**Chargrace Soils Terms of use**

These terms along with the contents of service provision agreement form the basis of our ongoing relationship with you (“Terms”). Where we supply a written service provision agreement, then in the event of a conflict between that agreement and these terms, the service provision agreement will prevail.

Subject to the paragraph above, these terms apply until varied or replaced with new terms from time to time. We will post a copy of any revised terms on our website with the date they were varied, and notify you when you next make an enquiry for our services by sending you the updated terms. The website notice will be adequate notice of the amendments for services you request after the date on which our terms are changed. Only changes to the Terms agreed by us will be valid.

1. **Confidentiality**

This confidentiality clause shall survive termination or expiry of this agreement.

Any confidential information we exchange with each other (“Confidential Information”) shall be kept secret, safeguarded and not divulged by either party. We agree to take all reasonable security precautions in the safekeeping of the Confidential Information. The Confidential Information is provided exclusively for the purpose of the Service and should not be used in any other way. Any Confidentiality Agreement signed between us will continue in force as if it was part of this clause.

Notwithstanding the above, we shall be entitled to divulge the Confidential Information to a subcontractor for the purpose of providing the Service, provided that such contractor has entered into a confidentiality agreement with us.

1. **Intellectual property rights**

For the purpose of these Terms Intellectual Property Rights or IPR means any rights including copyright, trade mark, patents, designs, know how or other confidential information whether existing or created in the course of providing the Service. All IPR owned by us and created or supplied to you by us in the course of providing the Service will belong to us.

1. **Limitation of liability**

We shall not be liable to you for any loss of revenue, goodwill, opportunity or business, whether direct or indirect arising from the Service. This shall apply even where such a loss was reasonably foreseeable or we had been made aware of the possibility of your incurring such a loss.

1. **Sub-contractors**

We reserve the right to assign certain aspects of the work to subcontractors to ensure appropriate skills, and on-time completion. We will only use industry recognized professionals and agree to accept full responsibility for the Service even if subcontractors have been involved.

1. **Term and termination**

Unless otherwise terminated in accordance with these Terms, our agreement with you in respect of a particular piece of work shall continue until the later of payment of all monies owed to us by you or your acceptance of our work. Upon termination or expiry of these Terms all money due to us in respect of work already completed shall be paid within 14 days of receipt of the invoice.

Where there is a fundamental breach of this agreement either party will be entitled to terminate this agreement by written notice.

In the event that either party’s obligations to the other party under this Agreement are rendered impossible by a force beyond that party’s reasonable control (including, but not limited to, fire, flood, riot, earthquake, civil commotion, strike, lockout, labour disturbances, explosion, sabotage, accident, war, Act of God, or any law, ordinance, rule or regulation which becomes effective after the execution of this Agreement) that party shall not be liable to the other party for such delay or inability to perform its obligations pursuant to the provisions of this Agreement. In such event, the parties agree to work together in good faith to reschedule the Service. If the rescheduling of the Service is impossible, then the parties shall be released from their respective obligations.

**6. No Assignment**

This agreement is personal to You, and You may not assign Your rights or obligations to anyone.

**7. No Waiver**

Neither failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

**8. Severability**

If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

**9. Governing Law and Venue**

This Agreement will be governed by and construed in accordance with the laws of England and Wales, without regard to conflicts of law principles and without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the courts located in United Kingdom. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**10. Entire Agreement**

As stated above, the Terms and Conditions, Privacy Policy, and any additional guidelines, rules and/or disclaimers posted on the Site or on notices provided to you are incorporated into this Agreement by reference as if fully restated herein. This Agreement constitutes the entire agreement between You and Chargrace Soils governing Your use of our Web site and supersedes any prior agreements, if any, between You and Chargrace Soils relating to any matter dealt with in this Agreement. You may also be subject to additional terms that apply when You deal with advertisers or use links.