

TRAVIS MORLEY ASSOCIATES LIMITED – STANDARD TERMS & CONDITIONS OF SALE

1. DEFINITIONS & INTERPRETATION

“Additional Charges” means any additional costs incurred by Travis Morley Associates Limited as a result of variations to the Product or the actions or inactions of the Customer or its agents for which Travis Morley Associates Limited will be reimbursed.

“Conditions” means Travis Morley Associates Limited’s standard terms and conditions of sale which are set out in this document.

“Contract” means these Conditions and any Special or Overriding Terms and Conditions.

“Customer” means the person, company or organisation purchasing a Product and completing registration for a User Account.

“Document” means, and includes any additions to a document, any written or electronic text, map, plan, graph, drawing or photograph, film, negative, tape or other device embodying any visual images and any disk, flash drive or other device embodying any other data.

“End-User” means the Customer.

“Input Material” means any Document or other material and any data or other information provided by the Customer to the Travis Morley Associates Limited relating to the Product and registration for a User Account.

“Key Personnel” means any consultant or contractors engaged or utilised by Travis Morley Associates Limited in relation to the Product and related services.

“MyProContract” means the online retail Shop at www.myprocontract.co.uk which makes available for treat the Products.

“Order” means an online instruction from the Customer using the prescribed payment and registration processes on the MyProContract website.

“Output Material” means any Document or other material and any data or other information provided by Travis Morley Associates Limited to the Customer relating to the Product.

“Parties” means the Customer and Travis Morley Associates Limited.

“Price” means the fee to be paid by the Customer through MyProContract to Travis Morley Associates Limited for the Product.

“Privacy Notice” means the Travis Morley Associates Limited – Privacy Notice found at www.myprocontract.co.uk/privacy-notice.

“Product” means a contract, agreement, form or other Document made available as an invitation to treat at MyProContract by Travis Morley Associates Limited.

“Shop” means the MyProContract online retail website allowing the Customer to browse, view, acquire, purchase, rate and review Products.

“Special or Overriding Terms and Conditions” means any additional terms and conditions that are in addition to and / or override these Conditions.

“Travis Morley Associates Limited” means Travis Morley Associates Limited (England & Wales Registration No. 7291896) whose registered office is 280 College Street, Nottingham, NG10 4GW.

“User Account” means the online account created at MyProContract by a Customer following the prescribed payment and registration processes.

“Website Terms & Conditions” means the Travis Morley Associates Limited – Website Terms & Conditions found at www.myprocontract.co.uk/website-terms.

“Working Days” means Monday to Friday (excluding Bank or Public Holidays).

2. SUPPLY OF PRODUCTS

2.1 Travis Morley Associates Limited shall at its discretion process delivery of the Product upon satisfactory receipt of an Order from the Customer.

2.2 Travis Morley Associates Limited shall provide the Product to the Customer in accordance with the Contract.

2.3 The Customer agrees it is the exclusive end-user.

2.4 The Customer accepts all Products are purchased under licence from Travis Morley Associates Limited.

2.5 The Customer warrants it will not distribute, share, publish, licence or sell any Products.

2.6 Travis Morley Associates Limited and the Customer must expressly agree in writing

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changes or additions to the Product or Contract.

- 2.7 Travis Morley Associates Limited does not accept any terms or conditions endorsed upon, delivered with or contained in an Order or similar from the Customer as forming any part of the Contract.
- 2.8 Travis Morley Associates Limited shall provide the Product in accordance with any prescribed specifications and processes at MyProContract and otherwise in accordance with Travis Morley Associates Limited's standard Product portfolio.
- 2.9 Travis Morley Associates Limited may correct any typographical error or other errors or omissions in any quotation, brochure, promotional literature or other Document relating to the provision of the Product without any liability to the Customer.
- 2.10 Travis Morley Associates Limited may at any time without notifying the Customer make changes to the Product which are necessary to comply with applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Product.
- 2.11 Travis Morley Associates Limited shall not be deemed to have accepted an Order until payment receipt is confirmed and a User Account created by the Customer in the prescribed manner.
- 2.12 The Customer shall be responsible to Travis Morley Associates Limited for ensuring the accuracy of the terms of any Order.
- 2.13 No Order which has been accepted by Travis Morley Associates Limited may be cancelled by the Customer except with the agreement in writing of Travis Morley Associates Limited and on terms that the Customer shall indemnify Travis Morley Associates Limited in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by Travis Morley Associates Limited as a result of cancellation.
- 2.14 The Customer shall supply Travis Morley Associates Limited with all necessary Input Materials within sufficient time to enable Travis Morley Associates Limited to provide the Product in accordance with

the Contract. The Customer shall ensure the accuracy of all Input Material.

- 2.15 The Customer shall retain duplicate copies of all Input Material.
- 2.16 Travis Morley Associates Limited accepts no liability for any loss or damage of Input Material.
- 2.17 Travis Morley Associates Limited provides Products through the MyProContract website.
- 2.18 Travis Morley Associates Limited is not a solicitor firm and does not supply any reserved legal services within the meaning of the Solicitors Act 1974 and Legal Services Act 2007.

3. GENERAL DUTIES OF TRAVIS MORLEY ASSOCIATES LIMITED

- 3.1 Travis Morley Associates Limited shall provide the Product to the Customer in a professional manner with due care and diligence to the best of its abilities.
- 3.2 Travis Morley Associates Limited accepts no liability for the use of any information or data provided.
- 3.3 Travis Morley Associates Limited shall not be restricted in providing similar Products to other third parties.
- 3.4 Travis Morley Associates Limited shall supply the Products using the Key Personnel where identified and shall have the right to nominate alternative personnel if any or all of the Key Personnel become unavailable.
- 3.5 Travis Morley Associates Limited will be strictly limited to only providing a Product.
- 3.6 Travis Morley Associates Limited is not a solicitor firm and does not supply any reserved legal services within the meaning of the Solicitors Act 1974 and Legal Services Act 2007.

4. PRICE OF PRODUCTS

- 4.1 The Price will be the amount specified for the Product as listed on the MyProContract website unless otherwise agreed in writing by Travis Morley Associates Limited.
- 4.2 The Price, unless otherwise so stated in the Contract, shall be exclusive of value

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added tax (“VAT”) which shall be payable by the Customer at the rate prevailing at the relevant tax point.

4.3 The Price, unless otherwise so stated in the Contract, shall include the related administrative costs of all Input and Output Materials.

4.4 No variation in the Price will be accepted by Travis Morley Associates Limited without its express written consent.

5. TERMS OF PAYMENT

5.1 In the event of no special payment terms being agreed in writing by Travis Morley Associates Limited, payment of the Price will be required at point of purchase following the prescribed Shop process.

5.2 The Customer may not withhold payment for any disputed amount greater than the value of rectifying the disputed element of the Product.

5.3 If payment is not successful and the Customer obtains a Product, Travis Morley Associates Limited shall after 10 working days be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after judgement) at the rate of 3% above the base rate from time to time set by the Bank of England from the due date until the outstanding amount is paid in full.

5.4 If any payment is not made within 10 working days, Travis Morley Associates Limited reserves the right to cease providing any Product or User Account service to the Customer until payment is received.

6. VARIATIONS & ADDITIONAL CHARGES

6.1 Travis Morley Associates Limited is entitled to claim Additional Charges from the Customer for any variation requested by the Customer that results in additional costs being incurred by Travis Morley Associates Limited.

6.2 All additional charges are exclusive of VAT, subject to Clause 4.2 above, for which the Customer shall be additionally liable.

6.3 All Additional Charges shall be paid in accordance with Clause 5 above and without application of any set-off or other deduction.

6.4 No variations to the Contract shall be made or binding unless agreed in writing by the Parties.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All background intellectual property shall belong to the party who created it.

7.2 All Input Material originating from the Customer shall belong to the Customer.

7.3 All foreground intellectual property shall belong to Travis Morley Associates Limited subject only to the right of the Customer to use that intellectual property for the purpose of utilising the Product by way of non-exclusive licence subject only to payment in full of all sums payable under the Contract unless otherwise agreed in writing between the Parties.

7.4 All Output Material shall, unless otherwise agreed in writing between the Customer and Travis Morley Associates Limited, belong to Travis Morley Associates Limited subject only to the right of the Customer to use the Output Material for the purposes of utilising the Product by way of non-exclusive licence subject only to payment in full for all sums payable under the Contract.

7.5 All Input Material or other information provided by the Customer which is so designated by the Customer shall be kept confidential by Travis Morley Associates Limited, and all Output Material or other information provided by Travis Morley Associates Limited shall be kept confidential by the Customer, except that the foregoing shall not apply to any Documents or other materials, data or other information which were public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

7.6 The Customer warrants that any Input Material and its use by Travis Morley Associates Limited for the purpose of providing the Product will not infringe the copyright or other rights of any third party and the Customer shall indemnify Travis Morley Associates Limited against any loss, damages, costs, expenses or other claims arising from any such infringement.

7.7 Subject to Clause 7.6 above, Travis Morley Associates Limited warrants that any

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Output Material and its use by the Customer for the purposes of utilising the Product will not infringe the copyright or other rights of any third party and Travis Morley Associates Limited shall indemnify the Customer against any loss, damages, costs, expenses or other claims arising from such an infringement.

8. FORCE MAJEURE

- 8.1 If either of the Parties are affected by force majeure it shall forthwith inform the other party in writing of the matters constituting force majeure and shall keep the other party fully informed of the continuance and of any change of circumstances whilst such force majeure continues.
- 8.2 Travis Morley Associates Limited shall not be liable for any breach of its obligations resulting from a cause beyond its control including but not limited to fire, strikes, insurrection, riots, embargoes, shortage of materials, delays in transportation, requirements of civil or military authority, war, civil unrest or terrorist action. If a default due to any of these matters shall continue for 60 days, Travis Morley Associates Limited shall have the right to terminate the Contract without liability to the Customer by serving written notice on the Customer.
- 8.3 A force majeure, subject to Clause 11, shall not entitle the Customer to terminate this Contract and neither of the Parties shall be in breach of this Contract nor otherwise liable to the other party, by reason of any delay in performance or non-performance of any of its obligations due to force majeure.

9. WARRANTIES & LIABILITY

- 9.1 Travis Morley Associates Limited warrants to the Customer that the Product will be provided using reasonable care and skill and, as far as reasonably possible.
- 9.2 Where in connection with the provision of the Product, Travis Morley Associates Limited supplies any goods or services supplied by a third-party Travis Morley Associates Limited does not give any warranty, guarantee or other term as to the quality of fitness for purpose or otherwise but shall where possible assign to the Customer the benefit of any warranty, guarantee or indemnity given

by the person supplying the goods to Travis Morley Associates Limited.

- 9.3 A claim by the Customer for any breach by Travis Morley Associates Limited of the Contract or these Conditions (including the warranty contained in Clause 9.1 above) must be notified to Travis Morley Associates Limited within 30 days of the supply of the Product. If the Customer does not notify Travis Morley Associates Limited accordingly the Customer will be deemed to have accepted the Product and Travis Morley Associates Limited shall have no liability in relation to the Product and the Customer shall be bound to pay the Price in full. Where the Customer has made a valid claim, Travis Morley Associates Limited will at its sole discretion to either re-perform (including amending or redrafting) the part of the Product which does not comply with the Contract or refund the Customer of such amount of the Price as is reasonable on a quantum merit basis.
- 9.4 Travis Morley Associates Limited shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault of the Customer.
- 9.5 Except in respect of death or personal injury caused by Travis Morley Associates Limited negligence or as expressly provided in these Conditions, Travis Morley Associates Limited shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or duty at common law, or under the express terms of the Contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of Travis Morley Associates Limited, its servants or agents) which arise out of or in connection with the provision of the Product or its use by the Customer, and the entire liability of Travis Morley Associates Limited under or in connection with the Contract shall not exceed the amount of Travis Morley Associates Limited's charges for the provision of the Product except as expressly provided in these Conditions.

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9.6 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.7 All dates, where given, for delivery of the Product are approximate. Travis Morley Associates Limited shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of delay in performing, or any failure to perform, any of Travis Morley Associates Limited's obligations in relation to the Product. Unless stated in the Special or Overriding Terms and Conditions time of delivery of the Product shall not be of the essence of the Contract.

10. CONFIDENTIALITY

10.1 The Customer shall keep in strictest confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Travis Morley Associates Limited or its agents and any other confidential information concerning Travis Morley Associates Limited's business or its other products which the Customer may obtain and the Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to Travis Morley Associates Limited and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Customer.

11. TERMINATION

11.1 Either of the Parties may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and if capable of remedy fails to remedy the breach within 30 calendar days after being required by written notice to do so, or if the other goes into administration, administrative receivership, receivership, voluntary arrangement or liquidation or in case of an individual or firm becomes bankrupt, makes a voluntary arrangement with his or her or its creditors or has a receiver or administrator appointed.

11.2 The cost of all and any work completed by Travis Morley Associates Limited up to the

date of termination and any costs incurred by Travis Morley Associates Limited as a result of a cancellation by the Customer under Clause 11.1 above will be payable by the Customer to Travis Morley Associates Limited.

12. DATA PROTECTION ACT 2018

12.1 Travis Morley Associates Limited is registered with the Information Commissioners Office (no. Z2646930) and will only use any personal information made available to it for the purpose providing the Product to the Customer.

12.2 Travis Morley Associates Limited is committed to transparency on the processing of personal information (including sensitive personal information) and the enabling of informed decisions by the Customer on how it may control use of such personal information (including sensitive personal information).

12.3 Travis Morley Associates Limited will present its Privacy Notice to the Customer with the Contract.

13. JURISDICTION

13.1 The construction, validity and performance of the Contract and these terms and conditions shall be governed in accordance with the Laws of England & Wales.

14. GENERAL

14.1 These Conditions (together with the terms, if any, set out in the Special or Overriding Terms and Conditions) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.2 Any notice required or permitted to be given by either of the Parties to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this clause to the party giving notice.

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14.3 No failure or delay by either of the Parties in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either of the Parties of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any clause of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other clauses of the Conditions and the remainder of the clause in question shall not be affected.