

Bid Subscription Services (BSS)

Terms and Conditions



Bidding Limited Bidding Services Subscription (BSS) Terms of Service:

1. DEFINITIONS:

- 'Quotation' means the quotation provided and agreed to setting out the details of the services provided by Bidding Limited.
- 'Charges' means the fees specified in the Quotation for the subscription bidding services.
- 'Client' means the customer of Bidding Limited named in the Quotation.
- 'Commencement Date' means the date when the Quotation is accepted by the Client and the subscription bidding services commence.
- 'Contract' means the agreement between the Client and Bidding Limited for the supply of subscription bidding services, comprising the Standard Terms and Quotation.
- 'Director' means a director of Bidding Limited.
- 'Intellectual Property Rights' means all patents, trademarks, copyrights, and other intellectual property rights owned or licensed by Bidding Limited.
- 'Provider' means Bidding Limited, the company providing the subscription bidding services.
- 'Services' means the subscription bidding services as described in the Quotation.
- 'Standard Terms' means these Terms of Service.
- 'Term' means the initial 12-month term – unless otherwise stated on the Quotation - starting from the Contract Commencement Date or any subsequent renewal term.
- 'A Year' means 365 days, excluding UK Public Holidays and the period between 16 December and 9 January.
- 'you/your' refers to the Client, the party entering into the Contract with Bidding Limited.
- 'we/us/our' refers to Bidding Limited.

2. DURATION:

- The Contract shall be for a fixed term of 12 months – or the duration otherwise outlined in the Quotation - from the Contract Commencement Date, which is the date when the Quotation is accepted by the Client. There is no option for Termination for Convenience.
- The Contract will automatically renew for a further 12 months unless terminated by either party with 30 days' written notice prior to the end of the Term. If neither party provides notice of termination, the Contract will be renewed for another 12-month term.

3. SERVICES:

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- Bidding Limited shall provide the subscription bidding services described in the Quotation with reasonable care and skill.

4. CLIENT OBLIGATIONS:

- The Client shall cooperate with Bidding Limited in all matters related to the provision of the subscription bidding services.

- The Client shall provide timely access to premises, data, and facilities required for the performance of the subscription bidding services.

- The Client shall ensure that all information provided to Bidding Limited is accurate and complete.

5. CHARGES:

- Bidding Limited's charges for the subscription bidding services shall be as specified in the Quotation.

- The Client agrees to pay all Charges based on the specified terms and payment schedule.

6. PAYMENT:

- Payment of Charges shall be made according to the provisions specified in the Quotation.

- Failure to make timely payments may result in service suspension and additional costs.

- Payment terms are within 30 days of date of each invoice.

7. PERFORMANCE:

- Time shall not be of the essence in the performance of the subscription bidding services, and Bidding Limited shall not be liable for any loss, damage, or expense arising from any delay in the performance of the services, regardless of the cause. Such delays shall not entitle the Client to repudiate the Contract.

8. LIABILITY:

- Bidding Limited shall not be liable for any consequential loss or damage suffered by the Client arising from the Contract.

- The Client must notify Bidding Limited of any claims within 15 days, allowing 30 days for remedy.

- Bidding Limited's total liability is limited to 50% of Charges paid in the preceding 12 months.

9. FORCE MAJEURE:

- Bidding Limited shall not be liable for any delay or failure to perform the subscription bidding services due to circumstances beyond its control.

10. USAGE:

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- A maximum of 15% of agreed total bid credits can be carried forwards to the next subscription period if unused, unless explicitly agreed otherwise.
- Bids not covered by the agreement are any bids assessed to be over 15,000 words in length, unless explicitly agreed otherwise
- Once all bids are used in the annual period the client can either agree to increase the monthly payment amount for the remainder of the term – pro-rated in line with a new agreed number of maximum bids
- The client has the flexibility to request a different mix of bid profiles than initially outlined in the Quotation during the 12-month term.
- The agreed cost of each bid will be deducted from the remaining balance on the Bidding Services Subscription (BSS) for the annual term at the time of each bid project being started.
- If the client exceeds the overall credit before the end of the 12-month term, a pro-rated increase to the agreement will be implemented, and monthly payments will be increased to the end of the term.

11. CONFIDENTIALITY:

- Both parties shall maintain confidentiality of the Contract's subject matter and any acquired information.

12. ENTIRE CONTRACT:

- The Contract contains all agreed terms and supersedes any previous communications.

13. LAW AND JURISDICTION:

- The law applicable to the Contract shall be the law of the United Kingdom.
- The parties agree to the exclusive jurisdiction of English & Scottish courts for any disputes.