

1.

**AGENCY AGREEMENT including customer contractual agreements.**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

BETWEEN

*Eldo247 is trading name of iCare247. iCare247 Ltd Company number 03925715 registered office 15 Halls Farm Close Winchester SO22 6RE*

AND

Name \_\_\_\_\_ ("the Agent")

Address \_\_\_\_\_ Road \_\_\_\_\_

Town \_\_\_\_\_ Post Code \_\_\_\_\_

WHEREBY IT IS AGREED as follows:

## 1. Interpretation

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

## 2. Terms of Agency

**2.1** The Principal hereby appoints the Agent as the none exclusive *Agent* for the purpose of marketing, promotion, canvassing for sales of the Principal's products to customers resident or carrying on business in the Territory which the agent is happy to service, the agent also agrees to maintain the product for a monthly fee laid out in the attached schedule.

**2.2** Subject to clause 7 this Agreement shall remain in force for a minimum period 3 Months from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than 1 Months prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

**2.3** The Principal shall pay commission to the Agent in accordance with clause 3 of this Agreement.

**2.4** The Principal reserves the right to refuse any orders for the products on any grounds but if the Agent so requests, the Principal shall supply the Agent with reasons for such refusal.

**2.5** Nothing in this Agreement or otherwise shall make the Agent an employee of the Principal.

**2.6** This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

### 3. Commission

**3.1** During the period of this Agreement the Agent shall be paid commission in accordance with the relevant percentage or percentages set out in the Schedule to this Agreement such percentages to be calculated on the net invoice price of all products sold to customers in the Territory as a result of orders received from the Agent after deduction of all taxes, levies or other deductions of any kind which may be made from the commission or required to be paid by either party in respect of such commission.

**3.2** Commission will be paid in respect of each order accepted by the Principal at the end of 1 Month following the month in which the Principal accepts that order and which is not subsequently cancelled either by the customer or the Principal. Any such cancellations will not affect the commission payable if such cancellation has occurred because of the default or negligence of the Principal.

**3.3** The Principal will provide to the Agent a three monthly statement of commission due to them and no later than the end of the month following the preceding period.

**3.4** Should the Principal deal directly or through another agent with a customer generated by the Agent then the Agent will be entitled to a reduced commission of 10 % in place of the normal commission on the transaction payable in accordance with this clause 3.

**3.5** Following termination of this Agreement in accordance with clause 2.2 and clause 7 the Agent shall be entitled to commission on all orders which reach the Agent or the Principal prior to the date of termination and on all orders arising from the Agent's efforts prior to the termination and which have concluded prior to the date of termination. No maintenance agreement payments shall be made post the termination date. These will be applied to a replacement agent. Return of the deposit will follow the final settlement.

**3.6** Unless otherwise agreed the Agent shall not be entitled to reimbursement by the Principal of any out of pocket expenses incurred by the Agent in connection with his duties and responsibilities under this Agreement, including travel, phone or other expense.

**3.7** The Agent or his authorised representative shall be entitled, on giving reasonable prior notice to the Principal to inspect the books of account of the Principal and all other such records or documents necessary to check the amount of commission due to the Agent. The Agent shall keep all such information obtained strictly confidential. This is in addition to the regular 3 month statement provided by email to the agent

#### **3.8 Successors and Assigns of Parties**

This Agreement shall be binding upon and to the benefit of the executors, personal representatives, heirs, devisees, legatees, successors. It is not possible to assign this agreement to another person. When a person is unable to fulfil their activity as an Agent and notice is given this Agents agreement will cease.

### 4. Duties and Responsibilities of the Agent

#### Agents Obligations

**4.1** The Agent shall promote the interest, name, reputation of the Company and shall use their best endeavours to sell the Products within their Territory by ensuring constant touch is maintained with all possible users, specifiers, contractors of the Products within the Territory.

- 4.2** The Agent shall keep appropriate records to fulfil the obligations of the Agent and shall at all reasonable times permit representatives of the Company to visit existing and potential customers within the Territory.
- 4.3** The Agent shall use their best endeavours to keep the Company fully and promptly informed of the activities of competitors in the Territory for goods similar to the Products of the Company.
- 4.4** The agent shall collect the sales money for product either through DD, credit card sales, cheque or cash and ensure in the case of cash and cheque the monies are deposited into the account of Icare247.
- 4.5** The agent shall sign up a Direct Debit on the web site of Icare247 for the collection of the 4 weekly maintenance agreement paid for in advance by the customer.
- 4.6** The agent when asked to do so by the customer or Icare247 should visit the customer to resolve any technical, guarantee, payment issues concerning the products.
- 4.7** Competition The Agent shall not: Advertise nor in any way solicit orders for the Products outside the Territory they are willing to service, Sell or negotiate for the sale of goods of other manufacture that may in any way compete with the Products except in special cases authorised in writing by the Company

## **5. Duties and Responsibilities of the Principal**

- 5.1 The Company shall provide all practicable advice in connection with the sale, installation and use of its Products.
- 5.2 The company shall provide reasonable training of the Agent.
- 5.3 The Company shall supply the Agent from time to time as circumstances may require reasonable quantities of the Company's standard advertising material relating to the products as may be issued by the Company. The Agent shall be responsible for keeping this material in good condition and disseminating it as may be required.
- 5.4 Conditions of Tendering. The Company shall be responsible for and at the request of the Agent prepare and submit tenders to multiple or bulk customers and at the price determined by the Company in compliance with the Terms and Conditions of Icare247 sales. Commission for bulk orders will be at a reduced product rate of 15% above the wholesale rate.
- 5.5 The Company shall be responsible for the supply of Products for delivery to the agent or in the case of bulk purchase directly to the organizations buying the product.
- 5.6 The Company may supply independently to third parties within or outside the territory with any of the Products for use with or in other manufacturers' equipment which may subsequently be delivered to the Territory. The Company shall not be required to exercise any control over the selling arrangements by the above mentioned manufacturers. Such transactions are excluded from the scope and operation of this Agreement.
- 5.7 The Company reserves the right at its absolute discretion to refuse to execute any proposed contract or order transmitted by the Agent the conditions of which in its opinion are not acceptable to the Company

## **6. Anti-Bribery Compliance**

Please see company anti Bribery policy

## **7. Termination**

- (a) This Agreement can be terminated by either party upon giving a thirty (30) day's written notice of termination to the other party.
- (b) The Company may terminate this Agreement in the event of the Agent's breach of contract, insolvency, bankruptcy, liquidation, death, or disability of the Agent
- (c) The Agent may terminate this Agreement if the Agent becomes bankrupt or commits a material breach of the Agreement.
- (d) The agent agreement will be terminate if the agent fails to sell 1 base station units within a rolling 3 month period or fails to service a installed system for which they are receiving maintenance fees on request see section 4 duties and responsibilities of the agent.

## 8. Compensation & Indemnity

- Indemnification  
Either party agrees to hold harmless and to indemnify the other against all costs, claims or demands that may be made against it arising from the negligence of any kind by such party in connection with this Agreement.
- Limitation Of Liability  
IN NO EVENT SHALL THE PARTIES HAVE ANY LIABILITY TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION THIS AGREEMENT OR WITH ANY SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Limited third party liability  
Icare247 will have limited third party liability for third party claims against damage caused by its products when installed in a customer's house by the agent.  
An agent can take out personal additional insurance if they require

## 9. Force Majeure

“Force Majeure” means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any typhoon, Earth quake, volcano eruption, flood or other form of natural catastrophe or Act of God; any strike, lock-out or other form of industrial action; any acts, restrictions, regulations, By-laws, prohibitions, requisitions or measures of any kind on the part of any Governmental, parliamentary or local authority; and any war, civil commotion, insurrection, embargo or other acts of third parties);

Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

If the Force Majeure in question prevails for a continuous period of six (6) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and equitable.

## 10. Notices

All notices, correspondence, writings, statements or other communication required or permitted to be given hereunder by either of the parties to the other of them shall be given, made or communicated, as the case may be, by personally delivering the same, by telex, telegram or electronic facsimile transfer, email with return receipt or by registered or certified mail, first-class, postage prepaid, return receipt requested, addressed to the recipient as follows:

## 11. General

### 1. Intellectual Property

Subject to the terms of this Agreement, Agent acknowledges and agrees that all copyrights, trademarks and service marks and rights in the name of or licensed to Company shall be and remain the sole and complete property of Company and the Agent shall not at any time acquire or claim any right, title or interest of any nature in any such copyright, trademark or service mark by virtue of this Agreement.

### 2. Amendments

This Agreement contains the entire agreement between the parties hereto. It supersedes any prior agreement. This Agreement cannot be cancelled, altered, modified, amended, or waived in part or in full in any way except by an instrument in writing signed by both parties

### 3. Resolution of Disputes

Any claim or dispute arising in connection with this Agreement which is not settled amicably by Company and Agent within 60 days of notice thereof first being given by either Party to the other shall be decided exclusively by the courts of England.

## 12. Jurisdiction

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

*Name Mervyn Suffield  
Director Icare247*

Signature: \_\_\_\_\_

*[Agent Name]  
[Agents Address]*

Signature: \_\_\_\_\_

## Schedule

### **Products**

The Agent will market, promote and canvass for sales for the following products:

*Basic Eldo247 Pack, Luxury Eldo247 Pack and other items on the sales list produced by Eldo247 Ltd*

### **Territory**

The geographical area of the customer base of the Agent will be:

*UK based in and around ..... An agent must be willing to service the equipment in a person's own home.*

### **Commission**

The Agent will be entitled to the difference between the whole sale price and retail price of products. This price is normally 30% of the wholesale price. Commission is paid net of VAT as most supplies are zero rated for these products to people who meet the VAT exempt requirements.

### **Targets**

The Agent will meet the following minimum targets for the territory, averaging leads generating orders to the value of 1 base stations within any rolling 3 month period

## SCHEDULE "A" The Products

### **Standard set** including

- Base Station
- Wrist call button
- One movement sensor
- One accelerometer for fridge door.
- Speaker phone

### **Luxury set** including

- Base Station
- Wrist call button
- Two movement sensor
- One accelerometer for fridge door.
- One smoke detector
- One Flood sensor
- 2 Speaker Phone

## Additional equipment.

- Watch alarm button
- Extra movement sensor
- Extra accelerometer
- Smoke detector
- Flood detector
- Door opener detector
- Speaker phone extension

## Blue tooth equipment

- Blood Pressure machine
- Weighing scales
- Blood glucose machine

## SCHEDULE 'B' The Territory

Agent: An agent does not have any particular territory or any exclusivity to that territory. An agent who signs up a customer must be willing to visit the customer for installation and maintenance. The agent therefore must take on only customers within a reasonable travelling distance of their base or home. An agent can only sell and service the customers personally. The agent acts on behalf of Principle who determines prices, contracts etc. An agent cannot sell the business or give the business to a third party. Once the agent has terminated their contract the business becomes the asset of the franchisee in the post code area. If there is no franchisee then the Principle can allocate the customers to another agent.

Franchisee: A Franchisee takes on a territory which is normally post code driven. They run their own business purchasing products at wholesale prices and selling or renting product to customers directly. The price of the sale can be discounted by the franchisee. The Franchisee also acts as an agent for Icare247 who are responsible for maintaining the software with related features. For this the franchisee receives 20% of the maintenance contract but must respond to repairs under guarantee, sort out maintenance payments queries, and other requests from time to time from the customer or Icare247. A Franchisee owns the business and can pass on/sell the business to a third party or give up the business to Icare247 for a nominal sum of one UK Pound. A franchisee has the right to be aware of the agents working in their area.

## **SCHEDULE 'C' Terms and Conditions of Trading**

TERMS AND CONDITIONS OF Icare247 COMPANY OWNERS OF ELDO247 COMPANY

### APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all supplies of goods and/or services or any part of either of them provided to the customer unless otherwise agreed in writing by a duly authorised representative of Icare247 Ltd.

#### 1. WRITTEN QUOTATIONS FOR BUSINESS/BULK CUSTOMERS

##### 1.1

Any quotation given by an Icare247 will only be binding if given in writing by post or by email on an Icare247 notepaper (by a duly authorised representative of Icare247 Company) and the quotation has not expired. A written quotation will be based on samples and materials provided and on the basis of instructions given by the Customer. Icare247 Company reserves the right to amend any quotation given to reflect any incomplete, inaccurate or changed instructions or samples or materials given by the Customer. Any verbal quotation is an estimate only and will not be binding unless and until confirmed by Icare247 Company in writing.

Any quotation is valid for a period of 14 days only from its date of issue by an Icare247 Company, (provided that an Icare247 has not previously withdrawn it and subject to the provisions of condition 3 below) and shall be deemed to be an offer by an Icare247 Company to provide goods and/or services upon these terms and conditions to the Customer. Any order made in respect of a written quotation shall be deemed to be an acceptance of the offer set out in that written quotation by the Customer.

##### 1.2

The Customer must ensure that any quotation it wishes to accept, its order and any applicable specification are complete and accurate. The quantity and description of the goods or services shall be as set out in an Icare247 Company's written quotation or the Customer's order as accepted.

##### 1.3

(i) Subject to condition 5.1 a Business Customer may not cancel an order with Icare247 Company has accepted except with the agreement in writing from Icare247 and any Customer cancelling any order hereby agrees to indemnify an Icare247 Company in full

against all losses (including loss of profits), costs (including the costs of all labour and material used until the date of cancellation), damages, charges and expenses incurred by an Icare247 as a result of the cancellation.

(ii) Icare247 may cancel an order at any time prior to delivery upon notice to the Customer whereupon a refund of any monies paid for the relevant goods and/or services will be promptly made.

#### 1.4

All quotations are given and all orders accepted subject to Icare247 Conditions of Sale and no others. These conditions, which supersede any earlier sets of conditions appearing in Icare247 documents website or elsewhere, shall override any other terms or conditions stipulated or incorporated or referred to by the Customer, whether in the order or in any negotiations.

#### 1.5

The Customer acknowledges that there are no representations outside these conditions which have induced the Customer into this contract and these conditions and the terms of the quotation constitute the entire understanding between the parties, and supersede all previous agreements between the parties.

#### 1.6

Any modification of these conditions is ineffective unless made by an express written agreement between the parties

## 2. SPECIFICATIONS

#### 2.1

All specifications, performances and particular of installation submitted with the quotation or on advertising are approximate only, and the descriptions and illustrations contained in Icare247, price lists and other advertising material are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract.

#### 2.2

Performance: Icare247 cannot be held liable for a failure of third party communications equipment to transmit data or for failure of equipment outside of its reasonable control. In particular for the failure of alarm signalling due to software, transmission or equipment failure.

#### 2.3

Failure of software to perform the function as advertised cannot be held as the liability of Icare247 unless it is by reason of deliberate failure.

## 3. PRICE

#### 3.1

The price payable will be as stated in an Icare247 written quotation or as advertised on its web site on a particular day of purchase.

#### 3.2

The price payable (unless specifically stated otherwise) is exclusive of

- (i) Any costs of packaging and carriage of goods; and
- (ii) Any value added tax or other applicable sales tax or duty; which shall be added to the sum in question.

## 4. PRICE VARIATIONS

### 4.1

If there is any increase or decrease in the cost to Icare247 in providing/fulfilling the order due to:

- (i) Any factor beyond the reasonable control of an Icare247, this includes (without limitation) increase in the cost of materials and other production cost;
- (ii) Any change in delivery, dates, quantities or specifications for the Order requested by the Customer;
- (iii) Any delay caused by any instructions of the customer or failure of the customer to give an Icare247 adequate information or instructions;
- (iv) Any corrections, amendments and alteration in style or content to material provided by the Customer, other than typographical errors of an Icare247, and for additional proofs necessitated thereby;
- (v) Additional costs incurred as a result of materials provided by the Customer proving unsuitable; the price/quotation shall be recalculated to take account of the resulting increased or decreased cost of meeting/fulfilling the order.

### 4.2

Notwithstanding the provisions of condition 3(A) above: the relevant price/quotation shall only be adjusted upwards if, before an Icare247 has incurred the additional cost, it has notified the Customer in writing of such increase and the Customer has agreed to the increase in writing. If the parties are then unable to agree any such increase to the price then the order shall be cancelled and an Icare247 shall be entitled to invoice the Customer for all works services or supplies carried out and/or made before the date of such cancellation.

## 5. SPECIFICATION AND ERRORS

### 5.1

Specifications are available for the Customer's approval on request. No Responsibility or liability will be accepted by an Icare247 for:

- (i) Any errors not corrected by the Customer after inspecting the specifications, quotation or where the Customer declines to make such request; or
- (ii) Any work for which the Customer has given instructions which requires or allows an Icare247 to exercise a choice

## 6. DELIVERY, PAYMENT AND RISK

### 6.1

Any dates specified by an Icare247 for delivery of the goods or performance of the services are approximate only and may not be made of the essence unless specifically agreed by an Icare247 as such in writing. If no dates are specified, delivery will be within a reasonable time.

### 6.2

#### Exchange Rates

Where the price for the goods/services are quoted as payable in a currency other than GB Pound Sterling that price is only valid for 5 (Five) Working Days unless otherwise stated on the quote. Icare247 will quote in UK Pound sterling and accept pound sterling or Euros.

## 7. NON DELIVERY

In the event that an Icare247 is prevented from delivery any of the goods by reason of the Customer's instructions or lack of instructions, or by strikes, lock-outs, industrial disputes, fires, accident, adverse weather conditions, defective materials or non-delivery by a third party, shortage of fuel, default by any sub-contractor, inability to obtain materials, embargo or any cause whatsoever beyond the Customer's control, whether existing at an Icare247 works or elsewhere then the delivery period shall be extended by such period as is reasonable in all the circumstances of the case and the estimated delivery date for such goods shall be recalculated accordingly. In no circumstances shall Icare247 be liable to compensate the Customer in damages or otherwise, for non-delivery or late delivery of the goods or any part of them or any loss, consequential or economic, arising thereof.

## 8 WARRANTY

### 8.1

The normal guarantee for all goods supplied by Icare247 is 18 months from when they leave the warehouse. Goods which are held by third parties agents or franchisees, those out for rent or those resold by franchisees, the date of guarantee is the date when they left the warehouse.

Where an Icare247 or related company is not the manufacturer of the goods ordered or provider of the ordered services Icare247 will endeavour to transfer to the Customer the benefit of any warranty or guarantee to an Icare247 normally two years from leaving our warehouse.

### 8.2

Goods which failure due to manufactures fault within the 18 month period will be replaced free of charge

### 8.3

Icare247 warrants that (subject to the other provisions of these terms and conditions) upon delivery:

- (i) Any goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and
- (ii) Any services will be performed in accordance with the written with instruction using reasonable care and diligence.

### 8.4

Upon delivery the Customer shall be required to check the goods and/or services immediately for any immediately apparent defects. Icare247 shall not be liable for a breach of the warranty in condition 6.1 unless the Customer gives written notice of any apparent defect to Icare247 within 7 days of the date of delivery and Icare247 is given a reasonable opportunity after receiving the notice of examining such goods and the Customer (if asked to do so by Agent or Franchisee) returns such goods to Icare247 place of business for the examination to take place there.

### 8.5

If the Customer makes a valid claim against Icare247 based on a defect in the quality of goods, Icare247 shall at its option repair or replace such goods (or the defective part), or refund the price of such goods. Icare247 complies with this condition it shall have no further

liability for a breach of warranty in condition 8.2 and 8.3 in respect of the quality of such goods.

8.6

(i) to the maximum extent permissible in law, all conditions and warranties which are implied by statute or otherwise by general law into this contract in relation to goods or services or supplies are hereby excluded;

(ii) Icare247 shall not be liable to the Customer by reason of any representations (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 indirect, special or consequential loss or damage (whether for loss of profit or otherwise), cost, expenses or other claim for compensation whatsoever (whether caused by Icare247 negligence or otherwise) which arise out of or in connection with the supply of goods or services or supplies.

8.7

Nothing in these conditions excludes, or attempts to exclude, Icare247 liability in respect of death or personal injury caused by an Icare247 negligence.

8.8

The total liability of an Icare247 to the Customer in contract, tort (including negligence or breach of statutory duty), statute or otherwise (other than for death or personal injury arising due to the negligence of Icare247, its employees, franchisees or agents), in connection with the performance or contemplated performance of the order shall be Company for business Customers to the price quoted.

## 9. CUSTOMER'S OWN MATERIALS

9.1

Icare247 may reject any unsuitable materials (including without limitation goods supplied or specified by the customer, and Icare247 reserves the right to refuse to undertake any works, services or supplies which infringes or appears to infringe the copyright or other intellectual property rights of any third party or which in its opinion contains any material which is in any way unlawful.

9.2

Any Customer's materials supplied to Icare247 to use remain at the Customer's risk and Icare247 accepts no liability for damage, destruction or loss thereof. In the case of Consumer customers, Icare247 agree to take reasonable care of such materials while the same are in their possession although it is the responsibility of the Customer to ensure that such items are covered by their own insurance.

9.3

Icare247 shall have a lien over any materials supplied to it by the Customer against payment of all monies due to it by the Customer from time to time and shall be entitled (if any sum is not paid on the due date) to dispose of such property as Icare247 shall in its discretion think appropriate towards settlement of the sums due, subject to reasonable notice having been given to the customer of their intention to dispose of such property.

## 10. PERFORMANCE

10.1

Icare247 shall accept no liability for failure to attain any performance figures quoted by Icare247 unless Icare247 has specifically guaranteed them.

## 10.2

The information contained in an Icare247 data sheets, sales catalogues and other technical circulars is intended only to give a general indication of products or services described and, unless specifically agreed to the contrary in writing by Icare247, no representation particulars or statement contained therein shall form part of the contract. Icare247 reserves the right to alter, without notice, the specification, design or condition of supply of all its products and services.

## 11. IMPORTANT

## 11.1

Subject to the other provisions of these conditions Icare247 shall have no liability to the Customer for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods and/or provision of the services.

## 11.2

Any delay or failure in delivery or performance will not entitle the Customer to cancel the order unless and until the Customer, has given 7 day's written notice to Icare247 requiring delivery or performance to be made within a reasonable period (and in the case of consumer customers if they have given reasonable notice to Icare247 requiring delivery or performance to be made within a reasonable period) and Icare247 representative has not fulfilled the delivery or performed within that period. If the Customer cancels the order in accordance with this conditions in this document then

- (i) Icare247 or franchisee will refund to the Customer any sums which the Customer has paid to Icare247 in respect of that order (or part of order) which has been cancelled; and
- (ii) the Customer will be under no liability to make any further payments under condition in respect of the order (or part of order) which has been cancelled.

## 11.3

If the Customer fails to take delivery of goods when they are ready for delivery or to provide any instructions, documents or authorisations required to enable the goods to be delivered on time (except where Icare247 is at fault) risk in goods will pass to the Customer and the Customer hereby agrees to fully insure the same, the goods will be deemed to be delivered and (without prejudice to its other rights) Icare247 Company may store or arrange for the storage of the good until actual delivery and charge the Customer for all related costs and expenses (including, without limitation, storage and insurance) it incurs.

## 11.4

Icare247 may invoice the Customer:

- (i) For goods provided when or at any time after notifying the Customer that the goods are ready for delivery;
- (ii) For services provided on or at any time after performance of the services or there commencement;
- (iii) Notwithstanding the provisions in conditions, in the event that an order is suspended or delayed as a result of any act or omission on the part of the Customer for a period in excess of thirty days, for any part of the order which has been processed/delivered and/or performed.

## 11.5

Our standard terms of business for an approved credit account customer, is net 30 days from date of invoice and applies to all credit accounts unless otherwise agreed in writing. Payment for non-credit customers is by pro-forma invoice prior to delivery or provision of service

unless otherwise agreed in writing. All individual customers are required to make full payment prior to installation as per their quote in order to maintain full independence and integrity of the testing process as required by our accreditation bodies. Time of payment shall be of the essence.

#### 11.6

Icare247 may deliver goods in separate instalments and/or perform any services in stages. Each separate instalment or stage shall be invoiced and paid for in accordance with the provisions of these terms and conditions. Each instalment or stage shall be a separate contract and no cancellation or termination of any one contract relating to an instalment or stage shall entitle the customer to repudiate or cancel any other contract, instalment or stage.

#### 11.7

All sums payable to Icare247 under any order shall become due immediately upon termination/cancellation of the order.

#### 11.8

All payments to be made by the Customer under the order shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

#### 11.9

If the Customer fails to make any payment when payment is due then without prejudice to any other right or remedy available to Icare247, Icare247 Company shall be entitled to:

- (i) cancel the order or suspend any performance of the order;
- (ii) appropriate any payment made by the Customer as Icare247 may think fit (notwithstanding any purported appropriation by the Customer);
- (iii) charge the Customer with all costs and expenses involved in collecting the overdue payment together with interest (both before and after any judgement) on the amount unpaid at the rate of 8% above Bank of England base rate or such higher rate as provided for by legislation from the due date until payment in full is made (applied monthly with any part month being treated as a full month for the purpose of calculating interest).
- (iv) Where maintenance charge are not paid one month's grace will be given to enable alternative payments to start again after which failure to pay will result in termination of the contract.

#### 11.10

Legal title in the Good shall not pass to the customer until Icare247 receives payment in full (in cash or cleared funds) of all sums whether in respect of the goods, services or otherwise due owing or incurred including VAT. Until legal title passes the customer shall hold the goods on a fiduciary basis as an Icare247 bailee and shall store the goods (at no cost to Icare247) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Icare247 property. Where the Customer's right to possession has terminated the Customer grants Icare247, its agents, franchisee and employees and irrevocable licence at any time to enter any premises where the goods are or may be stored to recover them. On termination of the contract, how so ever caused, Icare247 (but not Customer's) rights contained in this condition 4 shall remain in effect.

## 12. TERMINATION

## 12.1

If the Customer is in breach of any of its obligations under these terms and conditions then an Icare247 may without prejudice to any of its other rights immediately suspend the performance of any order placed by the Customer and shall be entitled to change the Customer, and the Customer shall immediately become liable to pay, for any works, services and supplies already carried out (whether completed or not) including the cost of any materials purchased on behalf of the Customer.

## 12.2

If a customer ceases to pay the maintenance agreement they are deemed to be in breach. One month's grace period for maintenance contract will be given after which if non-payment the service will be turned off but the amount will become liable to the person ordering and paying for the service or in the case of death their estate.

## 12.3

In the case of rental payments being stopped the full rental period remaining is liable and the goods should be returned at the end of the rental period to the agent or franchisee. Failure to return the goods within 4 working weeks will require the full payment of the goods at the full market price to be paid by the person setting up the service or in the case of death their estate.

## 12.4

Termination of an agent takes place with an agent given written notice or by email from their personal email account. Termination of an Agent can also be given by a breach of the agent's terms and conditions. This will be given by email to their registered email address or in writing to their recorded home address. Fees earned to date will be paid but no recompense for loss of income will be given.

## 12.5

Termination by a franchisee can be given to Icare247. Upon receipt of written termination to Icare247 the franchisee will receive earnings up to the termination date but no recompense, fees, compensation will be paid to the franchisee. The franchisee is of course free to give or sell the franchise to a third party provided they meet the criteria for being a franchisee.

## 13. WAIVER

Failure or delay by Icare247 to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at time or times thereafter.

## 14. INDEMNITY

The Customer shall indemnify Icare247 in respect of all damage or injury occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which Icare247 may become liable in respect of the goods sold under this contract in the event that the damage or injury shall have been occasioned by the negligence of Icare247 or its servants or agents.

## 15. LIMITATIONS OF LIABILITY

Icare247 total liability for damage to the Customer's property, third party liability howsoever caused, shall not exceed £1,000,000 or the contract price, whichever is the greater.

#### 16. ILLEGALITY AND SEVERANCE

If any provision of these terms and conditions is held by a competent authority to be invalid or unenforceable in whole or in part then that provision shall, to the extent required, be severed from the order and shall be ineffective without as far as possible modifying any other provision or part of the order and this shall not affect any other provisions of the order which shall so far as is reasonably possible remain in force and effect.

#### 17. ENTIRE AGREEMENT

These provisions constitute the entire agreement between Icare247 and the Customer, agent, franchisee and replace all prior agreements, understandings, statements and communications between Icare247 and the Customer.

#### 18. FORCE MAJEURE

Icare247 will make every effort to carry out the Customer's instructions and the order but shall be under no liability if unable to carry out any provision of the order for any reason beyond Icare247 reasonable control (without limiting the foregoing) including the inability to secure labour, materials or supplies, breakdown of machinery, or as a result of the Act of God, war, labour dispute, fire, flood, drought, legislation, failure of power supply or any other cause beyond Icare247 reasonable control. During the continuance of such instance of Force Majeure the Customer may by notice in writing to Icare247 elect to terminate the order and pay for works, services and/or supplies provided or used up to such notice but subject thereto shall otherwise accept delivery when available.

#### 19. SUB-CONTRACTING

Icare247 may assign, licence or subcontract all or any part of its rights or obligations under the order.

#### 20. GOVERNING LAW

The formation, existence, construction, performance, validity and all aspects whatsoever of the order or of any term of the contract shall be governed by English Law. The English Courts shall have nonexclusive jurisdiction to settle any disputes which may arise out of or in connection the order