



# Terms and Conditions of Supply

## 1. DEFINITIONS

- “*The Company*” - means Mixology Ltd trading as any of the following: Mixology Ltd.; Mixology Group; Mixology People; Mixology Nights; Mixology Lab; Mixology Shop; MixoNomics; *or* Mixology Shop. From the address: Unit 1 Davigdor Mews, R/O 64 Davigdor Road, Hove, East Sussex, BN3 1RF. The company is registered in England and Wales: #07386517 with registered offices at 84 Western Road, Lewes, BN7 1RP.
- “*The Client*” - means any person, partnership, or company or its subsidiaries or associates who contract for any of the services of the Company.
- “*Conditions*” - means the terms and conditions of the contract subsisting between the Company and the Client. In the absence of any particular differing agreement in writing these terms and conditions apply.
- “*Goods and services*” - means the goods and/or services, which the Company is to supply in accordance with these Conditions.
- “*Information*” - means any advice, reports, controls, computer software, or any intellectual property supplied by the Company for the express use of the Client, and for no third party.
- “*The Contract*” - means the order (either verbally or in writing) placed by the Client and accepted by the Company, covering the supply of goods and services to be delivered by the Company to the Client or on the Client's behalf.

## 2. THE CONTRACT

The Client will purchase the goods and services, which the Company has accepted to supply in accordance with the order placed by the Client. The Client will pay for them in accordance with the conditions specified on the invoice submitted to it by the Company, and/or by any other written agreement entered into which is to form the basis of the contract between the Client and the Company.

## 3. CONFIDENTIALITY

The Client undertakes to ensure that any information supplied to it under any contract with the Company will not be supplied, given, sold, or generally made available to a third party without the express permission of the Company. All such information is for the use by the Client only under the terms of the contract, and the Client undertakes to ensure that all such information is kept confidential. The Client further agrees that it will not use any information

or advice that has been supplied to it for any other purpose whatsoever other than for the contract to which it relates. The Company undertakes not to divulge, sell, dispose of, or make available to any third party any of the intellectual knowledge, commercial information or other sensitive or private data, which is the property of the Client and which comes into the possession of the Company in carrying out the contract, without the express permission of the Client however given.

## **4. SUPPLY**

The Company undertakes to use its best endeavours to supply the goods and services specified in the contract. The Company will not be held responsible for any variations that are imposed or requested by the Client or for any circumstances or conditions not made known to the Company in accepting the contract. In such circumstances the company reserves the right to decide at its option whether to continue with the contract or to seek some variation or if at all. If the company decides to terminate the contract the Client accepts and will pay for all work undertaken up to the termination thereof. Any such variations will be agreed between the Client and the Company before any supply is affected.

## **5. WARRANTIES AND LIABILITIES**

The Company will use its best endeavour to safeguard the Client in respect of any loss, whether financial or otherwise, and will make known to the Client any areas of such loss as the Company may discover whilst carrying out the contract. It is at the discretion of the Client as to whether action should be taken in effecting any remedy. Beyond this the Company has no obligation to advise or to disclose any information that may come to its notice in carrying out the contract. The Client undertakes to indemnify the Company in respect of any loss or injury to it or its employees or agents in carrying out the terms of the contract, and will ensure that the Company or its servants are fully insured whilst working on the Clients premises. Or under the direction of the Client Any goods supplied to the Client under contract are sold with such warranty as the makers give to the Company and the Company is able to enforce, but are not guarantee by the Company in any way. Any goods supplied by and in the name of the Company, which are subsequently found to be faulty within 3 months of supply will be repaired or replaced at the option of the Company. Beyond this no other liability shall be placed upon the Company by the Client except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1997) all representations, warranties or conditions, statutory or otherwise, are hereby excluded to the fullest extent permitted by law, expressed or implied.

Except in respect of personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any misrepresentation or implied warranty, condition, or other term, or any duty at common law, or under express terms of the contract for any consequential loss or damage (whether for the loss of profit or otherwise) costs, expenses, or otherwise claims for consequential compensation whatsoever (and whether caused by the Company or its servants or agents or otherwise) which arise out of or in connection with the supply of goods or services, or their use, or resale, by the Client except as expressly provided in the conditions.

The Company shall not be liable to the Client or deemed to be in breach of contract by reason of any delay in performing the terms of the contract if the delay or failure was directly or

indirectly caused by reasons beyond the Company's control, without prejudice to the forgoing, including, strikes, lock-outs, or other industrial actions (whether involving the company or its employees or not) or for any other reason, or force majeure. The Client warrants that these conditions are freely accepted on the knowledge and on the basis that, the contract price would be higher if the Company were under any liability or potential liability other than that set out in these conditions, or where any liability or potential liability would be disproportionate to the contract price.

## **6. CONSULTANCY**

During or at the cessation of a contract the Company may be asked by the Client to give advice or to make specific recommendations. All such advice or recommendations are based upon the information made available to the Company. Every endeavour will be made by the Company to ensure that all such advice or recommendations are based upon as complete knowledge as possible, but it is for the Client to accept or reject any advice given. If the Client decides at its option to implement any of the advice or recommendations it has received, it does so at its discretion and no liability is placed upon the Company.

## **7. RECRUITMENT OF PERSONNEL**

The Company will seek candidates for employment by the Client, and if at its discretion the Company feels that an applicant is suitable the Company will submit the individual's details to the Client. The Company makes no guarantees in respect of the candidate, and no assurances will be provided in respect of the candidate. It is at the discretion of the Client to consider and if thought fit, to interview or not. If the Client considers that the applicant introduced by the Company is suitable, and offers terms of employment, it does so at its own Discretion. In such circumstances the Client undertakes to pay to the company on receipt of an invoice submitted to it by the Company, a fee based upon the rates included in the contract, if one is so included.

The Client shall be solely responsible for taking up references on the applicant, and the Company is not liable for any loss or damaged caused by the appointment of the applicant in anyway. Where the Company is required to train staff on behalf of the Client, it does so on the basis that no warranty is made to the Client in respect to the trainee's competence or ability.

## **8 THE FEE**

All fees and charges will be as agreed between the parties that are specified within the contract. The Client agrees to be bound by these fees and charges and with any invoices for variations that are submitted to it in accordance with any variations that the Company is required to make. Such variations will be specified in an amendment to the contract.

## **9. PAYMENT**

Payment will be due in advance unless at the discretion of the Company, a credit account or any combination thereof is offered to the Client. In such cases payment is due in respect of any goods or services supplied to the Client within 14 days of the date of the invoice

submitted to it by the Company or as agreed in the contract. In default the Client agrees to pay to the Company interest on all outstanding debts, calculated at one percent per month or part of any month thereof. All fees and charges are subject to VAT or any other taxes that may be levied from time to time.

## **10. VARIATIONS**

Unless expressly agreed between the Client and the Company, the Company reserves the right to modify or alter any of the goods or service that it is contracted to supply. The Company will not accept variations to these conditions unless amended within the written contract... The Company's conditions override all other conditions unless such alterations have been agreed in writing before any work has begun on behalf of the Client, or at any other time.

## **11. CANCELLATIONS, RETURNS AND REFUNDS**

Goods and services provided by the Company to the Client may be cancelled and returned at the discretion of the Client. The client may decide to cancel at any time before, during or after the commencement of works or delivery of goods and services. Goods and Services cancelled and returned no less than five working days prior to the commencement of works or delivery of goods and services are refundable. Any deposits taken in lieu of full payment for goods and services, from the client, by the company are taken on a non-refundable basis unless otherwise expressly stated in the contract. A "deposit" is denoted as such on any invoice issued by the company.

Tangible goods purchased by the client, (through the company) are in all cases supplied through a third party supplier. Purchases facilitated by the company are subject to the terms and conditions of supply and related documents of the supplier in question. In these instances, the company acts as an agent for the supplier and is in no way to be construed as the vendor of any tangible goods purchased in this manner.

## **12. AGREEMENT**

The Client agrees to all of these conditions, but in the event of disagreement must notify the Company within 48 hours from the date of receipt of these conditions of its disagreement. In all contracts these conditions override any other conditions unless such alterations are agreed in advance in writing.

## **13. LAW**

The terms of any contract are construed under English law.