

E2 Services Ltd

Terms and Conditions

1.0 Project Scope and Location

1.1 E2 Services Ltd shall supply the services at the location(s) specified in the signed Proposal (PQ) or Specification of Works (SOW). During the period covered by this agreement, the location(s) at which services are supplied may be varied subject to prior agreement between You and E2 Services Ltd and subject to further payments to cover any additional costs incurred by E2 Services Ltd as a result of the change in location(s)

2.0 Amendments to Agreed Projects

2.1 Any amendments or changes to the service agreed on will need E2 Services Ltd to provide a written Proposal of the change to the price and timings of the project. Implementation of these changes will then be mutual agreed.

2.2 Any amendments or changes detailed within a written proposal will need to be signed off by both parties. This will then be taken as authority to proceed and will be binding.

3.0 Entire Agreement

3.1 This Agreement, together with any documents referenced therein, constitutes the entire agreement between the parties in relation to its subject matter. In the event of any conflict between the terms of this Agreement and the terms of any Purchase Order or other related document, the terms of this Agreement shall prevail. This Agreement supersedes all previous correspondence or communication whether written or verbal

4.0 Payment and Expenses

4.1 All fees are exclusive of VAT at the prevailing rate.

4.2 Motor mileage is charged at 45p per mile.

4.3 Overnight accommodation and agreed expenses are charged at cost.

4.4 A schedule of expenses will be kept by E2 Services Ltd and included with each invoice. Expense receipts will be kept by E2 Services Ltd throughout the contract term and for 12 months thereafter.

4.5 Invoicing by E2 Services Ltd is undertaken monthly in arrears, on all completed energy saving measures and completed projects. This will include all expenses incurred by E2 Services Ltd for that time period. All invoices are payable within 30 days of the invoice date.

5.0 Confidential Information

5.1 Neither party will, without the other's consent, disclose confidential information regarding the other party. This excludes information which is in the public domain or is required to be disclosed by law.

5.2 All ideas and concepts, including the identification of incorrect energy invoice charges, potential cost saving solutions and improved energy project specifications presented by E2 Services Ltd are the confidential information of E2 Services Ltd. Such ideas and concepts are intended for the sole use of the client and may not be disclosed to any outside party or competitor without our prior written consent.

6.0 Intellectual Property

6.1 The client recognises E2 Services Ltd.’s ownership of intellectual property rights. This includes copyright of all energy cost saving measures and project specifications.

Information and services provided by E2 Services Ltd to you is for use by you only and for the prescribed purpose only. Such information and services may not be used for other purposes or by other persons or organisations, without the written consent (which will not be unreasonably withheld) of E2 Services Ltd

7.0 Cancellation and Termination

7.1 The contract shall last on the date established and shall remain in force for the minimum term shown within the Proposal or Specification of Works.

7.2 Either E2 Services Ltd or the client may terminate the contract at any time by written notice to the other, if the other commits a material breach of the contract, which it fails to remedy within 30 days of receiving written notice requiring it to do so; or if the other becomes insolvent.

7.2.1 Any notice required to be given by one party to the other shall be in writing and shall be served by sending it by fax or E-Mail, to be followed by first class post or by delivering it to the address of the party to be served as set out at the head of the Agreement, (or such other address as either party may from time to time notify to the other for this purpose). Notices sent by post are deemed to have been served 3 working days after dispatch and in proving service of a letter, it shall be sufficient to prove that it was properly addressed, stamped and placed in the post.

7.3 Should the client decide not to implement a project or measure which adheres to the clients specified investment criteria, E2 Services Ltd reserves the right to charge the client for work completed to date. This will be charged at £750 per day, plus VAT at the prevailing rate.

8.0 Unit of Liability

8.1 E2 Services Ltd will not be liable for the following loss or damage however caused:

- 8.1.1 Economic loss, including loss of business, revenue, goodwill or anticipated savings.
- 8.1.2 Special, indirect or consequential loss (other than direct physical damage to tangible property)
- 8.1.3 Loss arising from any claim made against the client by any other person.
- 8.1.4 E2 Services Ltd entire liability for actual damages in respect of any default shall not in any event exceed 100% of the charges due for the services directly related to the default.

Terms Agreed:

Signed: _____
 Date: _____
 For and on behalf of the Receiving Party

Signed: _____
 Date: _____
 For and on behalf of E2 Services Ltd