

Terms of Business – G&L Consultancy Limited
(Management Plan)

DEFINITIONS

We, us, or our is a reference to G&L Consultancy Limited, Unit 5a Castle Road, Chelston Business Park, Wellington, Somerset, TA21 9JQ, registered under company number 03687929.

You or your is a reference to the individual, company or organisation paying for the Services under the terms of the Contract.

“Contract”

Contract means the agreement for the provision of Services made between the Client and G&L, subject to these Terms, pursuant to our Quotation.

“Property”

Means buildings, land or materials owned by the Client and relevant to the provision of Services.

“Quotation”

Means our quote to you for the provision of Services.

“Service Level Agreement”

Means an agreement covering the provision of services over a period of time across various sites.

“Services”

Means the Services to be provided by G&L under the Contract

“Terms”

Means the standard terms and conditions of sale as set out in this document, as well as any special conditions expressly agreed in writing between a Director or authorised employee or representative of G&L and the Client.

1. Terms of payment

- 1.1. Invoices must be settled by the due date stated on the invoice. Any amendments to these payment terms must be agreed in writing in advance.
- 1.2. We reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 if our invoice is not paid according to our payment terms set out in 1.1.
- 1.3. Any bank charges associated with international payments must be settled by you.
- 1.4. Any discounts to be applied to our invoice (including MCD) must be agreed in writing prior to the commencement of work.

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2. Complaints procedure

- 2.1 All complaints must be submitted in writing to the Quality Manager. All complaints will be fully investigated in line with our internal quality procedures.

2. Severance

- 3.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 3.2 If any provision or part-provision of this agreement is deemed deleted under Clause 3.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

3. Governing law and jurisdiction

- 4.1 Subject to 4.3, this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 4.2 Subject to 4.4, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 4.3 For services provided in Northern Ireland or Southern Ireland, this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.
- 4.4 For services provided in Northern Ireland or Southern Ireland, each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.