



## CBA Standard Terms and Conditions

### 1.0 BACKGROUND

For the purpose of this Appointment the following words and expressions shall have the meaning defined below:

**Appointment** - means these terms and conditions together with the Quote and all other documents referred to in the Quote.

**Client** - means the party requiring the Services to be performed by CBA as identified in the Fee Proposal, its successors and permitted assigns.

**Fee** - means the sum specified in the Quote payable to CBA for the performance of the Services, as that sum may be adjusted from time to time in accordance with this Appointment.

**Quote** - means the written submission by CBA to the Client detailing the Services, Time Frame and Fee.

**Services** - means the work and activities to be performed by CBA as detailed in the Quote unless varied in accordance with clause 2 c).

**Time Frame** - means the period or date by when the Services are to be completed, or any given part of the Services are to be completed. The Time Frame is subject to adjustment in accordance with clause 2c).

**CBA** - means CB Amenities Limited incorporated and registered in England with company number tbc.

### 2.0 CBA OBLIGATIONS

- a) In performing the Services CBA shall exercise the reasonable skill, care and diligence to be expected of a properly qualified professional experienced in providing services of a similar size, scope and complexity as the Services.
- b) CBA shall perform the Services in accordance with the Time Frame subject to the terms of this Appointment.
- c) Any changes to the Services as reasonably requested by the Client shall be agreed including a new Time Frame and Fee in respect of the changed Services.
- d) Save to the extent that such liability may not be limited or excluded by law, CBA's total liability under and/or in connection with this Appointment shall be limited to the Fee Payable. CBA shall not be liable for indirect or consequential loss, loss of profit or loss of business.
- e) Should CBA fail to perform the Services in accordance with this Appointment, CBA shall only be liable for that amount which it would be just and equitable for the Client.
- f) Neither party shall be in breach of this Appointment nor liable for delay in performing, or failure to perform, any of its obligations under this Appointment if or to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control (including without limitation any epidemic or pandemic). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations and the parties shall work together to agree how to best protect their respective interests under this Appointment. If the period of delay or non-performance continues for more than three months, then either party may terminate this Appointment by giving 7 days' written notice to the other party.

### 3.0 CLIENT OBLIGATIONS

- a) The Client shall pay the Fee, plus any expenses and other disbursements and all taxes properly chargeable upon completion of the works or accordance with any stage payments if specified in the Fee Proposal. CBA.
- b) CBA will issue an invoice the final date for payment is 7 days after the invoice date. If payment is not received in full by the final date for payment, then CBA may charge any sums which it is entitled to levy pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until payment is received by CBA.
- c) The Client shall provide CBA with all materials, utilities, support and assistance either stated within the Quote or otherwise reasonably required by CBA to perform the Services at no charge to CBA at such time as is required to enable CBA to carry out the Services in accordance with the Time Frame.



- d) The Client agrees to CBA videoing and or photographing its work and sharing publicly for purposes of marketing CBA.

#### **4.0 SUSPENSION**

- a) The Client shall be entitled to suspend the performance of the Services upon providing CBA with seven days' written notice. If the Client fails to pay any monies payable to CBA by the final date for payment, CBA may suspend the performance of any or all of its Services or other obligations under this Appointment by giving not less than seven days' written notice to the Client.
- b) In the event of suspension, CBA shall be entitled to invoice the Client for the Services rendered up to the date of suspension, including any expenses and disbursements payable under this Appointment together with any taxes properly chargeable in respect of the same which shall be payable as if it were an invoice issued under clause 3.
- c) CBA shall only be obliged to recommence the performance of the Services upon the Client satisfying its obligations under this Appointment, including paying any invoice issued under clause 4b), and the parties agreeing any changes to the Fee and Time Frame resulting from the suspension.

#### **5.0 TERMINATION**

- a) The Client may terminate this Appointment for any reason upon 28 days' written notice. Either party may terminate this Appointment upon seven days' written notice in the event that the other party is in material breach of this Appointment provided that the breaching party has been advised of the material breach and has failed to commence within 28 days such actions as necessary to remedy such material breach.
- b) CBA may terminate this Appointment upon seven days' written notice to the Client if any period of suspension under this clause 4 shall last for more than three months.
- c) Termination by either party does not affect the parties' respective rights and entitlements pursuant to this Appointment.

#### **6.0 DISPUTE RESOLUTION**

- a) If a dispute or difference arises under this Appointment which the parties are unable to resolve by way of direct negotiations acting in good faith, then the parties shall refer such dispute or difference to mediation using the Centre for Effective Dispute Resolution.

#### **7.0 GENERAL**

- a) This Appointment constitutes the entire agreement between the parties with respect to the performance of the Services and under no circumstances will the terms of this Appointment be renegotiated. No prior discussions, negotiations, statements, representations whether written or oral, except as recorded in this Appointment shall be binding upon the parties. Terms and conditions of the Client diverging from the terms and conditions of this Appointment shall not be valid even if CBA has performed the Services without reservation.
- b) If any provision of this Appointment is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions.
- c) Should there be any conflict between the terms and conditions of this Appointment and any other documentation (including the Fee Proposal) then the terms and conditions of this Appointment shall prevail.
- d) Nothing in this Appointment, any report or any other material howsoever issued by CBA to the Client as part of the Services shall confer any rights to enforce any of its terms on any person who is not a party to this Appointment.
- e) This Appointment and the Quote describe the terms on which we will act for you and your continued instructions will be taken as acceptance of this Appointment and our Fee Proposal.
- f) No action, claim or proceedings in respect of this Appointment shall be commenced against CBA after the period of six years from the completion of the Services or termination of this Appointment, whichever is earlier.

#### **8.0 GOVERNING LAW**

English Law shall apply to the interpretation of this Appointment and govern the performance of the Services, and subject to clause 7 the parties agree to submit to the exclusive jurisdiction of the English Courts.