

Terms & Conditions

1. Interpretation

1.1. In these Conditions:

'CLIENT' means the person named in the Contract Particulars for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions

'SUPPLIER' means GOLDSBROUGH CONSULTING LIMITED (registered in the United Kingdom under number 4918968).

'CONTRACT' means the contract for the provision of the Specified Service as is comprised in the Contract Particulars, the Proposal and these Terms and Conditions.

'CONTRACT PARTICULARS' means the sheet to which these Conditions are appended and which is so entitled.

'PROPOSAL' means the proposal set out in the Proposal Document referred to in the Contract Particulars.

'SPECIFIED SERVICE' means the service to be provided by the Supplier for the Client and referred to in the Contract Particulars.

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disk, tape or other device embodying any other data.

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service.

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service but excluding the Techniques.

'TECHNIQUES' means the techniques, mechanisms and methodology used by the Supplier to create the Output Material.

'SUPPLIER'S CHARGES' means the charges stated in the Proposal.

'DAILY RATE' means the daily rate specified in the Proposal by reference to which the Supplier's Charges are to be calculated.

'HOURLY RATE' means the hourly rate specified in the Proposal by reference to which the Supplier's Charges are to be calculated.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply of the Specified Service

2.1. The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Supplier and the Client.

2.2. The Client shall at its own expense supply the Supplier with all necessary Documents or other materials,

and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3. The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4. The Specified Service shall be provided in accordance with the Proposal, subject to these Conditions.

2.5. Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in the Proposal may be made available on written request.

2.6. The Supplier may correct any typographical or other errors or omissions in the Proposal relating to the provision of the Specified Service without any liability to the Client.

2.7. The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3. Charges

3.1. Subject to any special terms agreed, the Client shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2. If the Proposal provides for the Supplier's Charges to be calculated by reference to a Daily Rate and the Supplier with the agreement of the Client works for longer than seven hours per day in providing the Specified Service (and the Client's agreement is to be implied wherever the Client has requested or has knowledge that the Supplier is so doing) the Supplier shall be entitled to charge the Hourly Rate for every hour or part thereof in excess of seven hours work per day.

3.3. Irrespective of whether or not the same is stated in the Proposal as forming part of the Specified Service it is the case that the Specified Service will include preparation, research, drafting, writing and reviewing all documents forming part of or necessary to delivery of the Specified Service, administration thereof, project management, and time spent on travel where that travel time is in excess of three hours on any day, in connection with the Specified Service and where the Supplier's

Terms & Conditions



Charges are to be levied by reference to the Daily Rate and/or Hourly Rate the Supplier's Charges will be calculated by reference to time spent in such activities.

3.4 The Supplier shall be entitled to invoice the Client at the end of each month in which the Specified Service is provided, or at other times agreed with the Client.

3.5. Without prejudice to the provisions of condition 3.4 the Supplier shall be entitled to deliver a final invoice to the Client immediately that the Specified Service is completed and "delivered" to the client.

3.6. In addition to the Supplier's Charges the Supplier shall be entitled to recharge to the Client all travel, accommodation, subsistence, entertainment and other expenses (save those referred to in condition 3.7) which the Supplier properly and reasonably incurs in the course of providing the Specified Service together with an administration charge equal to 2½ per cent of the aggregate of such expenses.

3.7. In the event that the Supplier uses a private motor vehicle for travel properly or reasonably incurred in the course of providing the Specified Service (as distinct from the use of a hire vehicle which shall be charged pursuant to condition 3.6) the Supplier shall be entitled to make a charge to the Client by reference to mileage at the rate of forty pence per mile.

3.8. All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.9. The Supplier's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 14 days of the date of the Supplier's invoice.

3.10 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

4. Rights in Input Material and Output Material

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 any Input Material shall belong to the Client;

4.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier until such date as the Client has made full payment of the Supplier's Charges whereupon ownership of and title to the Output Material shall transfer to and vest in the Client.

4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier.

4.3 The Client shall be entitled to use all Output Material for its own purposes.

4.4 Notwithstanding the provisions of conditions 4.1.2 and 4.3 the Client shall keep confidential the Techniques but that obligation shall not prevent the Client from utilising them for the purposes of its own business.

4.5 The duty of confidentiality imposed by conditions 4.2 and 4.4 shall not apply to any Documents or other materials, data or other information including the Techniques which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.6 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.7 Subject to condition 4.1.2, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5. Warranties and Liability

5.1. The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Proposal. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

5.2. The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

5.3. Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the

Terms & Conditions



Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection to the Contract shall not exceed the amount of the Supplier's Charges for the provision of the Specified Service, except as expressly provided in these Conditions.

5.4. The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6. Client's Undertaking

6.1. The Client undertakes to promptly make available to the Supplier whenever so required any Input Material and instructions deemed necessary by the Supplier for delivery of the Specified Service and to ensure that the same are complete, correct, accurate, legible, sequenced and in the correct form to facilitate efficient delivery of the Specified Service.

6.2. In the event that the Client fails to comply with its obligation at condition 6.1 the Supplier shall be entitled to vary or increase the Supplier's Charges accordingly by reference to the additional time incurred in delivering the Specified Service and where the Proposal does not provide that the Supplier's Charges are to be calculated by reference to a Daily Rate or Hourly Rate the Supplier shall be entitled to charge such extra time by reference to such rates as are commonly used by the Supplier from time to time.

6.3. In the event that the Client does not comply with its obligations at condition 6.1 within a reasonable time frame and notwithstanding requests by the Supplier for such Input Material or instruction, the Supplier shall be entitled to terminate the contract pursuant to condition 7.2 and to invoice the Client for work already undertaken in delivery of the Specified Service pursuant to the Proposal and/or these conditions and for the balance of the work anticipated to be necessary to deliver the Specified Service at one half of the rates specified in the Proposal, it being agreed that this constitutes a liquidated demand and not a penalty.

7. Termination

7.1. The Client shall be entitled to terminate the Contract at any time by giving not less than one month's written notice to the Supplier.

7.2. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within thirty days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8. General

8.1. These Conditions together with the Proposal and the terms, if any, set out in the Contract Particulars constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by the statute or otherwise, are excluded to the fullest extent permitted by law.

8.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

8.5. Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the London Court of International Arbitration ('LCIA') in accordance with the rules of LCIA.

8.6. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Ends