

Master Locksmiths Association Payment Terms and Conditions

1. All services provided (such as training) or packages such as membership of any kind (hereinafter referred to as "the project") carried out by Master Locksmiths Association is carried out subject to the following terms and conditions. If any proposal made by Master Locksmiths Association for the carrying out of the services is accepted by a client of Master Locksmiths Association (the Client) then such acceptance shall be deemed to include the acceptance of the following terms to the exclusion of any other terms including conditions, warranties or representations written or oral, expressed or implied, even if contained in any of the client's documents which purport to provide that the client's own or some other terms shall prevail. Any order placed by the Client with Master Locksmiths Association is accepted on the basis of the following terms and conditions only.
2. Unless otherwise specified where the Client is required to supply information or data sufficient of these must be supplied in time to enable Master Locksmiths Association to proceed with the project forthwith, otherwise The Master Locksmiths Association shall be at liberty to amend bookings, applications or similar to cover any variation due to the delay which may take place after acceptance.
3. The price specified or accepted by The Master Locksmiths Association shall be deemed to be exclusive of all duties and taxes in respect of the project (In particular, attention is drawn to the fact that projects for UK clients are generally subject to VAT).
4. All times for completion of the project stated in the contract are exact unless stated otherwise. Subject to the foregoing, Master Locksmiths Association shall use reasonable endeavours to effect performance by the stipulated time or, if no such time is stipulated, within a reasonable time. But Master Locksmiths Association shall be under no liability for any loss or damage whatsoever arising directly or indirectly out of delay in or lateness of performance, whether due to the fault of Master Locksmiths Association or not, nor shall such delay or lateness be a breach or repudiation of the contract.
5. Master Locksmiths Association shall be entitled, without liability on its part and without prejudice to its other rights, to determine the contract or any unfulfilled part thereof, or at its option to effect partial performance, if performance is prevented hindered or delayed, whether directly or indirectly, by reason of war, civil commotion, government restrictions, pandemic or epidemic, lock-outs, strike, mutiny, fire, ice, transport difficulties, accidents or stoppage to works, none or restricted availability or late delivery of fuel, power, or raw materials, difficulties with or non-performance by any supplier or sub-contractor or any other cause whatsoever beyond the reasonable control of Master Locksmiths Association, whether such case existed or was foreseeable at the date of the contract or not.
6. Master Locksmiths Association does not guarantee that the project will be satisfactory for the purposes of the Client. Any liability of Master Locksmiths Association to a Client arising out of a breach of contract and/or negligence or otherwise in respect of any one particular contract shall be limited to the maximum sum of £1,000,000 including all legal and other costs incurred by the Client in relation to any claim or claims that are brought under the contract.
7. Except as herein provided, it is expressly agreed that no representation, condition, or warranty, expressed or implied, statutory, or otherwise is given or deemed to be given by The Master Locksmiths Association in respect of the work carried out for the Client.
8. All equipment, materials, and apparatus brought on site by the client will always remain at the risk of the Client. The Client shall arrange for the storage of any equipment supplied by the Client when on site in the event that equipment, materials, or apparatus remain uncollected 30 days after availability for collection, Master Locksmiths Association reserves the right to dispose of the equipment, materials, or apparatus as it thinks fit without recompense to the Client.
9. The final product of any work developed or arising in the course of the project shall remain the property of Master Locksmiths Association until the full performance or satisfaction of the obligations of the Client hereunder, whereupon the same shall become the property of the Client. The Client shall until such time hold the same confidential and shall not divulge the same to, or use the same for the benefit of, any other person.
10. Notwithstanding his rights under paragraph 9 the Client shall not in any publication or publicity material at any time make use of any report or statement issued by Master Locksmiths Association, nor any extract therefrom, nor refer to the fact that any product, process, or service has been the subject of a contract with Master Locksmiths Association in any publication or publicity material without the express written permission of the Managing Director of The Master Locksmiths Association. Such permission shall not be unreasonably withheld.
11. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
12. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
13. **Refunds** – Any fees for projects are non-refundable and non-transferable save in manifest error as stipulated in the MLA Bylaws
14. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
15. All non-public, confidential or proprietary information of Master Locksmiths Association, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Master Locksmiths Association to the Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by the Client without the prior written consent of Master Locksmiths Association. Confidential Information does not include information that is:
 - (i) in the public domain.
 - (ii) known to Customer at the time of disclosure; or
 - (iii) rightfully obtained by Customer on a non-confidential basis from a third party.The Client agrees to use the Confidential Information only to make use of the Services and Deliverables.
Master Locksmiths Association shall be entitled to injunctive relief for any violation of this Section.
16. Master Locksmiths Association may terminate this Agreement with immediate effect upon written notice to the Client, if the Client:
 - (a) fails to pay any amount when due under this Agreement [and such failure continues for [X] days after Customer's receipt of written notice of non-payment];
 - (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
 - (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
17. These standard terms and conditions cannot be varied save with the written consent of an Executive Director or the Company Secretary of Master Locksmiths Association.
18. This agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.