

TERMS OF BUSINESS (Version FY162)

1. Our Obligations

- 1.1 We will carry out the services described in the Proposal document we issue to you.
- 1.2 In the event that, at your written or verbal request, we carry out services for you prior to the issue and agreement of any Proposal, these terms and conditions shall apply and prevail over any other terms unless we otherwise agree
- 1.3 We will carry out the services with reasonable care and skill and use all reasonable endeavours to ensure our personnel have the necessary and required skills and experience to perform the services.
- 1.4 We will carry out the services in a timely manner and use all reasonable endeavours to meet agreed timescales.
- 1.5 We will invoice you for all fees and disbursements as set out in the Proposal.
- 1.6 We reserve the right to suspend services or terminate our Proposal if you fail to pay our invoices on time.
- 1.7 We will not, without your prior written consent, at any time from the date of commencement of the Proposal to the expiry of 12 months after the completion of the services supplied pursuant to the Proposal, solicit or entice away from you or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of yours.
- 1.8 We will not, without your prior written consent, during the term of the Proposal, solicit the business of any of your clients with whom we have been in contact or of whom we have been made aware in the course of delivering the services. Neither shall we accept any engagement from a competitor of yours where there is a direct conflict of interest with the proviso that, in this circumstance, we retain the right to terminate the Proposal and provide you with a refund for any unused days for which we have received payment in advance.
- 1.9 We will charge VAT upon applicable sums
- 1.10 We shall, as jointly agreed in advance, provide our services; remotely, at your premises, at a client site or at another agreed venue.
- 1.11 We shall, when informed of such standards and requirements in advance, comply with all reasonable standards of safety and take due regard of and comply with your safety regulations or (if appropriate) those of your clients and all relevant statutory provisions which may be in force.
- 1.12 Where practicable and agreed in advance, we will travel to and from the place of work outside working hours in order to deliver a full day or half day of services on site.
- 1.13 We shall maintain professional liability and public liability insurance cover to a minimum of £1,000,000 during the term of the Proposal.

2 Your obligations

- 2.1 You will cooperate with us in all matters relating to the services and provide us with all information, data, documents and access to facilities and your personnel as we may reasonably require to provide the services.
- 2.2 You will pay the fees set out in the Proposal and any disbursements we incur carrying out the services. You will pay all invoices we submit to you within 14 days of receipt.
- 2.3 You will not, without our prior written consent, at any time from the date of commencement of our Proposal to the expiry of 12 months after the completion of the services solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of ours in the provision of the services.
- 2.4 You have no obligation to provide insurance cover of any kind upon our behalf.

3 Rights to terminate

- 3.1 Either party can terminate the Proposal by written notice if the other party suffers an insolvency event or breaches the terms of our Proposal and fails to remedy the breach within 14 days of being requested to do so.
- 3.2 If the Proposal describes a fixed term or project arrangement, neither party may terminate the Proposal before the end of the fixed term or completion of the project, unless agreed by the other party.
- 3.3 If the Proposal describes an ongoing or indefinite arrangement, either party can terminate the Proposal on 2 week's notice.
- 3.4 You will be liable for all services we perform pursuant to the Proposal up to the date of termination and for which we have not received payment in advance.
- 3.5 We will not be responsible or liable to deliver any services after expiry or termination of the Proposal for any reason.

4 Confidentiality and IPR

- 4.1 Except for mandatory disclosures required by law or a regulatory authority, each party will keep confidential and not disclose the other party's confidential information to any person other than its personnel who need to know and have access to the confidential information provided such personnel are made aware of the confidential nature of the information and agree to be comply with the terms of this clause or are otherwise subject to binding obligations of confidentiality.
- 4.2 Each party will only use the confidential information disclosed by the other party for the purposes of our Proposal and providing or receiving the services and for no other purpose.
- 4.3 As between you and us, all intellectual property rights and all other rights in the deliverables and materials supplied to you or generated by us in the course of providing the services shall be owned by us. Subject to the payment of our fees we license all such rights to you free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable you to make reasonable use of the deliverables and the services.
- 4.4 All intellectual property rights in the content of your pre-existing services, products and the rules, logic and data therein shall be owned by you together with any intellectual property rights you create after the date of this Proposal.
- 4.5 The parties acknowledge that any subsisting non-disclosure agreement between them shall take precedence over this clause 4.

5 Liability

- 5.1 We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:(a) loss of profits;(b) loss of sales or business;(c) loss of agreements or contracts;(d) loss of anticipated savings;(e) loss of or damage to goodwill;(f) loss of use or corruption of software, data or information; and(g) any indirect or consequential loss.
- 5.2 Our total liability to the you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with our Proposal in any calendar year shall be limited to the fees paid by you for the services performed during that calendar year.
- 5.3 The terms implied by legislation or law are, to the fullest extent permitted by law, excluded from our Proposal.
- 5.4 These terms of business and the Proposal constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.5 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms of business or the Proposal. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

6 Tax and Tax liability

- 6.1 This Proposal shall not constitute a contract of employment for any purposes whatsoever, and we will be solely responsible for any national insurance contributions payable in respect of our personnel and for all or any taxes payable in respect of fees and reimbursements received in connection with the Proposal.

7 Law

- 7.1 Our Proposal and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with our Proposal or its subject matter or formation.