

1. Contract

- 1.1 The proposal to which these conditions are attached constitutes an offer subject to these conditions. This offer will remain open for a period of twenty eight days unless prior to acceptance the Client has been specifically notified in writing that the offer has been withdrawn. No representations whatsoever made prior to the date of this offer shall be deemed to be incorporated in this offer or to have any binding effect on Campden & Chorleywood Food Research Association, hereinafter referred to as the Association.
- 1.2 If this offer is accepted it will create a Contract between the Association and the Client and will be construed as confirming the client's total acceptance of these terms and conditions subject as otherwise agreed in writing by both parties, in which case such written agreement shall form part of this Contract.
- 1.3 Upon completion, the Contract shall be deemed to have been duly performed and to be acceptable unless a written claim is received, within twenty eight days of completion.
- 1.4 This contract shall be the only form of Contract between the Association and the Client.

2. Liaison

The Association and the Client will each nominate suitable persons for liaison. The Client's representative shall be available for consultation and to visit the Association at appropriate intervals. To help maintain confidentiality, liaison staff shall be required to make arrangements for visits in advance. The project agreed will be conducted by the Association Project Leader or some other person agreed between the parties.

3. Work to be done

- 3.1 The work to be done by the Association will be as specified in the proposal but where given, time limits, projected results and performance specification quoted are best estimates only.
- 3.2 All work is undertaken in good faith and the Association will use its best endeavours to ensure accuracy. Advice, information and results given by the Association to the Client are given on the understanding that they are subject to normal experimental error and that the advice given or conclusions drawn are based on the evidence and methods and techniques known at the time. The Association does not guarantee that any product of the investigation will be satisfactory for the purposes of the Client.
- 3.3 Information or advice emanating from this Association is given after the exercise of all reasonable care in its compilation, preparation and issue, but is provided without liability in its application and use. Except in respect of death or personal injury caused by the Association's negligence or as expressly provided in these conditions, the Association shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Association, its servants or agents or otherwise) which arise out of or in connection with the provision of services under this Contract or their use by the Client, and the entire liability of the Association under or in connection with the Contract shall not exceed the amount of the Association's charges for the provision of the specified service, except as expressly provided for in these conditions.
- 3.4 The Association shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Client.

4. Price

The Association will endeavour to work within the contract price but reserves the right to make charges based on the actual cost of the project. If the project cannot be completed within the authorised financial limit the Association will notify the Client as soon as possible and limit expenditure to the authorised amount pending further instructions from the Client. In the event of the suspension of the project on the Client's instructions, or lack of instructions, any expense incurred by the Association will be charged to the Client.

5. Payment

Payment is due 30 days following the date of the invoice, unless otherwise stated on the invoice or agreed in writing in advance. Interest may be charged at eight percent above the Bank of England's base rate on any part of the invoice unpaid after this time. For all Contracts with a value over £3000, one third of the contract price will be invoiced on acceptance of the Contract. The balance of the contract price will be invoiced on completion or the submission of a final report unless stage payments are agreed with the Client in advance. Without prejudice to any other rights of the Association, if the Client shall fail to make payment in full in accordance with this clause then the Association shall be entitled to suspend this or any other Contract with the Client; and in such event the Client shall not in any respect be released from obligations to the Association under this or any other Contract. Alternatively the Association shall be entitled to terminate this Contract or any other Contract with the Client in accordance with Section 'Termination of Contract' below and to claim damages from the Client for this breach.

6. Delays, suspensions and interruptions

- 6.1 The Association will use its best endeavours to comply with any date or dates for despatch or delivery of the goods or completion of the work as stated in the Contract. Failure to despatch or deliver the goods or complete the work by such date or dates for any reason shall not constitute a breach of Contract.
- 6.2 Should work in pursuance of the Contract be suspended at the request of or delayed through any default of the Client for a period of 30 days or more the Association shall then and in that event be entitled to payment for work already carried out and materials specifically purchased in connection with the Contract.

7. Property

- 7.1 All computer software supplied by the Association to the Client pursuant to or in connection with the Contract shall be treated by the Client as confidential and in any event shall be subject to a separate licensing agreement.
- 7.2 The final product of any work developed or arising in the course of carrying out any work under this Contract or goods supplied shall not pass to the Client until the Association has been paid in full for all work done. Further, if the Client shall incorporate the goods into any other goods then the title in these goods shall also belong to the Association until payment in full of all outstanding sums.
- 7.3 All equipment, materials and apparatus supplied by the Client on his/her instructions is to be delivered to and collected from the Association's premises by the Client or his/her agent free of all charge to the Association. In the event that equipment, materials, or apparatus remain uncollected six months after notification of availability for collection the Association reserves the right to dispose of the equipment, materials or apparatus as is thought fit without recompense to the Client.
- 7.4 The Association accepts no liability for any damage or consequential loss arising from any damage however caused, to equipment, materials and apparatus supplied by the Client. The Client should therefore ensure that all such items are adequately insured.

8. Health and Safety

The Client will ensure that any machinery, equipment or material provided by him/her is so designed and constructed as to comply with the requirements of the Health and Safety at Work etc. Act 1974. If, in the opinion of the Association the equipment does not comply with the Association's safety standards or the requirements of the Health and Safety at Work etc. Act 1974 or subsequent statutory modifications or re-enactments, the Client will be responsible for making the necessary modifications before the work commences.

9. Confidentiality

- 9.1 Security of information provided by the Client or arising from the work will be maintained by the best efforts of the Association. It will not be disclosed intentionally to individuals or organisations other than the Client without prior written agreement but it is not possible to guarantee absolute security of information.
- 9.2 The Association, will as far as is reasonably practicable, secure from the sight of visitors all documents, data and equipment. Computer stored data will be protected from access by others by the use of normal file protection means.
- 9.3 The Client shall not make use of or divulge to any third party any confidential information it may gain as a result of any visit to the Association's premises.

10. Copyright

Copyright in all original drawings, designs, proposals, reports and other written matter whether made pursuant to the Contract or otherwise remains vested in the Association but the Association shall grant to the Client use of these documents without further charge on completion of a fully paid up contract subject to the conditions in 11.

11. Publication

- 11.1 The Client shall not at any time make use of any report or statement issued by the Association nor any extract there from, nor refer to the fact that any product or process has been the subject of a Contract with the Association in any publication or publicity material without the express written permission of the Director General of the Association. Subject to this permission being obtained:
 - (a) The report may be published by the Client in a form approved by the Director General of the Association.
 - (b) The Client may quote extracts from the report provided the written approval of the Director General of the Association has been obtained to use the extracts and the context in which they are to be used.
- 11.2 Neither the Client nor anyone on his/her behalf or authority shall issue an advertisement showing in statement or implication that a method or process has been approved or 'recommended' by the Association.
- 11.3 Any information disclosed by a report of the Association (however published) other than that referred to in 11.1, shall not be published whether by way of comparison or otherwise without the express prior written approval of the Director General of the Association.
- 11.4 The draft of any publication relating to the Contract must be submitted to the Director General of the Association for approval before publication.
- 11.5 The Association reserves the right to publish results after a period of two years from the date of the final report to the Client. No publication will be made before that time except with the express permission of the Client.

12. Patents

- 12.1 The allocation of any patent rights or any feature believed to be patentable and proposed by the Association's staff during the work shall be negotiated between the Client and the Association.
- 12.2 Both the Client and the Association hereby undertake not to disclose the existence of patent applications, trademarks or registered designs until such time as the specification is published.
- 12.3 If, after a period of two years from the end of the Contract, the Client has not taken out patents, trademarks or registered designs allocated to them, the Association shall be free to assume a sole right to them.
- 12.4 The Association shall not be responsible for any loss arising from the failure of the Client to apply for patent protection required for any novel aspects of the equipment existing before the work begins.
- 12.5 The Client hereby indemnifies the Association against any claims, damages or costs arising from infringement of Letters Patent resulting from use by the Client of information, equipment or products supplied by the Association under this Contract or otherwise.

13. Termination of Contract

- 13.1 Termination by the Client can be effected only with the written consent of the Association and on terms which indemnify the Association against all loss.
- 13.2 The Association shall be at liberty (without prejudice to any other rights it may have) to terminate the Contract forthwith for any of the following reasons: Non-payment by the Client of any one or more invoices submitted by the Association or substantial breach of the Client's express or implied obligations herein.

14. Waiver

The rights of the Association shall not be affected or restricted by any indulgence or forbearance to the Client. No waiver by the Association of any breach shall operate as a waiver of any later breach.

15. Variation

No variation of these conditions shall be valid unless agreed by the Association in writing.

16. Jurisdiction

Every Contract to which these conditions apply, unless otherwise stated, shall be governed by and construed in accordance with the Laws of England.