

# Terms and Conditions for the Supply of Services



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# Terms and Conditions for the Supply of Services



Your attention is particularly drawn to the provisions of **Clause 16 (Compensation For Losses)**.

## 1. Definitions and interpretation

1.1 The following definitions apply in these Conditions:

<b>Conditions</b>	these terms and conditions.
<b>Contract</b>	the contract between you and us for the supply of Services in accordance with these Conditions.
<b>Controller, processor, data subject, personal data, personal data breach and processing</b>	have the meaning given to them in the Data Protection Laws.
<b>Data Protection Laws</b>	all applicable laws in force in the United Kingdom from time to time including the retained Regulation (EU) 2016/679 (UK GDPR), the Privacy and Electronic Communications Regulations 2003 and the Data Protection Act 2018 in each case as amended or replaced from time to time, and the guidance and codes of practice of the Information Commissioner.
<b>Deliverables</b>	the report, survey or other documentation, as set out in the Order, that we produce for you in connection with the Services.
<b>Intellectual Property Rights</b>	shall mean patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Order</b>	your order for the Services as set out in your purchase order form or your written acceptance of our quotation, as the case may be.
<b>Services</b>	the services, including the Deliverables, supplied by us to you as set out in the Specification, together with any other services that we agree to provide you from time to time in writing.
<b>Specification</b>	the description or specification of the Services provided in writing by us to you.
<b>we, us, our or ours</b>	2CT Consultants Limited, a company incorporated and registered in England and Wales with company number: 08203930 whose registered office is at 80 Compair Crescent, Ipswich, Suffolk, United Kingdom, IP2 0EH.
<b>you or your</b>	the customer as set out in the Order.

- 1.2 A reference to a statute or statutory provision:
  - 1.2.1 is a reference to it as amended, extended or re-enacted from time to time; and
  - 1.2.2 includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 Any words following the terms including, include, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Where to find information about us and our services**

- 2.1 You can find everything you need to know about us, and our Services on our website <https://2ctc.co.uk> before you order. For consumer customers we will include the key information about the Services being provided in our quote or we will confirm it in writing after you order.

## **3. We don't give business customers all the same rights as consumers**

- 3.1 For example, we don't compensate business customers in the same way for losses caused by us or the Services we provide. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying Services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

## **4. Acceptance of orders**

- 4.1 The Order constitutes an offer by you to purchase Services in accordance with these Conditions.
- 4.2 The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Contract shall come into existence. For consumer customers, this means that if you agree to our quote, the Contract will be formed when we respond to you in writing confirming acceptance of this Order.
- 4.3 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## **5. Charges for the Services**

- 5.1 The price of the Services shall be the price that is specified on the Order.
- 5.2 If any additional services are requested by you, the price for such additional services shall be as agreed between you and us in writing or failing that, shall be calculated in accordance with our standard day rates, as set out in our fee letter.
- 5.3 For all customers except credit account holders, we will invoice you on or shortly after our acceptance of the Order or, for additional services, on or shortly after the date on which those additional services are agreed. You shall pay the invoice before we commence the supply of the Services, unless specified otherwise in the Order.
- 5.4 For credit account holders, we will invoice you monthly in arrear and you shall pay each invoice within 30 days of the date of the invoice (or in accordance with any credit terms agreed by us and confirmed in writing to you).
- 5.5 Payment of invoices shall be in full and in cleared funds to a bank account nominated in writing by us.
- 5.6 If you fail to make payment to us by the due date under the Contract, then, without limiting any other remedies that may be available to us under this Contract or otherwise, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 5.7 The price for the Services excludes the amounts in respect of Value Added Tax (**VAT**), which you shall additionally be liable to pay to us at the prevailing rate, subject to the receipt of a valid VAT invoice.

5.8 If you are a business customer, all amounts due under the Contract shall be paid without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Supply of Services**

6.1 We shall supply the Services to you in accordance with the Specification in all material respects.

6.2 We shall use all reasonable endeavours to meet any performance dates agreed in writing with you, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

6.3 We can amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.

6.4 We warrant to you that the Services will be provided using reasonable care and skill.

## **7. We're not responsible for delays outside our control**

7.1 If the supply of the Services is delayed, or prevented, by an event outside our reasonable control, including without limitation Covid-19, we will contact you as soon as reasonably possible to let you know and, where applicable, do what we can to reduce the delay. As long as we do this, we shall not be in breach of the Contract or liable for delay in performing, or failure to perform, any of our obligations.

7.2 If you are a consumer customer and the delay is likely to be for a period of four weeks or more you can ask us to end the Contract and receive a refund for any Services you have paid for in advance, but not received.

## **8. Your obligations**

8.1 You shall in a timely manner and at no charge:

8.1.1 provide us with such documents and information as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

8.1.2 co-operate with us in all matters relating to the Services;

8.1.3 provide us, our employees, agents, consultants and subcontractors, with access to the site, premises, office accommodation, digital file sharing platform or management systems and other facilities as reasonably required by us in order to perform the Services;

8.1.4 provide us, our employees, agents, subcontractors or consultants with any equipment required to access a site or part of a site (for example scaffolding) or any other equipment which is agreed that you will provide in the Order and ensure that such equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant standards or requirements;

8.1.5 inform us our employees, agents, consultants and subcontractors of all health and safety and security requirements, and provide any necessary personal protective equipment, in respect of any site or premises we will be accessing in the performance of the Services;

8.1.6 provide us, our employees, agents, consultants and subcontractors with any training that is required in order to access the site or premises where we shall perform the Services;

8.1.7 perform any preparatory acts we may reasonably request so that we are able to perform the Services (for example the removal of panelling so that we can inspect behind the panelling or heating a building to a certain temperature for a certain period so we can perform thermal imaging);

8.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start (for example, as required for us to perform a drone survey); and

8.1.9 immediately notify us of any matters which may affect the Services we are providing.

## 9. We charge you if you don't give us information we need or do preparatory work as agreed with us

9.1 We charge you additional sums if you don't give us information we've asked for about how we can access the site to provide the Services or if you don't do preparatory work for the Services, as agreed with us. For example, we might need to reschedule the Services.

## 10. If you are a consumer you have a legal right to change your mind

- 10.1 **Your legal right to change your mind.** You have a legal right to change your mind about your purchase of the Services and receive a refund of what you paid for them. This is subject to some conditions, as set out below.
- 10.2 **The deadline for changing your mind.** If you change your mind about the Services you must let us know no later than 14 days after the day we confirm that we have accepted your Order.
- 10.3 **How to let us know.** To let us know you want to change your mind, contact us: <https://2ctc.co.uk/contact/>
- 10.4 **You have to pay for Services you received before you change your mind.** Where you have requested the Services within the cancellation period, you acknowledge and accept that you shall be liable for any and all reasonable costs we may incur in connection with the supply of Services. If the Services have been completed, this will be the full price that you have paid for the Services.
- 10.5 When and how we refund you. We shall refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

## 11. Cancelling or Re-arranging the Services

- 11.1 This clause does not apply to consumer customers during the first 14 days after we have accepted your Order – clause 10 applies instead.
- 11.2 You may cancel the Contract or re-arrange the Services, by giving us written notice.
- 11.3 Where notice to cancel is received by us at least 10 business days before the date on which the Services are due to be performed, we will refund what you have paid for the Services.
- 11.4 Where notice to re-arrange is received by us at least 10 business days before the date on which the Services are due to be performed, we will not charge you any additional sums.
- 11.5 Where any notice to cancel or to re-arrange the Services is received by us less than 10 business days before the date on which the Services are due to be performed, we will use reasonable endeavours to re-book that date but where we fail to do so, we reserve the right to charge a cancellation fee as set out in the following table:

Amount of notice given	Cancellation fee (as a percentage of the price of the Services)
5-9 business days (inclusive)	50%
3 or 4 business days	75%
Less than 3 business days	100%

## 12. Intellectual Property Rights

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.
- 12.2 We grant you a worldwide, non-exclusive, royalty-free perpetual licence to use the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 12.3 You shall not sub-license, assign or otherwise transfer the rights granted in clause 12.2.



12.4 You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

### **13. Confidentiality obligations**

13.1 The information outlined within the Deliverables is confidential and you undertake:

13.1.1 to keep the Deliverables secret and confidential;

13.1.2 not to use or exploit the Deliverables in anyway except in relation to the project to which they relate; and

13.1.3 to not disclose or make available the Deliverables available to any person, except as expressly permitted by clause 13.2.

13.2 You may disclose the Deliverables:

13.2.1 to your employees, officers, representatives, contractors, subcontractors or advisers who may reasonably need to know the information for the purpose of achieving the objects of the project to which the Deliverables relate. You shall ensure that such employees, officers, representatives, contractors, subcontractors or advisers comply with this clause; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

### **14. Termination of the contract**

14.1 **We can end the Contract with you:** Without affecting any other rights or remedy available to us, we can end the Contract with immediate effect by giving written notice to you if:

14.1.1 you don't make any payment to us when it is due and you still don't make payment within 14 days of us reminding you that payment is due; or

14.1.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Services.

14.2 **Either party can end the Contract with the other:** Without affecting any other rights or remedy available to it, either party may end the Contract with immediate effect by giving written notice to the other party if:

14.2.1 the other party commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; or

14.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business

14.2.3 the other party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

14.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

### **15. Consequences of termination**

15.1 On termination of the Contract by you under clause 14.2, we shall refund you for any Services (or part of the Services) which you have paid for but not received.

15.2 Subject to clause 15.1, on termination of the Contract, you shall immediately pay us all of our outstanding unpaid invoices and interest in respect of Services supplied and, where no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

- 15.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 16. We don't compensate you for all losses caused by us or our Services

- 16.1 Clauses 16.2 - 16.8 (inclusive) apply to both consumers and businesses.
- 16.2 **This clause reflects our insurance cover.** The limits and exclusions in this clause 16 reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess liability.
- 16.3 **This clause covers all types of liability.** References to liability in this clause 16 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 16.4 **No claims against employees.** You agree not to bring any claim in respect of loss or damage suffered by you arising out of or in connection with the Contract (including but not limited to delay or non-performance of our engagement) against any of our employees, consultants or agents even where they have been negligent.
- 16.5 **We are never responsible for conclusions drawn by you in relation to the Deliverables.** You assume sole responsibility for any conclusions drawn or actions taken as a result of the Services or the Deliverables. We shall not be liable for any losses that you may suffer or incur in connection with this.
- 16.6 **We are never responsible for any design, installation or specification element of your project.** The Services are limited to survey, testing, inspection, project and commercial management activities. We are never responsible for any design, installation or specification element of your project. Any comments we or our employees, agents, subcontractors or consultants may make on any design, installation or specification element of your project must be checked with the third party responsible for that design, installation or specification (as applicable). We shall not be liable for any losses that you may suffer or incur in connection with any design, installation or specification decisions made by you.
- 16.7 **Inaccurate information.** Where we rely on information provided by you, or information provided by a third party on your behalf, in providing the Services, and that information is not accurate in all respects, we shall not be liable for losses that you may suffer or incur as a result of the inaccurate information provided by you or them to us.
- 16.8 **Losses we never limit or exclude.** Nothing in these Conditions shall limit or exclude our liability for:
- 16.8.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 16.8.2 fraud or fraudulent misrepresentation; or
- 16.8.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.9 **Our liability to consumers.** If you're a consumer then we're responsible for losses you suffer caused by us breaking this Contract unless the loss is:
- 16.9.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 16.9.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 7 (We're not responsible for delays outside our control).
- 16.9.3 **Avoidable.** Something you could have avoided by taking reasonable action.
- 16.9.4 **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 16.7 (Your rights if you are a business).

- 16.9.5 **Cap on our liability:** Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for Services under such contract.
- 16.10 **Our liability to business customers.** If you're a business, then, except in respect of the losses described in clause 16.5 (Losses we never limit or exclude):
- 16.10.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any (i) loss of profit, (ii) loss of agreements or contracts, (iii) loss of or damage to goodwill or reputation, (iv) loss of sales or business or (v) any indirect or consequential loss arising under or in connection with any contract between us; and
- 16.10.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser of 100% of the total sums paid by you for Services under such contract and £200,000.
- 16.11 **Time limits for business customers.** If you're a business, then unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the date on which the Services are completed and shall expire one year from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## 17. Data Protection

- 17.1 **We use your personal data as set out in our Privacy Notice:** How we use any personal data you give us is set out in our Privacy Notice: <https://2ctc.co.uk/wp-content/uploads/2024/08/CD-TC-003-Website-Privacy-Terms-and-Conditions.pdf>
- 17.2 **If you are a business, we may process personal data on your behalf as a Processor (where you are the Controller).** If we process personal data on your behalf we will only do so on your documented instructions, which are to process the personal data as necessary to provide the Services in accordance with these Conditions. We will process the Personal Data for the duration of the Contract, for the purpose of performing the Services, the types of Personal Data may include name, address, telephone number, email address and health data, and the categories of Data Subject may include your tenants.
- 17.3 We will process the personal data in compliance with the Data Protection Laws, including:
- 17.3.1 implementing appropriate technical and organisation measures to protect against accidental destruction or loss of, accidental or unlawful damage to, or unauthorised or unlawful access to and disclosure of the personal data;
- 17.3.2 ensuring that our personnel who process the personal data are obliged to keep it confidential;
- 17.3.3 providing reasonable assistance to you in responding to any data subject rights request and in connection with security and breach notifications;
- 17.3.4 notifying you without undue delay on becoming aware of a personal data breach involving the personal data;
- 17.3.5 returning, deleting or putting beyond use (at your written direction) the personal data on termination of this Contract unless we are required by applicable law to continue to process the personal data; and
- 17.3.6 maintaining appropriate records to demonstrate our compliance with the Data Protection Laws.
- 17.4 You authorise us to appoint processors to assist us with processing the personal data we process on your behalf, to transfer the personal data outside the UK provided that in each case we do so in compliance with the Data Protection Laws. We may also share the personal data we process on your behalf with our accreditation bodies where necessary.



17.5 You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us and/or lawful collection of the Personal Data by us on your behalf for the duration and purposes of this Contract.

## 18. Other important terms apply to our contract

18.1 **We can sub-contract** any or all of our rights and obligations under the Contract.

18.2 **We can transfer our Contract with you, so that a different organisation is responsible for supplying the Services.** We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the Contract.

18.3 **You can only transfer your Contract with us to someone else if we agree to this.** We are under no obligation to consent to the transfer of the obligations under this Contract; however, we will not unreasonably withhold our consent to such a transfer.

18.4 **Nobody else has any rights under the Contract.** This Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

18.5 **If a court invalidates some of the Contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply. Where the court determines that a part of this Contract is deemed deleted the parties shall negotiate in good faith and agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.6 **Even if we delay in enforcing the Contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

18.7 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

18.8 **Entire agreement with you for business customers.** The Contract constitutes the entire agreement between you and us in relation to the Services. You acknowledge that in entering the Contract you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. You also acknowledge that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

18.9 **Notices for business customers.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or residential address (if an individual); or (b) sent by email to the address provided in the Order (or an address substituted in writing by the party to be served).

18.10 Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; or (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours (9.00am-5.00pm Monday to Friday excluding pub) in the place of receipt, when business hours resume.

18.11 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.12 **Choice of law and jurisdiction.** The Contract is governed by the laws of England and Wales. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the courts of England and Wales.