



**STANDARD BUSINESS TERMS AND CONDITIONS OF**  
**ROYAL DOCKS MANAGEMENT AUTHORITY LIMITED (RoDMA)**  
**trading as ROYAL DOCKS WATERWAYS**

**1. Application**

- 1.1 These Terms and Conditions apply to the provision of the service detailed in our quotation (Services) by Royal Docks Management Authority (RoDMA) whose registered office is at Pierhead King George V Lock, Fishguard Way, London E16 2RG (we or us or Service Provider) to the person buying the services (you or Customer).
- 1.2 You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation and Licence (the Contract) are the entire agreement between us.

**2. Services**

- 2.1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation and Licence. We can make any change to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 2.2. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation or Licence.
- 2.3. All of these Terms and Conditions apply to the supply of any Services unless we specify otherwise.

**3. Your obligations**

- 3.1. You must obtain any permissions, consents, licences or otherwise that we need or request and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Service.
- 3.2. We are not liable for any delay or failure to provide Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

**4. Fees and Deposit**

- 4.1. The fees (Fees) for the Services are set out in the quotation and/or Licence.
- 4.2. In addition to the Fees, we can recover from you a) the cost of services provided by third parties and required by us for the performance of the Services, and b) the costs of any materials required for the provision of the Services.
- 4.3. You must pay us for any additional services provided by us that are not specified on the quotation and/or Licence in accordance with or then current applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 4.2 also apply to these additional services.

- 4.4 The Fees are quoted exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority. You agree to pay any and all applicable taxes or levies charged by us.
- 4.5 A deposit ("Deposit") may be required as detailed in the quotation at the time of accepting the quotation.
- 4.6 If you do not pay the Deposit to us according to the clause above, we can either withhold provision of the Services until the Deposit is received or we can terminate the service agreement under the clause below (Termination).
- 4.7 The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).
- 5. Cancellation and amendment**
- 5.1 We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 7 days from the date of the quotation (unless the quotation has been withdrawn).
- 5.2 Either we or you can cancel a Service for any reason prior to your acceptance (or rejection) of the quotation.
- 5.3 If you want to amend any details of the Services you must inform us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
- 5.4 If due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a parties control) we have to make any change in the Services or how they are provided, we will notify you as soon as possible . We will use reasonable endeavours to keep any such changes to a minimum.
- 6. Payment**
- 6.1 Payment is required in advance via credit/debit card or bank transfer unless we have agreed that payment can be made on receipt of invoice.
- 6.2 In the event we agree you may invoice us, you must pay the Fees due within 14 days of the date of invoice or otherwise in accordance with any credit terms agreed between us.
- 6.3 Without limiting any other right or remedy we have for statutory interest if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 6.4 All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

- 6.5 If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by or otherwise arranged with you. This does not in any way affect our rights accrued to date of suspension.
- 6.6 Our payment terms override yours or any other payment terms
- 6.7 Receipts for payment will be issued by us only at your request.
- 6.8 All payments must be made in British Pounds (GBP) unless otherwise agreed in writing between us.

## **7. Termination**

- 7.1. RoDMA can terminate the provision of the Services immediately if you:
  - a. commit a material breach of your obligations under these Terms and Conditions; or
  - b. fail to pay any amount due under the Contracts on the due date for payment; or
  - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986 or any other scheme or arrangement is made with its creditors; or
  - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charger holder (as defined in para.14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

## **8. Circumstances beyond a party's control**

- 8.1 Neither RoDMA or the Client is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **9. Intellectual property and Data Protection**

- 9.1 RoDMA reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.
- 9.2 RoDMA will only use the Client's personal information as set out in RoDMA's Privacy Notice available from the company website or you can request a copy by emailing: [Admin@royaldockswaterways.com](mailto:Admin@royaldockswaterways.com).

**10. Severance**

- 10.1 In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

**11. Law and Jurisdiction**

- 11.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 11.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.