WellSpace Ergonomics Ltd

TERMS & CONDITIONS

Commercial Supply, Workplace Services & IT Equipment

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1. ABOUT THESE TERMS

1.1

These Terms & Conditions ("Terms") apply to the supply of goods and services by WellSpace Ergonomics Ltd ("WellSpace", "we", "us" or "our") to a business customer ("Customer", "you" or "your").

1.2

These Terms are intended for business-to-business transactions and apply to customers purchasing goods or services in the course of a trade, business, profession or other commercial activity.

1.3

These Terms may be used for commercial customers including companies, limited liability partnerships, partnerships, sole traders, charities and other organisations acting for business or organisational purposes.

1.4

These Terms do not apply to consumers acting wholly or mainly outside their trade, business, craft or profession. Where mandatory legislation applies to a particular transaction, these Terms shall be read subject to that legislation.

1.5

The contract between WellSpace and the Customer consists of the quotation or proposal issued by WellSpace, these Terms, any written specification or scope of work expressly agreed by WellSpace, and any written variation expressly agreed by both parties.

1.6

In the event of any conflict, the quotation or written specification shall take precedence only in respect of the specific commercial or technical matter expressly addressed in it. These Terms shall otherwise continue to apply.

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2. ACCEPTANCE AND FORMATION OF CONTRACT

2.1

A quotation issued by WellSpace is an invitation to the Customer to place an order and does not itself constitute acceptance of an order by WellSpace.

2.2

A contract shall be formed when WellSpace accepts the Customer's order, or when the Customer accepts a quotation, requests an invoice for the quoted goods or services, makes payment, instructs WellSpace to

proceed, or otherwise confirms its intention to proceed with the quoted goods or services, whichever occurs first, subject to any conditions stated in the quotation.

2.3

By accepting a quotation or instructing WellSpace to proceed, the Customer confirms that it has read and accepted these Terms.

2.4

Any terms contained in a Customer purchase order, procurement system, supplier portal or other document shall not override these Terms unless WellSpace has expressly agreed to those terms in writing.

2.5

A quotation is based upon the information, quantities, specifications and requirements known to WellSpace at the time it is issued. Changes to those requirements may result in revised pricing, delivery dates or scope.

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3. GOODS AND SERVICES COVERED

3.1

WellSpace may supply, where quoted, the following goods and services.

Ergonomic and workplace services:

- Display Screen Equipment (DSE) assessments;
- ergonomic workstation assessments;
- workplace ergonomic assessments;
- workstation reviews;
- ergonomic guidance and consultancy;
- workplace wellbeing and ergonomic consultancy;
- workplace assessments and recommendations;
- workstation design and planning;
- office fit-out and workstation configuration services;
- furniture relocation and workstation moves;
- delivery and installation services; and
- other workplace or ergonomic consultancy services specified in the quotation.

Workplace equipment and furniture:

- ergonomic chairs;
- office chairs;
- desks;
- sit-stand desks;
- workstations;
- monitor arms;
- monitor stands;
- keyboards;
- mice;

- footrests;
- laptop stands;
- ergonomic accessories;
- office furniture;
- DSE equipment;
- assistive workplace equipment;
- storage and related workplace products; and
- other equipment specified in the quotation.

IT and electronic equipment:

- laptops;
- desktop computers;
- monitors;
- docking stations;
- keyboards and mice;
- chargers and power supplies;
- computer peripherals;
- cables and adapters;
- other workplace IT hardware; and
- related equipment expressly identified in the quotation.

3.2

The specific goods and/or services supplied shall be those stated in the relevant quotation, order or written specification.

3.3

Product images, colours, finishes and illustrations are provided for general identification purposes only. Minor variations in colour, finish, dimensions, packaging or appearance may occur where reasonably attributable to manufacturer or supplier variations.

3.4

Where a manufacturer or supplier makes a reasonable change to a product specification, WellSpace may supply an equivalent or substantially similar product where reasonably necessary, provided the change does not materially reduce the agreed specification.

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4. QUOTATIONS AND PRICING

4.1

Unless otherwise stated, quotations are valid for 14 days from the date issued.

4.2

A quotation may be withdrawn or revised after the stated validity period.

4.3

Prices are subject to applicable VAT at the rate in force at the date of supply.

4.4

Unless expressly stated otherwise, quotations include only the goods and services specifically identified within them.

4.5

Additional work, equipment, delivery, installation, travel, storage, disposal or other services requested by the Customer after acceptance may be charged separately.

4.6

Where a quotation is based on supplier or manufacturer pricing, WellSpace reserves the right to revise the quotation before acceptance where there has been a material supplier price increase, product discontinuation or material change in availability.

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5. PROCUREMENT AND ORDERING

5.1

WellSpace operates a "No Pay, No Order" procurement policy for goods that are specifically procured for the Customer, unless WellSpace has expressly agreed credit terms in writing.

5.2

Where advance payment is required, WellSpace will not place the relevant supplier or manufacturer order until cleared funds have been received.

5.3

This applies particularly to bespoke goods, specially configured goods, non-stock goods, made-to-order goods, special-order goods, products procured specifically for the Customer, IT equipment configured or prepared specifically for the Customer, and other goods identified by WellSpace as requiring advance procurement.

5.4

The Customer is responsible for ensuring that all specifications, quantities, measurements, colours, finishes, equipment requirements and delivery details supplied to WellSpace are accurate.

5.5

Once a specifically procured or special-order product has been ordered from a manufacturer or supplier, cancellation may not be possible.

5.6

Where cancellation is accepted, the Customer shall remain responsible for reasonable costs incurred by WellSpace, including supplier cancellation charges, non-refundable procurement costs, bespoke manufacturing costs, delivery costs, restocking charges and other reasonable expenses.

5.7

Estimated lead times commence only once any required payment has cleared and the relevant supplier or manufacturer order has been placed.

5.8

Lead times are estimates unless a specific delivery date has been expressly guaranteed in writing.

5.9

WellSpace shall not be responsible for supplier, manufacturer or courier delays outside its reasonable control.

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6. PAYMENT

6.1

Unless otherwise stated in the quotation, invoices are payable within 14 days of the invoice date.

6.2

Payment shall be made by bank transfer using the payment details stated on the invoice.

6.3

Where a quotation states that payment is required in advance, WellSpace may withhold procurement, delivery, installation or commencement of services until cleared payment has been received.

6.4

Where payment is overdue, WellSpace reserves the right to charge statutory interest and applicable compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6.5

WellSpace may suspend further work, procurement, delivery, installation or services where an undisputed invoice remains overdue.

6.6

Suspension of services due to non-payment shall not remove the Customer's obligation to pay amounts already due.

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7. CANCELLATION, CHANGES AND RETURNS

7.1

A request to cancel or amend an order must be made in writing.

7.2

Cancellation or amendment before procurement may be accepted at WellSpace's discretion.

7.3

Once goods have been ordered from a supplier or manufacturer, cancellation may not be possible.

7.4

Where cancellation is accepted after procurement, the Customer shall be responsible for reasonable costs incurred as a result of the cancellation.

7.5

These costs may include supplier or manufacturer cancellation charges, bespoke manufacturing costs, delivery and collection costs, restocking charges, configuration costs, licensing costs and other reasonable costs incurred by WellSpace.

7.6

IT equipment that has been specially ordered, configured, licensed, registered, prepared or otherwise customised for the Customer may be subject to supplier or manufacturer cancellation and return conditions.

7.7

Any return of goods shall be subject to the applicable manufacturer or supplier terms and any rights that cannot lawfully be excluded.

7.8

WellSpace does not guarantee that a manufacturer or supplier will accept the return of specially ordered, bespoke, configured or non-stock goods.

7.9

Changes requested after acceptance may result in additional charges and revised delivery or completion dates.

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8. DELIVERY

8.1

Delivery shall be made to the address agreed in the quotation or subsequently confirmed in writing.

8.2

The Customer is responsible for providing accurate delivery information and ensuring that suitable access is available.

8.3

The Customer shall inform WellSpace in advance of any relevant access, parking, loading, stairs, lift, security, reception, restricted delivery times, permit or other site requirements.

8.4

Where a delivery cannot reasonably be completed because of circumstances attributable to the Customer, WellSpace may charge reasonable additional delivery, waiting, storage or attendance costs.

8.5

Unless expressly included in the quotation, delivery does not include disposal of existing furniture or equipment.

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9. INSTALLATION, ASSEMBLY AND WORKPLACE MOVES

9.1

Where installation is included, WellSpace's standard installation service consists of physical delivery, assembly, installation, positioning and adjustment of the quoted equipment.

9.2

Unless expressly included in the quotation, installation does not include electrical installation, building works, plumbing, specialist lifting, structural alterations, removal of fixed installations, disposal of existing furniture, specialist IT engineering, network configuration, software configuration, server configuration, cybersecurity services or other specialist services outside the agreed scope.

9.3

Where WellSpace is engaged to dismantle, move and/or reassemble furniture, the service is limited to the items and locations stated in the quotation.

9.4

WellSpace may refuse to dismantle, move or install an item where, in its reasonable opinion, doing so presents an unsafe or unreasonable risk of injury or damage.

9.5

The Customer shall inform WellSpace of known defects, damage, instability, unusual construction or other issues affecting furniture or equipment before it is moved or dismantled.

9.6

WellSpace shall not be responsible for damage arising from pre-existing defects, weakness, deterioration or unsuitable construction that could not reasonably have been identified before dismantling or moving.

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10. IT EQUIPMENT

10.1

Where WellSpace supplies laptops, computers, monitors, docking stations, peripherals or other IT hardware, the supply is limited to the hardware and any services expressly included in the quotation.

10.2

Unless expressly included in writing, WellSpace does not provide IT helpdesk services, operating system support, software installation, software licensing, email configuration, Microsoft 365 administration, user-account creation, password management, network configuration, server configuration, cloud administration, cybersecurity services, firewall configuration, antivirus management, data migration, data recovery, server backup, cloud backup, database administration or general IT support.

10.3

Where such services are specifically requested, they shall only be undertaken if separately agreed in writing and may be subject to additional terms and charges.

10.4

Software and licences supplied with IT equipment remain subject to the applicable manufacturer's or software licensor's terms.

10.5

WellSpace does not provide any greater software or licence warranty than that provided by the relevant manufacturer or licensor.

10.6

Unless expressly agreed, WellSpace will not retain Customer passwords, authentication credentials or security information.

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11. CUSTOMER DATA, BACKUPS AND IT SECURITY

11.1

The Customer remains responsible for the security, integrity and backup of its own data.

11.2

The Customer must ensure that appropriate backups have been completed before WellSpace undertakes any work involving equipment containing Customer data.

11.3

Unless expressly agreed in writing, WellSpace will not access, copy, transfer, store or retain Customer data held on laptops, computers, storage devices, servers, cloud systems or other IT equipment.

11.4

Where WellSpace is required to access or process Customer data as part of an expressly agreed service, the scope and data protection responsibilities shall be agreed before the work begins.

11.5

WellSpace shall not be responsible for loss, corruption, alteration or unavailability of Customer data arising from the Customer's own systems, third-party systems, Customer instructions, Customer hardware or software, pre-existing faults, inadequate backups, unauthorised access by third parties or circumstances outside WellSpace's reasonable control, subject always to liability that cannot lawfully be excluded or limited.

11.6

Physical installation of IT equipment does not constitute an undertaking by WellSpace to access, manage or maintain the Customer's wider IT environment.

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12. DSE AND ERGONOMIC ASSESSMENTS

12.1

DSE and ergonomic assessments are workplace risk-management and ergonomic consultancy services.

12.2

Assessments may consider workstation configuration, chair and desk positioning, monitor position, keyboard and mouse positioning, posture, working practices, workspace layout, equipment suitability and other relevant ergonomic factors.

12.3

Recommendations are based on the information available to WellSpace at the time of assessment.

12.4

DSE and ergonomic assessments are not medical examinations or clinical assessments.

12.5

WellSpace does not provide medical diagnosis, medical treatment, physiotherapy, occupational therapy, chiropractic treatment, clinical rehabilitation or other medical or clinical services unless a separate service is expressly agreed and appropriately qualified and provided.

12.6

Where an employee reports pain, discomfort or a medical condition, WellSpace may recommend that the individual seeks appropriate medical or occupational-health advice.

12.7

WellSpace does not guarantee that a recommended workstation, equipment or adjustment will prevent, cure or eliminate any medical condition, injury or discomfort.

12.8

The Customer remains responsible for its own workplace health and safety arrangements and for implementing or considering recommendations made following an assessment.

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13. WARRANTIES AND DEFECTIVE GOODS

13.1

Goods supplied by WellSpace will be covered by any applicable manufacturer or supplier warranty.

13.2

Where appropriate, WellSpace may assist the Customer in communicating with the relevant manufacturer or supplier regarding a warranty claim.

13.3

WellSpace shall provide services with reasonable care and skill.

13.4

Manufacturer warranties and supplier warranties remain subject to their applicable terms and conditions.

13.5

A warranty or defect claim may not apply where damage or failure results from misuse, accidental damage, neglect, abnormal use, failure to follow instructions, unauthorised modification, inappropriate environmental conditions, normal wear and tear or other circumstances outside the applicable warranty.

13.6

Nothing in these Terms removes any statutory rights or remedies that cannot lawfully be excluded.

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14. DELIVERY INSPECTION AND DAMAGE

14.1

The Customer should inspect goods as soon as reasonably practicable following delivery or installation.

14.2

Visible damage, missing items, incorrect products or obvious defects should be reported to WellSpace in writing as soon as reasonably practicable and, where possible, within 24 hours of delivery or installation. Photographs should be provided where reasonably practicable.

14.3

Prompt notification is important because it may assist WellSpace in identifying the cause of an issue and pursuing any applicable claim against a supplier, manufacturer or carrier.

14.4

Failure to report an issue within 24 hours does not automatically remove rights or remedies that cannot lawfully be excluded.

14.5

Latent defects or defects that could not reasonably have been identified during an initial inspection should be reported promptly once discovered.

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15. PHOTOGRAPHS AND CONDITION RECORDS

15.1

Where reasonably necessary for the provision of delivery, installation, assembly, workplace move or related services, WellSpace may take photographs of equipment, work areas or completed installations for purposes including:

- recording the condition of goods before or after installation;
- documenting pre-existing damage;
- recording completed work;
- supporting warranty or supplier claims;

- investigating damage or incidents;
- demonstrating the scope or condition of work undertaken; and
- maintaining appropriate business records.

15.2

WellSpace will seek to avoid unnecessarily photographing identifiable individuals or personal information.

15.3

Where photographs contain personal data, they will be handled in accordance with WellSpace's **Privacy Policy & Privacy Notice** and applicable data protection legislation.

15.4

Photographs will not be used for marketing or promotional purposes without an appropriate lawful basis and, where required, appropriate consent.

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16. RISK AND TITLE

16.1

Risk in goods passes to the Customer upon delivery.

16.2

Where WellSpace is responsible for installation, risk passes upon completion of physical installation and handover, except to the extent otherwise agreed in writing.

16.3

Ownership of goods supplied by WellSpace remains with WellSpace until WellSpace has received payment in full for the relevant goods, any associated services, delivery and installation charges, and any other sums properly due under the relevant contract.

16.4

Until title passes, the Customer shall take reasonable care of the goods, keep them identifiable as goods supplied by WellSpace where reasonably practicable, not intentionally damage or dispose of them, and not create or allow any third-party interest in them that is inconsistent with WellSpace's retained title.

16.5

Where payment remains outstanding, WellSpace may exercise any rights available to it under applicable law in relation to goods for which title has been retained.

16.6

Nothing in this clause authorises WellSpace to enter premises unlawfully or exercise any remedy other than one permitted by law.

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17. LIABILITY

17.1

Nothing in these Terms excludes or restricts liability to the extent that such liability cannot lawfully be excluded or restricted.

17.2

Subject to clause 17.1, WellSpace's aggregate liability arising out of or in connection with a particular order, contract, service or supply of goods, whether arising in contract, tort (including negligence), breach of

statutory duty or otherwise, shall be limited to the net amount actually paid by the Customer to WellSpace for the specific goods or services giving rise to the claim.

17.3

Subject to clause 17.1, WellSpace shall not be liable for indirect or consequential loss, including loss of profit, revenue, business, anticipated savings, opportunity, contracts, goodwill, employee productivity, working time, administrative costs or operational disruption.

17.4

Subject to clause 17.1, WellSpace shall not be responsible for losses arising from circumstances outside its reasonable control.

17.5

In relation to IT equipment, WellSpace shall not be responsible for data loss, data corruption, network interruption, software failure, cybersecurity incidents or loss arising from Customer systems where WellSpace has not expressly undertaken responsibility for the relevant IT service.

17.6

The liability provisions in these Terms are intended to allocate commercial risk between business parties and shall apply only to the extent permitted by applicable law.

17.7

Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate wrongdoing where liability cannot lawfully be excluded or limited, or any other liability that cannot legally be excluded or limited.

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18. FORCE MAJEURE

18.1

WellSpace shall not be liable for delay or failure to perform caused by circumstances beyond its reasonable control.

18.2

Such circumstances may include supplier or manufacturer failure, manufacturing delays, courier or transport disruption, industrial disputes, extreme weather, fire, flood, power failure, telecommunications failure, government action, changes in law or regulation, pandemic or epidemic, shortage of materials, significant supply-chain disruption or other events reasonably outside WellSpace's control.

18.3

WellSpace shall take reasonable steps to minimise the impact of such circumstances where practicable.

18.4

Where a force majeure event materially affects performance, WellSpace shall notify the Customer where reasonably practicable and provide an updated estimated timeframe.

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19. CUSTOMER RESPONSIBILITIES

19.1

The Customer shall:

- provide accurate information;
- provide accurate measurements and specifications;

- provide suitable access to delivery and installation locations;
- ensure that the work area is reasonably safe;
- provide necessary site information;
- ensure appropriate employee availability for DSE assessments;
- follow manufacturer instructions;
- maintain appropriate IT backups;
- provide required permissions and access;
- promptly notify WellSpace of relevant site restrictions; and
- pay invoices in accordance with these Terms.

19.2

WellSpace shall not be responsible for delays or additional costs caused by inaccurate Customer information, lack of access, unsafe working conditions, unavailable personnel, site restrictions or other matters within the Customer's reasonable control.

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20. CONFIDENTIALITY

20.1

Each party shall use reasonable efforts to keep confidential information received from the other party confidential.

20.2

Confidential information shall not include information which is already lawfully known, becomes publicly available other than through breach of confidentiality, is independently developed, or must be disclosed by law or a competent authority.

20.3

WellSpace may disclose information to employees, contractors, professional advisers, suppliers or service providers where reasonably necessary to provide the agreed goods or services, provided appropriate confidentiality obligations apply where required.

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21. DATA PROTECTION

21.1

WellSpace shall process personal data in accordance with applicable UK data protection legislation and its **Privacy Policy & Privacy Notice (WSE-DP-003)**, as amended from time to time.

21.2

Depending on the nature of the particular processing activity, WellSpace may act as a data controller, data processor or another legally recognised role under applicable data protection legislation.

21.3

The applicable role shall be determined by the actual nature and purpose of the processing rather than simply by the wording of this contract.

21.4

Where WellSpace acts as a processor on behalf of the Customer, the parties shall enter into a suitable Data Processing Agreement ("DPA") where required by applicable law.

21.5

Where a DPA is required, it shall set out the relevant processing arrangements, including the subject matter, duration, nature and purpose of processing, types of personal data and categories of data subjects, together with the other provisions required by applicable law.

21.6

The Customer shall provide WellSpace with lawful and documented instructions where WellSpace is acting as its processor.

21.7

WellSpace shall apply appropriate technical and organisational measures appropriate to the processing it undertakes.

21.8

Where WellSpace uses a sub-processor in circumstances where it is acting as a processor, the relevant contractual and authorisation requirements applicable to sub-processing shall apply.

21.9

Where WellSpace processes personal data independently as a controller, it shall do so in accordance with its Privacy Policy & Privacy Notice and applicable law.

21.10

Nothing in these Terms requires WellSpace to retain Customer personal data for longer than reasonably necessary, except where retention is required by law or legitimate business or legal requirements.

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22. MARKETING AND COMMUNICATIONS

22.1

WellSpace may contact business customers regarding services, quotations, orders, account administration and other matters relating to an existing business relationship.

22.2

Direct marketing communications will be undertaken in accordance with applicable data protection and electronic marketing legislation.

22.3

WellSpace will not sell Customer personal data to third parties.

22.4

Where consent is required for a particular form of marketing communication, WellSpace will obtain and record that consent as required by law.

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23. INTELLECTUAL PROPERTY

23.1

Unless otherwise agreed in writing, WellSpace retains ownership of its pre-existing intellectual property, including assessment templates, report formats, methodologies, training materials, written materials, branding, logos, photographs, diagrams, marketing materials and other proprietary materials.

23.2

The Customer may use reports and recommendations supplied specifically to it for its own internal business purposes.

23.3

The Customer shall not reproduce, resell, distribute or commercially exploit WellSpace's proprietary templates, materials or methodologies without prior written permission.

23.4

This clause does not prevent the Customer from using information contained within an assessment report for legitimate workplace, health and safety or operational purposes.

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24. COMPLAINTS AND DISPUTE RESOLUTION

24.1

WellSpace aims to resolve complaints promptly and reasonably.

24.2

Any complaint should be submitted in writing and should include sufficient information to allow WellSpace to investigate the matter.

24.3

The parties shall, where reasonably practicable, attempt to resolve disputes through good-faith discussion before commencing court proceedings.

24.4

Nothing in this clause prevents either party from taking urgent legal action where necessary to protect its legitimate interests.

24.5

WellSpace maintains a separate **Customer Complaints Procedure (WSE-CMP-001)**.

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25. GENERAL

25.1

These Terms, together with the relevant quotation, specification and any written variations, constitute the agreement between the parties concerning the relevant goods and services.

25.2

Any amendment to these Terms or the agreed scope shall be made in writing.

25.3

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be modified or removed only to the extent necessary, and the remaining provisions shall continue in force.

25.4

A failure or delay by either party to exercise a right shall not constitute a waiver of that right.

25.5

The Customer may not transfer or assign its rights or obligations under a contract with WellSpace without WellSpace's prior written consent, except where permitted by law.

25.6

WellSpace may use appropriately qualified employees, contractors, suppliers and subcontractors to fulfil its obligations.

25.7

Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between the parties.

25.8

A person who is not a party to the contract shall have no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, unless expressly stated otherwise.

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26. GOVERNING LAW AND JURISDICTION

26.1

These Terms and any contract between WellSpace and the Customer shall be governed by the laws of England and Wales.

26.2

Subject to any mandatory legal requirements, the courts of England and Wales shall have exclusive jurisdiction in relation to disputes arising from or connected with the contract.

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27. CUSTOMER ACKNOWLEDGEMENT

27.1

By accepting a WellSpace quotation, requesting an invoice, making payment or instructing WellSpace to proceed, the Customer confirms that:

- it has had the opportunity to review these Terms;
- it accepts these Terms;
- the information and specifications it has provided are accurate to the best of its knowledge;
- it understands that specially procured or configured goods may not be cancellable or returnable;
- it understands the scope and limitations of any IT services included in its quotation; and
- it understands that DSE and ergonomic assessments are not medical or clinical services.

COMPANY DETAILS

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END OF TERMS & CONDITIONS