**TERMS AND CONDITIONS OF BUSINESS OF**
**KNR Property Developments Ltd**
**Company Number 15145173**
**Trading as "KNR Group Ltd"**

**1 DEFINITIONS**

**The following expressions shall have the following meanings:**

**1.1 "Supplier" means KNR Property Developments Limited trading as KNR Group, Business Address: East Hall Farm, East Hall Lane, Wennington, Rainham RM13 9DS**

1. **"Customer" means any person who purchases Services and/or Products from the Supplier.**

1. **"Proposal" means a statement of work, quotation or other similar document describing the Services and/or the Products.**

**1.4 "Services" means the services as described in the Proposal and includes any materials required to complete the work.**

**1.5 "Products" means any products supplied by the Supplier to the Customer.**

**1.6 "Terms and Conditions" means the terms and conditions of supply of Services and/or Products set out in this document and any subsequent terms and conditions agreed in writing by the Supplier.**

**1.7 "Order" means the formal acceptance by the Customer of the Proposal.**

**1.8 "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Products incorporating these Terms and Conditions.**

**1.9 "Intellectual Property Rights" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;**

**1.10 "Adjudicator" is the party nominated to resolve a dispute between the Customer and the Supplier.**

**2 GENERAL**

**2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services and/or Products by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.**

**2.2 Any variation to these Terms and Conditions must be agreed in writing by the Supplier.**

**2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.**

**3 PROPOSAL**

**3.1 The proposal for Services and/or Products as attached to the terms and Conditions and are available for inspection on www.knrgroup.co.uk. By accessing the website, you confirm your agreement to be bound by these Terms and Conditions.**

**3.2 The Proposal for Services and/or Products is attached to these Terms and Conditions.**

**3.3 The Proposal for Services and/or Products shall remain valid for a period of 28 days from the date of the Proposal.**

**3.4 The Proposal must be accepted by the Customer in its entirety.**

**3.5 The Customer shall be deemed to have accepted the Proposal by placing an Order with the Supplier.**

**3.6 The Agreement between the Supplier and the Customer, incorporating these Terms and Conditions, shall only come into force when the Supplier confirms an Order in writing to the Customer. Prior to any confirmation the Supplier has the right to refuse any Order.**

**4 SERVICES, PRODUCTS AND DELIVERY**

**4.1 The Services and/or Products are as described in the Proposal.**

**4.2 Any variation to the Services and/or Products must be agreed by the Supplier in writing.**

**4.3 Any drawings, descriptions or specifications contained in advertising material, brochures or catalogues issued by the Supplier are for the sole purpose of giving an approximate idea of the Products and/or Services and will not form part of any Agreement unless otherwise agreed in writing by the Supplier.**

**4.4 The Services and/or Products will be delivered between the hours of 08:00 and 16:00 Monday to Friday. The Supplier may vary these times by intimating in writing details of the change to the Customer.**

**4.5 Dates given for the delivery of Services and/or Products are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.**

**5 PRICE AND PAYMENT**

**5.1 The price for Services and/or Products is as specified in the Proposal and is inclusive of VAT and any other charges as outlined in the Proposal.**

**5.2 The price for any materials required to complete the Services is inclusive in the Proposal.**

**5.3 The terms for payment are as specified in the Proposal.**

**5.4 The Customer must settle all payments for Services and/or Products on delivery of the supplier's invoice.**

**5.5 The Customer will pay interest on all late payments at a rate of 10% per annum.**

**5.6 The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is late.**

**5.7 The Customer is not entitled to withhold any monies due to the Supplier.**

**5.8 The Supplier is entitled to vary the price to take account of:**

**5.8.1 any additional Services and/or Products requested by the Customer which were not included in the original Proposal.**

**5.8.2 any increase in the cost of materials.**

**5.8.3 any additional work required to complete the Services which was not anticipated at the time of the Proposal.**

**and any variation must be intimated to the Customer in writing by the Supplier.**

**6 CUSTOMER OBLIGATIONS**

**6.1 The Customer will provide access to the Supplier at the times specified in these Terms and Conditions and will co-operate with all reasonable requests by the Supplier.**

**6.2 The Customer will provide electricity, water and toilet facilities to the Supplier for the purpose of completing the Services.**

**6.3 The Customer will apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the Services prior to the commencement of the work.**

**6.4 The Customer will take all reasonable steps to ensure that the Supplier does not sustain any damage or loss to any equipment stored on site.**

**6.5 The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customers failure to comply with the obligations as defined by these Terms and Conditions.**

## 7 SUPPLIER OBLIGATIONS

**7.1 The Supplier shall supply the Services and/or Products as specified in the Proposal.**

**7.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.**

**7.3 The Supplier shall comply with all relevant health and safety regulations.**

**7.4 The Supplier shall be registered with the appropriate organisation for the purpose of self-certification or notify building control to arrange for an inspection of the work carried out if so required to do so in terms of the relevant building regulations.**

**7.5 In addition to the undertakings specified in Clause 7.4 the Supplier shall ensure that all necessary licences and permissions required to provide the Services and/or Products are current.**

**7.6 The Supplier shall be responsible for all waste management and disposal required while providing the Services and/or Products.**

**7.7 The Supplier shall hold valid employer and public liability insurance policies.**

## 8 CANCELLATION

**8.1 The Customer may cancel an Order for Services and/or Products by notifying the Supplier in writing within 7 days of placing the Order and any monies paid by the Customer will be refunded in full subject to the deduction of an administration charge of 1% of the total sum specified in the Proposal.**

**8.2 If the Customer does not notify any cancellation within the time specified in Clause 8.1 any monies paid will not be refundable.**

## 9 DEFECTIVE PRODUCTS AND SERVICES

**9.1 The Supplier guarantees that the Services and/or Products will be free from defects in materials and/or workmanship for a period of 12 months from the date that the Services and/or Products were supplied, unless otherwise confirmed in the Proposal.**

**9.2 Clause 9.1 does not apply:**

**9.2.1 if a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Services and/or Products after risk has passed to the Customer;**

**9.2.2 if a fault arises due to wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party.**

**9.3 If the Services and/or Products are found to be defective in accordance with these Terms and Conditions then the Supplier shall, at its sole discretion, either repair, re-perform or replace the Services and/or Products or refund any monies paid for the defective Services and/or Products.**

**9.4 If the Customer has not paid for the Services and/or Products in full by the date the defect in Services and/or Products is notified to the Supplier then the Supplier has no obligation to remedy the defect in terms of this Clause 9.1.**

**10 PROPERTY AND RISK**

**10.1 Risk in the Products or in any property or materials used to provide the Services shall pass from the Supplier to the Customer when the Products or property or materials leave the premises of the Supplier or on delivery if the Supplier is transporting the items.**

**10.2 Adequate insurance must be held by both parties to protect the Products or any property or materials that are within their care.**

**10.3 Title or ownership of any property or materials belonging to the Supplier remains with the Supplier until payment is received from the Customer in full.**

**10.4 The Customer must store any property or materials belonging to the Supplier separately from any other property or materials belonging to the Customer or a third party.**

**11 TERMINATION**

**11.1 The Agreement shall continue until the Services and/or Products have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.**

**11.2 The Customer may terminate the Agreement if the Supplier fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 7 days after notification of non-compliance is given.**

**11.3 The Supplier may terminate the Agreement if the Customer has failed to make over any payment due upon the sum being requested.**

**11.4 Either party may terminate the Agreement by notice in writing to the other if:**

**11.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or**

**11.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or**

**11.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or**

**11.4.4 the other party ceases to carry on its business or substantially the whole of its business; or**

**11.4.5 the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.**

**11.5 In the event of termination the Customer must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.**

**11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.**

**12 WARRANTIES**

**12.1 The Supplier warrants that the Products will, at the time of delivery, correspond to the description given in the Proposal.**

**12.2 The Supplier warrants that the Services will be performed using all reasonable skill and care.**

**13 LIMITATION OF LIABILITY**

**13.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Service and/or the Products.**

**13.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.**

**13.3 For the avoidance of doubt, time shall not be of the essence, and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services or supply the Products by any agreed completion date.**

**14 INDEMNITY**

**14.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.**

**15 SETTLEMENT OF DISPUTES**

**15.1 Any dispute arising under this Agreement must be referred to and decided by the Adjudicator.**

**15.2 The Adjudicator will be appointed by application to The Royal Institute of Chartered Surveyors.**

**15.3 A party wishing to refer a dispute to the Adjudicator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Adjudicator within seven 7 days of this intention being intimated.**

**15.4 The Adjudicator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Adjudicator must reach a decision within twenty-eight (28) days of referral or such longer period as the parties may agree.**

**15.5 During the period of adjudication both parties must continue with their obligations as stated in this Agreement.**

**15.6 The decision of the Adjudicator is binding on both parties unless and until revised by legal proceedings, arbitration or agreement.**

**15.7 The Adjudicator will decide which party is liable to meet the fees of the adjudication and in what proportion if both parties are held liable.**

**16 INTELLECTUAL PROPERTY RIGHTS**

**All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the Supplier and cannot be used by the Customer without the written permission of the Supplier.**

**17 FORCE MAJEURE**

**Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown**

**of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.**

**18 RELATIONSHIP OF PARTIES**

**Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agent for the other.**

**19 ASSIGNMENT**

**The Customer shall not be entitled to assign its rights or obligations or delegate its duties under the Agreement without the prior written consent of the Supplier.**

**21 SEVERANCE**

**If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.**

**22 WAIVER**

**The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.**

**23 NOTICES**

**Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent. If given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.**

**24 THIRD PARTY RIGHTS**

**Nothing in these Terms and Conditions intend to or confer any rights on a third party.**

**25 ENTIRE AGREEMENT**

**These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.**

**26 GOVERNING LAW**

**These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.**

**I/we hereby agree and accept the above terms and conditions of business and as stated herein. If signing on behalf of a Company, I confirm that I am duly authorised to sign on its behalf**

**SIGNED…….**
**The Customer**

**DATED……..**