Metcor Terms & Conditions for the Supply of Services

[Updated May 2026]

1. INTERPRETATION & DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these Conditions.

Agreement" shall mean the agreement made between the Contractor and the Customer for the supply of Services in accordance with these Conditions.

"**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Charges**" shall mean the price for the Services described in the Quotation (or, in the absence of a Quotation, the Work Order) or otherwise shall be calculated on a time and materials basis at the Contractor's standard rates from time to time.

"**Conditions**" these terms and conditions as amended from time to time in accordance with clause 6.

"**Contractor**" means Metcor Group Limited (English registration number 02447811) which will be the provider of the Services.

"**Customer**" refers to the person or firm who purchases Services from the Contractor.

"**Employment Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

"**Event of Force Majeure**" shall mean any event outside a party's reasonable control, including war, natural disaster, flood, severe weather conditions or natural events, terrorism, hostilities or civil disorder, industrial action, equipment breakdown or malfunction, pandemic or epidemic or any government mandated action, third party default or power or other utility failure.

"**Group Company**" shall mean, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (where **holding company** and **subsidiary** have the meanings given in section 1159 of the Companies Act 2006).

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Quotation**" means the Contractor's quotation setting out the Services and associated Charges.

"**Services**" means those environmental, pumps, electrical or other services to be provided by the Contractor to the Customer under the Agreement, as set out in the Contractor's Quotation, or in the absence of a quotation, the Work Order.

"**Site**" means a location at which the Services are to be provided, as set out on the Contractor's Quotation, or in the absence of a Quotation, in the Work Order.

"**Specification**" the description or specification of the Services provided in writing by the Contractor to the Customer.

"**Work Order**" means the Customer's written instruction to proceed with the Contractor's Quotation or the Customer's purchase order for the Services, as the case may be.

1.2 A reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.3 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes email but not fax.

2. TERM

2.1 The Work Order constitutes an offer by the Customer to purchase Services from the Contractor in accordance with these Conditions.

2.2 The Agreement shall come into force on the date of the Contractor's written acceptance of a Work Order (or, if there is no written acceptance, on the day upon which the Contractor commences the Services) and shall continue until termination in accordance with the terms of the Agreement.

3. SERVICES

3.1 The Contractor shall supply the Services to the Customer in accordance with the Specification in all material respects. The Contractor reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.

3.2 The Contractor shall perform the Services with reasonable care and skill and it shall comply with all applicable laws, statutes, regulations from time to time in force including all applicable health and safety legislation.

3.3 The Services shall be provided at each Site or as otherwise agreed between the parties in writing.

3.4 The Contractor shall perform the Services during normal working hours of 08:00 to 18:00 on Business Days only.

3.5 If the Contractor's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

(a) without limiting or affecting any other right or remedy available to it, the Contractor shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Contractor's performance of any of its obligations;

(b) the Contractor shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Contractor's failure or delay to perform any of its obligations as set out in this clause 3.5; and

(c) the Customer shall reimburse the Contractor on written demand for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Customer Default.

4. SITES

4.1 The Customer will at all times and at no charge to the Contractor, its employees, agents, consultants and subcontractors: (a) provide access to each Site and other facilities as required by the Contractor; (b) provide all complete and correct instructions and information required by the Contractor for the safe, efficient and proper performance of the Services; (c) provide and maintain such equipment at each Site as the Customer and the Contractor have agreed will be available; and (d) obtain all necessary third party licences, permissions and consents for the Services to be carried out.

4.2 The Customer warrants that each Site shall be safe for the Contractor to carry out the Services and that each Site complies with all relevant UK health and safety legislation.

4.3 Without prejudice to clause 4.2, the Customer shall notify the Contractor if any Site involves the presence, use or storage of any hazardous substances or requires any special precautions to be taken to ensure the safety and preservation of equipment (including electronic equipment), personnel, representatives or subcontractors. The Customer shall, prior to commencement of the Services, provide the Contractor with written details of the nature of those substances and/or the precautions to be taken and shall ensure that appropriate warning signs are clearly and prominently displayed.

4.4 The Customer shall closely liaise with the Contractor and provide the Contractor with all information in relation to the facilities and property management of each Site affecting the Services; materials and equipment handling procedures; the layout, use, security and detection systems, health and safety, and reporting procedures of each Site; all special or novel risks which a reasonable contractor would be required to know to perform the Services; and the Customer's key contacts and other suitably skilled and qualified personnel.

4.5 The Customer shall keep all Contractor Materials at each Site in safe custody at its own risk and not dispose of or use the same other than in accordance with the Contractor's written instructions or authorisation.

4.6 The Customer shall indemnify the Contractor and its personnel, representatives or subcontractors against all liabilities, damages, losses, expenses and costs incurred as a result of the Customer's failure to comply with its obligations under this clause 4.

5. CHARGES

5.1 The Charges are exclusive of VAT. The Contractor shall provide a valid VAT invoice to the Customer for the Charges either after the performance of the Services or each Service attendance, on the dates or at the intervals specified in the Quotation or Work Order or at monthly intervals, at the election of the Contractor.

5.2 The Customer shall pay the Charges in full and without set off or any other deduction within 14 days of receipt of the invoice. Time shall be of the essence with regards to payment of the Charges. All payments to the Contractor shall be made in British Pounds sterling.

5.3 If at any time during the period of the Agreement there is an increase in costs to the Contractor in providing the Services which are beyond the Contractor's control including (without limitation) an increase in the national minimum wage, London Living Wage, pensions auto-enrolment, changes to National Insurance contributions, or any other liabilities imposed on the Contractor by legislation or other change in the law after the Commencement Date, then the Contractor may vary the Charges or any part of it by giving not less than twenty-eight (28) days' notice to the Customer of such increase.

5.4 The Contractor may increase the Charges with effect from each yearly anniversary of the commencement of the Agreement to reflect increases in the Consumer Price Index during the previous twelve (12) months, and/or to reflect any other price increase agreed between the parties.

5.5 If the Customer fails to make a payment due to the Contractor under the Agreement by the due date, then, without limiting the Contractor's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6. VARIATIONS

No purported variation of these Conditions or the Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties. Any variation to the Services which may be agreed between the parties verbally shall be documented by the Contractor in writing (including any associated changes to the Charges) for signature by both parties as soon as reasonably practicable.

7. EQUIPMENT AND INTELLECTUAL PROPERTY

7.1 All plant, equipment, materials, documents, designs, software, specifications and other property of the Contractor and its personnel, representatives or subcontractors (including Intellectual Property Rights therein) utilised by the Contractor in the provision of the Services ("**Contractor Materials**") shall remain the property of the Contractor (or its licensors).

7.2 The Contractor grants to the Customer (to the extent it is able to), a non-exclusive, non-transferrable, royalty-free licence (without the right to grant sub-licences) for the term of the Agreement to copy and use any deliverables provided to the Customer by the Contractor for the sole purpose of receiving and using the Services.

7.3 The Customer grants to the Contractor a non-exclusive, royalty-free perpetual and irrevocable licence to copy and use any Customer Materials for the purpose of the Agreement and carrying out the Services.

7.4 The Customer warrants that it has authority and/or relevant licences to supply any materials, designs, software and specifications provided by it to the Contractor ("**Customer Materials**") and that any Services supplied using or based on the same will not infringe any third party rights and /or third party Intellectual Property Rights. The Customer shall indemnify the Contractor against any losses arising from any breach of this warranty.

7.5 The Contractor shall retain all title and ownership of any deliverables supplied by the Contractor to the Customer in the course of the Services until all associated Charges are paid in full in accordance with these Conditions.

7.6 The Customer will indemnify the Contractor against any loss of or damage to property belonging to the Contractor or any of the Contractor's personnel, representatives or subcontractors whilst at a Site except where this is caused by the fault or negligence of the Contractor or any of the Contractor's personnel, representatives or subcontractors.

8. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from an Event of Force Majeure.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement by giving the other party 28 days' written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, the Contractor may suspend the supply of Services under the Agreement or any other contract between the Customer and the Contractor if:

(a) the Customer fails to pay any amount due under the Agreement on the due date for payment;

(b) the Customer becomes subject to any of the events listed in clauses 9.2(b), 9.2(c) or 9.2(d), or the Contractor reasonably believes that the Customer is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Agreement:

(a) the Customer shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Contractor shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

(b) the Customer shall return all of the Contractor Materials and any deliverables which have not been fully paid for. If the Customer fails to do so, then the Contractor may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

10.2 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

10.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

11. SALE OF CUSTOMER SITE

In the event that the Customer disposes of its interest in a Site at which the Services are provided, the Customer may terminate the Agreement in

relation to that Site by giving written notice to the Contractor. The Customer shall remain liable in full for the Charges and any other sums due under the Agreement until termination of the Agreement, unless otherwise agreed in writing between the parties.

12. EMPLOYMENT REGULATIONS

12.1 Each party agrees that neither the start nor the termination of the Services (or any part of them) is expected to constitute a relevant transfer for the purposes of the Employment Regulations.

12.2 If, despite clause 12.1, the employment or engagement of any person is found or alleged to have transferred to the Contractor by virtue of the Agreement or the Employment Regulations on the start of the Services (or any part of them), then:

(a) the Contractor shall notify the Customer within 7 days of becoming aware of that fact;

(b) the Customer may, within 30 days after the date of such notice, make an offer of employment or engagement to the relevant person (or procure that a former supplier does) and shall promptly notify the Contractor of any offer that is made;

(c) the Contractor shall release the relevant person from their employment or engagement if the offer is accepted or, if no offer is made or accepted, terminate their employment or engagement within 60 days of the expiry of the 30 day period referred to in clause 12.2(b); and

(d) the Customer shall indemnify the Contractor against all liabilities, damages, losses, expenses and costs incurred as a result of the employment or engagement of the relevant person until that relationship is terminated and which arise out of the termination itself.

12.3 The parties shall co-operate to avoid the transfer of any of the Contractor's personnel to the Customer (or a new supplier appointed by the Customer) under the Employment Regulations on the termination or expiry of the Services (or any part of them). For this purpose, the Contractor may organise the personnel in a way that reduces the chances of transfers under the Employment Regulations on the termination or expiry of the Services (or any part of them).

13. INSURANCE

During the term of the Agreement, the Contractor shall maintain in force, with a reputable insurance company, professional indemnity insurance, public liability insurance and employers' liability insurance with an indemnity limit of not less than (in aggregate in any year) £10,000,000, and shall produce to the Customer on demand the insurance certificate giving details of cover.

14. DATA PROTECTION

14.1 The following definitions apply in this clause 14:

(a) **Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **pr**ocessing and **appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

(b) **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

(c) **Domestic Law**: the law of the United Kingdom or a part of the United Kingdom.

(d) **UK GDPR**: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

14.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor.

14.4 Without prejudice to the generality of clause 14.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor and/or lawful collection of the Personal Data by the Contractor on behalf of the Customer for the duration and purposes of the Agreement.

14.5 Without prejudice to the generality of clause 14.2, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under the Agreement:

(a) process that Personal Data only on the documented written instructions of the Customer, unless the Contractor is required by Domestic Law to otherwise process that Personal Data;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that all its personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(f) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Domestic Law to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and immediately inform the Customer if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation.

14.6 The Customer provides its prior, general authorisation for the Contractor to:

(a) appoint processors to process the Personal Data, provided that the Contractor:

(i) ensures that the terms on which it appoints any processor comply with Data Protection Legislation, and are consistent with the obligations imposed on the Contractor in this clause 14;

(ii) remains responsible for the acts and omissions of any processor as if they were the acts and omissions of the Contractor; and

(iii) informs the Customer of any intended changes concerning the addition or replacement of processors during the Term, giving the Customer the opportunity to object to changes provided that if the Customer objects to a change and cannot demonstrate, to the Contractor's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify the Contractor for any all losses incurred as a result of incurred by the Contractor in accommodating the objection.

(b) transfer Personal Data outside of the UK, provided that the Contractor shall ensure that all transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of the Contractor, including any request to enter into standard data protection clauses adopted by the Commissioner (where the UK GDPR applies to the transfer) or any other applicable data protection regulator.

15. LIABILITY

15.1 The parties acknowledge and agree that the Charges have been calculated on the basis of that the Contractor will exclude or limit its liability as set out in these Conditions, and that the exclusions and caps are fair and reasonable in all the circumstances. The Customer is responsible for making its own arrangements for the insurance of any excess loss.

15.2 References to liability in this clause 14 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.3 Nothing in this clause 14 shall limit the Customer's payment obligations under the Agreement.

15.4 Nothing in the Agreement shall be taken to exclude either party's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded at law.

15.5 Subject to clause 14.4, the Contractor's total liability to the Customer arising in connection with the Agreement shall, in each calendar year, be limited to an aggregate amount equal to the Charges paid or payable during that year.

15.6 Subject clauses 14.3 and 14.4, this clause 14.6 sets out the types of loss that are wholly excluded:

(a) loss of profits.
(b) loss of sales or business.
(c) loss of agreements or contracts.
(d) loss of anticipated savings.
(e) loss of use or corruption of software, data or information.
(f) loss of or damage to goodwill; and
(g) indirect or consequential loss.

15.7 The Contractor has given commitments as to compliance of the Services with the Specification in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

16. ASSIGNMENT AND OTHER DEALINGS

16.1 The Contractor may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

16.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the Contractor.

17. CONFIDENTIALITY.

17.1 Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (or the other party's Group Companies), except as permitted by clause 17.2.

17.2 Each party may disclose the other party's confidential information referred to in clause 17.1:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 Neither party shall use the other party's confidential information referred to in clause 17.1 for any purpose other than to perform its obligations under the Agreement.

18. ENTIRE AGREEMENT

18.1 The Agreement and all the documents referred to in it constitute the entire understanding between the Contractor and the Customer relating to the subject

matter and no representation or statement not contained in the Agreement shall be binding on either party. Neither party has relied on or is relying on any representation in entering into and completing the Agreement.

18.2 These Conditions will apply to the exclusion of any other Customer terms and conditions contained in or referred to in any document, including in the Work Order, or other communication used by the Customer, or which are implied by trade custom, practice or course of dealing.

19. WAIVER

19.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

20. SEVERANCE

20.1 If any provision or part-provision of these Conditions or the 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 the Agreement. If any provision or part-provision of the Agreement is deleted under this clause 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.

21. NOTICES

21.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to its email address specified in the Quotation and/or Work Order.

21.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post next working day delivery service, on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22. NON-SOLICITATION

The Customer shall not, and shall procure that its Group Companies shall not, at any time from the date of commencement of the Services until the date falling 12 months after expiry or termination of the Agreement, solicit or entice away from the Contractor or employ or engage (or attempt to employ or engage) any person or entity who is, or has been, engaged as an employee, consultant or subcontractor of the Contractor in the provision of the Services.

23. THIRD PARTY RIGHTS

A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

24. GOVERNING LAW & JURISDICTION

24.1 The 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.

24.2 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 the Agreement or its subject matter or formation.