

1. Interpretation

1.1 In these Conditions unless the context otherwise requires:

'**Client**' means the firm, company, person or other organisation named on the Order for whom the Supplier has agreed to provide the Specified Service, as applicable in accordance with these Conditions

'**Client's Equipment**' means any materials, instruments, equipment, access to utilities and/or services to be provided to the Supplier by the Client in order to facilitate the provision of the Specified Service as required or as agreed and set out in the Order

'**Conditions**' means these standard terms and conditions of supply of services set out in this document and (unless the context otherwise requires) includes any special terms and conditions expressly agreed in writing between the Client and the Supplier

'**Contract**' means the contract comprising Order confirmation, offer or quotation document or similar issued by the Supplier for the provision of the Specified Service, or any combination thereof incorporating these Conditions

'**Data Output**' means data, reports or information of any kind made available to the Client and/or created directly or indirectly as a result of the Specified Services

'**Document**' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape, disc or other device embodying visual images and any disc, tape or other device embodying any other data

'**Input Material**' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

'**Losses**' or '**Claims**' includes all actions, claims, demands, causes of action, proceedings, damages, awards, payments, losses, costs, expenses, penalties, fines, compensation or other liabilities (direct, indirect, consequential or otherwise including loss of profit, business, turnover or market share), legal or professional expenses and interest thereon

'**Order**' means any written instructions, quotation, scope of works, acknowledgement or order or similar issued to the Client by the Supplier for the provision of Specified Services and/or personnel

'**Output Material**' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service

'**Party**' means each of the Client and the Supplier and '**parties**' shall be construed accordingly;

'**Fees**' means the total charges made or to be made by the Supplier for the provision of the Specified Service as further defined in the Contract;

'**Site**' means the location at which the Specified Service is to be provided as set out in the Contract

'**Specified Service**' means the service or services to be provided by the Supplier for the Client and referred to in the Contract

'**Supplier**' means Celtest Company Limited or any parent or subsidiary or associated company or undertaking therefore, as more particularly specified in the Contract.

'**Writing**' means any form of written communication including email and facsimile transmission provided that any email shall take effect only when received by the recipient.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.4 Any reference in these Conditions to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as amended, re-enacted or extended at the relevant time.

1.5 If any provision of these Conditions is held by any competent court, tribunal or authority to be invalid or unenforceable in whole or in part the validity of the remainder of the provision and all other remaining provisions of these Conditions shall not be affected thereby.

APPLICATION

1A.1 All business conducted by the Supplier with the Client, including all contracts, quotations or pre-contractual negotiations, shall be subject to these Conditions to the exclusion of any and all other terms and conditions unless otherwise expressly agreed in Writing by the duly authorised representatives of Client and Supplier and set out in the Contract. This exclusion of all other terms and conditions shall apply to exclude any other terms and conditions, including any standard or general terms or conditions referred to in any order or acknowledgement issued by the Client.

1A.2 Any and all statements, representations, advice or recommendations made or given by the Supplier during negotiations prior to the conclusion of the Contract are not binding unless expressly incorporated into the Contract in Writing and signed by both parties.

1A.3 Description of Contract

1A3.1 No Contract shall be formed until the Supplier confirms in Writing its acceptance of the Order from the Client. The Supplier does not offer nor give any guarantee of acceptance of Orders. Acceptance of Orders is subject to availability of the relevant Specified Services.

1A3.2 The Supplier will provide Specified Services to the Client and the Client will pay the specified Fees, in accordance with the Supplier's acceptance in clause 1A3.1 above.

1A3.3 The Contract shall constitute the entire agreement between the Supplier and the Client and shall supersede and extinguish all previous drafts, agreements, arrangements and understandings between the Supplier and the Client, whether written or oral, relating to its subject matter.

PROVISIONS APPLICABLE TO THE SPECIFIED SERVICES

2. Supply of the Specified Service

- 2.1 The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service must be agreed in writing by the Supplier and the Client.
- 2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.
- 2.3 The Specified Service shall be provided in accordance with the Order and otherwise in accordance with the Supplier's current brochure or other published literature relating to the Specified Service from time to time, subject always to these Conditions.
- 2.4 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochure or other promotional literature, may be made available on written request.
- 2.5 The Supplier may correct any typographical or other errors or omissions in any website, brochure, promotional literature, quotation Order or other Document relating to the provision of the Specified Service without any liability to the Client.
- 2.6 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable regulation, bylaw, safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.
- 2.7 Where the Supplier agrees to provide a Specified Service to the Client, the Supplier will not be liable for any Losses caused directly or indirectly by any delay in the provision of the Specified Service (even if caused by the negligence of the Supplier, its employees, servants or agents). Unless otherwise expressly agreed in writing, the Client shall not be entitled to cancel the Contract solely because of such delay.

3. Obligations of the Client

- 3.1 The Client shall comply in all respects with all applicable laws and regulations (whether of the United Kingdom or elsewhere) at the Site. Without prejudice to the generality of the foregoing, the Client shall provide at site a safe environment in which the Supplier's personnel may provide the Specified Service and shall establish procedures under, and comply with, all requirements from time to time in force under the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 and the Workplaces (Health, Safety and Welfare) Regulations 1992. The Client shall indemnify the Supplier for any and all Losses suffered by the Supplier attributable to a breach of this paragraph 3.1.
- 3.2 The Client shall afford the Supplier's personnel such access to the Site as may be required by Supplier to provide the Specified Service. Further, the Client shall:
 - 3.2.1 advise the Supplier and its personnel of any rules and regulations which are then in force at the Site (including without limitation, any Site operating code or policies from time to time in force);
 - 3.2.2 make available such working space and facilities at the Site as the Supplier's personnel may reasonably require;
 - 3.2.3 make available appropriate personnel to liaise with the Supplier's personnel;
 - 3.2.4 ensure access to all necessary site locations is clear;
 - 3.2.5 be responsible for accurately locating any existing services or structures, buried or otherwise before commencement of the Specified Services on Site. The Supplier shall take all reasonable care to avoid damage to any such services or structures but the Supplier shall not be liable for any such damage caused in performance of the Specified Services; and
 - 3.2.6 secure and otherwise keep safe all and any property of the Supplier.
- 3.3 The Client shall provide the Client's Equipment free of charge at such times and locations as may be reasonably required or requested by the Supplier or its personnel.

4. Rights in Input Material, Output Material and Data Output

- 4.1 The property and any copyright or other intellectual property rights in:
 - 4.1.1 any Input Material shall belong to the Client
 - 4.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purpose of utilising the Specified Service.
- 4.2 Any Input Material or other information provided by the Client which is so designated by the Client shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party or as otherwise envisaged in the provision of Specified Services.
- 4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify and hold the Supplier harmless against any loss, damages, costs, expenses or other claims arising from any such infringement.

- 4.4 Subject to paragraph 4.3, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party.
- 4.5 The parties acknowledge that the Specified Service and all reports, data, information or documentation including without limitation all Output Material prepared by or on behalf of the Supplier are provided for the benefit of the Client and may be used only by the Client for the purposes for which they are provided and for no other purpose. The Client shall not reproduce or pass on any Output Material to any third party without the Supplier's prior written permission.
- 4.6 The Supplier shall, to the fullest extent permitted by law, have no responsibility or liability to any person other than the Client, for any use or reliance placed by any such person on the Specific Services or any reports, data, information or documentation including without limitation all Output Material provided by the Supplier. Without prejudice to the generality of the foregoing, and except as otherwise may be expressly agreed in writing, the Supplier shall have no responsibility or liability for the interpretation by the Client or for any interpretation, use or reliance placed by any other person on any reports, data, information or documentation including without limitation the Output Material provided by the Supplier and except as aforesaid the Client shall indemnify and hold the Supplier harmless against all Claims arising from any such interpretation use or reliance.
- 4.7 The Client hereby irrevocably, unconditionally and absolutely assigns to the Supplier by way of future assignment, with full title guarantee, without restriction and free from all third party rights, all title, rights and interest in and to all Data Output. This assignment shall take effect from the creation date of such Data Output. The parties shall at their own cost execute all documents necessary to give effect to this paragraph 4.7 and in the event of any conflict between this paragraph 4.7 and any other provision of this Contract, this paragraph 4.7 shall take precedence.
- 4.8 The Supplier grants the Client a personal, limited, non-exclusive, licence to use the Data Output for the Client's own business purposes. The Client shall not transfer, sub-license, sell, assign or novate the benefit or burden of this licence in whole or in part, nor shall it use the Data Output for any purpose other than the purpose detailed in this paragraph 4.8. The Client agrees that all rights in respect of the Data Output not specifically granted by the licence in this paragraph 4.8 are hereby reserved to the Supplier.
- 5. Price**
- 5.1 Unless otherwise agreed between the parties in Writing the Client shall pay the aggregate of: the Fees and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 5.2 The Supplier reserves the right, by giving notice to the Client at any time before delivery, to increase the Fees quoted which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, any change in schedule dates, specifications which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions.
6. All charges quoted to the Client for the provision of the Specified Service, are exclusive of any travel, accommodation, subsistence or other out-of-pocket expenses of the Supplier's employees, contractors or agents (which where applicable the Client shall pay to the Supplier at cost) and shall exclude any costs, charges or any applicable sales tax, value added tax licence fees, duties, local taxes or additional costs of such nature, for which the Client shall be additionally liable to pay the Supplier at the applicable rate from time to time.
- 7. Terms of payment**
- 7.1 The Supplier shall be entitled to invoice the Client on or at any time after completion of the Specified Service, or following the end of each month in which the Specified Service is to be provided or at other times agreed with the Client. The Supplier's Fees and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off, counterclaim or other deduction) within 30 days of the date of the Supplier's invoice.
- 7.2 Payment shall be in sterling. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 7.3.1 terminate the Contract and suspend any performance of the Specified Service to the Client;
 - 7.3.2 the immediate payment of all payments outstanding in respect of Specified Service and of any other services under any other contract notwithstanding the fact that the date for payment may not yet have fallen due;
 - 7.3.3 appropriate any payment made by the Client to such of the Specified Service as the Supplier may think fit (notwithstanding any purported appropriation by the Client);
 - 7.3.4 charge the Client interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Lloyds Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - 7.3.5 charge the Client the cost of recovery of any unpaid amount including any legal costs, disbursements and bank charges incurred.

8. Specified Service

- 8.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill by suitably qualified personnel and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Order subject to conditions, weather and similar factors affecting the ability to deliver the Specified Services.
- 8.2 The Supplier's liability arising out of or in connection with the Specified Services shall be limited to re-performing at its expense any Specified Services that are deficient because of the Supplier's failure to perform the Specified Services in accordance with the standard of performance specified in paragraph 8.3 and provided the Client gives written notice of the breach complained of to the Supplier within a reasonable time not to exceed thirty (30) days after discovery thereof, but in any event within twelve (12) months from the date of performance of the Specified Service concerned.
- 8.3 Each Party agrees that it shall have no remedies in respect of any misrepresentation or warranty (whether made innocently or negligently) that is not expressly set out in the Contract. No Party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Contract.
- 8.4 The Supplier shall not be liable for a breach of any warranty or warranties, whether provided by the Contract, statute, the general law or otherwise, in respect of any Specified Service provided, unless the Client gives written notice of the breach complained of within a reasonable time not to exceed thirty (30) days of the time the Client discovers or ought to have discovered such breach and the Supplier is given a reasonable opportunity of remedying the breach.
- 8.5 Provided that the Supplier complies with paragraphs 8.4 it shall have no further liability for breach of any warranty or warranties whatsoever and howsoever arising in respect of any Specified Services provided.

Limitations on liability

- 8.6 The Supplier shall have no liability to the Client for any Losses arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client or those for whom the Client is responsible.
- 8.7 The Supplier 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, which arise out of or in connection with the provision of the Specified Service or Output Material for any:
- 8.7.1 third party claims for financial loss or expense;
 - 8.7.2 loss of profit or anticipated profits; ;
 - 8.7.3 loss of bargain;
 - 8.7.4 loss of revenue;
 - 8.7.5 reduction in turnover;
 - 8.7.6 loss of use;
 - 8.7.7 business interruption or downtime costs;
 - 8.7.8 loss of contract or business opportunity;
 - 8.7.9 claims of customers or other contractors of the Client; or
 - 8.7.10 any special, indirect or consequential loss or damage of any nature whatsoever.
- 8.8 Nothing in these terms shall be taken as excluding or limiting the Supplier's liability for; (a) death or personal injury arising as a result of its negligence, or (b) fraud or fraudulent misrepresentation, or (c) anything else that cannot lawfully be limited or excluded.
- 8.9 Without prejudice to clauses 8.6, 8.7 and 8.8 the Supplier's total liability arising under or in connection with the Contract including liability for all Claims, and causes of action of any kind and description howsoever and whatsoever arising from tort (including negligence), breach of contract, breach of statutory duty or otherwise shall not in the aggregate exceed the amount specified in the Contract or if no amount is specified shall not exceed the lower of either i) the Fees paid or ii) the amount of the Supplier's then total insured liability amounts (copy of current carried insurance liability cover amount available upon request - minimum £[1,000,000] for professional indemnity and £[10,000,000] for public liability).
- 8.10 Unless otherwise agreed in Writing, the Client shall indemnify and hold the Supplier harmless against any loss, cost, expense, damage or injury howsoever caused (including by negligence) to the Client's employees, servants or agents and/or property of the Client or of its employees, servants or agents arising out of or related to of the Contract.
- 8.11 The Supplier 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 the Specified Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control. Any such failure or delay shall entitle either party to terminate the Contract if it persists for more than three months but the Client shall remain liable to pay for any provision of the Specified Service prior to the date of such termination. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:
- 8.11.1 'Act of God', explosion, flood, tempest, or other weather damage or interruption, fire or accident;
 - 8.11.2 war or threat of war, sabotage, insurrection, civil disturbance, interruptions or requisition;
 - 8.11.3 treaties, directives, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or other body or competent authority;
 - 8.11.4 import or export regulations or embargoes;
 - 8.11.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
 - 8.11.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.11.7 power failure or breakdown in machinery or other interruption of utilities or any prevention of access to site, highways or similar.

9. Insolvency of client

9.1 This clause applies if:

- 9.1.1 the Client makes any 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 the Supplier 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 prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability to the Client, and if the Specified Service provided (either in whole or in part) 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 The Supplier may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Supplier.
- 10.2 Any 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.
- 10.3 No waiver by the Supplier 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.
- 10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 10.5 The Contract and all obligations arising out of or relating to the Contract shall be governed by and construed in accordance with the laws of England and the Client agrees to submit to the exclusive jurisdiction of the English courts.
- 10.6 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Client and the Supplier.
- 10.7 The Client hereby agrees that, during the term of the Contract and for a period of twelve (12) months after expiry or termination howsoever caused, he will not solicit the Supplier's staff who are known by the Client to have been employed or engaged in the performance of the Contract. For the purposes of this clause, 'solicit' means a direct or indirect attempt to induce such person to take an engagement with such party as an employee, director, sub-contractor or independent contractor provided that this clause shall not apply to any engagement as a result of a general advertisement or recruitment campaign.
- 10.8 Any notice required to be given by either party under the Contract shall be delivered or sent by pre-paid first class recorded delivery letter or facsimile addressed to the registered office of the party to be served or to such other place as may be designated by the party for the purpose of service and shall be deemed to have been served in the case of a notice delivered by hand, when delivered, in the case of a letter, forty-eight (48) hours after the time of posting, in the case of facsimile when dispatched.
- 10.9 The Client shall not assign, transfer or sub-contract the Contract or any benefit, interest, right or obligation under the Contract, without the prior agreement of the Supplier in Writing.

11. Anti-Bribery

11.1 The Client shall:

- 11.1.1 comply and shall procure that its personnel comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 11.1.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 11.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure its compliance with paragraphs 16.1.1 and 16.1.2 and enforce them where appropriate;
- 11.1.4 promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Contract; and
- 11.1.5 immediately notify the Supplier in writing if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

11.2 The Client shall ensure that any person associated with the Client who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Client in paragraph 16.

12 Forced Labour

12.1 The Client shall:

- 12.1.1 comply, and shall procure that each of its suppliers and subcontractors and its and their employees, directors, officers, representatives, servants and agents shall comply, with all applicable laws, statutes regulations and codes relating to slavery, servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015;
- 12.1.2 immediately notify the Supplier in writing if it becomes aware of any breach or alleged breach of this clause within its supply chain (and the Client warrants that has not been convicted of any offence involving slavery and human trafficking and, having made reasonable enquiries, to the best of its knowledge none of its suppliers or subcontractors or its or their employees, directors, officers, representatives, servants and agents at the date of the Contract have been or are the subject or any investigation or enforcement proceedings by any governmental or regulatory body regarding an offence or alleged offence of or in connection with slavery and human trafficking.