

## SISPLUS TERMS AND CONDITITONS

1. Interpretation
  - 1.1. In these Conditions:

"the Client" means the person who accepts Support's written quotation for the sale of Goods and/or the supply of Services or whose written order for the Goods and/or supply of Services is accepted by the Client

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Client and Support

"Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services

"Goods" means the goods (including any instalment of the goods or any part of them) which Support is to supply in accordance with the Contract

"Services" means the services (if any) which Support is to supply pursuant to the Contract

"Works" means the scope of work as defined in the contract

"Support" means Support In Sport (UK) Limited (Company Number 4174873)
  - 1.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
  - 1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. Basis of Sale
  - 2.1. Support shall sell and the Client shall purchase the Goods and/or the Services in accordance with Support's written quotation (if accepted by the Client) or the Client's written order (if accepted by Support) subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions on which any quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Client. No variation to these Conditions shall be binding unless agreed in writing and signed by the authorised representatives of Support and the Client.
  - 2.2. Support in Sport reserves the right to carry out credit checks on the Client.
  - 2.3. Until full payment has been received by the Company for all the Goods supplied or Services rendered at anytime by the Company to the Buyer: The property in the Goods shall remain with the Company.
3. Orders and Specification
  - 3.1. No order submitted by the Client shall be deemed to be accepted by Support unless and until confirmed in writing by Support.
  - 3.2. Any written quotation made by Support shall be valid for a period of thirty days.
  - 3.3. The Client shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client and the accuracy of all information supplied by the Client including without limitation soil samples and analysis and for giving Support all necessary information within a sufficient time to enable Support to perform the Contract.
  - 3.4. All plans drawings designs data and other information relating to the Goods or Services and all copyright design rights or other intellectual property rights in them shall belong to Support.
  - 3.5. The quantity, quality and description of the Goods and Services and any specification for them shall, [subject as provided in these Conditions,] be as specified in Support's quotation (if accepted by the Client) or the Clients order (if accepted by Support).
4. Price of the Goods/Services and Variations
  - 4.1. The price of the Goods and/or Services shall subject to Clause 4.2. be Support's quoted price.
  - 4.2. Support reserves the right by giving written notice to the Client at any time before [completion] to increase the price of the Goods and/or Services to reflect any increase in the cost to Support including without limitation:-
    - 4.2.1. increase in the costs of materials, other costs of manufacture, transport and fuel;
    - 4.2.2. increase in costs as a result of foreign exchange fluctuations or currency regulation;
    - 4.2.3. increase in costs arising as a result of any necessity to conform with any applicable regulatory statutory or EU requirements;
    - 4.2.4. increase in costs as a result of any change in the commencement date, the quantities or specifications for the Goods and/or Services which is requested by the Client or any delay caused by any instructions of the Client;
    - 4.2.5. any increase in costs arising from the failure of the Client to give Support adequate or correct information or instructions.
  - 4.3. The price is exclusive of any applicable value added tax which the Client shall be additionally liable to pay Support.
5. Sub-contractors
  - 5.1. Support shall be entitled to use third party parties to supply all or any of the Goods and to perform all or any of the Services
  - 5.2. If the Client requests Support to engage a sub-contractor stipulated by the Client the Client shall be deemed to be aware of the terms and conditions of that sub-contractor and to have accepted the same.
6. Terms of payment
  - 6.1. Subject to any special terms agreed in writing between Support and the Client, Support shall be entitled to invoice the Client on or at any time after completion in accordance with Clause 7.
  - 6.2. Unless otherwise specifically agreed in writing between Support and the Client, the Client shall pay the price of the Goods and/or Services within [30] days of the date of Support's invoice without any withholding or set off.
  - 6.3. The time of payment of the price shall be of the essence of the Contract.
  - 6.4. If the Client fails to make any payment on the due date then without limiting any other right or remedy available to Support may:-
    - 6.4.1. cancel the Contract or suspend delivery of the Goods or performance of the Services; and
    - 6.4.2. charge the Client interest (both before and after any judgment) on the amount unpaid, at a rate of 3 per cent per annum above HSBC Bank plc base rate from time to time, until payment is made in full.
  - 6.5. Support retains title to goods and services supplied until purchase consideration made in full.
7. Completion
  - 7.1. The Works shall be deemed to be completed on the date on which Support notifies the Client in writing of completion of the Works or the date on which the Client first puts the Works into use whichever is the earlier.
  - 7.2. Unless previously agreed by Support in writing time for completion of the Works shall not be of the essence of the Contract and any dates for completion of the Works are approximate only and Support shall not be liable for any delay in completion of the Works however caused.

## 8. Warranties and liability

- 8.1. Support warrants to the Client that the Works will be of satisfactory quality free from defects in material and workmanship and will correspond with the Client's specification. This warranty is provided for a period of 12 months following practical completion.
- 8.2. Support shall be liable for the damage to the work, auxiliary works, equipment and material in so far this is caused by the work and is due to fault, omission, negligence of intention but not otherwise.
- 8.3. The above warranty is given by Support subject to the following conditions:-
- 8.4. Support shall be under no liability in respect of any defects in the Works arising from any drawing design specification or
  - 8.4.1. information supplied by the Client;
  - 8.4.2. Support shall be under no liability in respect of any defect or deterioration arising from fair wear and tear, wilful damage adverse weather conditions, negligence, failure to follow Support's instructions (whether oral or in writing) particularly with regard to aftercare and maintenance, misuse or alteration or repair or maintenance of the Works without Support's approval;
  - 8.4.3. Support shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Works has not been paid by the due date;
  - 8.4.4. the above warranty does not extend to parts materials or equipment not manufactured by Support in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or subcontractor;
  - 8.4.5. Support shall be responsible for the first 12 months following installation for any seams and joins in the carpet that may detach or otherwise become unfixed, thereafter such instances shall be deemed to be part of ongoing maintenance and the responsibility of the Client.
- 8.5. Except in respect of death or personal injury caused by Support's negligence, or liability for defective products under the Consumer Protection Act 1987, Support shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Support, its employees or agents or otherwise) which arise out of or in connection with the Works (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use by the Client, and the entire liability of Support under or in connection with the Contract shall not exceed the price of the Works, except as expressly provided in these Conditions.
- 8.6. Support shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Support's obligations in relation to the Works, if the delay or failure was due to any cause beyond Support's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond Support's reasonable control:-
  - 8.6.1. Act of God, explosion, flood, tempest, fire or accident;
  - 8.6.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 8.6.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 8.6.4. import or export regulations or embargoes;
  - 8.6.5. Delay in transportation of goods due to factors outside of the control of Support
  - 8.6.6. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Support or of a third party);
  - 8.6.7. difficulties in obtaining transport, raw materials, labour, fuel, parts or machinery;
  - 8.6.8. power failure or breakdown in machinery.

## 9. Insolvency of Client

- 9.1. This Clause 10 applies if:-
  - 9.1.1. the Client makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

- 9.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or
- 9.1.3. the Client ceases, or threatens to cease, to carry on business; or
- 9.1.4. Support reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.
- 9.2. If this Clause applies then, without limiting any other right or remedy available to Support, Support may cancel the Contract or suspend the Works without any liability to the Client, and if the Works have been completed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 10. General

- 10.1. A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.2. No waiver by Support of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 10.4. The Contract (Rights of Third Parties) Act 1999 shall not apply to these Conditions or the Contract and nothing in these Conditions or the Contract confers or purports to confer on any third party any benefit or any right to enforce any terms of these Conditions or the Contract.
- 10.5. Any dispute arising under or in connection with the Contract or the Works shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators
- 10.6. The Contract shall be governed by the laws of England and the Client agrees to submit to the non-exclusive jurisdiction of the English Courts.

## 11. Autorenewal

- 11.1. All SISPlus contracts will renew automatically on a rolling annual basis at the end of the agreed initial term.
- 11.2. If you would like to opt out of autorenewal, please email our team 30 days before your contract with SISPlus is due to end and let us know