

Standard Terms and Conditions – SILONCO LIMITED

1. Silonco shall exercise reasonable skill and care in the performance of the Services.
2. We will agree the basis of our fees with you at the outset of our appointment. The fee proposal outlined is based on the use of Silonco's Standard Terms and conditions. In the event you wish to use an alternative form of appointment the fee proposal may be subject to amendment to reflect the terms and conditions of the alternative form. The final date for payment of fee instalments shall be 30 days from the date of issue by Silonco Ltd of a valid VAT invoice. If our fees remain unpaid after 60 days, we reserve the right to charge interest at the rate of 8% over Bank of England Base rate for any overdue sums.
3. Our liability shall be limited to the proportion of any of your losses, which would be just and equitable to require Silonco to pay, having regard to the extent of Silonco's responsibility for such losses in the performance or non-performance of our services, subject to item 4. below.
4. Silonco shall have no liability for loss of production, loss of profits, loss of business or any other special, indirect losses or consequential damages arising through the performance or non-performance of our services. We both accept and agree that we bear no liability to each other if we are unable to fulfil or complete our services to each other for reasons outside our reasonable control.
5. Silonco's maximum liability under our appointment in contract, tort or otherwise is £250,000.00.
6. In accordance with the requirements of the British Computer Society of Chartered Institute of Information Technology, Silonco maintains a complaint handling procedure. If you have a complaint in respect of the performance of Silonco's services you are entitled to have access to the complaints handling procedure, a written copy of which is available on request from one of the Directors of Silonco Ltd.
7. Our advice, correspondence, reports etc, whether written or verbal, are confidential but we may allow their disclosure to third parties with our prior written consent. We would, however, stress that we accept no responsibility in relation to any third parties for any of the information contained therein.
8. As specialist Computer Systems Engineers, we can offer advice based upon the experience and knowledge within our field, however, we would stress that as we are not lawyers, we are unqualified to provide legal advice and therefore you should seek direction on any relevant matters from your advisers as appropriate.
9. The Agreement between us is subject to the law of England and Wales. Any person or organisation that is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.