

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in

London are open for business.

Cancellation: act of deciding that an organized event will not happen or of stopping an order for something.

Client: including Commercial (the individual, person, or firm including, corporate bodies, associations and sole traders) who purchases the Goods and/or Services from the Supplier in connection with a business) and Domestic Client's.

Client Default: has the meaning given in Clause 7.2.

Commencement Date: has the meaning given in Clause 2.2.

Commercial Client: any work carried out in connection with a business (including sole traders).

Conditions: these terms and conditions as amended from time to time in accordance with Clause 16.8.

Contract: the contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these Conditions.

Data Controller: has the meaning set out in GDPR Article 24 and section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Client.

Delivery Location: has the meaning given in Clause 5.1.

Domestic Client: any work carried out that is not done in connection with a business.

Estimate an approximate calculation of the value of cost for a particular job or service.

Force Majeure Event: has the meaning given to it in Clause 15.

GDPR: General Data Protection Regulation.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is

agreed in writing by the Client and the Supplier.

Installation: Installation of products and Materials

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks and

service marks, business names and domain names, rights in get-up, goodwill and the right to sue for

passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to

use, and protect the confidentiality of, confidential information (including know-how and trade secrets),

and all other intellectual property rights, in each case whether registered or unregistered and including all

applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority

from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist

now or in the future in any part of the world

Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's acceptance

of the Supplier's Estimate. Acceptance of the Quote is subject to agreement of details specified and is

agreement for the Supplier to book a Commencement Date.

Personal Data: has the meaning set out in GDPR Article 4.1 and section 1(1) of the Data Protection Act

1998 and relates only to personal data, or any part of such personal data, in respect of which the Client

is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

Processing and process: have the meaning set out GDPR Article 4.2 and section 1(1) of the Data

Protection Act 1998.

Services: the services, including the Deliverables, supplied by the Supplier to the Client as set out in

the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the

Supplier to the Client.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

Supplier: ICF Future build LTD registered in England and Wales with a company number 16362711

Supplier Materials: has the meaning given in Clause 7.1(h).

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date).

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS AND MATERIALS

3.1 The Goods and Materials are described as per the Goods Specification provided by the Supplier.

3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Client in any such event.

3.3 The risk in the Goods supplied by the Supplier shall pass to the Client on completion of delivery.

3.4 Title to the Goods supplied by the Supplier shall not pass to the Client until the Supplier receives

payment in full (in cash or cleared funds) for the Goods.

3.5 Until title to the Goods has passed to the Client, the Client shall:

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

- (a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 13.2(c), to Clause 13.2(f); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

4. QUALITY OF GOODS AND MATERIALS

4.1 The Supplier confirms the following warranties apply to the goods used in providing their services shall:

- (a) the Manufacturer's warranty (and its limitations) will apply to the Goods at all times. Please note that where spray cork or roof coatings are used, the warranty will only apply to the product and not the pre-existing surface or item that they are sprayed on/placed over;
- (b) all Goods supplied to be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 The Supplier shall not be liable for the Goods' failure to comply with the warranty in Clause 4.1 if:

- (a) the Client makes any further use of such Goods after giving a notice of an defect and/or malfunction;
- (b) the defect arises because the Client failed to follow the Manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Client;
- (d) the Client alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

- (f) the Supplier is required to make changes to the Goods to make them functional;
- (g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.3 Except as provided in this Clause 4, the Supplier shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in Clause 4.1.

4.4 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5. DELIVERY OF GOODS

5.1 Where the Supplier is instructed to source goods, they shall liaise with their selected third parties and arrange delivery of the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location).

5.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

5.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods by the selected third party.

5.4 If the Client fails to take delivery of the Goods by the selected third party on the agreed date, then except where such failure or delay is caused by a Force Majeure Event the Supplier reserves the right change the work Commencement Date.

5.5 If the Client fails to use the Supplier's recommended third parties and chooses to supply Goods via their own sources and delivery is delayed, then the Supplier reserves the right to bill the Client for any such delays in work being carried out.

6. SUPPLY OF SERVICES

6.1 These Terms and Conditions apply to the following services (with full details of the specific services which are to be provided to be detailed in the Estimate), provided by the Supplier:

- (a) General Building Services;
- (b) Maintenance and repair.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

6.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

6.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

6.5 The Supplier reserves the right to charge the Client additional fees (upon conclusion) whereby upon commencement of the agreed work, they discover unforeseen issues/problems, which prevent them carrying the agreed work to a reasonable standard, resulting in them being required to carry out additional work in addition to the original Estimate.

6.6 If the Supplier is required to supply goods and/or services supplied by a third party, the Supplier does not give any warranty, guarantee or other term or condition as to the quality, fitness for purpose or otherwise, but shall, where possible, pass on to the Client the benefit of any warranty, guarantee or indemnity given by such third party to the Supplier.

6.7 The Supplier reserves the right to submit a new and separate proposal, for written approval if the Client requests changes or revisions which are deemed to be in excess of ten percent (10%) of the time required to produce the initial deliverables, and or the value or scope of the services. Work shall not begin on the revised services and/or until a fully signed revised proposal and, if required, any additional retainer fees are agreed.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier with full and clear access to the work area where the services are to be supplied, free of fixtures, fittings and furniture. Failure to do so, will result in Clauses 7.2(c) & 8.4;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

(e) provide the Supplier with adequate parking, no more than 50 metres from the location of where the services are to be supplied. Where parking charges are applicable, the Client agrees to meet the cost incurred to the Supplier.

(f) prepare the Client's premises for the supply of the Services;

(g) notify the Supplier, at least 48 hours prior to the commencement of work of any changes or

additional work that is required in addition to the original Estimate;

(h) obtain all necessary planning and building regulations required to allow the Supplier to provide the Services;

(i) obtain and maintain all necessary licences, permissions and consents which may be required

for the Services, before the date on which the Services are to start;

(i) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Client's premises in safe custody at its own risk, maintain the Supplier Materials

in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials

other than in accordance with the Supplier's written instructions or authorisation;

(j) provide the Supplier with all relevant Notification periods, in good time;

(k) comply with all applicable laws, including health and safety laws;

7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 7.2;

(c) where the Supplier is unable to commence their services due not having full and clear access to the site and/or work area, the Supplier will enforce a penalty charge upon the Client for clearing the area(s), see Clauses 7.1(c) & 8.4

(d) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

8. CHARGES AND PAYMENT

8.1 The Charges for the Services shall be calculated on a time and materials basis:

(a) the Charges shall be calculated in accordance with the Supplier's fee stipulated in the Estimate and Payment will be required in accordance with Clause 8.1(c);

(b) any provisional sums quoted in proposals are not binding. The sums quoted may vary based

upon what the Client selects from the recommended third party suppliers, which may also incur additional material and fitting costs if/where appropriate.

(c) the Supplier's Services (see Clause 7.1) will be charged in the following manner:

(i) Deposit – between 10%-50% (of total value of the work) dependent upon the agreed works Order, details of which will be stated on the Estimate and required prior to commencement;

(ii) Final Payment – the remainder of the outstanding balance is payable upon completion of the agreed works and payable: within 24 hours of the date of Supplier's invoice;

(iii) The Supplier reserves the right to offer staged payments, at their discretion and only where the value of the agreed works Order is in excess of £500.00;

(iv) Unless payment is required prior to commencement, then the following payment terms will apply:

i. Domestic Client's: – invoices payable within 7 days;

ii. Commercial Client's – invoices payable within 28 days.

8.2 If the Client cancels the agreed work at any time prior to 14 days, before works commencement they will be liable to pay a cancellation fee of the higher amount of £150.00 or 10% of the agreed fee for the works. If the cancellation is made within 14 days of the work commencement date, in addition to this cancellation fee, the Client will also be liable for any further costs or losses incurred by the Supplier in relation to the works. This fee will be payable within 7 days of invoice.

8.3 If the Client changes the works commencement date, within 14 days prior to commencement, they will be liable to pay an adjustment fee of £100.00 and any costs and losses that the supplier may have incurred within this period. This fee will be payable within 7 days of invoice.

8.4 The Supplier reserves the right to increase the charges for the Services on an annual basis with effect from the commencement of each calendar year;

8.5 The Supplier reserves the right to charge a Penalty Charge, where applicable, in accordance with

Clauses 7.1(c) & 7.2(c) where the Supplier is required to clear the site and/or work area. The applicable fee will be £100.00 per hour (rounded up to the hour for partial hours), payable within 7 days of invoice.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

8.6 The Client shall pay each invoice submitted by the Supplier by Cash or by Direct Bank Transfer,
Card payment or BACS in full and in cleared funds to a bank account nominated in writing by the
Supplier, and time for payment shall be of the essence of the Contract.

8.7 All amounts payable by the Client under the Contract are inclusive of amounts in respect of value
added tax chargeable from time to time (VAT). Where applicable, the VAT element of the
invoice

will be clearly specified and payment of this taxable element, is due upon the supply of the
Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.8 If the Client fails to make a payment due to the Supplier under the Contract by the due
date, then,
without limiting the Supplier's remedies under Clause 13 (Termination), the Client shall pay
interest on the overdue sum from the due date until payment of the overdue sum, whether
before

or after judgment. Interest under this Clause 8.8 will accrue each day at 8% a year above the
Bank of England's base rate from time to time, but at 8% a year for any period when that
base
rate is below 0%.

8.9 All amounts due under the Contract shall be paid in full without any set-off,
counterclaim,
deduction or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other
than
Intellectual Property Rights in any materials provided by the Client) shall be owned by the
Supplier.

9.2 The Supplier grants to the Client, or shall procure the direct grant to the Client, of a fully paid-
up,
worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the
Deliverables (excluding materials provided by the Client) for the purpose of receiving and using
the Services and the Deliverables in its business.

9.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in Clause 9.2.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

9.4 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable

licence to copy and modify any materials provided by the Client to the Supplier for the term of the

Contract for the purpose of providing the Services to the Client.

10. DATA PROTECTION AND DATA PROCESSING

10.1 The Client and the Supplier acknowledge that for the purposes of General Data Protection

Regulation (GDPR), the Client is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data.

10.2 The Supplier shall process the Personal Data only in accordance with the Client's instructions

from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.

10.3 The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

10.4 Each party warrants to the other that it will process the Personal Data in compliance with all

applicable laws, enactments, regulations, orders, standards and other similar instruments.

10.5 The Supplier warrants that, having regard to the state of technological development and the costs

of implementing any measures, it will:

(a) take appropriate technical and organisational measures against the unauthorised or unlawful

processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the data to be protected.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

(b) take reasonable steps to ensure compliance with those measures.

10.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this Clause 10.

10.7 The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Client's, or Client's Suppliers of the other party, except as permitted by Clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

12. LIMITATION OF LIABILITY:

12.1 The total liability of Supplier to Client from any cause whatsoever, will be limited to the lesser of

Client's actual damages or the contractual price paid to Supplier for those Services supplied that

are the subject of Client Client's claim

12.2 Subject to Clause 12.1, the Supplier shall not be liable to the Client, whether in contract, tort

(including negligence), for breach of statutory duty, or otherwise, arising under or in connection

with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill;

(g) loss, damage or claim arising from the Clients failure to obtain the required Planning or Building Regulations; and

(h) any indirect or consequential loss.

12.3 Subject to Clause 12.1, the Supplier's total liability to the Client, whether in contract, tort

(including negligence), breach of statutory duty or otherwise, arising under or in connection with

the Contract, shall be limited to 50% of the total charges paid under the Contract.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

12.4 The Supplier will not be liable for any damage caused to the Client's items of any sort, including

fixtures and fittings during the course the agreed works and for a period of 6 months post completion.

12.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by

sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted

by law, excluded from the Contract.

12.6 All claims against Supplier must be brought within one 1 year after the cause of action arises and

Supplier waives any statute of limitations which might apply by operation of law or otherwise

12.7 This Clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract

prior to commencement by giving the other party 30 days written notice. If the Client terminates

the Contract they will still be liable for the cancellation fee as per Clause 8.2.

13.2 Without affecting any other right or remedy available to it, Supplier may terminate the Contract

with immediate effect by giving written notice to the other party if:

(a) the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 24 hours of that party being notified in writing to do so;

(b) the Client fails to pay any amount due under the Contract on the due date for payment

(c) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

(d) the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(e) the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(f) there is a change of control of the Client;

13.3 Without affecting any other right or remedy available to it, the Client may terminate the Contract

by providing 7 days written notice to the Supplier if:

(a) the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 72 hours after receipt of notice in writing to do so;

(b) the Supplier takes any step or action in connection with its entering administration, provisional

liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for

the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business

(c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of

Services under the Contract or any other contract between the Client and the Supplier, if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in Clause 13.2(c) to Clause 13.2(f), or the Supplier reasonably believes that the Client is about to become subject to any of them.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

(a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices (including any applicable cancellation or adjustment fee in accordance with Clauses 8.2 & 8.3) and interest and, in respect of the agreed Goods and Services including those for

which the agreed Goods and Services have not been completed and/or supplied. Where no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the Client shall return all of the Supplier Materials and any Deliverables which have not been

fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities

of the parties that have accrued up to the date of termination or expiry, including the right to claim

damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue

in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

16. GENERAL

16.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

16.2 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract

shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email to the address specified in the quote or order.

(b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

(c) This clause does not apply to the service of any proceedings or other documents in any legal

16.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

16.4 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have

no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misrepresentation] based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

16.7 Third parties rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.8 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

ICF Future build LTD

Terms & Conditions

for Supply of Goods & Services



ICF Future Build

16.9 Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.10 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

17. PERSONAL GUARANTEE

Please note that the following term only relates to Commercial Clients.

By ticking the accompanying box, I hereby confirm that I am authorised as a Director/Partner of the Client, and I agree to being personally liable for any outstanding monetary sums owed to the

Supplier should the Client no longer continue to trade or cease to exist (i.e. Wound up/Dissolved/Liquidated/placed in Administration). (please tick)

Insert Name: