

SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at <u>www.infinitygroup.co.uk</u>

BETWEEN

(1) Infinity Technology Solutions Limited incorporated and registered in England and Wales with company number 04330595 whose registered office is at The Coach House, Spencer Mews, Tunbridge Wells, Kent TN1 2PY. (Supplier).

AND

(2) The customer named and identified in the Order Form (Customer) who shall be contacted using the information provided in the Order Form. If this changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalised terms shall bear the same meanings as apply in the Standard Terms and Conditions.

PART 6 – SERVICE CODE (SC) "E" - SUPPLEMENTARY TERMS AND CONDITIONS – LABOUR/ENGINEERING

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

- 1. The Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.30 am to 5.30 pm worked on Business Days.
- 2. The Supplier shall be entitled to charge an overtime rate of 150% per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in Clause 1 and to charge the full cost of any third party's prevailing rates for the applicable labour and engineering services where these apply to a third party supply.
- **3.** The Supplier reserves the right to increase its standard daily fee rates for the charges for labour Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase before the proposed date of the increase.
- 4. If such increase is not acceptable to the Customer, it shall be deemed to give notice to terminate in accordance with the applicable notice period set out in Clause



13.8(b) of the Standard Terms and Conditions, such notice commencing on the date of the Supplier's notice of the proposed increase.