

Zenith Global

Terms and Conditions 2017

1. Services

All orders for services accepted by Zenith Global Ltd (ZG) are accepted subject to the conditions herein, unless otherwise agreed with the client. Services, costs and timescales are to be as agreed in the Description of Services. This will generally be in written form in a letter, facsimile or email. Any services, conditions or variation to these agreed verbally, will normally be confirmed in writing.

2. Obligations of Zenith Global

ZG shall perform Services required by the Description of Services and/or other instructions given by and agreed with the Client. ZG shall exercise reasonable skill, care and diligence in the performance of its Services. ZG may recommend to the Client that it sub-contracts to a specialist sub-consultant the performance of any of the Services.

3. Obligations of the Client

The Client shall supply to ZG without charge and in such time so as not to delay or disrupt the performance of the Services all necessary and relevant data and information in possession of the Client, his agents or servants. The Client shall give such assistance as shall reasonably be required. The Client shall ensure that his decisions, instructions, consents or approvals shall be given to ZG in such reasonable time so as not to delay or disrupt the performance of the Services.

4. Price and payment

ZG shall charge the client for fees at agreed rates or sums. Expenses and disbursements will be charged at cost plus 10% administration fee unless otherwise agreed. ZG will submit invoices to the Client for Services monthly in arrears unless otherwise agreed. Payment of invoices to be made within 14 days of the date of the invoice and in the currency invoiced. All UK invoices are subject to VAT. All overdue accounts will be subject to a £100 late payment charge and a daily basis charge of commercial interest at 5% above the Bank Rate of the Bank of England. Should there be a dispute over the agreed fees, the legal costs incurred by ZG will be borne by the Client.

5. Termination of Appointment

The Client may at any time by Notice require ZG to postpone the performance of all or any part of the Services. On receipt of such a Notice, ZG will cease such Services in an orderly and economical manner. ZG will be due payment for all Services, expenses and disbursements incurred to the time of the Notice and for any reasonable additional costs related to ceasing the Services.

6. Deliverables and Timescales

While, ZG will endeavour to complete agreed Services and Deliverables within the timescale agreed with the Client, this cannot be guaranteed. ZG is not responsible for delays caused by factors outside its control. This may include an agreed change in the Description of Services, or a delay in submission of data or information from the Client, or other organisations, people or companies relevant to the carrying out of the Services. Deliverables will be delivered to the invoice address unless otherwise agreed.

7. Limitation of liability

To the fullest extent permitted at law, ZG's provision of products or services makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to the information, content, materials, products or services provided under this agreement including, without limitation, warranties of merchantability and fitness for a particular purpose. In addition, whilst every effort has been made to ensure that the information presented is accurate and that the opinions expressed are sound, ZG cannot be made liable for any errors or omissions or for any losses or consequential losses resulting from decisions based on its contents. Except as specifically stated in this agreement, to the fullest extent permitted at law, neither ZG nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of any information, content, materials, products or services provided by ZG. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, ZG does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of ZG, its affiliates, directors, employees or other representatives.

8. Title and copyright

All right, title, and interest (including all copyrights and other intellectual property rights) in the products or services (in both print and machine-readable forms) belong to ZG or its third party suppliers of materials. You acquire no proprietary interest in the products or services, or copies thereof.

9. Licence

Where a licence is purchased, you agree to be bound by its definition. You accept that if you breach the terms of the licence, ZG reserves the right to seek compensation or damages as appropriate. You acknowledge that it is your responsibility to purchase additional licences as required or to amend the existing licence you hold in order that it be fit for purpose. ZG reserves the right to charge for amendments and additions in line with current pricing.

10. Severance

If any provision of the agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the agreement and the remainder of the provisions in question shall not be affected.

11. Law and jurisdiction

The agreement shall be governed by and construed in accordance with the laws of England and shall be subject to exclusive jurisdiction of the English Courts.