



Terms and Conditions of Sale

This document sets out the Terms and Conditions of Sale ("Terms") for the provision of services (the "Services") by Velway Limited 11789516 (the "Seller") to the client (the "Buyer") as per the accompanying quotation. By accepting the quotation, the Buyer agrees to be bound by these Terms.

1. Definitions

1.1 "Seller" refers to Velway Limited, a company registered at Unit 7 / 8 The Walled Garden, Nostell Business Park, Nostell, Wakefield, WF4 1AB, offering the Services.

1.2 "Buyer" refers to the individual, company, or entity purchasing the Services, as identified in the quotation.

1.3 "Quotation" refers to the written offer provided by the Seller to the Buyer, detailing the scope of works, pricing, and other relevant details.

1.4 "Services" refer to the works and tasks described in the Scope of Works within the Quotation.

1.5 "Scope of Works" refers to the detailed description of the Services provided within the Quotation.

2. Validity of Quotation

2.1 The Quotation is valid for a period of thirty (30) calendar days from the date it is issued, unless otherwise stated in writing by the Seller.

2.2 After the validity period, the Seller reserves the right to amend the terms, pricing, or availability of the Services.

2.3 Acceptance of the Quotation must be provided in writing within the validity period.

3. Acceptance of Quotation

3.1 The Buyer's acceptance of the Quotation constitutes a binding agreement and must be communicated in writing (via email or other agreed method).

3.2 Any alterations or additions to the Scope of Works requested after acceptance of the Quotation will require a separate agreement and may result in additional charges.

3.3 By accepting the Quotation, the Buyer confirms they have the authority to engage the Seller and approve the described works.

4. Payment Terms

4.1 All invoices issued by the Seller must be paid by the Buyer within thirty (30) days from the invoice date.

4.2 Payments must be made in full and without any deductions, set-offs, or counterclaims, unless expressly agreed in writing by the Seller.

4.3 In the event of late payment, the Seller reserves the right to:

- a) Suspend or cease work until payment is received;
 - b) Charge interest on overdue payments at a rate of [4%] above the Bank of England's base rate, calculated daily from the due date until payment is made;
 - c) Recover all legal and administrative costs incurred in pursuing overdue payments.
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5. Performance of Services

5.1 The Seller agrees to perform the Services as described in the Scope of Works with reasonable skill and care.

5.2 The Seller shall not be liable for delays or failure to perform the Services due to circumstances beyond its reasonable control, including but not limited to acts of God, adverse weather, strikes, shortages of materials, war, terrorism, epidemics, pandemics, or governmental actions ("Force Majeure").

5.3 In the event of Force Majeure, the Seller shall notify the Buyer as soon as reasonably practicable and shall be entitled to an extension of time for the performance of the Services equal to the duration of the Force Majeure event. The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of such delays.

5.4 Any timelines provided for the completion of Services are estimates only and not binding unless expressly stated otherwise in writing.

6. Buyer Obligations

6.1 The Buyer must provide the Seller with access to the relevant premises and any necessary information or approvals required for the performance of the Services.

6.2 The Buyer shall ensure that the premises are safe for the Seller's personnel and free from hazardous materials, unless otherwise agreed.

6.3 The Buyer shall notify the Seller of any specific site requirements or restrictions prior to the commencement of the Services.

6.4 Any materials delivered to the Buyer's site prior to the commencement of works must be stored safely and securely by the Buyer. The Buyer accepts full responsibility for the care, storage, and security of such materials once delivered. The Seller shall not be liable for any loss, theft, or damage to materials stored on-site unless caused directly by the Seller's personnel.

6.5 Where the Buyer has prepared the specification or design for the Goods, Services, and/or Fixed Items, the Buyer is solely responsible for the accuracy and completeness of such specifications or designs. The Seller shall not be liable for any defects, delays, or additional costs arising from inaccuracies or omissions in the Buyer's specifications or designs

7. Limitation of Liability

7.1 The Seller's total liability for any claims, whether in contract, tort (including negligence), or otherwise arising out of or in connection with the Services, shall be limited to the total amount paid by the Buyer for the Services under the Quotation.

7.2 The Seller shall not be liable for any indirect, consequential, or incidental losses, including but not limited to loss of profits, business interruption, or loss of data.

7.3 The Seller shall not be held liable for any defects or delays caused by incorrect or incomplete information provided by the Buyer.

7.4 Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded or limited under applicable law.

8. Fire Safety Liability Limitation Clause

8.1 The liability of the Seller for any claims, demands, liabilities, losses, costs, or expenses arising from or in connection with cladding claims and/or fire safety claims shall be strictly limited to the extent of indemnity provided under the Professional Indemnity Insurance Policy in force at the time a claim is made.

8.2 Under no circumstances shall the Seller be liable for any amount exceeding the applicable limit of indemnity specified in the insurance policy. Any liability beyond this limit is expressly excluded.

8.3 The Seller shall not be responsible for any indirect, consequential, or special losses, including, but not limited to:

- 1) Loss of profits, revenue, or anticipated savings
- 2) Loss of use, rent, production, or business opportunity
- 3) Loss of contracts or reputational damage
- 4) Liquidated damages, penalties, or fines
- 5) Bodily injury, except to the extent covered by the indemnity
- 6) Costs associated with decamping, rehousing, or fire safety patrols

8.4 This limitation of liability applies to all contracts, agreements, and engagements entered by the Seller unless expressly agreed otherwise in writing by a director of the Seller.

9. Cancellation and Termination

9.1 The Buyer may cancel the Services prior to their commencement by providing written notice to the Seller. The Seller reserves the right to charge for any costs incurred up to the date of cancellation, including administrative and preparatory expenses.

9.2 The Seller may terminate the agreement with immediate effect if the Buyer:

- a) Fails to make payment when due;
- b) Commits a material breach of these Terms; or
- c) Becomes insolvent or enters into bankruptcy.

9.3 Upon termination, the Buyer shall immediately pay all outstanding amounts owed to the Seller for Services performed up to the termination date.

10. Confidentiality

10.1 Both parties agree to keep confidential any information exchanged during the provision of Services, except where disclosure is required by law or with prior written consent of the other party.

11. Governing Law and Jurisdiction

11.1 These Terms and any agreement between the Seller and Buyer shall be governed by and construed in accordance with the laws of England

11.2 Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of England.

12. Intellectual Property

12.1 All intellectual property rights in the Services and any materials created or provided by the Seller in connection with the Services shall remain the sole and exclusive property of the Seller.

12.2 The Buyer shall not copy, reproduce, modify, distribute, or otherwise use any such intellectual property without the express written consent of the Seller.

12.3 If the Services involve the use of any intellectual property owned by the Buyer, the Buyer grants the Seller a non-exclusive, royalty-free license to use such intellectual property for the purpose of performing the Services.

13. Dispute Resolution

13.1 Any dispute arising out of or in connection with these Terms or the Services shall be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

13.2 If the parties are unable to resolve the dispute through mediation within 30 days, either party may commence legal proceedings.

14. General

14.1 No variation or amendment to these Terms shall be valid unless agreed in writing by both the Seller and the Buyer.

14.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.3 The Seller reserves the right to update these Terms from time to time. Updated versions will be communicated via the website link included on all quotations and will apply to future agreements.

Contact Information

For any queries or concerns regarding these Terms or the Services, please contact:

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