



## **TERMS AND CONDITIONS**

The following terms and conditions ("the Conditions") are the terms on which Frosty Enterprises t/a Frostys Cleaning Services ("the Company") sells services and supersedes all other terms and conditions relating to those services.

### **1. Price and payment**

- 1.1 The price (inclusive of VAT) for the service ("the Price") shall be the quoted price of the Seller and payment of the Price shall be made by the Buyer within 7 days of the date ("the Due Date") of the invoice for the Services.
- 1.2 If the Price is not paid by the due date interest shall accrue both before and after judgment on the unpaid portion of the Price at the rate of four per cent.

### **2. Services**

The description and quantity of the services to be sold ("the Service") shall be as set out in the quotation provided by the Seller to the Buyer ("the Quotation").

### **3. Delivery**

The Seller shall deliver the Service to the Buyer's address and on the date as both are shown on the Quotation. Time shall not be of the essence for delivery.

### **4. Cancellation**

The Buyer cannot cancel the order unless the Company agrees in writing. If the order is cancelled without the Company's agreement, the Buyer must pay any reasonable losses and costs it suffers because of the cancellation. If the Company cancels the contract, it must pay the Buyer any reasonable losses and costs suffered because of the cancellation.

### **6. Third party rights**

Notwithstanding any other provision of this agreement, nothing herein shall confer nor is it intended to confer a benefit on any third party for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

### **7. Governing law and jurisdiction**

The laws of Scotland shall govern this agreement.

Signed by or on behalf of the Frosty Enterprises.

*VR Tennent*