

# TARDIS INSTALL TERMS AND CONDITIONS (B to B)

## GENERAL TERMS

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

**“Business Day”** A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**“Commencement Date”** Has the meaning set out in clause 2.2

**“Conditions”** These terms and conditions including the relevant Specific Terms as amended from time to time in accordance with clause 21.

**“Customer”** The person or firm who requests and/or purchases the services from Tardis.

**“Delivery”** The transfer of physical possession of the Equipment to the Customer at the Site.

**“Deposit”** The deposit amount set out in the Order.

**“Equipment”** The items of equipment listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**“Order”** The Customer’s order for the supply of hire of the Equipment and/or the Services, as set out in the Customer’s purchase order form, or the Customer’s written acceptance of Tardis’ quote, or overleaf as the case may be.

**“Site”** The location as set out in the Order or such other location as the parties may agree in writing.

**“Specific Terms”** The terms and conditions as set out in clause **Error! Reference source not found.** onwards which apply in respect of the specific Equipment by the Customer.

**“Rental Payments”** The payments due from the Customer for hire of the Equipment and/or the Supply of the Services, at the prices set out in Tardis’ quotation, or if the quotation has expired, as set out in Tardis’ price list in force at the Commencement Date (Price).

**“Rental Period”** The period of hire as set out in clause **Error! Reference source not found..**

**“Services”** The services as set out in the Order supplied by Tardis to the Customer in accordance with the Service Specification.

**“Service Specification”** The description or specification for the Services provided in writing by Tardis to the Customer.

**“Tardis or We”** Tardis Install UK Limited registered in England and Wales with Company number 13280188

**“Total Loss”** The Equipment is, in Tardis' reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**“Subcontract”** Tardis reserve the right to subcontract work where necessary.

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“VAT” Value added tax chargeable under the Value Added Tax Act 1994.

Section 55A of the Value Added Tax Act 1994 (c. 23) ('section 55A') requires the recipient of the supply rather than the supplier to account for and pay any value added tax due on supplies of goods or services which are of a description specified in an order made by the Treasury under that section for that purpose.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.10 A reference to writing or written includes fax and e-mail save in relation to the service of Notices under clause 25.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.13 References to clauses are to the clauses of this agreement.

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1.14 Any words following the terms including, include, in particular, 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.

1.15 Where there is inconsistency between the General Terms (clauses 1 to **Error! Reference source not found.**) and the Specific Terms, the Specific Terms shall take precedence.

### **2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Tardis issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date")

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Tardis which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Tardis and any description of the service or illustrations or descriptions of the Services contained within Tardis' marketing material are issued and published for the sole purpose of giving an approximate idea of the equipment and/or Services described in them. They shall not form part of the Contract or have contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Tardis does not constitute an offer, and is only valid for 20 Business Days from the date of issue.

2.7 All of these Conditions shall apply to the supply of the Services except where application to one or the other is specified.

2.8 In relation to the order confirmations, where issued to a Customer, the persons returning the order confirmation must be 18 years of age or over.

2.9 If any special accreditations are required it is responsibility of the customer to advise on this prior to delivery, as subcontractors don't always mirror full Tardis accreditation.

### **3. PAYMENTS AND DEPOSIT**

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- 3.1 The Customer shall pay the Payments to Tardis, by either debit or debit card or direct payment to Tardis' bank as follows:
- (a) For Customer who hold a Tardis credit account, Tardis will issue statements of account monthly, and all amounts payable as shown on the Customer's statement of account shall be paid by the Customer within 30 days from the date of the statement of account;
  - (b) For Customers who do not hold a Tardis credit account, a none-refundable deposit as set out in the order for the Services shall be paid on the Commencement Date. The balance shall be paid by the Customer no later than 14 days prior to the Commencement Date or the date of the supply of the Services, whichever is earlier
- 3.2 Any invoice queries must be made within 7 days of the date of the invoice.
- 3.3 The Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law. **Section 55A** of the **Value Added Tax Act 1994** (c. 23) ('**section 55A**') requires the recipient of the supply rather than the supplier to account for and pay any **value added tax** due on supplies of goods or services which are of a description specified in an order made by the Treasury under that **section** for that purpose.
- 3.4 Where the Customer has paid for the Services by either debit or credit card, the Customer authorises Tardis to take payment for all other Services ordered by the Customer from such debit or credit card, where payment for such other Services has not been made by the Customer on the due date for payment.
- 3.5 Where the Customer chooses to pay by credit card Tardis will make a charge of 5% of the total Price as set out in the Order.
- 3.6 No payment shall be deemed to have been received until Tardis has received cleared funds.
- 3.7 Time for payment shall be of the essence.
- 3.8 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.9 If the Customer fails to make any payment due to Tardis under the agreement by the due date for payment, then, without limiting Tardis' remedies under clause 0, the Customer shall pay interest on the overdue amount at the rate of 8.5% per annum above Tardis' bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The customer shall pay the interest together with the overdue amount.
- 3.10 The Deposit is a deposit against default by the Customer of payment of any Payments or any loss of or damage caused to the Equipment. The Customer shall, on the date of this agreement, pay the deposit amount set out in the Contract to Tardis. If the Customer fails without due cause to make any Payments in accordance with the Payment Schedule, or causes any loss or

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damage to the Equipment (in whole or in part), Tardis shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Tardis any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.

- 3.11 Prices are liable to change at any time, but price changes will not affect an Order that Tardis has accepted, unless unforeseen circumstances – i.e. global pandemic etc
- 3.12 The Price for service(s) shall, unless agreed otherwise by Tardis, be exclusive of any delivery charges. Further, where Tardis agrees to deliver or collect the Equipment and incurs a highways congestion charge in making the delivery or collection, the Customer shall reimburse Tardis for such congestion charge.
- 3.13 Where Tardis incurs an emissions charge in respect of the Equipment or Services, the Customer shall reimburse Tardis for such emissions charge.
- 3.14 Tardis may charge an abortive charge (of the price stated in the Contract or the costs incurred by Tardis as a result of the Customer's failure to comply with the applicable terms leading to the abortive provision of services or delivery or collection of Equipment) in circumstances where the Customer has not complied with its obligations under this agreement in relation to adverse weather, where Tardis cannot access the site or the Equipment, where in the reasonable opinion of the Tardis driver there is risk of damage to the vehicle or the Equipment.
- 3.15 Tardis will not accept deductions from invoices without prior agreement in writing. Rates deemed "UP TO" will stand full charge, even if part quantities have been delivered or removed, unless agreed otherwise in writing.
- 3.16 All damages will be charged at a minimum of 30% of the Cost + any labour and travelling time
- 3.17 Any/All damages found on return will be notified in writing within 72 hours of receipt of the returned goods, detailing repair costs and labour time.
- 3.18 Tardis reserve the right to pass on any charges for damaged and lost parts valued £50.00 or under on final invoice. This is subject to clause 5.17 where customers will be notified within 72 hours and do not appeal.
- 3.19 Tardis charge additional for any work required out of hours, including evening and weekend work, which is quoted at the time of the request. Normal working hours are 8am to 5pm Monday to Friday.

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### **4. DELIVERY COLLECTION & SERVICE**

- 4.1 Where Tardis has agreed to deliver or collect the Equipment, to or from the site such delivery and/or collection will form part of the service.
- 4.2 Where delivery of the Equipment by Tardis has been agreed, Tardis shall use all reasonable endeavours to effect Delivery by the date and time set out in the Order. Title and risk shall transfer in accordance with clause 8 of this agreement.
- 4.3 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery, collection or service of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. The Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 4.4 To facilitate Delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in the Order.
- 4.5 Tardis hours of work are 7am to 5pm Monday to Friday, if you require assistance outside of the normal working hours, additional charges will apply.

### **5. ADVERSE WEATHER**

- 5.1 It is the Customer's responsibility to inform Tardis, by no later than 9am on the day of services, if adverse weather (including temperatures below zero degrees Celsius) is affecting or likely to affect the Site on the date.
- 5.2 If the Customer fails to comply with its obligations under clause 5.1 and Tardis is unable to perform the Services Tardis shall be entitled to charge the full rate as per the Order.
- 5.3 For Services that may be affected by temperatures below zero degrees Celsius Tardis reserves the right to alter the date to a day when temperatures are sufficient to allow the work or the Services to be supplied. In those circumstances the Customer shall not be entitled to rescind the Contract.

### **6. DELAY AND NON-DELIVERY**

- 6.1 Subject to the other provisions of the Contract, Tardis shall not be liable for any 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 similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery, collection or service even if caused by Tardis' negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract except where such delay exceed 14 Business Days from the estimated date for delivery, in which case the Customer may rescind the Contract.

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- 6.2 The quantity of any consignment of Equipment as recorded by Tardis on dispatch from Tardis' place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 6.3 Tardis shall not be liable for any non-delivery of equipment (even if caused by Tardis' negligence) unless the Customer gives notice to Tardis of the non-delivery within 2 days of the date when the equipment would in the ordinary course of events have been received.
- 6.4 The exception in clause 6.3 above shall not apply to circumstances as outlined in clause 5.3.
- 6.5 Any liability of Tardis for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro-rata Contract Rate against any invoice raised for such Equipment.

### **7. SERVICES**

7.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with Tardis in all matters relating to the Services;
- (c) provide Tardis, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Tardis;
- (d) provide Tardis with such information and materials as Tardis may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start; and
- (g) keep and maintain all materials, equipment, documents and other property of Tardis ("Tardis Materials") at the Customer's premises in safe custody at its own risk, maintain Tardis Materials in good condition until returned to the Tardis, and not dispose of or use Tardis Materials other than in accordance with Tardis' written instructions or authorisation.
- (h) Be responsible for any fines incurred on the site(s) or access to site(s), in terms of PCN's etc.

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7.2 If Tardis' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

- (a) Tardis shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Tardis' performance of any of its obligations;
- (b) Tardis shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Tardis' failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse Tardis on written demand for any costs or losses sustained or incurred by the Tardis arising directly or indirectly from the Customer Default.

### **8. TITLE, RISK AND INSURANCE**

8.1 The services shall at all times remain the property of Tardis, and the Customer shall have no right, title or interest in or to the services (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

8.2 All insurance policies procured by the Customer shall be endorsed to provide Tardis with at least twenty 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Tardis' request name Tardis on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

8.3 The Customer shall give immediate written notice to Tardis in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

8.4 If the Customer fails to effect or maintain any of the insurances required under this agreement, Tardis shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

8.5 The Customer shall supply copies of the relevant insurance policies or other insurance confirmation acceptable to Tardis and proof of premium payment to Tardis to confirm the insurance arrangements.

### **9. CUSTOMER'S RESPONSIBILITIES**

9.1 The Customer shall during the term of this agreement:

- (a) ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in Specific Terms for the Equipment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Tardis;



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- (b) take such steps (including compliance with all safety and usage instructions provided by Tardis) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) permit Tardis or its duly authorised representative to inspect the services at all reasonable times and for such purpose to enter upon the Site or any premises at which the services may be located, and shall grant reasonable access and facilities for such inspection;
- (d) maintain operating and maintenance records of any Equipment Tardis are required to work on and/or service, and make copies of such records readily available to Tardis, together with such additional information as Tardis may reasonably require;

9.2 The Customer acknowledges that Tardis shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the customer undertakes to indemnify Tardis on demand the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.

### **10. WARRANTY**

Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Tardis, the customer shall be entitled only to such warranty or other benefits as Tardis has received from the manufacturer.

### **11. LIMITATION OF LIABILITY – Consumer Customers only THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 11.1 We are responsible to you for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 11.3 If you are a consumer and we are installing the Equipment and/or providing Services in your property, we will make good any damage to your property caused by Us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.
- 11.4 If you are a consumer, under this contract we are only hiring the Equipment and/or supplying the Services for domestic and private use. You agree not to use the Equipment for

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any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **12. LIMITATION OF LIABILITY: Business Customers only THE CUSTOMERS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

12.1 Without prejudice to clause 12.3, Tardis' Maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £10,000,000

12.2 Tardis shall have opportunity, at their discretion, first remedy or rectify any of its breaches of these terms.

12.3 Nothing in this agreement shall exclude or in any way limit :

- (a) Either party's liability for death or personal injury caused by its own negligence
- (b) Either Party's liability for fraud or fraudulent misrepresentation; or
- (c) Any other Liability which cannot be excluded by law.
- (d) Breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory, quality, fitness for purpose and samples); and;
- (e) Defective products under the Consumer Protection Act 1987

12.4 This agreement sets forth the full extent of Tardis obligations and liabilities in respect of the Equipment and is hiring. In particular, there are no conditions, warranties or other terms, express or implied, including as a quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Tardis except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

12.5 Without prejudice to clause 12.3 neither party shall be liable under this agreement for any :

- (a) Loss of profit
- (b) Loss of Revenue
- (c) Loss of Business; or
- (d) Indirect or consequential loss or damage

In each case, however caused, even if foreseeable.

12.6 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms this is caused by an event outside of our control.

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- 12.7 An event outside our control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war (whether declared or not) or threat or disaster, or failure of public or private telecommunications networks.
- 12.8 If an event outside of our control takes place that affects the performance of our obligations under these terms,
- (a) We will contact you as soon as reasonably possible; and
  - (b) Our obligations under these terms will be suspended and the time of performance of our obligations will be extended for the duration of the event outside of our control. Where this affects the delivery of goods and or services, we will arrange a new date, once the event is over.
- 12.9 You may cancel the contract if an event outside of our control takes place and you no longer wish us to provide the goods or service. Please see your cancellation rights under clause 14. We will only cancel the contract if the event outside our control continues for longer than 30 business days in accordance with our cancellation rights.
- 12.10 This Clause 12 shall survive termination of the Contract.

### **13. TERMINATION – Business Customers only**

- 13.1 Without affecting any other right or remedy available to it, Tardis may terminate this agreement with immediate effect by giving notice to the Customer if :
- (a) The Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
  - (b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
  - (c) the Customer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

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- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);
  - (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);
  - (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
  - (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
  - (k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
  - (l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(d) to clause 15.1(k) (inclusive);
  - (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation
- 13.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 13.3 If the Customer wishes to terminate the Contract it must ensure that:
- (a) Written notice of termination is sent to Tardis' head office (termination through any other means or office will not be sufficient to terminate the Contract or end the Rental Period); and
  - (b) Made during working office hours (8am to 5pm Monday to Friday); and
    - i. Quote the Contract reference; and
    - ii. Be made at least 24 hours in advance of the cancellation
- 13.4 Tardis cannot always cancel Services pre-ordered for the weekend or outside of normal office hours. In these cases, the Customer may still be charged for the Services.

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- 13.5 If at the time of cancelling the order, we have despatched or started work in any form, you will pay us any costs incurred or this value will be deducted from any refund you are entitled to.
- 13.6 Unfortunately if you cancel an order or equipment and it has already been dispatched and or received. We will not be able to cancel until it is delivered or collected back to us. In this case you will have to pay to have the item returned or we will charge a collection fee.
- 13.7 Once we have begun to provide the service to you, you may cancel the contract at any time by providing us with at least 14 working days' notice in writing. Any advance payment you have made that have we have not provided will be refunded to you.
- 13.8 Once we have begun to provide the service to you, you may cancel with immediate effect by giving us written notice if:
- (a) We break this contract in any material way and we do not correct or fix within 14 days of your request.
  - (b) We go into liquidation or a receiver or administrator is appointed over our assets.
  - (c) We change these terms to your material disadvantage.
- 13.9 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### **14. TERMINATION – Consumer Customers only**

- 14.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what You have bought is faulty or misdescribed You may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 14.2;
  - (c) If you have just changed your mind about the Services, see clause 14.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Deliverables;
- In all other cases (if we are not at fault and there is no right to change your mind).

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14.2 If you are ending the Contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

14.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products or services bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

14.4 You do not have a right to change your mind in respect of:

- (1) services, once these have been completed, even if the cancellation period is still running;
- (2) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (3) any products which become mixed inseparably with other items after their delivery.

14.5 You have 14 days after the day We email You to confirm We accept Your Order to change Your mind. However, once We have completed the Services You cannot change Your mind, even if the period is still running. If You cancel after We have started the Services, You must pay Us for the Services provided up until the time You tell Us that You have changed Your mind.

14.6 Even if We are not at fault and You do not have a right to change Your mind, You can still end the Contract before it is completed, but You may have to pay Us compensation. A contract for Services is completed when We have finished providing the Services and You have paid for them. If You want to end a contract before it is completed where We are not at fault and You have not changed Your mind, just contact Us to let us know. The Contract will end immediately and We will refund any sums paid by You for Services not provided but We may deduct from that refund (or, if you have not made an advance payment, charge you) an amount equal to the Services provided to that date and any costs we have directly incurred in anticipation of carrying out the Services – for example for materials or tank hire.

14.7 To end the Contract with Us, please let Us know by phone to 08007310589 or email address to [Installations@tardisinstall.co.uk](mailto:Installations@tardisinstall.co.uk) or by post to our Company's registered office address.

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- 14.8 If You end the Contract for any reason and any of our property is still at Your property You give Us permission to collect them. Depending on the circumstances of Your cancellation of the Contract (You just change Your mind) We may charge for collection a maximum of £10000,00
- 14.9 If You are due a refund then We will make any refunds due to you as soon as possible and within 14 days of your telling us You have changed Your mind.
- 14.10 We may end the contract if You break it. We may end the Contract at any time by writing to You if:
- (1) You do not make any payment to us when it is due and You still do not make payment within 7 days of us reminding you that payment is due;
  - (2) You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services; or
  - (3) You do not, within a reasonable time, allow Us access to Your premises to supply the Services.
- 14.11 You must compensate Us if You break the contract. If We end the contract in the situations set out in clause 14.10 We will refund any money You have paid in advance for Services We have not provided but We may deduct We may deduct from that refund (or, if you have not made an advance payment, charge you) an amount equal to the Services provided to that date and any costs we have directly incurred in anticipation of carrying out the Services – for example for materials or tank hire.

### **15. CONSEQUENCES OF TERMINATION**

- 15.1 Upon termination of this agreement, however caused:
- (a) Tardis' consent to the Customer's possession of the Equipment shall terminate and Tardis may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
  - (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Tardis on demand:
    - i. all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 3.9;
    - ii. any costs and expenses incurred by Tardis in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 15.2 Upon termination of this agreement pursuant to clause 13.1, any other repudiation of this agreement by the Customer which is accepted by Tardis or pursuant to clause 13.2, without prejudice to any other rights or remedies of Tardis, the Customer shall pay to Tardis on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less:

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(a) a discount for accelerated payment at the percentage rate set out in the Payment Schedule; and

(b) Tardis' reasonable assessment of the market value of the Equipment on sale.

15.3 The sums payable pursuant to clause 15.2 shall be agreed compensation for Tardis' loss and shall be payable in addition to the sums payable pursuant to clause 16.2(b). Such sums may be partly or wholly recovered from any Deposit.

15.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

### **16. DATA PROTECTION- Business Customers only**

16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 16, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

16.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.

16.3 Without prejudice to the generality of clause 16.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

### **17. DATA PROTECTION- Consumer Customers only**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at [tardis.hire.co.uk](http://tardis.hire.co.uk)

### **18. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. Along with increasing costs, where normal working conditions have been affected the geographical presence. This will be of immediate effect and no notice given. If the period of delay or non-performance continues for 30 Business Days, the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

### **19. CONFIDENTIAL INFORMATION**

19.1 Each party undertakes that it shall not at any disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 19.2.



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19.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

### **20. ASSIGNMENT AND OTHER DEALINGS**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

### **21. VARIATION**

Tardis may amend these terms from time to time on giving 30 days written notice. The Customer then has 7 days in which to cancel the Contract if it does not agree to the new terms. .

### **22. NO PARTNERSHIP OR AGENCY**

22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **23. FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

### **24. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

### **25. NOTICES**

25.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

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- (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
- (b) sent by fax to its main fax number.

25.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (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.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

25.3 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.

### **26. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **27. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### **28. SEVERANCE**

28.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

28.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **29. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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### **30. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **31. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).