

Terms and Conditions for Supply of Advice Services

Please see below information which applies if you receive advice services from the Consumer Council.

Terms and Conditions for Supply of Advice Services

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

“Advice Services” means such advice, guidance, materials and training as the CC may provide from time to time, including services which are incidental or ancillary to such advice, guidance, materials or training.

“CC” means the Consumer Council for Northern Ireland, a non-departmental public body established through the General CC (Northern Ireland) Order 1984 whose registered office is at Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN.

“Commission Fee” means the commission fee payable to the Recipient by the CC for the Commission Services, as set out in clause 3.4.4

“Commission Services” has the meaning given in clause 3.4

"Intellectual Property Rights" means copyright and related rights, moral rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Recipient” means the recipient of the Advice Services from the CC on the terms set out in this Agreement.

"VAT" means value added tax chargeable in the UK.

2. Commencement, duration and basis of contract

2.1 This Agreement shall commence on the date when the Recipient agrees in writing to accept the Advice Services from the CC and shall continue unless and until it is terminated accordance with clause 7.

2.2 These terms and conditions apply to the Agreement to the exclusion of any other terms that the Recipient seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Obligations of the parties

3.1 The CC shall use reasonable endeavours to supply the Advice Services in accordance with this Agreement.

3.2 The Recipient shall co-operate with the CC in all matters relating to the Advice Services.

3.3 The Recipient acknowledges that:

3.3.1 the CC will make every effort to ensure that the Advice Services are accurate, complete and up-to-date but makes no representations, warranties or guarantees, whether express or implied, that this is the case; and

3.3.2 any reliance it places on the Advice Services is entirely at its own risk.

3.4 Where the Recipient is providing education and training to its consumers on behalf of the CC (the "Commission Services"):

3.4.1 the Recipient shall provide the Commission Services and shall do so throughout the term of this Agreement with the highest level of care, skill and diligence in accordance with best practice in the Recipient's industry, profession or trade;

3.4.2 the CC shall pay the Commission Fee to the Recipient;

3.4.3 the Recipient shall invoice the CC within 30 days of the date of this Agreement for the Commission Fee; and

3.4.4 the CC shall pay each invoice submitted to it by the Recipient within 30 days of receipt to a bank account nominated in writing by the Recipient from time to time.

3.5 Any Commission Fee payable pursuant to this Agreement shall be such sum as may be agreed by the parties (exclusive of VAT), and the CC shall pay in addition an amount equal to any VAT chargeable on this sum on delivery of a VAT invoice.

3.6 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Recipient, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

4. Intellectual property rights

4.1 The CC and shall retain ownership of all Intellectual Property Rights in any materials (the "Materials") provided to the Recipient as part of the Advice Services.

4.2 The CC grants the Recipient a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Materials for the purpose of receiving and using the Advice Services and providing any Commission Services. The Recipient shall not sub-license, assign or otherwise transfer the rights granted in this clause 4.1

5. Confidentiality

5.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.2 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

6. Limitation of liability

6.1 References to liability in this clause 6 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

6.2 Nothing in this Agreement limits any liability which cannot legally be limited.

6.3 Subject to clause 6.2

6.3.1 the CC's total liability to the Recipient for any loss or damage which is not excluded pursuant to clause 6.3.2 shall not exceed, as applicable:

(a) the amount of any Commission Fee paid to the Recipient by the CC; or

(b) where no Commission Fee is payable under this Agreement, £500 (five hundred pounds sterling); and

6.3.2 the CC shall not be liable to the Recipient for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or indirect or consequential loss.

6.4 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

6.5 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving fourteen days' written notice to the affected party.

7. Termination

7.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement:

7.1.1 with immediate effect by giving written notice to the other party if the other party:

(a) commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified in writing to do so;

(b) takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Schedule A1 of the Insolvency (Northern Ireland) Act 1989, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause (b); or

(c) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

7.1.2 on giving not less than one month's written notice to the other party.

7.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement

which existed at or before the date of termination or expiry.

8. General

8.1 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 1, clause 4, clause 5, clause 6 and this clause 8.

8.2 This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

8.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

8.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

8.5 This Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

8.6 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8.7 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland, and each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.