



# JH Flooring Consultancy

## General Terms of Business

Version 1.2 – Effective 01/02/2025

### **Overview**

Agreement to these General Terms of Business (the Terms) is deemed acceptance that all products and Services provided by JH Flooring Consultancy and its Affiliates (the Consultant), are offered by Quentin Corporate Services Ltd, Company Number 10123923, as registered in England and Wales and that JH Flooring Consultancy is merely a trading style of Quentin Corporate Services Ltd.

### **1 Definitions**

1.1 - In relation to these Terms the following words have the meanings set out below.

“Affiliate” means a party, or any other party which: (a) directly or indirectly controls or is controlled by the first party; or (b) is directly or indirectly controlled by a party which also directly or indirectly controls the first party.

“Agreement” means a contractual conclusion between the Principal and the Consultant in accordance with Article 2.1 below and any documents referred therein or attached thereto, including, but not limited to, these Terms. “Consultant” means the Party that will undertake the Services, as specified in the contract. “Confidential Information” means any information in whatever form relating to the business, customers, products, affairs and finances of a Party, being confidential to the Party or its Affiliate(s) and not available for open access within the public domain.

“Contract” means the engagement by the Principal to enlist the Services of the

Consultant to which these Terms relate.

“Deliverables” means anything in writing or otherwise tangible (whether in hard copy or electronic format), which arises out of or is made, created or generated in the course of carrying out the Services. “Expenses” means actual costs incurred by the Consultant reasonably necessary for carrying out the Services, including but not limited to, travelling, accommodation, subsistence, official translation charges and charges related to goods and services purchased on the Principal’s behalf. “Fees” means the fees charged by the Consultant to the Principal for the provision of Services, as set out in the contract, excluding VAT and Expenses. “Force Majeure” means any circumstance not within a Partys reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service. “Intellectual Property Rights”

means all intellectual property rights, including patents, rights to inventions, copyright and related rights, goodwill, rights in designs, rights in computer software, trade or service marks, business names and domain names.

“Jurisdiction” means the country where the Consultant operates. “Policies” means the Consultants Code of Conduct and relevant policies (on ethics, anti-slavery and human trafficking, anti-bribery, and corruption, data protection and privacy) reasonably established and amended by the Consultant from time to time, a copy of which is available to the Principal upon request. “Party or Parties” means the Consultant or the Principal individually or collectively as the context may require. “Principal” means the Party with whom the Contract has been agreed, and the entity which has engaged the Services of the Consultant. “Services” means products or services as described in the Contract to be rendered by the Consultant to the Principal, or such additional services as may be agreed upon between the Parties verbally or in writing from time to time by way of an annexure to the Contract. “Standards of Practice” means, with reference to the Services, the standards of practice that would usually be applied by professional consultants of such kind of Services in similar circumstances and at the relevant time. “Subcontractor” means any party, other than the Consultant or its employees, engaged by the Consultant, through a sub-contract, to perform the Services, or any part thereof, for and on behalf of the Consultant. “VAT” means value added tax chargeable under applicable tax legislation or any similar replacement, additional or alternative tax imposed in the Jurisdiction.

## **2. Contract Agreement & Terms**

2.1 - The Agreement between the Principal and the Consultant shall be effective and shall commence upon the earlier of: (a) receipt of Principal’s unqualified acceptance of the Contract in writing; (b) receipt of Principal’s instruction to commence with the Services; or (c) payment of Consultant’s proforma invoice or any advance payment. This date will be referred to as the Effective Date. The Contract, as well as the acceptance or

acknowledgement thereof, may be transmitted electronically or by hard copy. Neither Party may contest the enforceability of the Agreement on account of: a) it being signed electronically; b) it being transmitted by email, or c) it being made verbally. All forms or traceable instruction to proceed with the Services shall be deemed legally binding.

2.2 - These Terms form an integral part of the Contract, and any resulting Agreement.

2.3 - Unless otherwise stated, any offer made by the Consultant to the Principal to enter into any Contract is valid for a maximum of three (3) months following the date of issue. The Consultant also reserves the right at any time, as long as the Contract has not been accepted by the Consultant, to withdraw their offer without notice to the Principal.

2.4 - The Contract is based on the information provided by the Principal to the Consultant at the time the Contract was drafted. This information must have been provided in good faith, be true and accurate insofar as the Principal is aware and contain no omission of information that might be pertinent to the effective execution of the Contract. Any changes to the information provided by the Principal may incur a reduction or increase in charges by the Consultant commensurate with their variation.

2.5 – These Terms supersede any other terms, conditions, stipulations or clauses that may have been provided by the Principal either before or after the Effective Date. They may not be modified or eliminated, unless such modifications or eliminations have been explicitly accepted by the Consultant in writing.

## **3. Execution Of The Agreement**

3.1 - The Consultant shall carry out the Services and provide the Deliverables as specified in the Agreement.

3.2 - The Consultant will carry out the Services with due professional skill and care to the best of their ability, in accordance with the Agreement (including, if any, the services levels

set forth the Contract), and otherwise all Standards of Practice.

3.3 - The Consultant has the right to determine the means, manner and methods by which the Services will be performed, with due regard and observance of (a) the Terms; and (b) where reasonably practicable, the needs and wishes of the Principal. No guarantee that a particular person or persons will be deployed to effectively fulfil the Contract by the Consultant is made.

3.4 - The Consultant shall use all reasonable efforts to carry out the Services and provide the Deliverables to the dates set forth in the Contract but reserves the right to extend these dates at times where circumstances deem it to be necessary. No direct or consequential losses on behalf of the Principal will be accepted by the Consultant for such delays, and no Liquidated or Ascertained Damages in connection with the Principals own contract will be accepted by the Consultant. In case of suspension of the Services or a Force Majeure Event, all deadlines and dates shall be automatically extended by a period of time equal to the period of suspension or Force Majeure Event, plus a reasonable period of re-enabling as required by the Consultant.

3.5 - The Consultant shall, where required, cooperate with third parties appointed by the Principal in relation to the Services, provided that the Consultant shall owe no duty to such third parties in terms of the Agreement.

3.6 - The Principal agrees that there may be interruption in the Services provided by the Consultants employees from time to time for reasons including - but not limited to - annual leave, sickness, internal meetings and training, and the Consultant shall for these short periods take reasonable steps to minimise any disruption to the Services. The Consultant may, with or without prior notification to the Principal, replace an employee or agent with other another of equivalent competency and skill.

3.7 - The Services provided by the Consultant and any Deliverables prepared by the

Consultant shall be only for the Principals use and benefit.

3.8 - The Principal agrees that the Services and Deliverables provided by the Consultant have been compiled in good faith, to the best of their professional ability, and given the information available to the Consultant at the time. Whilst they represent the view of the Consultant, the Principal agrees to review them and use them as such, and not to rely on them in any other capacity than as described in this section. To this end, the Principal shall apply its independent business judgement to evaluate the Services and any Deliverables or output arising from the Services and any Deliverables. The Principal shall evaluate the Services, Deliverables and any such output in the context of its business and make an independent decision on whether it wishes to implement or act on them. The Principal is responsible for acting as it sees fit on the basis of the use of the Deliverables or any other use deriving from the Services. The Consultant, and its employees and Subcontractors shall not be liable for any loss or damage to the Principal or any third party for any actions taken or not taken on the basis of the use of the Deliverables or use deriving from the Services except where it can be proven that such loss or damage has been caused by the gross negligence or wilful misconduct of the Consultant.

3.9 - All guarantees, warranties, conditions and other terms implied by state or common law (including, but not limited to, any implied warranties of merchantability and fitness for the purpose) are, to the fullest extent permitted by applicable law excluded from the Agreement.

#### **4. Cooperation Of the Principal**

4.1 - The Principal shall provide the Consultant with full, prompt and reasonable access to its personnel, external advisors, suppliers, contractors and other relations, premises and facilities which the Consultant reasonably believes to be required for the execution of the Services. If specific personnel are required, this will be expressly stated in the Contract.

4.2 - The Principal will provide the Consultant with, at its own expense, any and all information which the Consultant may require for the timely and proper execution of the Services, and the Principal represents and warrants that any information supplied by the Principal to the Consultant is true, accurate, representative, complete and is not misleading in any respect. The Principal further acknowledges that the Consultant will rely on such information provided by the Principal (without any duty to confirm or verify the accuracy thereof) in order to provide the Services and the Consultant shall not be liable for the consequences of any information provided not being true, accurate, complete or being misleading.

4.3 - The Principal shall undertake to keep the Consultant informed of any events, developments or changes in circumstance relating to the provision of the Services.

4.4 - Upon the reasonable request of the Consultant, the Principal will make certain materials, equipment and/or facilities available to the Consultant as may be required for the execution of the Services.

4.5 - The Principal shall obtain all and any approvals, licenses and security clearances of the Consultant by the Principal's clients or others controlling third-party sites where Consultant shall render the Services.

4.6 - The Principal undertakes to comply with all applicable legislation and regulations pertaining to the Contract, and use the Deliverables and Services provided under the Contract lawfully. Both the Consultant and the Principal agree to adhere to current Data Protection Regulations in servicing this Agreement.

## **5. Invoicing & Payment**

5.1 - The Principal shall in consideration of the Services and Deliverables, pay to the Consultant the Fees, Expenses and any VAT due as a result of execution of the Contract on or before the latest due date stated in any invoice submitted by the Consultant. If monies

are required prior to commencement of the Services by the Consultant, then no Services or Deliverables by the Consultant shall be rendered until such payment is made. The Consultant will not be held liable for any delay to the execution of the Contract incurred as a result of a delay in advance payment by the Principal.

5.2 – All monies referred to in Section 5.1 above shall be cleared funds, in full, to the Consultants bank account. It is the responsibility of the Principal to ensure they have adequate means, method and information (e.g. Bank Account and Sort Code), prior to the due date in order to make this payment.

5.3 - The Principal will be responsible for meeting all foreign exchange, banking, and any other related costs they might incur in making payment to the Consultant.

5.4 – The Consultant undertakes to invoice the Principal, and reasonably adhere to any payment systems, portals and/or requirements that the Principal may operate as part of their supplier payment procedures, insofar as these adhere to these Terms and fulfil payment to the Consultant in full and on time. Should, however, the sum total of additional time required of the Consultant to facilitate these systems beyond the simple provision of an invoice via email be greater than fifteen (15) minutes of additional time incurred, the Consultant reserves the right to charge for this additional time at the rate agreed under the Contract. In the same way, if any direct costs (e.g. stationary, postage, fuel etc) are incurred as a result of the requirements of the Principals payment systems, the Consultant reserves the right to charge for these at cost plus 20%.

5.5 - In the event of an invoice dispute, the Principal must notify the Consultant of the disputed amount and the reasons for the dispute in writing, and prior to the final date payment falls due; failing which the Principal shall be deemed to have accepted the invoice as due and payable in full. In the event the Principal withholds payment of a disputed invoice, the Consultant shall be entitled to

suspend the provision of the Services until the dispute is resolved, and any undisputed amount within the invoice is paid.

5.6 - If any invoice is not paid on the due date, the Consultant shall have the right to charge, and the Principal shall pay interest on the amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate of eight per cent (8%) per annum above the Base Rate as set out by the Bank of England at that time.

5.7 - In the event the Principal fails to pay any invoice when due – whether the dispute is advised to the Consultant or not - the Consultant may, without having to pay any damages or penalties: (a) suspend the performance of its obligations under the Agreement and/or the performance of the Services; or (b) terminate the Agreement by giving five (5) days' written notice. As a consequence of termination all Fees and Expenses that the Principal owes under the Agreement shall become immediately due and payable. Furthermore if the dispute, upon all reasonable efforts by the Consultant, is not then settled, and any remaining monies paid within thirty (30) days after becoming overdue, the Consultant shall be entitled to fifty (50) percent of the Fees and Expenses remaining under their Contract with the Principal or £250.00 plus VAT, whichever is the higher, due immediately.

5.8 – All Fees and Expenses offered for Services and Deliverables by the Consultant, when offered at a Fixed Price, are firm for a maximum period of 3 months, after which the Consultant reserves the right to increase: a) Fees in accordance with any increase as set out in the Consumer Price Index published by the UK Office of National Statistics; and b) Expenses at cost plus 20%.

## **6. Confidentiality**

6.1 – The Consultant agrees not to disclose, and to keep all Confidential Information obtained whilst servicing the Contract private, unless expressly agreed by the Principal. If the Principal becomes aware of any unauthorised

disclosure of Confidential Information, it shall immediately inform the Consultant and the Parties shall seek to find a remedy to the situation and prevent its further unauthorised use.

6.2 - The Consultant may, in the reasonable performance of the Contract, disclose Confidential Information pertaining to the Principal and its Affiliates on a “need to know” basis to: (a) any legal advisers and statutory auditors that it has engaged for itself; (b) any regulator having regulatory or supervisory authority over its business; (c) any director, officer or employee of the Principal; (d) its Affiliates and Subcontractors and their directors, officers or employees.

6.3 – All Confidential Information held by the Consultant will be retained for a period of ninety (90) days, or as set out in its Contract with the Principal, whichever is the longer, after which it will be returned to the Principal, or destroyed.

## **7. Intellectual Property Rights**

7.1 – Intellectual Property Rights, or IPR, means any and all rights of the Consultant in any tools, methodologies, services, documents and techniques of any nature whatsoever, which have been created or acquired by the Consultant before or otherwise than in the performance of the Agreement and which are used by the Consultant in connection with or to perform the Services or otherwise are necessary for exploitation of the Services.

7.2 – The Consultant retains ownership of any IPR that may have been created for, and on behalf of the Principal during execution of any Contract, until such time that all invoices submitted for payment by the Consultant in connection with that contract are paid in full.

7.3 – Any templates or standard documents used by the Consultant, whether in Microsoft Word, Excel, Database or any other format, including hard copy, remain the property of the Consultant at all times, and shall not be used, amended or altered in any way by the Principal

without express prior written consent by the Consultant.

## **8. Liability & Claims**

8.1 - Upon completion of the Services or delivery of the Deliverables, the Principal shall evaluate the Services and Deliverables, and will report any defects to the Consultant within thirty (30) days of completion of the Services or delivery of the Deliverables. Failure to do so will be deemed full acceptance of the Services or delivery of the Deliverables without further right to claim or offset.

8.2 - In the event of a claim attributable to the Consultant its employees or Subcontractors, the liability of the Consultant, shall be limited to;

- (a) in the event the claim is, in the sole opinion of the Consultant, capable of remedy, to perform Services or supply Deliverables as may be reasonably be required to complete, rectify or augment the Services or Deliverables to the required level as set out in the Contract.
- (b) Or, in the event the claim is not capable of remedy or not remedied within thirty (30) days of notice of the defect being received by the Consultant, the sum total of the value of all fees charged to the Principal for the defective Services and/or Deliverables.

8.3 - In no event shall the Consultant's cumulative overall liability for any and all claims, demands, causes of action, suits, proceedings, remedies, fines, penalties, taxes, losses, judgments, liens, liabilities, indemnities, costs, awards, damages (including any punitive and/or exemplary damages) or expenses of any kind and character (including reasonable attorney's fees and other legal-related expenses) (Claims) arising out of, relating to or in connection with the Agreement exceed the amount of Fees paid by Principal in respect of the Services that gave rise to such Claim. Further, in no event shall the Consultant or any of its directors, officers, employees, advisors, Subcontractors, or

Affiliates be liable under the Agreement to the Principal or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost profits, revenues or business opportunities, diminution in value or damage to reputation and/or goodwill, arising out of, relating to, or in connection with the Agreement, regardless of (a) whether such damages were foreseeable; (b) whether or not the Principal was advised of the possibility of such damages; and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

8.4 - The Principal shall indemnify, hold harmless, and, upon the Consultant's written request, defend the Consultant and any of its directors, officers, employees, advisors, Subcontractors, or Affiliates from and against any and all Claims by any third party (including but not limited to the directors, officers, employees, advisors, Subcontractors, subsidiaries or Affiliates of the Principal) arising out of, relating to or in connection with the Agreement to the extent that the aggregate of any such Claims exceeds Consultant's cumulative overall liability set forth in Article 8.3.

8.5 - The Principal shall be prohibited from bringing legal action following the expiry of three (3) months from the day upon which the Principal became aware of the Claim. In any event, Claims shall be prohibited by the expiration of six (6) months after the event that gave rise to the Claim.

8.6 - The Articles 8.1 to 8.5 shall apply irrespective of cause and notwithstanding the Consultant's negligence or breach of duty (whether statutory or otherwise) and irrespective of, whether such Claims are based or claimed to be based on negligence (including sole, joint, concurrent or otherwise), breach of any warranty, condition or term (statutory or otherwise), breach of agreement, statute, strict liability or otherwise and irrespective of any Claim in tort, under contract or otherwise at law.

8.7 - In agreeing to any Contract, the Principal agrees that The Fees paid by the Principal and

the other provisions of the Agreement reflect the allocations of risk between the parties. The provisions of this Article 8 are an essential element of the basis of this Agreement.

8.8 - Each party shall use all reasonable endeavours to mitigate any Claims arising out, relating to or in connection with the Agreement.

8.9 In entering this agreement, both Consultant and Principal shall take out adequate insurance policies at their own expense so as to sufficiently cover their respective liabilities under the Agreement, and shall, upon written request of the other Party, provide written evidence of the existence of such policies.

## **9. Contract Duration and Termination**

9.1 – The Agreement may be terminated if, a) a Party commits a breach of any material term or condition of the Agreement, the effect of which breach is or may be substantial; or (b) in any case of theft, wilful misconduct, gross negligence, fraud or fraudulent misrepresentation by a Party when performing its obligation in connection with the Agreement; or (c) the affected Party stops or suspends, or threatens to stop or suspend payment of all or a material part of its debts or is unable to pay its debts as they fall due; or (d) any step is taken with a view to the administration, winding up or bankruptcy or any similar proceedings in the Jurisdiction of the affected Party.

9.2 - The Agreement shall commence on the Effective Date and shall, unless terminated earlier in terms of the Agreement, automatically terminate once the Services have been rendered by the Consultant and all Fees, Expenses and VAT have been paid by the Principal.

9.3 - Upon termination of the Agreement for any cause, the Principal shall pay to the Consultant, within five (5) business days of the date of termination, all Fees and any Expenses and VAT. payable under the Agreement for the Services performed up to the termination. Termination of the Agreement shall not affect

any rights, remedies, obligations or liabilities of the Parties which have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## **10. Software**

10. 1 – In the event that the Consultant provides software in any form, whether sold or as part of the function of their services, the Principal warrants that;

- a) They have suitable, recognised Anti-Virus, Firewall and other Malware software in operation on all devices that may be used in the function of that software.
- b) If the software provided is in conjunction of use with any other platform or software (eg Linux, Google, Microsoft Office), that they will maintain sufficient Anti-Virus, Firewall and other Malware to scan that software before use, then protect those files on an ongoing basis.
- c) That the use of the software is entirely at their discretion, and that it is their responsibility to maintain it fully as the training provided, and that malfunction of the software outside of this training is not the responsibility of the Consultant.

## **11. Miscellaneous**

11. 1 – Should there be inconsistency between the provisions of the Contract and these Terms, the provisions of the Contract will prevail to the extent required only to resolve such conflict or inconsistency.

11.2 - The Agreement (including these Terms) constitutes the entire agreement between the Consultant and the Principal relating to the Services and supersedes any other agreement, document or pre-contractual statement relating to the same subject matter.

11.3 - If any provision of the Agreement should be invalid, illegal or unenforceable in any respect or in any circumstance, the validity, legality or enforceability of such provision in any other respect or circumstance will not in any way be affected or impaired thereby and the Parties will endeavour to replace the invalid, illegal or unenforceable provision with a similar provision and the validity, legality or enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby.

11.4 - The Agreement between the Consultant and the Principal will be exclusively governed by and construed in accordance with the laws of the Jurisdiction.