

## TERMS & CONDITIONS

1. The 'Company' means **Scottish Lime Centre Trust**; of Registered Office: Charlestown Workshops, Rocks Road, Charlestown, Fife, KY11 3EN. Company Registration No SC151481. SLCT is a charity registered in Scotland No: SC022692. VAT Registration No 671 2677 22.

2. The 'Client' means any person or organisation that employs the Company in a professional capacity for Professional Services, thus making a Contract. This includes those acting as Agent/s for a Third Party.

3. The 'Professional Services' means any Work, Measurements, Survey, Sketches, Designs, Drawings, Plans, Reports, Letters, Setting Out, Advice or any other Service provided by the Company to the Client, irrespective of the media used to convey such services. All such Professional Services are deemed to be the property of the SLCT. The SLCT maintains the Intellectual Property Copyright until agreed or paid for by the Client.

4. Acceptance of our quotation by the Client; whether verbal or written; shall be deemed to be an acceptance of these Terms & Conditions Of Supply and that the Client shall not cancel the Contract without compensating the Company for work done to time of cancellation inclusive of any overheads and costs incurred by the Company.

5. All quotations are valid for 3 months, after which you should contact us for our confirmation whether our quotation remains the same or is subject to amendment.

6. Where the Client has their own Terms & Conditions and they wish these to apply; then such Terms & Conditions shall be made known to the Company at quotation stage and confirmed to be acceptable in writing or the terms and conditions herein shall prevail.

7. All costs quoted exclude VAT. The Company does not provide credit facilities and therefore all amounts are due within 30 days of invoice date which may be an interim invoice or full invoice based on work carried out by the Company, its Sub Contractors, or a combination of both.

8. The Company will charge 5% above the bank base rate, per month or part thereof on overdue accounts until settled.

9. The Company reserves the right to cease work on any or all projects for a client, if that client's respective account remains overdue for more than 30 days. This is irrespective of whether or not the outstanding payment relates to the particular project that has been ceased or not.

10. The Company reserves the right to send outstanding debts to a debt collection agency after we have given the Client fair opportunity to pay and this we will warn of in advance, in the form of a final written warning. With any debt that we send to a debt collection agency, we will invoice all costs generated by such a method of recovery inclusive of any and all costs in relation to Courts, Solicitors and general recovery of any outstanding debt.

11. Payments will only be effected on cleared funds. Where payment is referred to a Third Party this shall not relieve the Client from responsibility under these Terms & Conditions without prejudice to the Company's right against that Third Party to recover its debt.

12. The Company shall hold Insurance (a copy of which is available upon request) in respect of the following cover: Public Liability £5 million, Employers Liability £10 million, Professional Indemnity cover commensurate with responsibilities arising from the overall conduct of business.

13. The Company has a liability to the Client only and not any third party; and that liability shall not exceed the amount of level of indemnity in place at the time of Contract.

14. We are regularly requested to recommend the details of Building Contractors, Tradesmen, Suppliers and other Professionals in relation to work Clients are looking to undertake. We do not recommend names, but would be pleased to provide without prejudice respective names and will always endeavour to give names that we believe to be suitable in relation to any particular project. We have no financial connection with such individuals or companies and receive no payment in relation to names that we supply. Our providing of any names is strictly on a goodwill basis and the Company strongly recommends that Clients carry out thorough investigation and obtain references in relation to previous customers or clients of such individuals or companies, before contracting with them. The Company will not entertain or uphold any complaints whatsoever directed at the Company in relation to dissatisfaction or complaints regarding contracts Clients have entered into directly with third parties not connected with the Company. We do however encourage that Clients bring to our attention their perceived performance of such individuals or companies, in order for us to consider such when providing names in future.

15. The SLCT will not take on the role of Principal Designer/Designer. The Construction (Design and Management) Regulations 2015 require the client to appoint a Principal Designer and to take reasonable steps to satisfy themselves that whoever they appoint as Principal Designer has the necessary skills, knowledge and experience.

16. Please note – we are required by law to store the data collected through this form for a period of twelve (12) months from order date to comply with financial services regulations. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.