

## Terms & Conditions

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### Ten Counties Limited Terms and Conditions for Website

**Definitions:** The term “We” refers to Ten Counties Limited, the owner of the website. The terms “ You” or “Your” refers to the user of the website. The term “Website” refers to tencounties.co.uk.

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**Copyright:** The website, content and intellectual property is copyright of Ten Counties Limited 2010. All rights reserved. Any redistribution or reproduction of content is prohibited.

**Interpretation:** These terms and conditions shall be governed by and construed in accordance with English Law and both parties hereby agree to the non-exclusive jurisdiction of the courts of England and Wales

### Ten Counties Limited Terms & Conditions for Trading

**Definitions:** In these Conditions the following words shall have the following meanings, the “Company” refers to Ten Counties Limited, the “Client” refers to the Person(s), firm or company who buy services from Ten Counties Limited and “Contract” refers to the contract for any services bought by the Client from the Company.

**Quotations and Tenders:** Any quotation or tender from the Company is valid for acceptance within the period stated therein or otherwise within 30 (thirty) days. Where the acceptance by the Client or any quotation or tender is not accompanied by sufficient information to enable the Company to proceed with the Contract, the Company shall be at liberty to vary any terms of the tender or quotation to account for any increase in price or expenses, or any other changes which take place after acceptance.

**Services:** All aspects of works associated with land management and maintenance, landscaping, construction, earthworks, invasive weed control, ecological and waste management services contracted by the Client from the Company.

**Acceptance of Contract:** No Contract shall be deemed accepted until the Company issues a written acknowledgement to the Client. These Conditions shall be deemed to be accepted by the Client from the earliest moment when the Client accepts services from the Company. Once the Client is deemed to have accepted these Conditions in connection with the Company’s services, the Conditions are deemed incorporated into future agreements between the Client and the Company. No addition or variation by the Client to the contract order shall be binding unless agreed in writing with the Company.

**Commencement of Works:** Unless a specified date or period of commencement of work has been agreed between the Company and the Client, the Company will commence work as soon as practicable to do so. The Client shall make all arrangements reasonably required by the Company and without charge.

**Payment:** Payment to the Company is due in full 28 (twenty eight) days from date of invoice, except where alternative payments have been agreed in writing by the Company. If payment is not paid in full by this date, the

Company may without prejudice to any other rights or options charge the Client interest on any payment which has not been made within 28 (twenty eight) days of the due date. The Company may cancel the Contract or suspend any further Services to the Client until settlement.

**Force Majeure:** The Company shall not have any liabilities or performance of any obligations under the Contract, if it is delayed, hindered or prevented by any cause beyond its reasonable control, including without limitation fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, war, governmental controls, restrictions or prohibitions, strikes, lockouts, industrial action, employment dispute, protest, traffic congestion, vandalism, interruptions in communications, power supply and mechanical breakdown, failure or malfunction of computer systems. In the event of such delay, the Company shall be entitled to postpone delivery of services and labour by the duration of interference plus a reasonable start up time thereafter, or to cancel the Contract in its entirety or partially, in so far as it has not been performed without incurring any liability for non-performance.

**Termination of Contract:** The Company shall have the right to terminate the Contract at any time by giving at least 7 (seven) days notice to the Client in any of the following events, which termination shall be effective upon expiry of such notice. If the Client commits a material breach of any terms of the Contract and fails to remedy the same within 30 (thirty) days of being notified of the breach.

**Consequences of Termination:** The Company shall not be obliged to complete any of its Services ordered by the Client unless already paid for and all payments due to the Company shall become due immediately upon termination of this Contract despite any other provision. The termination of this Contract shall not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

**Interpretation:** The Contract including conditions shall be governed by and construed in accordance with English Law and both parties hereby agree to the non-exclusive jurisdiction of the courts of England and Wales.

**General:** The Company may subcontract its Services and agrees that it shall be responsible for the actions or omissions of any subcontractor used by it in connection with any of the Services or with satisfying any of the Company's responsibilities under the Contract. The Client shall not be entitled to assign, transfer or dispose of any right, obligation or interest in or arising out of the Contract or any part of it without the prior written consent of the Company. Ten Company may assign the Contract or any part of it to any other person, legal entity, firm or organisation.

**Communications:** Any communications between the Client and the Company with regard to the Contract parties about this Contract must be in writing.