

## General Terms and Conditions

### 1.0 DEFINITIONS

In these Terms and Conditions the following words have the following meaning unless the context requires otherwise.

“**Client**” means any individual, firm or corporate body whose order for products and/or services is accepted by the Company;

“**Contract**” means any contract or purchase order between the Company and the Client;

“**Confidential Information**” means information which is not generally known to the public and is, or should be, reasonably understood to be confidential or proprietary to the disclosing party, including without limitation information which it may be necessary or appropriate for a party to disclose to any other and will include any financial, technical, operational or business information, in whatever form, which the disclosing party considers proprietary relating to its business dealings;

“**Company**” means Ramora Global Ltd trading as Ramora UK or any third parties that may be engaged by the Company to fulfil the order;

“**Liability**” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities including but not limited to any claims under an indemnity;

“**Order**” means the same as Contract;

“**Out-of-Hours Call-Out**” means Company Works provided outside the normal working hours of 09:00 – 17:00 Monday – Friday and on public holidays;

“**Services**” means all services and products which are provided to the Client by the Company

“**Works**” means the same as Services.

### 2.0 APPLICATION

2.1 These Terms and Conditions shall govern the Contract between the Company and the Client.

2.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly agreed otherwise by the Company in writing.

### 3.0 CONTRACTS AND ORDERS

3.1 Prior to the commencement of any Works, the Company shall submit to the Client a proposal document/quote which shall specify the Services to be supplied.

3.2 The Client shall notify the Company immediately if the Client does not agree with the contents of the proposal document/quote.

3.3 The proposal document/quote issued by the Company shall remain valid for a period of 28 days unless specified within the proposal document/quote, however, may be withdrawn by the Company at any time during this period by oral or written notice.

3.4 The proposal document/quote is not binding unless an Order is received by the Client and accepted by the Company.

3.5 All proposal documents/quotes are subject to these Terms and Conditions.

3.6 The Contract between the Company and the Client shall come into effect on the Company’s acceptance of the Client’s Order.

### 4.0 ACCEPTANCE AND DELIVERY

4.1 The Company shall not be obliged to accept an Order if the Client fails to place an Order within 28 days from the date of the proposal document/quote, if not

otherwise specified within the proposal document or quote.

4.2 The Company shall use all reasonable endeavours to complete its obligations under the Order by any prior agreed dates and times for commencement and completion of Works; however time shall not be of the essence.

4.3 Prior agreed dates and times for commencement and completion of Works are subject to variation if it emerges that not all information has been provided and/or there is a change in the requirements.

4.4 The Client shall allow sufficient access to the Company’s employees, subcontractors and/or agents to allow them to carry out the Services.

4.5 A reactive Out-of-Hours Call-Out is only provided where there is an immediate risk to public safety or property.

### 5.0 AMENDMENTS/VARIATIONS

5.1 If the Client wishes to vary any details of the Contract they must notify the Company in writing as soon as possible. The Company will endeavour to make any required changes and will notify in writing accordingly, additional costs thereby incurred shall be invoiced to the Client.

5.2 If, due to circumstances beyond the Company’s control, it has to make any change in the arrangements relating to the provision of the Services the Company shall notify the Client immediately. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

5.3 The Company reserve the right to revise and amend these Terms and Conditions at any time without prior notice and such revision shall be effective immediately upon the posting of the revised Terms and Conditions on our website.

### 6.0 PRICE AND PAYMENT

6.1 Prices for the supply Services shall be provided in writing by the Company prior to the commencement of any Works.

6.2 Prices are subject to variation if, after the Works have commenced, it emerges that not all information has been provided and/or there is a change in the requirements.

6.3 Expenses incurred by the Company, including travel and subsistence, and goods and services purchased in relation to the Client’s Order may be recharged to the Client and is subject to an additional 10% administration charge.

6.4 A reactive Out-of-Hours Call-out may be subject to additional surcharges.

6.5 In the case of an individual, therefore not a firm or corporate body, placing an Order in relation to training services, a 10% deposit will be required. This payment should be made at the time of placing the Order and is non-refundable.

6.6 The Company shall invoice the Client and the invoiced amount should be payable in accordance with the payment terms stated on the invoice, unless otherwise agreed in writing.

6.7 The Client shall pay all sums due to the Company under the Contract without any set-off, deduction or withholding of monies unless otherwise agreed, in writing, by the Company.

- 6.8 If payment in full is not made to the Company when due then the Company may withhold or suspend future or current delivery of Services under any other Contract with the Client.
- 6.9 Items are disposed of as part of a rolling programme therefore final date of destruction should not delay payment of invoice.
- 6.10 The Company will exercise its statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if payment is not made according to the agreed payment terms.
- 6.11 Payments made by credit card will be subject to a 2% handling fee (inclusive of VAT).
- 7.0 CANCELLATION/POSTPONEMENT**
- 7.1 With the exception of postponement due to bad weather, cancellation/postponement fees shall apply if an Order is cancelled/postponed after it has been placed.
- 7.2 No refund will be issued for Orders placed in relation to training services if the Order is cancelled/postponed within 28 days of the commencement of the training.
- 7.3 For Orders in relation to Services, excluding training, where cancellation/postponement is made within 14 days of commencement, mobilisation fees will be incurred and charged to the Client.
- 7.4 For Orders in relation to Services, excluding training, where cancellation/postponement is made within 7 days of commencement, mobilisation fees and 1 days labour cost/rate (as outlined in provided proposal document/quote or pro rata for when proposal/quote provides lump sum prices) will be incurred and charged to the Client.
- 8.0 TERMINATION**
- 8.1 Both the Company and the Client may terminate the Contract by written notice, at any time, without penalty, though if this occurs, whether at the Company's request or the Client's, before the Contract has been completed, the Company shall be entitled to charge for Works completed to the date of termination.
- 8.2 The Company can temporarily suspend or dissolve the Contract should the Client not correctly comply with these Terms and Conditions. Under such circumstances, the Client has no right to any compensation and/or reimbursement of payments already made.
- 8.3 The Company can dissolve the Contract, this either in part or in its entirety, with immediate effect and without further notice of default or judicial intervention without the Client having any right to compensation and/or reimbursement of payments already made should the Client cease business activities, become insolvent or has a liquidator, receiver, manager or administrative receiver appointed.
- 9.0 SUBCONTRACTING**
- 9.1 The Company may subcontract the performance of any its obligations under the Contract without prior consent of the Client. The Company shall not be responsible for any act or omission of the subcontractor unless otherwise agreed in writing.
- 10.0 COMPLAINTS/QUALITY ASSURANCE**
- 10.1 Any complaints about Works carried out by the Company should be made as soon as possible so that

- remedial actions can be discussed. In all cases any complaints must be made in writing within 28 days of the issue arising.
- 10.2 All complaints or feedback should be directed to the Company's Quality Assurance Section at either [quality@ramorauk.com](mailto:quality@ramorauk.com) or 0845 4608911.
- 11.0 LIMITATION OF LIABILITY**
- 11.1 The Company shall have no Liability to the Client for any business interruption, loss of business, loss of profits or for any other indirect or consequential loss or damage whatsoever.
- 11.2 In the event of death or personal injury due to negligence by the Company there shall be no limit to the Liability claim.
- 12.0 INTELLECTUAL PROPERTY RIGHTS**
- 12.1 All intellectual property rights produced from, or arising as a result of, the performance of any Services, so far as not already vested, become the absolute property of the Company.
- 12.2 The Client shall do all that is reasonably necessary to ensure that such rights vested in the Company are protected by the execution of appropriate instruments or the making of agreements with third parties.
- 13.0 COPYRIGHT**
- 13.1 All Company material in written, spoken or recorded electronic form is the copyright of the Company.
- 13.2 The Company shall retain copyright on all training materials supplied by the Company.
- 14.0 CONFIDENTIALITY**
- 14.1 Both the Company and the Client agree with one another that it will keep all Confidential Information and will not disclose or use such information except where such information is public knowledge or is to be required to be disclosed by law.
- 15.0 FORCE MAJEURE**
- 15.1 Neither party shall be liable for any delay or failure to fulfil its obligations if the delay or failure results from events or circumstances outside its reasonable control including, but not limited to, acts of God, strikes, lockouts, accidents, war, fire, government action, acts of terrorism, power failure, the delay or failure in manufacture production or supply by third parties of equipment or services. The Company shall be entitled to a reasonable extension of its obligations after notifying the Client of the nature and extent of such events.
- 16.0 LAW AND JURISDICTION**
- 16.1 These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between the Company and the Client relating to these Terms and Conditions or the Contract shall fall within the jurisdiction of the courts of England and Wales.
- 17.0 PR**
- 17.1 The Company may publish project information (not deemed as confidential) on any media outlet unless otherwise agreed in writing.