

TERMS AND CONDITIONS

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means these Conditions and the Instruction;
Customer	means the person who purchases the Services from the Supplier and whose details are set out in the Instruction;
Data Protection Laws	means, as binding on either party or the Services: <ul style="list-style-type: none"> (a) the General Data Protection Regulation, Regulation (EU) 2016/679; (b) the Data Protection Act 2018; and (c) any laws that implement, replace, extend, re-enact, consolidate or amend any of the foregoing;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract ;
Instruction	means the order for the Services from the Supplier placed by the Customer on the Instruction Form;
Instruction Form	means the Supplier's instruction form as supplied to Customer;
Price	has the meaning set out in clause 3.1;
Protected Data	means Personal Data (has the same meaning given to it in Data Protection Laws) received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
Services	means the Services set out in the Instruction Form and to be performed by the Supplier for the Customer;
Supplier	means Constant & Co(Bedford) Limited trading as Constant & Co of First Floor, Woburn Court, 2 Railton Road, Woburn Road Industrial Estate, Kempston, MK42 7PN (whose registered number is 07234350); and

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees.
- 2.3 No variation of these Conditions or to an Instruction or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.4 Each Instruction by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
- 2.5 The Supplier may accept or reject an Instruction at its discretion.
- 2.6 The Supplier may issue quotations to the Customer. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.

3 Price

- 3.1 The price for the Services is set out in our Instruction Form.
- 3.2 The Prices are exclusive of VAT (or equivalent sales tax). The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.3 The Prices are subject to annual review and the Supplier may increase the Prices at any time by giving the Customer not less than 15 business days' notice in writing provided that the increase does not exceed 10% of the Prices in effect immediately prior to the increase.
- 3.4 The Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.

4 Payment

- 4.1 The Supplier shall invoice the Customer for the Services at any time.
- 4.2 The Customer shall pay all invoice in full without deduction or set-off, in cleared funds within 14 days of the date of each invoice and to the bank account nominated by the Supplier.
- 4.3 Where sums due under these Conditions are not paid in full by the due date:
 - 4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at the current rate payable under the Late Payment of Commercial Debts (Interest) Act 1998, and
 - 4.3.2 interest shall accrue daily and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Performance

- 5.1 The Instruction Form, which must be completed in full, shall specify the details of the Services. The Customer shall inform the Supplier should there be any change in circumstances.
- 5.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Instruction.
- 5.3 The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
- 5.4 The Supplier shall not be liable for any delay in or failure of performance caused by:
 - 5.4.1 the Customer's failure to: (i) make the property for performance of the Services as set out in the Instruction Form available, (ii) prepare the property as required for performance of the Services or (iii) provide the Supplier with adequate instructions for performance or Force Majeure.

6 Limitation of liability

- 6.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 6.
- 6.2 Subject to clause 6.5, the Supplier's total liability shall not exceed 150% of the sum paid by the Customer under the Contract.
- 6.3 Subject to clause 6.5, the Supplier shall not be liable for consequential, indirect or special losses.

- 6.4 Subject to clause 6.5, the Supplier shall not be liable for loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) or harm to reputation or loss of goodwill (whether direct or indirect).
- 6.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 6.5.1 death or personal injury caused by negligence;
 - 6.5.2 fraud or fraudulent misrepresentation;
 - 6.5.3 any other losses which cannot be excluded or limited by applicable law;
 - 6.5.4 any losses caused by wilful misconduct.
- 6.6 The Supplier shall not be liable for any goods removed from the land/premises.

7 Confidentiality and announcements

- 7.1 Each Party shall keep confidential all Confidential Information of the Supplier and shall each only use the same as required to perform the Contract.
- 7.2 This clause shall remain in force for a period of five years after termination of the Contract.
- 7.3 Neither Party shall make any public announcement or disclose any information regarding the Contract, except to the extent as agreed or required by law or regulatory authority.
- 7.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of clause 8.1.

8 Processing of personal data

- 8.1 The parties agree that the Customer is a controller (has the same meaning given to it in Data Protection Laws) and that the Supplier is a processor (has the meaning given to it in Data Protection Laws) for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 8.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 8.3 In accordance with the Data Protection Laws, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk.
- 8.4 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the *United Kingdom* without the prior written consent of the Customer.
- 8.5 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 8 shall survive termination or expiry of the Contract.

9 Force Majeure

- 9.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 9.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

TRAVELLER EVICTIONS | SITE CLEARANCE | DIRECT ACTION | HIGH COURT ENFORCEMENT | TENT ENCAMPMENTS | PEACEFUL REPOSESSION |
PROCESS SERVING | CRAR | PROTESTORS | ROUGH SLEEPERS | FLY TRADERS | SECURITY | SITE SURVEYS

Constant & Co is the trading name for Constant & Co (Bedford) Limited which is a Company registered in England and Wales, Registration Number 07234350.
Registered Office: First Floor, Woburn Court, 2 Railton Road, Woburn Road Industrial Estate, Kempston, Beds. MK42 7PN.

9.1.2 uses best endeavours to minimise the effects of that event.

9.2 If, due to Force Majeure, a party:

9.2.1 is or shall be unable to perform a material obligation; or

9.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;

the other party may, within 30 days, terminate the Contract on immediate notice.

10 Termination

10.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

10.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

10.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

10.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or

10.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

10.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer stops carrying on all or a significant part of its business, is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case, becomes the subject of a company voluntary arrangement under the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, has a resolution passed for its winding up, has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it, is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced, has a freezing order made against it or is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items.

10.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 10, it shall immediately notify the Customer in writing.

10.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

11 Notices

11.1 Any notice given by a party under these Conditions shall be in writing and in English, be signed by, or on behalf of, the party giving it and be sent to the relevant party at the address set out in the Contract.

11.2 Notices may be given, and are deemed received by hand: on receipt of a signature at the time of delivery, by Royal Mail Recorded Signed For post: at 9.00 am on the second business day after posting or by email: on receipt of a delivery email from the correct address.

11.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 11.1 and shall be effective on the date specified in the notice as being the date of such change or if no date is so specified, 5 business days after the notice is deemed to be received.

12 Entire agreement

- 12.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

13 Set off

- 13.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 13.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

14 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Instruction, the terms of the Instruction shall prevail.

15 Third party rights

- 15.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

16 Governing law and jurisdiction

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.