



Farfields IoT Ltd
133 The Nettlefolds
Telford TF1 5PG
UK
+44 (0)7877 968305
john@farfields.net

Terms and Conditions

The following terms and conditions apply to all business relationships with Farfields IoT unless otherwise stated in a contract agreement with that client, customer or business partner.

Appointment

Farfields IoT Ltd (the Company), and its staff including John McDermott or nominated contractors, will provide the agreed services upon acceptance of a written quotation.

Acceptance is given by the client in written, email or verbal communication. Confirmation of such appointment will be provided by the Company.

Instructions

Activity provided to the client will be as described in a provided Quotation of Services.

Additional activity will also be undertaken as requested by the client. Where such additional activity amounts to a material change to the quoted service, the client will be requested to agree to such addition.

Services

Services provided will be as described in the provided quotation, or as additionally agreed between the client and the Company.

Representation and Agency

The Company does not act as representative or agent for the client without explicit permission and instruction.

The client will not provide representation or agency for the Company without explicit permission and instruction.

Status of Employment

The Company is only contracted as an independent contractor and is not an employee of the client.

If the client makes an offer of employment that is accepted, any contract for services will be terminated immediately on the date of acceptance of such offer of employment.

Fees and Invoices

Invoices will be provided at the end of each calendar month, with payment due within 30 calendar days.

Unless otherwise agreed services will be provided at a fixed hourly rate as specified to the client.

Incidental expenses incurred during the course of providing services will be invoiced to the client at cost. Travel expenses to the client or other specified premises will be invoiced at cost or mileage rate as specified by HMRC.

The supply of goods and services from third parties will be invoiced with a 10% surcharge.

Confidentiality

During the period of the assignment and thereafter, the Company will not disclose information concerning the client's business, project, or similar, unless as required for or incidental to the performance of the agreed assignment.

Exception to this will be as required by law.

Intellectual Property

The client is obliged to bring to the attention of the Company any intellectual property of the client. The Company agrees that all intellectual property produced for the client shall be and remain the property of the client. Such intellectual property includes but is not limited to formulae, processes, systems, records, methods, products, financial information, client and potential client lists, computer software, company structure, manuals or operations.

Pre-existing intellectual property of the Company, prior knowledge, document templates, public information and designs with public/open licences provided by or used in the provision of services to the client are agreed as not becoming the property of the client. The client will make suitable enquiries to ascertain ownership to avoid dispute.

Warranties and Liability

Services provided by the Company expressly exclude any warranty, liability or undertaking whether express, implied, statutory or similar, to the extent permitted by law.

Any liability found will be limited in damages to the value of the services provided to the client.

Indemnity

The client will indemnify the Company for any liability, loss, damage, cost and expense that the Company may incur during the provision of agreed services as a result of the action or inaction of the client.

Termination

For a contract based on an agreed fixed price quotation the client may terminate the assignment at any time without notice. The client will be required to pay all fees and expenses incurred up to the end of the day of the date of termination.

For an ongoing contract with monthly invoices the client may terminate the assignment with a notice of one week. The client will be required to pay all fees and expenses incurred up to the end of the notice period.

Governance

This contract is governed by the laws of England and Wales. Any legal remedy will be at a recognised court of England and Wales.

Any dispute, disagreement or objection to the performance of services must be notified within seven days, with explanation of the disagreement and required remedy. Unresolved disagreements will be referred to an independent arbitrator by both parties for resolution prior to court action. The arbitrator must be a member of Chartered Institute of Arbitrators <https://www.ciarb.org/>

Date: 31/10/2023