



# A K Design Partnership LLP

## Terms and Conditions

### 1. Interpretation

In the following terms and conditions ("these terms") unless the context otherwise requires: "we", "our" and "us" means AK Design Partnership LLP Limited. "you" and "your" means you the subcontractor and any person who provides the Services on your behalf. "Services" means the services set out in the Order. "Materials" means materials, products and parts supplied by you. "Contract" means an agreement for the supply of Services between you and us. "Order" means a written purchase order delivered to you by us (which may include a performance schedule specifying the timescale for the delivery of the Services). "Charges" means the charges set out in the Order, as varied from time to time in accordance with these terms.

### 2. Basis of contract

- 2.1 The Order constitutes an offer by us to purchase Services in accordance with these terms.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
  - 2.2.1 you issuing written acceptance of the Order; or
  - 2.2.2 any act by you consistent with fulfilling the Order (such as starting to deliver the Services) at which point and on which date the Contract shall come into existence.
- 2.3 These terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 3. Supply of Services

- 3.1 You shall from the date set in the Order and for the duration of this Contract provide the Services to us in accordance with the terms of the Contract.
- 3.2 You shall meet any performance dates for the Services specified in the Order or notified to you by us.
- 3.3 In providing the Services, you shall:
  - 3.3.1 co-operate with us in all matters relating to the Services, and comply with our instructions;
  - 3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in our industry;
  - 3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that your obligations are fulfilled in accordance with this Contract;
  - 3.3.4 ensure that the Services and Materials conform with all descriptions and specifications set out in the Order, and that the Materials shall be fit for any purpose expressly or impliedly made known to you by us;
  - 3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 3.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Materials, and all other goods and materials supplied and used in the Services or transferred to us or our customer(s), will be free from defects in workmanship, installation and design;
  - 3.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
  - 3.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the premises at which you are required by the Contract to deliver Services. All your personnel who are carrying out Services within the boundaries of any UK airport must hold current, valid airside passes issued by that airport. You shall produce all such passes for verification on request by us. If you do not have such passes you shall notify us before commencing the Service and we will, where possible and subject to your cooperation, arrange for temporary passes to be issued to the relevant personnel. This will be at your cost and we will have the right to set off any such charges against any sums we may owe to you from time to time;
  - 3.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by us to you ("Our Materials") in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation;
  - 3.3.10 not do or omit to do anything which may cause us to lose any licence, authority, consent or permission on which we rely for the purposes of conducting our business; and
  - 3.3.11 promptly and without charge correct any defective works carried out by you provided that such defects are notified to you by us within 6 months of the date of termination of the Contract;

### 4. Our remedies

- 4.1 Time shall be of the essence for the delivery of the Services and, if you fail to perform the Services on or by the applicable dates specified in the Order or otherwise notified to you, we shall, without limiting our other rights or remedies, have one or more of the following rights:
  - 4.1.1 to terminate the Contract with immediate effect by giving written notice to you;
  - 4.1.2 to refuse to accept any subsequent performance of the Services which you attempt to make;
  - 4.1.3 to recover from you any costs incurred by us in obtaining substitute services from a third party;
  - 4.1.4 where we have paid in advance for Services that have not been provided by you, to have such sums refunded by you; or
  - 4.1.5 to claim damages for any additional costs, loss or expenses incurred by us which are in any way attributable to your failure to meet such dates.
- 4.2 These terms shall extend to any substituted or remedial services provided by you.
- 4.3 Our rights under this Contract are in addition to our rights and remedies implied by statute and common law.

### 5. Our obligations

- 5.1 We shall:
  - 5.1.1 provide you with reasonable access at reasonable times to the relevant premises for the purpose of providing the Services;
  - 5.1.2 provide such information to you as you may reasonably request and we consider reasonably necessary for the purpose of providing the Services.

### 6. Charges and payment

- 6.1 The Charges for the Services shall be set out in the Order. Unless otherwise agreed in writing by us, the Charges shall include your total costs and expenses directly or indirectly incurred in connection with the performance of the Services.
- 6.2 You shall invoice us on completion of the Services or as set out in the Order. Each invoice shall include such supporting information required by us to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 6.3 In consideration of the supply of the Services by you, we shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by you or by cheque.
- 6.4 Any Charges exclude VAT, which you shall add to your invoices at the appropriate rate.
- 6.5 If we fail to pay any amount properly due and payable by us under the Contract, you shall have the right to charge interest on the overdue amount at the rate of 2.5 per cent per annum above the base rate for the time being of Barclays Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that we dispute in good faith.
- 6.6 You shall maintain complete and accurate records of the time spent and materials used by you in providing the Services, and shall allow us to inspect such records at all reasonable times on request.
- 6.7 We may, without limiting our other rights or remedies, set off any amount owed to us by you against any amount payable by us to you under the Contract.
- 6.8 Any variation increase to the original order must be verified in writing by us and be accompanied by a variation order

### 7. Indemnity

- 7.1 You shall keep us indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by us as a result of or in connection with any claim made against us by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by you, your employees, agents or subcontractors. For the duration of the Contract and for a period of 12 months thereafter, you shall maintain in force, with a reputable insurance company public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. If you are required to deliver Services on site within any UK airport boundary you are required to hold public liability insurance cover of £5,000,000 and employer's liability insurance cover of £10,000,000.
- 7.2 This clause 7 shall survive termination of the Contract.

### 8. Confidentiality

8.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by you, your employees, agents or subcontractors in connection with the Services. You shall restrict disclosure of such confidential information to such of your employees, agents or subcontractors as need to know it for the purpose of discharging your obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind you. This clause 8 shall survive termination of the Contract.

### 9. Termination

- 9.1 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:
  - 9.1.1 you commit a material or persistent breach of the Contract;
  - 9.1.2 you are a company and you go into insolvent liquidation or suffers the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with its creditors; or
  - 9.1.3 you are an individual and you have a bankruptcy order made against you; or 9.1.4 you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business.
- 9.2 Without limiting our other rights or remedies, we may terminate the Contract at any time by giving you one months' written notice.

### 10. Consequences of termination

- 10.1 On termination of the Contract for any reason:
  - 10.1.1 the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
  - 10.1.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### 11. General

- 11.1 We shall not be liable to you as a result of any delay or failure to perform our obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond our reasonable control No variation of the Contract or these terms or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of us and you.
- 11.2 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given.
- 11.3 If a provision of the Contract is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. 11.4 You shall not, without our prior written consent, sub-contract or assign your rights or obligations under the Contract. We may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.
- 11.5 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.6 Any notice required to be given under the Contract shall be in writing (not email) and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Contract, or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Contract or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 11.7 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 11.8 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation.