



# Total Asset Recovery Limited

## **Total Asset Recovery Limited – Standard Terms & Conditions**

The purpose of this document is to explain the basis of how we work with our clients.

### **Electronic Mail**

We routinely monitor all incoming and outgoing emails. If you ask us to communicate with you or third parties by email we shall not be responsible for any misdirection or non-delivery of communications sent in this way where fault for non-delivery is not simply a question of a typographical error in the address. Whilst every effort will be made to ensure that communications sent to you by email are virus free, it is your responsibility to carry out virus checks before opening such communications. This information is therefore sent out at your own risk.

### **Limitation of Liability**

Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. We undertake that we will use reasonable endeavours to perform the project and if any part of the project is performed negligently or in breach of contract then, at your request, within 6 months of the Completion Date, we will re-perform the relevant part of the Project, on the proviso that we expressly do not warrant that any result or objective whether stated in this Agreement or not shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date.

Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the contract Price paid or payable to us under this Agreement.

Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

You shall indemnify us and hold us harmless from and against all Claims and Losses arising from loss, damage, liability, injury to our employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information, device or product supplied to you by us and our employees or consultants, or supplied to us by you within or without the scope of this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

We shall not be liable to you for any indirect or consequential loss, damage, costs or expense of any nature incurred or suffered by you including, without limitation, any economic loss or other loss of turnover, profits, business or good will.

We shall not be liable to you for loss damage costs or expenses of any nature incurred or suffered by arising from compliance with any statutory obligations placed upon us.



# Total Asset Recovery Limited

## **Data Protection**

We will use the personal information you provide us with for the purpose of providing consultation. If you provide us with the information you agree that we may contact you by post, telephone, facsimile and email.

We may keep your information for a reasonable period to contact you about services in the future. If you do not want us to do this you can opt out at any time by letting us know in writing. We do not share information with third party organisations.

If you give us information about another person we are entitled to assume that the other person has appointed you to act on their behalf and agreed that you can give consent to processing of their data and receive on their behalf data protection notices.

## **Third Party Rights**

These terms do not create any right enforceable by any person who is not a party to it in accordance with the Contracts (Rights of Third Parties) Act 1999.

## **Warranty/Representations**

No director or officer or employee of this company is authorised to give any representation, warranty or assurance in any form whatsoever other than for and on behalf of the company. Any opinion given or implied is given on behalf of the company and not in a personal capacity.

## **Settlement of Invoices**

Our fees, costs and expenses are to be settled within 14 days of the date of issue.

## **Storage of Papers and Documents/Termination**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for charges and expenses. We keep your file on the understanding we have your permission to destroy it at our discretion after a period of 6 years. You may terminate your instructions to us at any time in writing but we will be entitled to keep all your papers and documents while there is any money owing to us for our fees and expenses. If at any stage you do not wish us to continue doing work or incurring fees and expenses on your behalf you must tell us this clearly in writing. If we stop acting for you we will only do so with good reason and on giving reasonable notice.

## **Raising Queries and Concerns**

Whilst we are confident that our service will be efficient, effective and friendly if any problems arise please let us know. If the problem is not resolved please speak to Rob Munn who will endeavour to resolve any problem quickly. An internal complaints procedure is in place to resolve disputes.

## **Jurisdiction**

These Terms & Conditions are governed by English law and any dispute in relation to these Terms & Conditions is subject to the non-exclusive jurisdiction of the English courts.

## **Agreement**

Your continuing instructions will amount to acceptance of these terms of business but if there is any term you do not understand then please let us know.