payment due for a Service under this Agreement, without prejudice to any other right or remedy available to the Service, the Supplier may:

- charge the Customer interest in respect of the sum overdue in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 from the due date for payment to the date of actual payment (both dates inclusive) and the reimbursement of all expenses (including legal fees) incurred with respect to collection of overdue charges; and/or

- suspend or terminate any further performance of the Services.

8 Force Majeure

Both parties to this Agreement shall be excused from performance of their obligations under the Agreement if delayed or prevented by causes beyond their reasonable control. Such causes include but are not limited to acts of God, fire, flood, explosion, disease, inclement weather, lightning, war, insurrection, civil strife, riots, military operations, national or local emergency, power failure, radio interference, line-of-sight interference, acts or omissions of government, highway authority, regulatory body or other competent authority, industrial dispute of any kind (whether or not involving either party's employees), subsidence, or acts or omissions of suppliers, other communications network operators, persons or bodies for whom neither party, is responsible ("Disability").

In such circumstances one Party will notify the other, as soon as is reasonably possible, should they be unable to meet any specified deadline or time for performance arising from such Disability.

Performance shall be excused only to the extent of and during the reasonable continuance of such Disability and its immediate aftermath. Any deadline or time for performance specified which is due during or subsequent to the occurrence of such Disability shall be automatically extended for a period of time equal to the period of the Disability.

If the Disability continues for more than three (3) months, the parties shall enter into a discussion to agree, in good faith, the best way forward.

9 Assignment, Amendment and Subcontract

The Supplier may subcontract part or all of its obligations, otherwise neither party shall assign or subcontract this Agreement without the prior written consent of the other Party which will not be unreasonably withheld or delayed.

The Supplier reserves the right to modify the Agreement at any time by giving the Customer 4 weeks written notice of such a change except for a variation due to a change in the legislative or regulatory environment in which case the variation comes into effect immediately.

10 Limitation of Liability, Warranty & Indemnity

Neither the Customer nor the Supplier shall hold the other liable for any damages, dispute or injury howsoever arising during the undertaking of the Service unless caused by a proven wilful act, negligence or default of an employee, director, representatives, consultant or agent of that Party.

Nor shall one Party be liable to the other for any loss, damage, claims or demands, including without limitation any economic loss, loss or corruption of data, loss of profit, income or other loss of turnover and loss of business, opportunity or goodwill, whether by breach or by negligence and no matter how arising, whether by breach or by negligence and whether in contract, tort or otherwise.

Nothing in this Agreement limits or excludes either Party's liability for:

- death or personal injury resulting from negligence; or
- any fraud and/or statement made fraudulently,
- or for any sort of liability that, under the governing law, cannot be limited or excluded.

11 Notices

Any legal notice to be given under this Agreement must be in writing, may be delivered to the other Party, and will be deemed to be received: the day of delivery (by hand or courier), or (5) five days after posting by first class airmail.

The address for service for the Customer shall be the same address as that used on the most recent invoice. The address for service for the Supplier shall be the current registered company address.

12 Waiver

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

No remedies described in this Agreement shall be construed to limit or reduce either party's rights to any additional remedies available at common law or in equity.

13 Independent Contractor

Both Parties act as independent contractors and not as an agent, partner or employee of the other party. Neither the Supplier nor the Customer will have any authority to make agreements with third parties that are binding on the other Party.

14 Third Party Rights

A person who is not party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that act.

15 Law and Venue

This Agreement shall be interpreted in accordance with the laws of England and Wales. Any dispute that may arise with regard to its interpretation, execution or resolution shall be brought in a court in England or Wales. This does not affect a Party's right to seek injunctive relief in any jurisdiction.