



**Please read our Terms of Business.**

**Scope of Terms of Business**

All work carried out by or at the responsibility of Greenthinking for clients is subject to these terms of business. These terms may be varied or excluded (in whole or in part) by any proposal or by subsequent agreement in writing signed on behalf of Greenthinking and the client, but not otherwise.

**Acceptance of Proposals**

Proposals submitted by Greenthinking shall, unless otherwise stated therein, remain open for acceptance for thirty days from the date of submission to the client. Acceptance shall be valid only if made in writing signed by, or on behalf of the client, or when the first payment by the client to Greenthinking is received. Variation of the terms of a Proposal shall be effective only if specified in the written acceptance and countersigned by an authorised representative of Greenthinking or by email confirmation between both parties.

**Commencement of Work**

Unless otherwise stated in the Proposal, the client shall take all steps to enable Greenthinking to begin its work not later than thirty days after acceptance of the Proposal. The client will make available or place at Greenthinking's disposal all information facilities and personnel reasonably required to carry out its work, and generally will co-operate in all reasonable ways.

**Sub-contractors**

Greenthinking will take all reasonable steps to meet the wishes of clients in the selection of sub-contractors and associates but reserves the right (unless otherwise required in writing by the client in its acceptance of a Proposal) to employ, discharge or replace at any time any sub-contractor or associate in carrying out work for clients.

**Fees and Expenses**

All fees expenses and other sums payable to Greenthinking by the client shall be payable in every case in accordance with the credit terms which will be agreed between the client and Greenthinking before the Contract is accepted. Expenses shall be reimbursed to Greenthinking by the client at cost. The standard rate for mileage is the prevailing rate quoted by the Automobile Association for the type of vehicle used.

Where your money has been used to make specific purchases on your behalf, then legal title to those goods, or the proportion of them you have paid for, will pass to you.

**Foreign Currency Expenses**

Where any expense to be reimbursed by the client is paid by Greenthinking in a currency other than Sterling it shall (unless otherwise stated in a Proposal) be reimbursed in Sterling calculated at the official rate of exchange prevailing at the date when the expenses were paid.

**Force Majeure**

If, after the acceptance of a Proposal, the rights of Greenthinking or of the client under the agreement are wholly or substantially diminished or the performance thereof rendered wholly or substantially impossible by reason of Force Majeure, then the obligations of both parties shall cease forthwith except that the client shall pay to Greenthinking all fees and expenses then owing including all the expenses of or caused by or arising out of such termination.

**Termination or Breach**

After acceptance of a Proposal, the client can terminate the agreement within 7 working days of acceptance and receive a full refund. If the client is at any time in serious or (after warning) repeated breach of its agreement with Greenthinking or act in such a manner as to render the performance of the agreement by Greenthinking wholly or substantially impossible, then Greenthinking's obligations under the agreement shall cease forthwith.

In these circumstances a Contract may be terminated by

- the client giving Greenthinking written notice using the Greenthinking Cancellation procedure
- Greenthinking giving the client written notice



In such a case the client shall immediately pay to Greenthinking all fees and expenses, including all the expenses of or caused by or arising out of such termination, and other sums then owing to Greenthinking under the agreement.

Full details of Greenthinking's Cancellation Procedure are available as a separate document.

#### **Contractual Limits**

All surveys, forecasts and recommendations in any Proposal, report or letter are made in good faith and on the basis of the information before Greenthinking at the time. No statement in any Proposal, report or letter is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. Greenthinking shall not be liable to the client for any indirect or consequential loss or damage. However, nothing in this disclaimer shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

#### **Copyright**

Copyright is reserved to Greenthinking in all proposals, reports, surveys and other documents produced or commissioned by Greenthinking under or in connection with any agreement with a client. No such document shall be copied or published (in whole or in part) or disseminated to any third party without the written permission of Greenthinking. Permission will not be unreasonably withheld or withdrawn provided in all cases that Greenthinking is satisfied that the copying or publication will not cause offence to or infringe the rights of any third party and provided further that Greenthinking is satisfied that such copying or publication will be of the whole of the document concerned and not of a part or selection thereof.

#### **Confidentiality**

All Proposals, reports, surveys and other documents produced or commissioned by Greenthinking will be treated by Greenthinking as confidential to the client concerned and will not be shown or passed to any third party without written permission of the client.

#### **Arbitration**

If any dispute or difference shall arise between Greenthinking and a client concerning the meaning or effect of these terms of business or of any agreement between them to which these terms apply then if the same cannot be settled amicably or by using the REAL Assurance Scheme Conciliation Service it shall be referred to the independent arbitration service. The costs of any such arbitration shall be in the discretion of the Arbitrator whose award will be considered and taken by the parties as final and binding.

#### **Law**

These terms of business and all documents, arrangements and agreements to which they apply shall be construed and have effect in accordance with the laws of England, and the client accepts the exclusive jurisdiction of the English courts.

- Where these Terms of Business are also provided in a language other than English, whilst the translation is believed to be accurate, no warranty to that effect is given, and the English language version shall prevail.