

Navitas Energy Assessment Solutions Limited

Standard Terms of Business

1) Interpretation

In these terms and conditions (these “**terms**”) the following expressions shall be given the following meanings (unless the context otherwise requires). The headings in these terms and conditions are for convenience only and shall not affect their interpretation:-

“**client**” - means the company or an individual, being the company or individual stated in the order confirmation.

“**consultants**” - means employees, energy assessors, independent consultants and/or associates engaged by Navitas for the performance of the services.

“**contract**” - means the contract for the provision of the services which will usually be in the form of a letter from Navitas to the client in which case the terms set out in the letter shall be the terms of the contract unless specific objection in writing is made by the client.

“**instruction**” - means the order received for the provision of the energy assessment.

“**charges**” - means the charges for the services agreed between Navitas and the client which will either be an hourly rate for the hours worked or a fixed charge based on an estimate of the number of hours of work likely to be involved.

“**employees**” - means a Navitas employee, agents and substitutes where appropriate.

“**services**” - means the consultancy services to be provided by Navitas to the client.

“**writing**” - includes email, facsimile transmission and other comparable means of communication.

2) Conditions of Sale

- 2.1 These terms shall govern the sale and purchase of the services between Navitas and the client. Any changes or addition to these terms or those details must be agreed in writing between the client and Navitas.
- 2.2 The instruction placed by the client is an offer to purchase the services from Navitas.
- 2.3 The instruction is subject to the client's right of cancellation (see clause 3 below).
- 2.4 Navitas may change these terms without notice to the client in relation to the provision of future services.

3) Right of cancellation

- 3.1 Subject always to the following provisions of this clause 3, the client has the right to cancel the instruction at any time prior to the date of assessment.
- 3.2 In the event that the client cancels the instruction he shall be liable to a charge for the work actually carried out (if being charged on an hourly basis) or to a proportion of any fixed fee depending on the stage reached on the assignment.
- 3.3 To exercise the right of cancellation, the client must give written notice to Navitas by hand, post, fax or e-mail at the Navitas address, fax numbers, and e-mail address shown on the website and order confirmation.
- 3.4 Once the client has notified Navitas the client is cancelling the instruction, provided that clause 3.2 does not apply, Navitas shall within 30 days refund or re-credit to the client any sum that has been paid by the client or debited from the client's credit card for the services and which is no longer due from the client.

4) Supply of the services

- 4.1 Details of the services are set out on the website and in the contract.
- 4.2 Navitas will at all times notify the client, prior to undertaking a survey, if there is a potential conflict of interest arising out of the instruction.
- 4.3 Navitas hold Professional Indemnity and Public Liability Insurance as per the requirements laid down for Energy Assessors.
- 4.4 It is the client's responsibility to provide Navitas, in sufficient time, with any information and instructions relating to the services that is or are necessary to enable Navitas to provide the services in accordance with the contract.
- 4.5 If the client fails to do so, or provides Navitas with incomplete, incorrect or inaccurate information or instructions, Navitas reserves the right to cancel the contract by giving written notice to the client or make an additional charge of a reasonable sum to cover any extra work that is required.
- 4.6 If the services requested by the client are not available for any reason beyond Navitas' reasonable control, Navitas will promptly notify the client in writing and endeavour to provide an alternative service which is reasonably acceptable to the client, but if it is not able to do so Navitas shall be entitled to cancel the contract, in which case Navitas will promptly notify the client in writing and refund or re-credit to the client any sum that has been paid by the client or debited from the client's credit card for the services.
- 4.10 The client acknowledges and agrees that Navitas shall be entitled to:-
 - 4.10.1 Use the services of the employees and/or the consultants in the performance of the services; and
 - 4.10.2 Make any changes to the services (at any time without notifying the client) which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the services;

- 4.10.3 Exercise control as to the method of the performance of the services; and
- 4.10.4 Use such facilities as Navitas and/or the consultants deem necessary to carry out the performance of the services.

5) Charges

- 5.1 The charges for the services will be agreed prior to the use of service and are exclusive of any applicable value added tax (vat).
- 5.3 Payment of the charges is due upon presentation of an invoice.
- 5.4 If payment is not made on the due date, Navitas shall without prejudice to any other right or remedy available to it, be entitled to charge interest on the unpaid balance of the charges at 2% per month.

6) Termination

- 6.1 The contract will commence on the date specified in the contract and subject to clause 4.4 the services shall be performed as set out in the contract.
- 6.2 Either party may, without limiting any other right, terminate the contract by giving written notice to the other party if:
 - 6.2.1 If the other party breaches any provision of this agreement and fails to remedy the breach within 7 days after receipt of a notice giving details of the breach and requiring it to be remedied; or
 - 6.2.2 The other party becomes bankrupt, goes into liquidation or administration, makes any arrangement or composition with his or its creditors, or a receiver or administrative receiver is appointed over any of the assets of the other party.
- 6.3 A delay by either party in acting on a breach of this agreement will not be regarded as a waiver of the breach. If either party waives a breach of the contract by the other, the waiver is limited to the particular breach.
- 6.4 Termination of the contract will not affect either party's outstanding rights or duties, including Navitas' right to recover any money owing to it under these terms.

7) Warranty and Liability

- 7.1 Navitas warrants to the client that the services will be provided using reasonable care and skills.
- 7.2 Navitas shall have no liability to the client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by and/or on behalf of the client which are incomplete, incorrect or inaccurate.
- 7.3 Navitas shall not be liable to the client for any unforeseeable loss or damages arising from the provision (or non-provision) of the services, including loss of profit or consequential loss or damage.
- 7.4 Navitas shall not be liable to the client by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the services, if the delay or failure was due to an act of nature, war, terrorism, power failure, or any other cause beyond Navitas' reasonable control.
- 7.5 To enable Navitas to deal with any complaint that may arise relating to the services, the client must provide full details of any complaint within 7 days of the supply of the relevant services.
- 7.6 Nothing in these terms affects any liability for death or personal injury caused by Navitas' negligence or for fraudulent misrepresentation, or the client's statutory rights.
- 7.7 In respect of any claim against Navitas for negligence, Navitas' liability shall be limited to the maximum indemnity limit of Navitas' professional negligence indemnity policy currently in force (current limit £1000000.00)

8) Data protection

- 8.1 Navitas will only use any personal information provided by the client for the purpose of providing the services, or for informing the client of the availability of similar services, unless the client agrees otherwise.
- 8.2 The client can correct any information, or ask for information about the client to be deleted, by giving written notice to Navitas at the address, fax number or email address shown on the website.

9) General

- 9.1 Navitas may assign or sub-contract the contract if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the contract is not transferable by either party.
- 9.2 Nothing in the contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.3 Navitas will at all times ensure Safety and Security are maintained for themselves and others.
- 9.4 These terms and the contract will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.