

**Terms and Conditions**  
**Capabilities Beyond Engineering Ltd**

**1. Definitions.**

In these Conditions, the following definitions apply: “Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Company** means Capability Beyond Engineering Ltd registered in England and Wales with company number 16565981.

**Buyer** means the person or firm who purchases Goods/Services from the Company.

**Prices** means the charges payable by the Buyer for the supply of the Good/Services in accordance with clause 4.

**Commencement Date** has the meaning set out in clause 2.2.

**Company Materials** has the meaning set out in clause 9.2.

**Conditions** means these terms and conditions as amended from time to time.

**Contract** means the contract between the Company and the Buyer for the supply of Goods/Services in accordance with these Conditions.

**Goods** means the Buyers’s goods (or any part of them) set out in the Order.

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order** means the Buyer's order for Goods/Services as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Company’s quotation as the case may be.

**Premises** means Enterprise Drive, Holmewood Industrial Estate, Chesterfield, S42 5UZ

**Services** means services, supplied by the Company to the Buyer as set out in the Specification.

**Specification** means the specification supplied by the Buyer for the Goods/Services, including any relevant plans or drawings, that are set out or referred to in the Contract.

In these Conditions, the following rules apply:

**2. BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Buyer to purchase Goods & Services in accordance with these Conditions.
- 2.2 The Company's quotations are not binding on the Company and a Contract (the 'Contract') shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point, and on which date the Contract shall come into existence ("Commencement Date").
- 2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Calendar Days from its date of issue.

**3. SUPPLY OF GOODS AND SERVICES**

- 3.1 The Company shall supply the Goods and Services to the Buyer in accordance with the Specification in all material respects.
- 3.2 The Company shall use all reasonable endeavours to meet any performance dates specified in the Order Acknowledgement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3 The Company shall have the right to make any changes to the Goods or Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.
- 3.4 The Company warrants to the Buyer that the Services will be provided using reasonable care and skill.
- 3.5 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against

the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification.

This clause 3.5 shall survive termination of the Contract.

- 3.6 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

#### **4. PRICES AND PAYMENT**

- 4.1 The Prices for the Goods and/or Services shall be the price set out in the Contract and are based on the cost to the Company of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation. The Prices are exclusive of all costs and charges related to packaging and insurance. All prices are quoted Ex Works unless agreed otherwise.
- 4.2 The Company reserves the right to increase the Charges by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods or Services to the Company that is due to any request by the Buyer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Specification.
- 4.3 The Company shall invoice the Buyer on completion of the Services. The Company shall be entitled to render invoices at such intervals as it deems necessary in respect of the Services supplied or to be supplied by the Company, and in respect of all costs and expenses incurred by the Company at the date the invoice is rendered.
- 4.4 The Buyer shall pay each invoice submitted by the Company:
- 4.4.1 within 30 days of the date of the invoice unless agreed otherwise in writing; and
- 4.4.2 in full and in cleared funds to a bank account nominated in writing by the Company; and time for payment shall be of the essence of the Contract.
- 4.4.3 For avoidance of doubt, each invoice raised in respect of any Order (whether in part or in full) is separate and shall be deemed several from other invoices (whether or not they relate to any particular Order or delivery). Each invoice shall constitute a separate contract. The Customer's obligations in this Contract for settlement of invoices apply to each invoice equally and separately regardless of any outstanding or potential disputes, claims, concerns, dialogues or alike in respect of any former invoices or payments thereof.
- 4.5 All amounts payable by the Buyer under the Contract are exclusive of value added tax ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.6 Without limiting any other right or remedy of the Company, if the Buyer fails to make any payment due to the Company under the Contract by the due date for payment ("Due Date"), the Company shall have the right to charge interest on the overdue amount in accordance with the guidance provided on [www.gov.uk](http://www.gov.uk) related to late commercial payments.

- 4.7 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

## **5. PATTERNS, TOOLING AND JIGS**

- 5.1 Where the Buyer supplies patterns, the quotations of the Company assume that such patterns are in good condition, true to drawing and entirely suitable for the Company's methods of production and for the production of the products in the quantities required. If the Company deems it necessary to modify patterns in order for the products to be better produced, the costs will be charged to the Buyer provided that the Seller has notified the Buyer in advance.
- 5.2 For mutual benefit, when new patterns or equipment are to be made, the Company will be consulted.
- 5.3 Replacement of and alterations or repairs to Buyer's patterns or equipment due to wear and tear shall be paid for by the Buyer
- 5.4 Where patterns are not supplied by the Buyer, only such patterns as are specially made and separately charged in full shall become the property of the Buyer when paid for. The Company takes all reasonable care to protect Buyers' patterns while they are on the Company's premises but does not accept liability for any loss, damage or expense arising from any cause whatsoever which does not directly and solely result from a failure by the Company to exercise such reasonable skill and care. The Company shall be under no duty to exercise such reasonable care in respect of patterns in the Company's custody for which no products have been ordered for a period of three years.
- 5.5 The Buyer shall be responsible for the custody of his patterns from which no goods have been ordered for a period of three years. Insurance of the patterns shall be the sole responsibility of the Buyer.
- 5.6 Pattern equipment shall be held as a lien in respect of unpaid accounts.
- 5.7 All patterns, jigs and fixtures where purchased via the Company shall be paid for at time of order. The Company will issue a proforma invoice to cover such costs.

## **6 BUYER'S OBLIGATIONS**

- 6.1 The Buyer shall:
- 6.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate and the Goods are suitable for application.
- 6.1.2 co-operate with the Company in all matters relating to the Goods & Services;
- 6.1.3 provide the Company with such information and materials as the Company may reasonably require in order to supply the Goods & Services, and ensure that such information is

- accurate in all material respects; and
- 6.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.
- 6.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default"):
- 6.2.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations;
- 6.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 6.2; and
- 6.2.3 the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default.

## **7. DELIVERY**

- 7.1 Time for delivery of the Goods or Services are estimated as accurately as possible, but is not of the essence. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver.
- 7.1.1 The period specified for delivery on the Company's quotation (a) is exclusive of any period in making, altering or adapting any patterns, tooling or jigs or in any sampling work connected with the Goods or Services. (b) shall commence only after receipt of written instructions to proceed with all necessary and satisfactory information. (c) The Company shall not be liable for any delay in delivery of the Goods/Services that are caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.1.2 Delays in the delivery of an order shall not entitle the Buyer to either (i) refuse to take delivery of the order (ii) claim damages (iii) terminate the contract
- 7.2 The Buyer shall collect the Goods from the Company's Premises or such other location as may be advised by the Company.
- 7.3 Delivery of the Goods shall be completed on the completion of loading of the Goods at the Premises.
- 7.4 If the Buyer fails to accept or take delivery of the Goods on the agreed date or within 1 day of the Company notifying the Buyer that the Goods are ready for collection, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods, delivery of the Goods shall be deemed to have been completed at 9.00 am on the day following the day on which the Company notified the Buyer that the Goods were ready. At that time the Company will issue the invoice.
- 7.5 The Company shall be entitled to store and insure the Goods and to invoice the Buyer for all related costs and expenses of doing so.
- 7.6 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or

defect in an instalment shall not entitle the Buyer to cancel any other instalment.

## **8. TITLE AND RISK**

- 8.1 The risk in the Goods shall pass to the Buyer on completion of delivery at the Premises.
- 8.2 Title to the Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for:
  - 8.2.1 the Goods; and
  - 8.2.2 any other services that the Company has supplied to the Buyer in respect of which payment has become due.
- 8.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
  - 8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
  - 8.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
  - 8.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 8.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
  - 8.3.5 notify the Company immediately if it becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.10; and
  - 8.3.6 give the Company such information relating to the Goods as the Company may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.
- 8.4 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.10, or the Company reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.
- 9.2 All Company Materials are the exclusive property of the Company.

## **10. CONFIDENTIALITY**

A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may

obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

## **11. LIMITATION OF LIABILITY**

- 11.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
  - 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 11.1.2 fraud or fraudulent misrepresentation; or
  - 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2 Subject to clause 11.1:
  - 11.2.1 the Company shall under no circumstances whatever be liable to the Buyer, 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 the Contract; and
  - 11.2.2 the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Charges.
- 11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract.

## **12. Quality of the Goods**

- 12.1 The Buyer shall thoroughly inspect any Goods supplied within a period of 5 days of their delivery or deemed delivery and shall give written notification to the head office of the Company promptly of any defects which a reasonable examination would have revealed.
- 12.2 Any claim by the Buyer which is based on any defect in the quality of the Goods or Services performed shall be notified to the Company within 5 days from the date of performances or (where the defect was not apparent on reasonable inspection) within 7 days after discovery of the defect or the date when it ought reasonably to have been discovered (if earlier) and in any event within one (1) month from the date of invoice or the agreed defects liability period if shorter. If the Buyer does not notify the Company accordingly the Company shall have no liability for such defect and the Buyer shall be bound to pay the prices as if the Goods or Services had been performed in accordance with the Contract.
- 12.3 The Company must be afforded reasonable opportunity and facilities to investigate any claims made by the Buyer and examining the Goods in question.
- 12.4 Subject to the Buyer's compliance with the conditions 12.1 to 12.3, the Company will either refund the price paid for the Goods/Services (or a proportionate part of the price) or repair or replace (at its option) any components of the Company's manufacture, which fail due to faulty materials or workmanship of the Company, or in the case of Services to be provided which have not been performed to re-perform the Services. The provision of this clause



shall be the Buyer's sole remedy for any such failure of the Goods or non-provision of Services.

- 12.5 In the case of components or products not of the Company's manufacture, the Company will assign to the Buyer its rights against its Company and these rights shall be taken in extinction of and substitution for any rights, which the Buyer may otherwise have had against the Company.
- 12.6 If the Buyer does not notify the Company in accordance with conditions 12.1 to 12.2 the Company shall have no liability for such defect and the Buyer shall be bound to pay the prices as if the Goods/Services had been performed in accordance with the Contract. No claim shall be made to the Company for labour, installation or other expenditure incurred in respect of the Goods supplied which are subsequently repaired or replaced.
- 12.7 The terms of these Conditions shall apply to any repaired or replacement Goods.

### **13 TERMINATION**

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 13.1.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 13.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.1.4 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 13.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 13.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 13.1.7 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 13.1.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.1 to clause 13.1.8 (inclusive);
- 13.1.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.



- 13.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 1 month's written notice.
- 13.4 Without limiting its other rights or remedies, the Company shall have the right to suspend provision of the Goods and/or Services under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.10, or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

#### **14 CONSEQUENCES OF TERMINATION**

- 14.1 On termination of the Contract for any reason:
  - 14.1.1 The Buyer shall immediately pay the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
  - 14.1.2 The Buyer shall return all of the Company's Goods and Materials which have not been fully paid for. If the Buyer fails to do so, then the Company may enter the Buyer's premises and take possession of them.
  - 14.1.3 The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - 14.1.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect

#### **15 GENERAL**

- 15.1 **Force majeure:**
  - 15.1.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Company or subcontractors.
  - 15.1.2 The Company shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
  - 15.1.3 If the Force Majeure Event prevents the Company from providing any of the Goods and/or Services for more than twelve working weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.
- 15.2 **Assignment and subcontracting:**
  - 15.2.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
  - 15.2.2 The Buyer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

**15.3 Notices:**

- 15.3.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- 15.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at [9.00 am] on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.
- 15.3.3 This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

**15.4 Waiver:**

- 15.4.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**15.5 Severance:**

- 15.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 15.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind the other party in any way.

- 15.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 15.8 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Company.

- 15.9 **Governing law and jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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