

BUSINESSMOVERS.TECH LIMITED'S TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context: “**Contract**” any contract between BusinessMovers.Tech Limited (BMT) and the Customer for the Equipment or supply of the Services formed in accordance with **Condition 2** and incorporating any Order Form (as defined below) and these Terms and Conditions.

“**Customer**” the purchaser of the Services named on the Order Form.

“**Equipment**” any equipment which BMT supplies or maintains as part of the Services to the Customer (including any of them or any part of them) under a Contract.

“**BMT**” means CH Business Resources Limited (Co.No.08186654) 3 William House, Old St, Michaels Drive, CM7 2AA.

“**BMT’s Business Hours**” BMT’s normal working hours of 9am to 5pm Monday

to Friday (excluding public or bank holidays in England and from 12pm 24 December to the first working day after 1 January).

“**Order Form**” the completed purchase order form for the Services to which these Terms and Conditions are annexed, an BMT order form or any other type of purchase order which BMT elects to accept pursuant to **Condition 2.2**, (for the avoidance of doubt, BMT’s standard order form may not always be used on every occasion particularly when an existing Customer purchases additional Services from BMT).

“**Services**” any services which BMT is to provide to the Customer (including any of them or any part of them) under a Contract and detailed on the Order Form.

“**Service Provider**” a contractor delivering Services to a Customer where BMT act as an intermediary.

“**Service Point**” the place at which the Services are to be performed as specified on the Order Form.

“**Terms and Conditions**” the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and BMT.

1.2 The headings in these Terms and Conditions are for convenience only and will not affect their construction or interpretation.

2. FORMATION AND INCORPORATION

2.1 Subject to any variation under **Condition 13.5**, any order made by the Customer for Services provided by BMT and using the Order Form will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the order.

2.2 Each order whether on an Order Form or a customer purchase order form or otherwise shall be interpreted in accordance with these Terms and Condition or acceptance of a quotation for Services will be deemed to be an offer by the Customer to purchase Services upon these Terms and Conditions and no terms of the Customer shall apply. The Contract is formed when the order is signed by the Customer and accepted by BMT. For the avoidance of doubt orders for the Services may be made by a Customer using the Order Form, a customer order purchase form or a combination of these.

2.3 The Customer may not cancel the Order. BMT may cancel the order at any time prior to delivery of the Equipment or performance of the Services.

3. DESCRIPTION

3.1 The description of the Equipment or Services to be provided will be as set out in the Order Form. All samples, drawings, descriptive matter, specifications and advertising issued by BMT and any descriptions or illustrations contained in BMT’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment or Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

3.2 BMT may make any change to the provision of the Services which are required to conform with any applicable safety, statutory or regulatory requirement or do not materially affect their quality or performance.

4. PRICE AND PAYMENT

4.1 The price for the Services will be the price specified on the Order Form and is exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question.

4.2 BMT will invoice the Customer for the Services as indicated on the Order Form, on or at any time after performance commences and, unless indicated to the contrary on the Order Form, payment is due within 14 days of service of such invoice, or upon termination of the Contract, whichever occurs first.

4.3 Time for payment will be of the essence.

4.4 In some cases BMT receives notice from its suppliers of an increase in the cost of supply to BMT of items or services which form part of the Services. Where BMT receives such notice the Customer acknowledges that BMT shall be entitled to pass on that increased cost to the Customer.

4.5 BMT will be entitled to reasonably increase the price of the Services in accordance with inflation rates prevailing at the time.

4.6 All payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counter claim.

4.7 If any sum payable under the Contract is not paid when due then, without prejudice to BMT’s other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 4 percent per annum over Barclays Bank plc base rate from time to time.

4.8 BMT will be entitled to withhold performance of the Services and reclaim any items of Equipment that it has hired to the Customer in the event that the Customer fails to make payments under a Contract in accordance with this **Condition 4**.

5. INSTALMENTS

5.1 BMT may perform the Services in stages. Each stage will be a separate Contract and no cancellation or termination of any one Contract relating to a stage will entitle the Customer to repudiate or cancel any other Contract or stage. Each separate stage will be invoiced and paid for in accordance with the provisions of the Contract.

6. PERFORMANCE OF THE SERVICES

6.1 The Services will be performed at the Service Point.

6.2 Performance of the Services will be made during BMT’s Business Hours unless specifically stated on the Order Form.

6.3 The Customer shall during the term of the Contract allow any authorised representative of BMT access to its premises and its Equipment to enable them to carry out BMT’s obligations under the Contract. This shall include (but is not limited to) inspection of the Equipment, removal of Equipment for non-payment or for any other purpose associated with the terms of the Contract.

6.4 BMT will use reasonable endeavours to perform each of the Customer’s orders for the Services within the time agreed when the Customer places an order and, if no time is agreed, then within a reasonable time, but the time of performance will not be of the essence.

6.5 The Customer shall ensure that any equipment that it uses in connection with the Services or any Equipment is technically compatible and will not harm any of BMT’s property and that all such Customer equipment is connected and used in line with any relevant instructions, standards or laws. Equipment can only be connected to BMT’s network using an approved socket or connection point. If not, the Customer must immediately disconnect it or allow BMT to do so at the Customer’s expense.

6.6 In the event that BMT provides the Customer with any software or access to websites and/or the ability to download from those websites in connection with the Services, where the law permits, BMT will grant the Customer a personal, nonexclusive, non-transferable licence, for so long as the relevant Service is provided, to use such software in object code form only on the hardware on which it is installed and to access and download from the websites for the sole purpose of enabling the Customer to use the Services. The Customer shall comply with the terms of such licence.

6.7 The Customer agrees not to:

6.7.1 disclose or make available to third parties any portion of such software or any user names or passwords to enable access to websites without BMT’s prior written permission;

6.7.2 copy or duplicate such software;

6.7.3 reverse engineer, decompile or disassemble such software (except as permitted by law);

6.7.4 modify or make derivative works of such software; or

6.7.5 use such software or access and download from any website after expiration, cancellation or termination of the Contractor of the relevant Service without obtaining a valid licence from BMT.

7. SERVICE PROVIDER SERVICES

7.1 Where a Service Provider’s service forms part of the Contract the Customer agrees:

7.1.1 we cannot guarantee that the Services will never be faulty and you acknowledge to us that you are subject to terms and conditions of the Service Provider in relation to the provision of those services. However, in the event of a fault you must notify us and we will notify the relevant Service Provider and monitor the progress of the Service Provider in rectifying the fault. We will ask the Service Provider to work on any fault that you report to us and that work will be subject to the repair service which the Service

Provider agrees to provide to you from time to time and the charges levied by the Service Provider from time to time.

7.1.2 not to engage in illegal or deceptive trade practices or any other behaviour prohibited by applicable terms of use for the Service.

7.2 BMT will endeavour to offer delivery and continued support equal to that of the chosen service provider for the service chosen, detailed information on supplier response times are available upon request.

8. MAINTENANCE AND SUPPORT SERVICE ("The Maintenance and Support Service")

8.1 During the period of the Contract, in consideration of the payment by the Customer of the annual maintenance charge for The Maintenance and Support Service (as detailed on the Order Form), BMT shall provide the maintenance and support services outlined at **Condition 8.2** below to the Customer. The Maintenance and Support Service shall apply only to the Equipment and Services listed on the Order Form and specifically excludes all peripherals or computer add-ons unless expressly listed on the Order Form.

8.2 BMT will provide the Maintenance and Support Service to the Customer on the following basis:

8.2.1 BMT shall provide emergency telephone and email assistance relating to the Equipment and Services listed on the Order Form during BMT's Business Hours;

8.2.2 Any defects found in any software or Service will be reported to the author/supplier/Service Provider;

8.2.3 The Maintenance and Support Service specifically excludes the cost of upgrading software products to current versions. All media shall be the responsibility of the Customer.

8.2.4 The Customer shall be entitled to request software maintenance assistance at its business premises, and BMT may provide such assistance to the Customer on a chargeable basis for travel, labour and expenses incurred.

8.2.5 All maintenance, repair or replacement will normally be carried out at the Service Point but may be dealt with elsewhere at the option of BMT.

9. RISK/TITLE

9.1 All Equipment will remain the property of BMT until the price of such equipment has been paid in full but risk in the Equipment will pass to the Customer from the date of delivery.

9.2 The Customer will insure the Equipment and keep it insured throughout the term of the Contract on an agreed value basis, but not for less than the full market value of the Equipment, against all risks on a comprehensive policy without restriction or excess.

10. LIABILITY AND INDEMNITY

10.1 BMT does not exclude its liability (if any) to the Customer:

10.1.1 for breach of BMT's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;

10.1.2 for personal injury or death resulting from BMT's negligence;

10.1.3 under section 2 (3) Consumer Protection Act 1987;

10.1.4 for any matter which it would be illegal for BMT to exclude (or to attempt to exclude) its liability; or

10.1.5 for fraud.

10.2 Except as provided in **Condition 10.1**, BMT will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused.

10.3 Except as set out in **Condition 10.1**, BMT here by excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

10.4 Each of BMT's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in **Conditions 10.1 to 10.3** in that person's own name and for that person's own benefit, as if the words "its employees, agents and subcontractors" followed the word BMT wherever it appears in those conditions.

10.5 If we terminate the Contract under **Condition 12** we shall be entitled to recover from you all costs, losses and expenses reasonably incurred by us including, but not limited to, the cost of removing the Services and should we incur any fine or penalty from any regulatory body due to your act or omission you shall indemnify us against such fine or penalty and reimburse us for our reasonable administrative expense of dealing with the matter giving rise to the fine or penalty.

10.6 The Customer agrees to indemnify, keep indemnified and hold harmless BMT from and against all costs (including the costs of enforcement),

expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which BMT incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance

by the Customer of the terms of the Contract.

11. FORCE MAJEURE

BMT will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Contract, if it is due to any event beyond the reasonable control of BMT including, without limitation, acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and BMT will be entitled to a reasonable extension of time for performing such obligations.

12. TERMINATION

12.1 Where Customer enters Contract for Services or Maintenance and Support Services:

12.1.1. The Contract and the supply of the Services can be ended by not less than three months' written notice from you to us to expire no earlier than the final day of the Minimum Period (being the minimum period set out on the Order Form).

12.1.2 If you do not serve notice to terminate in accordance with **Condition 12.1.1**

above, at the expiry of the Minimum Period the Contract will be automatically renewed on an annual basis, terminable by not less than three months' written notice from you to us to expire no earlier than the final day of each extension period.

12.2 The Customer may not terminate the Contract during the Minimum Period. If the Customer wishes to terminate the Contract in whole or in part during the Minimum Period or relevant annual extension period referred to in **Condition 12.1.2**, BMT may, in its absolute discretion, accept such termination on the basis that the Customer shall pay all sums due under the contract up to the end of the Minimum Period or relevant annual extension period referred to in **Condition 12.1.2**.

12.3 BMT may by written notice terminate the Contract immediately if the Buyer is in material breach of the Contract or enters in to insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Failure to pay any sums due in accordance with **Condition 4.2** is a material breach of the terms of the Contract which is not capable of remedy.

12.4 The termination of the Contract how so ever arising is without prejudice to the rights, duties and liability of either the Customer or BMT accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

12.5 Upon termination of the Contract, the Customer will pay all monies due under the Contract to BMT up to and including the date of termination.

12.6 Should BMT have entered in to a long term commitment and/or unusually priced agreement with one of its suppliers due to the nature of the Customer's requirements for the Contract BMT shall be entitled to recover additional overheads which it will notify to the Customer in writing should the Customer attempt to terminate the Contract within the Minimum Period.

12.7 You agree that any disputes relating to an invoice (including the calculation of any amounts payable) must be notified to us in writing within 12 months of the date of the relevant invoice. You will not be entitled to any credit or refund relating to disputes raised after the expiry of this period.

12.8 BMT may cancel the Contract at any time prior to the commencement of the Services by giving no less than 14 days notice in writing to the Customer. BMT may terminate the Contract at any time thereafter by giving no less than 90 days notice in writing to the Customer.

13 CONFIDENTIALITY

13.1 Each party will keep confidential any and all Confidential Information that it may acquire in relation to the other.

13.2 The party in receipt of the Confidential Information ('the Receiving Party') will not use the Confidential Information for any purposes other than to perform its obligations under the Contract. The Receiving Party will ensure that its officers and employees comply with the provisions of this **Condition 13**.

13.3 The obligations on the Receiving Party set out in **Condition 13.1** and **13.2** will not apply to any information which:

13.3.1 It is publicly available or becomes publicly available through no act or omission of the Receiving Party; or

13.3.2 The Receiving Party is required to disclose by order of a court of competent jurisdiction.

13.4 The Customer must promptly provide BMT with all information and co-operation, which BMT may reasonably require to enable it to carry out its obligations under the Contract.

14. GENERAL

14.1 Time for performance of all obligations of the Customer is of the essence. Time for performance of all obligations of BMT is not of the essence.

14.2 Each right or remedy of BMT under the Contract is without prejudice to any other right or remedy of BMT whether under the Contract or not.

14.3 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

14.4 No failure or delay by BMT to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

14.5 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of BMT.

14.6 BMT may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.

14.7 The Contract is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without BMT's prior written consent.

14.8 The Contract contains all the terms which BMT and the Customer have agreed in relation to the Services and supersedes any prior written or oral agreements, representations or understandings between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BMT which is not set out in the Contract.

14.9 Save as set out in **Condition 10.4** the parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

14.10 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted.

14.11 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.

14.12 All services are subject to survey and availability.