

South East Site Engineers (SESE) Limited Terms, Conditions and Privacy Policy. Rev.1.9

PLEASE READ OUR TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SERVICE. THESE TERMS AND CONDITIONS APPLY TO ALL MEANS OF PROCUREMENT USED BY SOUTH EAST SITE ENGINEERS LIMITED UNLESS DISTINCTLY AGREED OTHERWISE.

Use of the SESE Website and Online Services are entirely at Your own risk.

We reserve the right to change our T&C at any time by posting changes online. Please check regularly. Your continued use of Our online service after changes are posted constitutes Your acceptance of our T&C as modified by the posted changes.

Clients are reminded that the following terms apply to all forms of service order whether online, by phone, by post or in person unless agreed otherwise by South East Site Engineers Limited on Our issued service order.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following expressions have the following meanings:

“**User**” means your chosen user of the product of our Services who will be permitted to authorise further Users and have access to information concerning your supply from Us; this can include among others, main contractors, project managers and clients; “**User Representative**” means any person authorised by You to use Our Services, including without limitation, the User; “**Invoice**” means information made available to you as part of the Services relating to Our billing of Supply to You; “**Contract**” means the contract (whether actual or deemed) between You and Us in force at any time you make use of Our Services. “**Services**” or “**Our Work**” means any or all the facilities provided by Us to You to enable You to undertake Communication or Continuation of work; “**T&C**” means these terms and conditions as amended from time to time in accordance with them; “**Us**”, “**Our**” or “**We**” means South East Site Engineers Ltd by which you are supplied with management or engineering Services under Contract having its registered office at 174 Caledonian Road, London N1 0SQ; “**Seller**” means South East Site Engineers Ltd; “**Our Suppliers**” means the suppliers of goods and services to Us. “**You**” or “**Your**” means the party (whether an individual, sole trader, partnership or limited liability company) which We Supply and includes, where the context requires, any User Representatives; “**Buyer**” means the person who accepts a quotation from the Seller for the sale of Services or whose order for Our Services is accepted by the Seller; “**Registered Buyer**” means a Buyer with previous good standing and referable Service purchases from Us; “**Conditions**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller. “**Rapid Response Service**” or “**RRS**” means the fastest and most reliable mode of reaching the destination to carry out the purchased service. “**Writing**” includes text messaging, email, facsimile transmission and comparable means of communication.

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

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

1.4 The provision of Our website and the application of these T&C are governed by English law and shall be subject to the exclusive jurisdiction of English Courts.

1.5 These T&C shall not create any rights that shall be enforceable by anyone other than You and Us.

1.6 If any part of these T&C is found to be unenforceable, this will not affect the validity and enforceability of the remaining document.

1.7 Our privacy policy also forms part of these T&C and by agreeing to these T&C, You also give Your consent to the way we may handle Your personal data in that policy.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase services in accordance with any written quotation of the Seller which is accepted by the Buyer considered acceptable in the trade and provided is agreed to by the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the Buyer or authorized representatives of the Buyer and the Seller.

2.3 The Buyer will be responsible for the selection of services and any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the suitability, fitness for any purpose, application or use of services is intended for guidance only and is followed or acted upon entirely at the Buyer's own risk. Accordingly the Seller shall not be liable for any such advice or recommendations.

3. ORDERS

3.1 Orders can be placed online through Our website or can be directed to the Seller's Procurement Department at 174 Caledonian Road, London, N1 0SQ telephone number +44 (0) 20 7278 0778. Orders may be paid by BACS or cheque made payable to South East Site Engineers Ltd only. Payment by cheque or any other means is not considered paid until it is cleared and confirmed cleared by our bank.

3.2 The Buyer shall be responsible for ensuring the accuracy of the terms of any order submitted by the Buyer.

3.3 The description of services shall be those set out in the Seller's quotation if accepted by the Buyer or in the Buyer's order if accepted by the Seller.

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the expressed written agreement of the Seller. This Clause is in conjunction with Clause 11 below.

3.5 If any part of the agreement between You and Us is not as detailed when we reach Site We reserve the right to charge costs where variations are deemed excessive or unreasonable by Us.

4. PRICE OF SERVICES

4.1 The price of Our Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of despatch of the order. The price listed will be increased by the charge (if any) made by the Seller for any amendments to a Service issued to date of despatch. All prices quoted are valid for 7 days or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase prices to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation any foreign exchange fluctuation, currency regulation alteration of duties, significant increase in the costs of labour, materials or other costs of production), any change in delivery dates or quantities which is requested by the Buyer, or any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5. FEES PAYABLE

5.1 A £250 Fee will be added to site visits booked less than 48hrs in advance.

5.2 A £250 Fee will be charged on visits cancelled in advance. Orders up to the value of £1,000 (Excluding VAT) must be paid in full into our account within 24 hours of this order to confirm this order as booked. For fees over £1,000 (Excluding VAT) a 50% deposit must be paid into our account within 24 hours of this order to confirm this order as booked.

5.3 Delaying any payments beyond the time frames provided will result in the said time slot being reopened to other clients.

5.4 The Buyer shall forward a copy of all payment confirmations to: accounts@seseltd.co.uk.

5.5 Any outstanding balance will be due within 7 days of invoice. In order for the Buyer to maintain a Credit Status all payments must be cleared in full on or before their due date.

5.6 The Seller may allocate a Credit Limit of: £2,500.00 Cumulative.

5.7 The Seller reserves the right to charge interest at 10% per month or part month on all balances not cleared within the time frame the Seller allows the Buyer to settle an invoice or Service Order.

5.8 The Buyer shall make all online payments to SESE Ltd, Account Number and Sort Code will be provided on service order and invoice.

6. TERMS OF PAYMENT

6.1 The Buyer may be asked to put down a deposit in advance of Service delivery where guarantee of Service payments are not verified. Receipts for deposit payment will be issued in advance of Service despatch. Time of payment of the price shall be of the essence to the Contract.

6.2 Subject to any special terms agreed in writing between the Buyer and Seller, the Seller shall invoice the Buyer for the price of Services on or at any time after delivery of said Services. The Buyer shall pay the price of Services delivered (less any discount to which the Buyer is entitled but without any other deduction) within 28 days of the date of the Seller's invoice. The time of payment of the price shall be of the essence to the Contract. Receipts for payment shall be issued upon request.

6.3 If the Buyer fails to make any payment on the due date the Seller, without prejudice to any other right or remedy available to the Seller, shall be entitled to:

6.3.1 cancel the contract or suspend any further Services to the Buyer;

6.3.2 appropriate any payment made by the Buyer to such Services (or the Services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of ten per cent per month above LIBOR, until payment in full is made. A part month will be treated as a full month and the cost calculated monthly for the purpose of calculating interest.

7. DELIVERY

7.1 Unless the Seller otherwise requires in writing, or unless the Rapid Response Service has been requested, delivery of Our Services shall be made to the address given on the quotation or order. Rapid Response Services will be delivered in the fastest possible time available with regard to resources available.

7.2 We shall not be responsible for any late delivery or non delivery caused by acts beyond our control.

7.3 Where Our Services are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. This Clause is in conjunction with Clause 11 below.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of work produced through Services rendered shall pass to the Buyer upon delivery of said Services.

8.2 Notwithstanding delivery and the passing of risk, or any other provision of these Conditions the property delivered in Our Services shall not pass to the Buyer until the Seller has received consideration in cash or cleared funds payment in full for Our Services.

8.3 Due to the value and sensitivity of the equipment We use a minimum 2m clear working radial perimeter around our instruments at all times while in the field and within reason. If at any time We deem an environment as becoming too hazardous for either Our staff or Our instruments we reserve the right to pack away our instruments and vacate the area to return and continue Our Work at a more convenient time for all parties.

9. WARRANTIES AND LIABILITIES

9.1 South East Site Engineers Ltd expects all persons to exercise reasonable care while in our employment or our dealings. However in the event of death or personal injury caused by Our negligence We accept liability in accordance to CDM Regulations 2015, Health and Safety at Work Act 1974 and other Health and Safety requirements under UK and EC law.

9.2 The Buyer is responsible for ensuring where a Service is incorporated into or referred to in a contract between the Buyer and a third party that the Service is correctly applied under that contract.

9.3 The Buyer acknowledges that Services do not purport to include all necessary provisions of a contract with a third party and that compliance with Our Work done does not in itself confer immunity from legal obligations.

9.4 The Seller will assign to the Buyer the benefit of any warranty given by Our Suppliers to the Seller.

10. INSOLVENCY OF BUYER

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Publications have been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

10.3 The Seller reserves the right to make enquiries regarding credit status prior to making credit facilities available or at any other time it considers necessary. The Seller also reserves the right to limit the amount of credit to be made available.

11. GENERAL

11.1 All duties will be carried out under the NEC3 Professional Services Contract and Local Democracy, Economic Development and Construction Act 2009. Due to the sensitivity of our instruments a minimum 2.5m clear working radial perimeter is required around our instruments at all times. Only tasks that are safely accessible and safely executable will be carried out by our staff with all fees still charged in full where this is not the case. A £250 Fee will be added to site visits booked less than 48hrs in advance.

11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing within reasonable time and delivery method addressed and delivered 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.

11.2 No waiver by the Seller or any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 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 thereby.

11.4 The Contract shall be governed by the laws of England and the parties submit to exclusive jurisdiction of the courts of England.

12. CANCELLATIONS

12.1 Buyers have an unconditional right to cancel an order provided the Seller has not incurred any expenses on the order.

12.2 Notice of cancellation shall be made in writing by the Buyer by one of the following methods: First Class post, fax or email.

12.3 Outside the period specified in Clause 11.1, no order which has been accepted by the Seller may be cancelled by the Buyer within 7 days of expected delivery. Cancellations made within 28 days of delivery are accepted with Our return of 50% of the deposit where applicable. A full cancellation with no Buyer obligation is accepted when over 28 days notice is given. Provided the Seller has not incurred expenses on the order Registered Buyers may cancel a requested Service at anytime before delivery given as much notice as possible based on Good Will.

12.4 Buyers may change delivery dates up to 7 days before delivery by up to 4 days at no extra cost and subject to availability.

With less than reasonable notice costs will be applied at the Sellers discrepancy under all other circumstances.

12.5 South East Site Engineers Ltd does not accept the cancellation by any Buyer of Services correctly supplied or delivered. Where the Seller does authorise and accept a correctly supplied Service as cancelled, the Seller will charge for Services rendered up to the point of cancellation.

12.6 South East Site Engineers Ltd reserve the right to stop or cancel an order where or when it is reasonably necessary to do so or considered unreasonable or impossible to carry on.

12.7 Where Our cancellation is due to poor access or protection as should be provided by others SESE should be given payment in full for time lost, also known as Standing Time.

Your statutory rights are not affected by any of the above. A large print version of these T&C's are available on request.

13. PRIVACY POLICY

SESE are committed to providing best value based on mobility, flexibility and quality. To help us achieve this, We collect the information that you give Us when you contact us and use it to provide you with the Services requested. We also use this information to administer your accounts, carry out risk assessment, analyse your account history, aid us in marketing and generally improve Our service to you. We may also contact credit reference agencies who will record the search. If We intend to use information for any other purposes we'll tell you when We collect it and you'll have at least 30 days to object if you wish to do so. This privacy policy covers South East Site Engineers Ltd only; links within our websites are not covered by this policy.