

## **Terms of Business with a client for the supply of our Wellbeing Products**

Milestones Education Ltd (“the Agency”). Milestones Education Ltd, registered company number 12723032 (hereinafter referred to as “Milestone Education”) of Pinewood Business Park, TS5, Birmingham B37 7HG.

CLIENT NAME (“the Client”) to whom the Candidate or Replacement Candidate is Introduced. For the avoidance of doubt the client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate or Replacement Candidate is Introduced

### **1. INFORMATION ABOUT US AND OUR PRODUCTS**

You can find everything you need to know about us, Milestone Education Ltd, on our website or within our official product materials before you order. These terms cover the supply of Adhesive Vinyl floorcoverings and Acrylic Plaques that have been specifically developed to support proprioceptive and vestibular movement for individuals attending education settings (Product(s)) and where agreed the installation of those Products (Services).

### **2. BUSINESS CUSTOMERS**

These terms are exclusively for business purchasers of our Products and Services; we do not supply to consumers. If you purchase Products or Services from us, you are representing and warranting that you are doing so as a business customer.

### **3. WHEN YOU BUY FROM US YOU ARE AGREEING THAT:**

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when you sign for your order
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You're responsible for making sure your measurements are accurate.
- You are responsible for ensuring surfaces are suitable for application.
- Our recommended layouts are designed for optimal usage but are not mandatory.
- We charge you if you don't give us information we need or fail to complete agreed preparatory works.

- You have rights if there is something wrong with your product.
- We may amend these terms from time to time, but any changes will not affect orders already accepted by us unless required by law or regulatory obligation.
- We can suspend supply (and you have rights if we do).
- We can withdraw Products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our Products.
- Order amendments requested after production has commenced cannot be guaranteed and, if accommodated, will incur additional charges.
- Order cancellations may only be accepted before production commences and are subject to our non-refundable payment terms.
- Third party technical specifications provided are accurate to the best of our knowledge but may be subject to change without notice.
- You acknowledge receipt of our recommended usage and safety guidelines accompanying the Products.
- You are responsible for implementing appropriate safety measures, rules, and supervision protocols for users of the Products.
- You have options for resolving disputes with us.
- Other important terms apply to our contract.

#### 4. ENTIRE AGREEMENT

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Any technical guidance, recommendations, or opinions provided verbally or informally by us are given in good faith only and shall not constitute legally binding advice or warranties unless confirmed by us in writing.

These terms shall prevail over any terms or conditions supplied by the customer, including purchase order terms, unless expressly agreed by us in writing.

The customer acknowledges that any examples, case studies, testimonials, or illustrative outcomes referenced in our marketing materials are provided for general information only and do not constitute guarantees of results.

## 5. BESPOKE ORDERS

Bespoke Orders refer to any Products that are custom-designed, custom-sized, or otherwise modified from our standard product range to meet your specific requirements.

All Bespoke Orders require written specifications which must be approved by you in writing prior to production. Any changes requested after your approval may incur additional charges and extend delivery timeframes.

You warrant that any images, designs, or content you provide for Bespoke Orders: a) Are owned by you or licensed for such use b) Do not infringe upon any third party's intellectual property rights c) Are not obscene, defamatory, or otherwise unlawful.

We reserve the right to refuse any Bespoke Order at our sole discretion.

All payments for Bespoke Orders are non-refundable once production has commenced. A non-refundable payment in full is required before production begins.

## 6. ORDERS AND ACCEPTANCE OF ORDERS

Orders may be placed via our website, by email, or by telephone. All orders are subject to written or signatory acceptance.

We contact you to confirm we've received your order and then we contact you again to confirm we've accepted it to you.

### 6.1. ORDER TIME FRAMES AND DELIVERY

Standard Production Time: Unless otherwise specified, our standard production time is 30 working days from order acceptance to dispatch.

Delivery times are estimated at 5 working days after dispatch, depending on your location. Delivery shall be deemed complete upon unloading of the Products at the agreed delivery address or acceptance by any employee, contractor, site representative, caretaker, receptionist, or agent of the customer.

Bespoke Orders: Production time for Bespoke Orders will be specified at the time of quotation and is typically longer than standard.

We accept no liability for delay or failure to meet expedited timeframes.

We shall not be liable for any delay in production or delivery caused by circumstances beyond our reasonable control.

Delivery shall be made to the address specified in your order.

We reserve the right to use any delivery method at our discretion.

Delivery dates and times are estimates only and time of delivery is not of the essence.

You must ensure that someone is available to accept delivery during normal business hours. If no one is available to accept delivery, a redelivery charge may apply.

Risk in the Products passes to you upon delivery. You are responsible for inspecting the Products at the time of delivery and reporting any visible damage to us.

If access to the delivery address is restricted or requires special arrangements, you must notify us at the time of placing your order. Additional delivery charges may apply.

We reserve the right to deliver in instalments. Delay in delivery of any instalment shall not entitle you to cancel other instalments.

## 6.2. REFUSAL OF DELIVERY

If you refuse delivery without prior agreement with us:

- a) You will remain liable for the full price of the Products
- b) You will be charged for any return delivery costs
- c) no refund will be issued.

If you wish to reschedule a delivery, you must provide at least 72 hours' notice before the scheduled delivery date. Rescheduling with less notice may incur additional charges.

Products refused at delivery and returned to us will be held for a maximum of 30 days, after which they may be disposed of without further notice. No refund will be issued in such circumstances.

If delivery is refused due to visible damage to the packaging, you must: a) Take photographs of the damage c) Notify us within 24 hours with the evidence.

## 7. REJECTION OF ORDERS

Sometimes we reject orders, for example, because a Product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because you are located outside the UK OR our delivery areas, or because the Product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

## 8. PAYMENT

We charge you when you have signed for your order. In Accordance with our payment terms, payment is due 14 days after invoice date.

Failure by the customer to obtain internal purchase approvals or purchase order numbers shall not affect payment obligations.

Any Product we supply will be owned by you once we have received payment in full. Until payment has been received in full:

- a) legal and beneficial ownership of the Products shall remain with us;
- b) you shall store the Products separately and clearly identify them as our property;
- c) we shall have the right to enter any premises where the Products are stored to recover them in the event of non-payment.

### 8.1 REFUND POLICY

All payments for Products are non-refundable except in cases where we are unable to supply the Products or the Products are defective under warranty. Legal ownership of product transfers upon receipt of full payment.

Deposits for all orders are non-refundable under any circumstances.

All payments for Bespoke Orders are non-refundable once production has commenced as per clause 5.

Cancellation of an order after acceptance but before production commences may be subject to a cancellation fee of 35% of the order value to cover administrative costs. Production commencement includes design preparation, print setup, material allocation, or manufacturing scheduling.

No refunds will be provided for Products that have been installed or used, or if you simply change your mind about the Products.

## 9. NO SET-OFF

You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 10. INTEREST ON LATE PAYMENTS

If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## 11. VAT

If the rate of VAT changes between your order date and the date we supply the Product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

## 12. DELAYS OUTSIDE OUR CONTROL

If our supply of your Product is delayed by an event outside our control, such as any third party delivery service, availability of materials or labour we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay.

## 13. COLOUR, PRINT QUALITY AND VARIATIONS

We take all reasonable steps to ensure colour accuracy in our printed Products, but we cannot guarantee exact colour matching due to variations in printing processes, material batches, and display settings.

Minor variations in colour between batches are considered normal and do not constitute a defect.

If we change our printing equipment or suppliers, this may result in colour variations compared to previous orders. Such variations are not grounds for rejection or replacement.

For colour-critical applications, we recommend ordering a physical sample before placing a full order.

Computer monitors and printed samples may not accurately represent the final printed colours.

Colour matching to specific Hex codes or other colour systems is subject to the limitations of the CMYK printing process and available materials.

Sample Products may vary in appearance from final Products and are provided for general reference only.

Repeat orders for the same Products may be subject to minor variations due to material availability, production methods, or design updates

#### **14. MEASUREMENTS ARE ACCURATE**

If we're making or supplying the Product to measurements you provide, you're responsible for making sure those measurements are correct.

#### **15. ADDITIONAL CHARGES**

We charge you additional sums if you don't give us information, we've asked for about how we can access your property for delivery, installation or to provide Services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services or installation services.

The customer shall ensure safe, uninterrupted, and adequate access to the installation area, including clearance of furniture, equipment, and obstructions prior to our arrival. Where installation or delivery cannot proceed due to site inaccessibility, unsafe conditions, inadequate preparation, or circumstances caused by the customer, we reserve the right to charge abortive visit fees, additional labour costs, storage fees, and rescheduling costs.

#### **16. DEFECTS IN THE PRODUCT OR SERVICES**

##### **16.1. PRODUCTS**

If you think there is something wrong with your Product, you must contact our Sensory pathways Operations Team via [Sensorystreet@milestoneeducation.co.uk](mailto:Sensorystreet@milestoneeducation.co.uk). All Products supplied shall have the benefit of the manufacturer's warranty. In addition we warrant that on delivery the Products shall:

- conform in all material respects with their description [and any relevant specification];
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- reasonably fit for the general purpose for which Products of that type are commonly supplied.

Unless an exception applies (see clause 16.4) if:

- you give us notice in writing [during the warranty period] within a reasonable time of discovery that a Product does not comply with the warranty;
- we are given a reasonable opportunity of examining such Product; and
- you return such Product to us,

we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement Products supplied by us.

## 16.2. INSTALLATION SERVICES

If we provide the Service, we warrant that the installation shall be undertaken in accordance with industry standards and using the recommended adhesives, fixers and cleaning materials. Installation shall be deemed accepted unless defects are reported in writing within 48 hours.

Appropriate adhesive is essential for proper Product performance. You are responsible for ensuring that the intended installation surface is suitable for the adhesive option selected. We accept no liability for adhesion failure due to unsuitable surfaces.

Surface Preparation: All surfaces must be clean, dry, smooth, and free from dust, grease, and contaminants before installation. Failure to properly prepare surfaces may result in poor adhesion and is not covered under warranty. We strongly recommend testing the adhesive on a small, inconspicuous area before full installation.

Environmental factors including but not limited to temperature, humidity, direct sunlight, and moisture can affect adhesive performance. Products installed in environments outside our recommended specifications are not covered under warranty.

The customer is responsible for verifying compatibility with existing flooring materials, coatings, sealants, and cleaning regimes before installation.

We accept no liability for damage to flooring substrates, finishes, sealants, or underlying surfaces.

- We provide a roller and adhesive spray with your order at our cost to assist with installation. These application materials are provided as a courtesy and are not covered under our warranty or eligible for replacement. We make no warranty as to the suitability or condition of these application materials.
- We shall not be liable for installation issues arising from hidden defects, uneven surfaces, subfloor movement, moisture ingress, underfloor heating systems, pre-existing floor damage, unsuitable floor coatings, or previously applied treatments unknown to us at the time of installation.

### 16.3. WARRANTY PERIOD AND COVERAGE

- We warrant that Sensory Pathway Products shall be free from material defects in design, material, and workmanship under normal use for a period of 6 months from the date of delivery.

### 16.4. EXCEPTIONS TO WARRANTY

- We will not be liable for a Product's failure to comply with the warranty if:
- You make any further use of such Product after telling us it is non-compliant;
- The defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
- The defect arises because we followed any drawing, design, specification, or instruction supplied by you;
- You alter, modify, repair, relocate, or interfere with the Product without our written consent;
- The defect arises because of fair wear and tear, wilful damage, negligence, misuse, vandalism, or abnormal working conditions
- The site/position in which the Product is placed is the responsibility of the customer. Whilst we will advise on suitability of placement, we accept no liability for mis-performance of the Product in the respective position, which will lie with the customer
- The Product is the responsibility of the customer on delivery and must be handled with due care and attention. Abuse or mishandling of goods will result in the guarantees not applying.
- We will not be liable for any damage to the Product which occurs during fixing, hanging or installation, should the fixing, hanging or installation not be carried out by Us. The Product will not be replaced or repaired under these circumstances or if the Products that have been removed and reinstalled in a different location;
- The product has unauthorised modifications or alterations made; has been exposed to chemicals, abrasives, or cleaning methods not approved by us, have been misused, vandalised or neglected.

### 16.5. WARRANTY VALIDATION PROCESS

a) To make a warranty claim, you must: – Notify us in writing within 14 days of discovering the defect – Provide clear photographic evidence of the defect(s) – Complete our warranty claim form – Allow us reasonable opportunity to inspect the products if we request

b) All warranty claims are subject to a 30-day assessment period during term time. We reserve the right to extend this assessment period during school holidays or closure periods.

### 16.6. REMEDIES UNDER WARRANTY

If we determine that a Product is defective under this warranty, we will, at our option:

a) If we installed the Product: – Replace the defective images at no additional cost – Reinstall the replacement images at no additional cost

b) If you installed the Product: – Replace the defective images at no additional cost – Provide installation instructions for the replacement images – Installation of replacement images will be your responsibility and cost

#### 16.7. REPLACEMENT LIMITATIONS

a) Warranty replacements are limited to a maximum of 60% of the pathway per order during the warranty period.

b) Replacement images beyond the warranty limit may be purchased at a discounted rate of 65% if ordered within the first 12 months after delivery, up to a maximum of 70% of the full pathways original images.

#### 16.8. PRODUCTS INTENDED USE

Sensory Pathways Products are designed for developmental, educational, and sensory engagement purposes in supervised environments. The Products are educational support resources only and do not constitute medical, therapeutic, occupational therapy, behavioural, or clinical interventions.

We do not warrant or guarantee any specific educational, behavioural, developmental, sensory, emotional, therapeutic, or regulatory outcomes arising from use of the Products.

Our Products are intended to be used under appropriate supervision according to the age and abilities of the users. The customer remains solely responsible for conducting site-specific risk assessments and determining suitability for users.

All use of Sensory Pathways Products is at your own risk. You acknowledge that physical movement activities involve inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

The customer retains sole responsibility for safeguarding, supervision, behavioural management, and health and safety compliance relating to use of the Products.

You assume full responsibility for the supervision, safety, and conduct of all individuals using the Products on your premises.

We strongly recommend that all users of Sensory Pathways are supervised at all times, particularly young children, elderly individuals, and those with physical, cognitive, or sensory impairments.

#### 16.9. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from events, circumstances or causes beyond its reasonable control including but not limited to acts of God, flood, fire, adverse weather conditions, pandemic, epidemic, labour disputes, supplier failures, material shortages, transportation disruption, utility failures, governmental restrictions, cyber incidents, or failure of subcontractors.

During any such event, the affected party's obligations shall be suspended for the duration of the event.

If the delay continues for more than 90 days, either party may terminate the affected order by written notice without liability, except for amounts already due.

## 17. CHANGES

17.1. We can always make changes to our Product in order to:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements.

17.2. We can suspend the supply of a Product to yourself to:

- deal with technical problems or make minor technical changes;
- update the Product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the Product.

17.3. We can stop providing a Product at any time. We let you know at least 5 days in advance and we refund any sums you've paid in advance for Products which won't be provided.

17.4. We can end our contract with you for a Product and claim any compensation due to us (including enforcement costs) if:

17.4.1. you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;

17.4.2. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Services, for example, where we are installing the Product the unhindered and uninterrupted access to the installation area;

## 18. REMEDIES

18.1. Except as set out in clause 18.2

18.1.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

18.1.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to ten per cent (10%) of the total sums paid by you for Products under such contract.

18.2. Nothing in these terms shall limit or exclude our liability for:

18.2.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

18.2.2. fraud or fraudulent misrepresentation;

18.2.3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

18.3. Except to the extent expressly stated in your rights if you are a business, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

18.4. Our liability shall in all circumstances be limited to the extent covered by our applicable insurance policies.

## 19. DISPUTES

19.1. Our complaints policy. Our Customer Service Team can be reached by [www.milestoneeducation.co.uk](http://www.milestoneeducation.co.uk) or 0333 2400 751, we will do our best to resolve any problems you have with us or our Products as per our Complaints policy which can be located on [www.milestoneeducation.co.uk](http://www.milestoneeducation.co.uk).

19.2. These terms are governed by English law. You irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

## 20. OTHER IMPORTANT TERMS

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## 21. INTELLECTUAL RIGHTS

All designs, images, patterns, and visual elements featured in our Sensory Pathways Products (collectively "Designs") are the exclusive intellectual property of Milestone Education Ltd. The customer shall not reproduce or commission reproductions of the Designs whether in whole or part.

Purchase of our Products grants you a limited, non-transferable license to use the Designs solely as embodied in the purchased Products for their intended purpose. This license does not transfer any ownership rights in the Designs to you. Use of the Products at one site does not grant rights for use at additional locations.

You may not, without our prior written consent: - Reproduce, copy, duplicate, or recreate the Designs in any form or medium - Modify, adapt, or create derivative works based on the Designs - Use the Designs in marketing, promotional, or advertising materials - Sell, license, sublicense, distribute, or otherwise transfer the Designs to any third party - Remove, alter, or obscure any copyright notice, trademark, or other proprietary rights notice affixed to or accompanying the Products. You shall not analyse, reverse engineer, recreate, imitate, or commission substantially similar reproductions of the Products or Designs for commercial reproduction, unauthorised duplication, or replication purposes.

We reserve all rights in the Designs not expressly granted to you in these terms.

In the event of any unauthorised use of our Designs, we reserve the right to seek all available legal remedies, including but not limited to injunctive relief, damages, and legal fees.

#### 21.1. Custom Design Services

Where we create custom or bespoke Designs at your request, the ownership of such Designs remains with Milestone Education Ltd unless explicitly agreed otherwise in writing.

We may use images of installed Products for our portfolio, marketing materials, and promotional purposes unless you explicitly request otherwise in writing prior to installation. No identifiable images of children or personal data shall be used without express written consent.

## 22. CONFIDENTIALITY

Each party agrees to keep confidential all commercial, technical, pricing, design, operational, and proprietary information disclosed by the other party and not to disclose such information to any third party except where required by law.

Each party shall ensure that its employees, contractors, agents, and advisers comply with this confidentiality obligation.

## 23. NON ASSIGNMENT

You may not assign, transfer, subcontract, novate, or otherwise dispose of any rights or obligations under these terms without our prior written consent.

## 24. INDEMNIFICATION

The customer shall indemnify and keep indemnified Milestone Education Ltd against all claims, liabilities, damages, losses, costs, and expenses arising from:

- a) misuse of the Products;
- b) failure to supervise users appropriately;
- c) failure to conduct appropriate risk assessments;
- d) installation not carried out by us;
- e) modification or misuse of the Products after delivery;
- f) breach of these terms by the customer.