

## 1. AGREEMENT BETWEEN YOU AND US

- 1.1 Terms. These terms, together with the Schedule of Services to which they are attached, will form the Agreement for the Services. Any terms used as definitions in the Schedule of Services will have the same meaning in these terms. If there are any inconsistencies between these terms and the Schedule of Services, the provisions of the Schedule of Services will apply.
- 1.2 Commencement. The Agreement will start on the date of the Schedule of Services or, if earlier, on the date that we started work on the Services.

## 2. OUR SERVICES AND RESPONSIBILITIES

- 2.1 Services. We will provide the Services in a professional manner with reasonable skill and care and will keep you regularly informed in writing about the progress of the matter and the relevant fees. The Services are provided to you solely for the purpose set out in the Schedule of Services.
- 2.2 Timing. Any time frames set out in a Schedule of Services are estimates only but we will try to carry out our obligations by those times. However, estimates assume that you will do what is needed to support our work so that we can meet those time frames.
- 2.3 Deliverables. Any documents or advice we provide to you is for your own use only, unless otherwise agreed. You should not provide this to any other person except as agreed with us or where this is required by law.
- 2.4 Variations. Any variations to the Services agreed by you and us should be recorded in writing.

## 3. YOUR OBLIGATIONS

- 3.1 Information. In order that we can provide the Services and advise you properly, you agree to make sure that any information, instructions or materials provided by you (or anyone else working with or for you) are provided promptly and are complete and accurate. We will rely on the information and instructions provided to us by you or on your behalf and will not verify this, unless we agree to do so.
- 3.2 Your obligations. You acknowledge that our ability to provide the Services depends on your performing your obligations under the Agreement.

## 4. FEES AND PAYMENT

- 4.1 Payment for Services. You agree to pay us for the Services in accordance with the Schedule of Services. Any estimates given are not intended to be binding.
- 4.2 Basis of Fees. The Services we provide to you may be provided on a fixed fee basis or on a time and expenses basis. The Schedule of Services will set out the basis upon which we will charge you for the Services. If this is not stated, then time and expenses charging will apply. In fixing the charges we may also take into account additional factors such as any skill and specialised knowledge that may have been required and the degree of urgency.
- 4.3 Fixed Fees and Expenses. Any fixed fee will be set out in the Schedule of Services and we will invoice you for each instalment of the fixed fee payment as it becomes due. Unless otherwise agreed, any expenses will be included in our fixed fee.

- 4.4 Time and Expenses. Where we are charging on a time and expenses basis, our fees are calculated primarily by reference to the time spent dealing with your instructions and providing the Services. Our charges for time spent are calculated in fifteen minute units using hourly rates. These rates can vary according to the seniority and experience of the person working on your matter. The time charged will include time spent in managing the work, time spent on correspondence, meetings, telephone and research and in the preparation of documents generally, as well as any travel. In addition, charges will be made for reasonable expenses incurred in carrying out the work. At the end of each month during which we provide the Services, we will invoice you for all charges and expenses accrued or incurred for that month.

- 4.5 Taxes. Our fees and expenses are exclusive of VAT which shall be charged in addition, where applicable.

- 4.6 Invoices and Payment. We will invoice you as set out in the relevant Schedule of Services. All invoices are payable on receipt. If you do not pay an invoice on the due date, we may charge you interest at the rate set by law. You should notify us within this period if you dispute anything included in the invoice.

- 4.7 No set-off. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than in relation to tax as required by law).

- 4.8 Costs of recovery. You agree that, if you fail to make any payment when it is due, we will take all steps which we reasonably consider necessary to recover payment from you (including using debt collection agencies and pursuing other legal remedies) and will be entitled to charge you for all such costs, charges and expenses in recovering the sums due to us.

## 5. CONFIDENTIALITY

- 5.1 Confidential Information. Except as provided below, each of us agrees to treat information provided by the other relating to its business, clients and customers as confidential and to use it only in relation to the Services. Each of us agrees not to disclose it, except where required by law or regulation or where requested by a professional body of which we are a member.

- 5.2 Permitted Disclosure. We may give confidential information to relevant subcontractors as long as they are bound by confidentiality obligations and to your advisers who are involved in the matter to which the Services relate.

- 5.3 Performing services for others. You agree that we may perform Services for your competitors or other parties whose interests may conflict with yours, as long as we do not disclose your confidential information.

## 6. DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 Ownership of Deliverables. Subject to clause 6.2 below, we will own all intellectual property rights in our Deliverables (and any other works based on it) and will have will have the unrestricted right to use those rights for the purposes of our business going forward, provided that that we do not use any information that is specific to you or your business without your prior consent. You will retain ownership of any information or material which is specific to you, your employees your business operations which is contained in the Deliverables.

6.2 Ownership of Pre-existing Intellectual Property Rights. Each party shall retain its intellectual property rights in any work or materials existing prior to, or independently of, the provision of the Services and the creation of the Deliverables. If any such pre-existing intellectual property rights are included in any Deliverables, each of us agrees that the other will have a non-exclusive right to use these in connection with the provision of the Services.

6.3 Use of Deliverables. The Services we provide, together with the Deliverables, are provided to you for your internal use solely for the intended purpose in accordance with the Schedule of Services, and may not be used for another purpose or referenced or distributed to any other person without our prior written agreement.

## 7. DATA PROTECTION

7.1 Personal Data. We will use the information that you provide for the purpose of the provision of the Services to you and related purposes, such as maintaining our administrative and client records, quality and risk management reviews, and providing you with information about us and our range of services.

7.2 Data Processing. Our use of your information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access under the data protection legislation to the personal data that we hold about you.

## 8. LIMITATION OF LIABILITY

8.1 Our liability. You agree that our total liability for all claims connected with the Services or the relevant Schedule of Services whether arising in contract, tort (including negligence), statute or otherwise or for loss or damage resulting from or in connection with the Agreement shall be limited to the total fees payable under the Agreement.

8.2 Specific types of loss. You agree that we will not be liable for any (i) loss or corruption of data, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits, or (iii) indirect or consequential loss.

8.3 Unlimited liability. Nothing in the Agreement will limit either party's liability for death or personal injury caused by that person's negligence, fraud or fraudulent misrepresentation or for anything else that cannot be limited or excluded as a matter of law.

8.4 Liability to you alone. We accept no liability to anyone, other than you, in connection with our Services, unless we agree otherwise in writing.

## 9. TERMINATION

9.1 Termination by notice. Either we or you may end the Agreement on 30 days' written notice.

9.2 Termination for breach, insolvency etc. Either we or you may end the Agreement by giving written notice to the other if (i)

the other materially breaches it and does not remedy the breach within 7 days, (ii) the other is or appears likely to be unable to pay its debts or becomes insolvent or (iii) the performance of it may breach a legal or regulatory requirement.

## 10. CONSEQUENCES OF TERMINATION

10.1 Payment of Sums Due. Upon termination, you agree to pay us for all charges and expenses accrued for Services performed up to the effective date of termination. If the Services were being provided on a time and expenses basis, then you will pay us on that basis. If the Services were being provided on a fixed fee basis, then we will determine in consultation with you the portion of the fixed fee earned to the effective date of termination. Expenses will be payable in addition. Any amount determined to be due to either party will be paid within 30 days.

10.2 Return of Property. On termination of the Agreement each party will return any property of the other that it has, except that we may retain any materials prepared by us or any other information upon which the Services are based, for our internal use.

10.3 Survival. The provisions of the Agreement which are intended to continue to apply following its termination or expiry will survive and continue to bind both parties.

## 11. CLIENT CARE

11.1 Procedure. We have a procedure in place which details how we handle complaints. Please let us know if you wish to see a copy.

## 12. GENERAL

12.1 Entire agreement. The Schedule of Services and these terms of business together form the entire agreement between the parties in relation to the Services and replace any earlier agreements, representations or discussions.

12.2 Sub-contractors. You agree that we have the right to use third parties to assist us in providing any part of the Services but this will not relieve us from our obligations under this agreement.

12.3 Matters beyond reasonable control. No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

12.4 Third Party Rights. Unless otherwise agreed, a person who is not a party to this agreement has no rights under The Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

12.5 Severability. If any term or provision of the Agreement is invalid, illegal or unenforceable, the remainder of this agreement or term or provision shall survive unaffected.

12.6 Governing Law. The Agreement shall be subject to English law and the parties agree that the English courts will have exclusive jurisdiction over any disputes arising out of the Agreement or the provision of the Services.