

Standard Terms and Conditions for the Supply of Services

1. Interpretation

- 1.1. In these Conditions:
- “Agreed Fee” means the charges agreed between Sports Pitch Engineering BV (SPE) and the Client in relation to the Specified Service
 - “Client” means the person named on the Specification Sheet for whom SPE has agreed to provide the Specified Service in accordance with these Conditions
 - “Contract” means the contract for the provision of the Specified Service
 - “Document” includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data
 - “Input Material” means any documents or other materials, and any data or other information provided by SPE relating to the Specified Service
 - “Output Material” means any documents or other materials, and any data or other information provided by SPE relating to the Specified Service
 - “Specification Sheet” means the sheet to which these Conditions are appended
 - “Specified Service” means the service relating to geophysical surveys of land to be provide by SPE for the Client and referred to in the Specification Sheet
 - “SPE” means Sports Pitch Engineering BV (registered in the Netherlands under number NL32169911).
- 1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply of the Specified Service

- 2.1. SPE shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by SPE and the Client.
- 2.2. The Client shall allow SPE adequate access to its property at reasonable times and for so long as is necessary to enable SPE to provide the Specified Service in accordance with the Contract.
- 2.3. The Client shall at its own expense supply SPE with all necessary documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable SPE to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input material.
- 2.4. SPE shall have no liability for any loss or damage, however caused, to the Input Material. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.5. The Specified Service shall be provided in accordance with the Specification Sheet subject to these Conditions.
- 2.6. Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in SPE’s brochure or other promotional literature, may be made available on written request.
- 2.7. SPE may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.
- 2.8. SPE may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3. Charges

- 3.1. Subject to any special terms agreed, the Client shall pay the Agreed Fee and any additional sums which are agreed between SPE and the Client for the provision of the Specified Service or which, in SPE’s sole discretion, are reasonably incurred as a result of the Client’s instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2. All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax (VAT), for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.3. SPE shall be entitled to invoice the Client on completion of the Specified Service.
- 3.4. The Agreed Fee and any additional sums payable shall be paid by the Client (together with any applicable VAT, and without any set-off or other deduction) with 14 days of the date of SPE’s invoice.
- 3.5. If payment is not made on the due date, SPE shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Rabobank Noord Gooiland from the due date until the outstanding amount is paid in full.

4. Rights in Input Material and Output Material

- 4.1. The property and any copyright or other intellectual property rights in any Input Material shall belong to SPE.
- 4.2. The property and any copyright or other intellectual property rights in any Output Material and any amendments or variations to the Input Material made by SPE shall, unless otherwise agreed in writing between the Client and SPE, belong to SPE, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.
- 4.3. Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by SPE, and all Output Material or other information provided by SPE which is so designated by SPE shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.4. The client warrants that any Input Material and its use by SPE for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify SPE against any loss, damages, costs, expenses or other claims arising from any such infringement.

5. Warranties and Liability

- 5.1. SPE warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where SPE supplies in connection with the provision of the Specified Service any goods (including Output Materials) supplied by a third party, SPE does not give any warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to SPE.
- 5.2. SPE shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input 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.
- 5.3. Except in respect of death or personal injury caused by SPE's negligence, or as expressly provided in these Conditions, SPE shall not be liable to the Client by reason or 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 SPE, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of SPE under or in connection with the Contract shall not exceed the amount of SPE's charges for the provision of the Specified Service, except as expressly provided in the Conditions.
- 5.4. SPE shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of SPE's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond SPE's reasonable control.

6. Termination

- 6.1. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so.

7. Insolvency of Client

- 7.1. This clause applies if;
- the Client makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Client; or
 - the Client ceases, or threatens to cease, to carry on business; or
 - SPE reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.
- 7.2. If this clause applies then, without prejudice to any other right or remedy available to SPE, SPE shall be entitled to cancel the Contract or suspend any further provision of services under the Contract without any liability to the Client, and if the Services have been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8. General

- 8.1. These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 8.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 8.5. Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of Institute of Arbitrators.
- 8.6. Dutch law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the Dutch courts based in Utrecht.