

# The Living Forest Limited

## Standard Terms and Conditions of Business 2023

### 1. Agreement

These standard terms and conditions of business together with the proposal made by The Living Forest Ltd ( hereafter known as TLF) as accepted by the Client comprise the entire agreement between the parties.

### 2. The Services

TLF warrants it shall carry out the Services in a professional manner and with reasonable skill and care. TLF shall use endeavours to adhere to any programme agreed for the Services but, shall incur no liability for any failure to do so.

Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by TLF shall be subject to correction without any liability on the part of TLF.

In undertaking the Services, TLF agrees to comply with all site health and safety, and other reasonable requirements of the Client and will undertake the Services in compliance with all applicable laws.

### 3. Responsibilities of the Client

The Client shall supply to TLF, promptly and free of charge, all information and documents necessary and reasonably required to enable them to provide the Services. TLF will not be liable for any loss or damage arising from reliance of any information or materials supplied by the Client or from any inaccuracy or other defect in any information or materials supplied by the Client.

### 4. General Data Protection Regulation (GDPR)

TLF is committed to ensuring that the privacy of the Client is protected, in accordance with GDPR.

To enable TLF to establish and fulfil a contract or agreement with the Client and provide the Services, TLF will need to retain the personal information supplied by the Client.

By accepting the quotation and/or entering into a formal agreement or contract with TLF, the Client agrees to TLF processing and retaining the Client's personal information for a reasonable period, in accordance with TLF's Privacy Notice.

The Client's personal information will only be processed and retained for the provision of the services and will not be passed on to any third parties for marketing purposes.

The Client may request of copy of TLF's Privacy Notice by emailing to [info@thelivingforest.co.uk](mailto:info@thelivingforest.co.uk).

### 5. Site Visits

The Client must inform TLF, prior to any site visit, of any hazards of which the Client is aware at the site. Otherwise the Client shall be entitled to assume that there are no undue risks to health and safety on the site.

The Client shall ensure that TLF will have full and uninterrupted access to all areas during the site survey with any arrangements to access third party property being completed by the Client, prior to TLF's visit. Any areas that are deemed inaccessible or access is denied or which present a risk to health and safety will be excluded from the survey and annotated in TLF's report/plans accordingly.

### 6. Estimates of Costs

If TLF provides any indication of the cost of the Services, such indication shall not constitute the offer for the Services, except in the case of the written proposal.

TLF reserves the right, by giving notice to the Client at any time before performance of the Services, to increase the price of the Services to reflect any increase in the cost to the Client which is due to any change in the specifications for the Services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to provide adequate information or instructions.

### 7. Payment

The Client will pay TLF for the Services.

Payment for each amount invoiced becomes due when the Client receives TLF's invoice.

Payment shall be made within 14 days of the due date.

If the Client does not pay any amount due to TLF by such final date then TLF may charge and recover interest from the Client at a rate equivalent to 10% per annum above the official dealing rate of the Bank of England and suspend performance of the Services until payment is received. In the event of

legal action being taken by TLF against the Client for breach of payment obligations, the Client shall be responsible for all costs and disbursements on a full indemnity basis.

### **8. Liability & Claims**

Except for death or personal injury due to negligence of TLF, in no event shall any breach of contract or tort (including negligence) or failure of any kind on the part of TLF give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever even if TLF has been advised of the possibility of such losses.

TLF shall not be liable for any oral advice given. Reference must always be made to TLF's written report. In no circumstances can TLF be liable where the Client has not heeded TLF's written advice. All claims must be made in writing within 28 days of the occurrence of the event giving rise to a claim. TLF shall always be afforded a reasonable opportunity to correct a default before being in breach of its obligations. TLF shall not be liable in respect of any claim unless these requirements have been complied with except in any particular case where the Client proves that it was not possible to comply and the claim made as soon as reasonably possible thereafter.

Subject to the above, TLF's entire liability shall not exceed the price of the fee of which the claim has arisen in respect of any one claim. A number of defaults which together result in or contribute to the same loss or damage shall be treated as one claim.

Except as expressly stated herein, all conditions warranties representations and undertakings, express or implied, statutory or otherwise are excluded.

The Client shall be liable to pay to TLF, on demand, all reasonable costs, charges or losses sustained or incurred by TLF (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these conditions, subject to TLF confirming such costs, charges and losses to the Client in writing.

### **9. Documents**

Provided that the Client has paid all sums due to TLF, the Client is entitled to receive a copy of only the final product of the Services by email. Additional hard copies of any report prepared on behalf of the Client can be supplied at a cost of £20.00 (plus postage).

All documents prepared for the Client by TLF shall be owned by TLF. TLF licenses all such rights to the Client free of charge and on a non-exclusive basis to such extent as is necessary to enable the Client to make reasonable use of the documents for the purpose for which it was prepared. If TLF terminates this Agreement due to breach by the Client this licence will automatically terminate.

### **10. Termination**

The agreement may be terminated by either party at any time by giving no less than 14 days written notice. In the event that such termination arises, the Client will pay TLF for all Services provided up to the termination and all costs necessarily incurred as a result of the early termination of the Services.

### **10. Force Majeure**

TLF shall not be liable for non-performance in whole or in part of its obligations if such non-performance is due to acts of God, war, insurrection, government regulations, embargoes, strikes, labour disputes, illness, fire, seriously adverse weather conditions, tempest, the Royal Mail or other postal service or any other cause beyond the control of TLF.

### **11. Law**

The law of England and Wales shall govern this Agreement and the Client hereby submits to the exclusive jurisdiction of the English courts.