

Terms and Conditions for the Supply of Services

1 Interpretation

1.1 Definitions:

Business Day: a day other than a Sunday or public holiday in England.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment), as set out in the Proposal.

Conditions: these terms and conditions.

Contract: the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions which is formed when the Client accepts the Proposal in writing before any expiry date stated in the Proposal.

Client: the person or firm who purchases Services from the Supplier, as set out in the Proposal.

Deliverables: any report, policy, training session, advice or procedure or other deliverable supplied by the Supplier to the Client in connection with the Services, as set out in the Proposal.

Intellectual Property Rights: patents, copyrights and related rights, trade marks, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Working Hours: on any Business Day 08.00-17.30 UK time.

Proposal: the Supplier's proposal for the Services (including details of the Charges, Deliverables, assumptions, dependencies and out of scope items) to be provided under the Contract.

Services: the services, including the Deliverables, expressly stated or referred to in the Proposal to be supplied by the Supplier to the Client under the Contract.

Supplier: DuoDynamic Safety Solutions Ltd.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) A reference to writing or written includes email.

2. Basis of contract

- 2.1 Any variation to these Conditions and the Proposal (including any special terms and conditions agreed between the parties) shall be inapplicable unless signed in writing by a director of the Supplier and the Client.
- 2.2 These Conditions and the Proposal constitute the entire agreement between the parties and supersede any previous agreement, arrangement or understanding, whether written or otherwise, between the parties. All other terms and conditions, express or implied, by statute, course of dealing or otherwise, are excluded to the fullest extent permitted by law. If there is any conflict between these Conditions and the Proposal, the documents shall take priority as follows:
 - (a) The Proposal; and
 - (b) These Conditions.
- 2.3 Except where the Client terminates the Contract in accordance with clause 7, and subject always to the limitations of liability in clause 6, once formed the Client may not cancel the Contract except with the Supplier's written consent and on terms that the Client shall indemnify the Supplier in full against all costs, including the cost of all labour and materials used or acquired in the provision of the Services, charges and expenses incurred by the Supplier as a result of the cancellation and any other charges and expenses incurred up to the date of cancellation.

3. Supply of Services

General

- 3.1 The Supplier shall supply the Services to the Client in accordance with the Proposal, subject to the assumptions stated below at clause 4 and in the

Proposal and subject to the Client delivering the dependencies in clause 4 below and the Proposal.

- 3.2 Subject to the assumptions and dependencies referred to in clause 3.1, the Supplier shall use all reasonable endeavours to meet any plan specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Any time period quoted in the Proposal for completion of the Services and for delivery of any related Deliverables shall be calculated from the date the Services commence.
- 3.3 Unless it has been expressly agreed between the parties that the personnel engaged in the provision of the Services shall provide the Services on an exclusive basis until they have been completed, the Supplier reserves the right to use such staff on other tasks or other projects as it requires and otherwise to change, replace or substitute the staff involved in the Services as it sees fit providing this shall not adversely affect the performance of the Services.
- 3.4 The scope of the Services and Deliverables shall be as set out in this clause 3 and in the Proposal. The Client's attention is hereby drawn to the terms in clauses 3.10 to 3.26 relating to specific services. Any services or deliverables to be provided by the Supplier in addition to the Services and Deliverables shall be agreed in writing by the parties in advance. Where any major changes to the Services and/or Deliverables are requested, the Supplier will notify the Client that it considers such changes to materially alter the scope of the Services and Deliverables and shall prepare a brief proposal for such work. The Supplier will implement any such major changes only after confirmation by the Client that the Client wishes to proceed on the basis of such proposal.
- 3.5 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.6 The Client acknowledges that it is its responsibility to assess the Supplier's advice and recommendations in the context of its business and to decide whether or not to follow the Supplier's advice and/or implement its recommendations. Provided that the Supplier has provided the Services in accordance with clause 3.5, the Client accepts full responsibility for whether and, if so, how it implements the advice or recommendations; provided the Supplier has complied with clause 3.5, the Supplier does not accept any responsibility for whether or how the client implements its advice
- 3.7 Save as provided in clause 3.5, all other warranties and conditions as to the Deliverables and/or the Services, whether express or implied, statutory or otherwise, including (without limitation) any fitness for a particular purpose, are hereby expressly excluded to the fullest extent permitted by law.
- 3.8 The Supplier shall not be liable to the Client for any breach of any warranty or for the breach of any provision of the Contract unless it is given a reasonable opportunity after receiving the notice to remedy the breach. The Supplier undertakes to use all reasonable endeavours to remedy, free of charge to the Client, any breach so notified to it in accordance with this clause 3.
- 3.9 The Supplier shall not, in any event or under any circumstances, be liable to remedy any breach arising from or caused by any modification (whether by way or alteration, deletion, addition or otherwise) made to any part of the Deliverables by persons other than the Supplier except where such alterations, deletions, additions or otherwise were carried out with the Supplier's express written consent

Specific Services

3.10 Competent Source of Advice

Under this Service:

- (a) the designated representative(s) of the Client may contact the Supplier using a designated contact number or email address specified in the Proposal or otherwise notified to the Client in writing for queries concerning generic health and safety advice;
- (b) for queries within the Supplier's competency level (as notified in the Proposal), the Supplier shall provide a verbal or written response to the query (where possible using the same method used by the Client to raise the query) and, provided that the Client contacts the Supplier before 12 noon on a Business Day, the Supplier shall provide an initial response to the query the same Business Day. Where the query is raised after 12 noon or on a day that is not a Business Day, the Supplier shall provide an initial response to the query the next Business Day. Where a query is raised which is not within the Supplier's competency level, the Supplier shall notify the Client of this as soon as practical;
- (c) the Supplier shall issue the Client with a certificate to confirm compliance with the applicable regulations (as stated in the Proposal) on the Services commencement date
- (d) The competent source of advice service is for a 12-month period unless specified differently in the proposal.

3.11 Health and Safety Policy – Creation of New

Under this Service:

- (a) subject to the Client providing adequate information to enable creation of the policy (in response to the Supplier's request for information), the Supplier shall prepare a first draft of the policy document and submit this in PDF format to the Client to review. The Supplier shall submit its invoice for the Service to the Client upon delivery of the first draft, to be paid by the Client in accordance with clause 5;
- (b) the Client shall promptly review and provide its comments to the Supplier, which the Supplier shall incorporate into the final version of the policy document if appropriate. Once finalised, the Supplier shall send the final version of the policy document to the Client in PDF format only unless under the Contract (as stated in the Proposal) the Supplier has agreed to provide a hard copy of the policy in which case an extra Charge will apply;
- (c) the Supplier shall not be required to provide updates to the policy within the 12-month period unless the Proposal specifies otherwise;
- (d) the policy shall not contain Client-specific health and safety procedures, unless expressly stated in the Proposal;

3.12 Health and Safety Policy – Review

Under this Service:

- (a) subject to the Client providing adequate information to enable review of the policy, the Supplier shall carry out its review and submit the revised policy to the Client together with its invoice, which the Client shall pay in accordance with clause 5;
- (b) the policy document shall be sent to the Client in PDF format only unless under the Contract (as stated in the Proposal) the Supplier has agreed to provide a hard copy of the policy in which case an extra Charge will apply;
- (c) the Supplier shall not be required to provide updates to the policy within the 12-month period unless the Proposal specifies otherwise;
- (d) the review shall not include a review or verification of Client-specific procedures, unless expressly stated in the Proposal.

3.13 Risk Assessments (including Fire Risk Assessments)

Under this Service:

- (a) the Supplier shall carry out the assessment specified in the Proposal in relation to the workplace and activities specified in the Proposal. The assessments will only cover those areas which fall under the scope of the assessment and not other activities and workplaces of the Client;
- (b) The Supplier shall not be liable for any costs or damages arising solely from the Client's reliance on initial verbal feedback. However, nothing in this clause shall exclude or limit liability for death or personal injury caused by the Supplier's negligence;
- (c) the Supplier shall assess only hazards which are deemed "significant" as per industry guidelines;

- (d) the report shall be sent to the Client in PDF format only unless under the Contract (as stated in the Proposal) the Supplier has agreed to provide a hard copy of the report in which case an extra Charge will apply;
- (e) the Supplier shall not be required to provide updates to the report unless the Proposal specifies otherwise.
- (f) Any additional meetings to discuss Health and Safety Performance or other issues relating to the risk assessment will be charged in addition to the risk assessment cost as per rate card costs.
- (g) The Client acknowledges that the supplier recommends that in normal circumstances the risk assessment is to be reviewed on an annual basis.
- (h) Cancellation fees will be charged if the Client cancels any meeting on one complete Business Day's notice or less.

3.14 Standalone Health and Safety Inspection (Construction)

Under this Service:

- (a) the Supplier shall carry out the inspection as set out in the Proposal. This is scheduled to last for up to the timeframe specified in the Proposal document but may be completed more quickly. If the project escalates in terms of complexity or site conditions the time required to complete the inspection may increase and this will be subject to an additional Charge as stated in the Proposal;

The Client acknowledges that:

- (b) inspections will be scheduled in advance with the Client's nominated representative to allow for appropriate access and coordination. However, the exact time of arrival may not be disclosed to the site-based team in advance, so that the inspection reflects normal site conditions;
- (c) where the Supplier is required to undergo a site induction or additional time is required to be spent on site, this will be charged in addition as set out in the rate card;
- (d) where the Client is not present on a scheduled site inspection the Supplier agrees to wait for 30 minutes duration – over this time will result in an aborted visit and a full charge made;
- (e) the Supplier uses standard software in connection with the Service. Any Client-specific requests to change the functionality of the software are not included in the scope of the Service and will need to be discussed between the parties to ensure it is practicable and the associated costs for doing so. Where the changes are practicable and the Client agrees to the additional costs, the Client shall be charged the agreed costs and shall pay them against the Supplier's invoice for the same in accordance with clause 5.
- (f) where, in addition to the inspection, any meetings are required by the Client to discuss Health and Safety Performance or other issues, these will be charged in addition to the inspection cost in accordance with the Supplier's then current rate card and payable against the Supplier's invoice in accordance with clause 5;
- (g) Cancellation fees will be charged in accordance with clause 5.8 if the Client cancels any meeting on one complete Business Day's notice or less.

3.15 Health and Safety Inspection (Provided as part of a package)

Under this Service:

- (a) the Supplier shall carry out the inspection as set out in the Proposal. This is scheduled to last for the timeframe specified in the Proposal document – if the project escalates in terms of complexity or site conditions the time required to complete the inspection may increase and this will be subject to an additional charge on top of the original package price, as stated in the Proposal;
- (b) the Supplier shall carry out the number of inspections detailed in the Proposal and at the times and intervals agreed with the Client. Where visits cannot be completed due to Client scheduling constraints, the Client accepts that no refund will be made;

The Client acknowledges that:

- (c) it is essential that the Client informs the Supplier when the project will be up and running to avoid the Supplier visiting sites which have not yet progressed or are in the early stages of set-up. Any visits to sites where the Supplier has been informed that the project has started will count as one inspection regardless of whether any inspection is able to be completed.
- (d) where the Supplier is required to undergo a site induction or additional time is required to be spent on site, this will be charged in addition at rates as specified in the Proposal.

- (e) where the Client is not present on a scheduled site inspection, the Supplier agrees to wait for a maximum of 30 minutes – if the Client representative has not attended after 30 minutes, this will result in an abortive visit and the Supplier shall be entitled to charge its full charge for the site inspection;
- 3.16 General Health and Safety Inspection (Non-Construction)
Under this Service:
- (a) the Supplier shall carry out the inspection as set out in the Proposal. This is scheduled to last for the timeframe specified in the Proposal;
- The Client acknowledges that:
- (b) where additional time is required to be spent at the location (outside of the duration set out in the Proposal), this will be charged in addition as set out in the then current rate card;
- (c) where the Client is not present on a scheduled inspection, the Supplier agrees to wait for a maximum of 30 minutes – if the Client has not turned up after 30 minutes, this will result in an abortive visit and the Supplier shall be entitled to charge its full charge for the site inspection;
- 3.17 Health and Safety Audit
Under this Service:
- (a) the Supplier shall carry out the audit as set out in the Proposal; both the scope of the audit and the areas of the premises where it is to be carried out by the Supplier shall be as set out in the Proposal or otherwise agreed in writing;
- (b) subject to paragraph (a), the Supplier shall audit the Client's organisation in line with the Client's existing Health and Safety Policy as well as legislation which is in place at the time of writing;
- (c) the report shall be sent to the Client in PDF format only unless under the Contract (as stated in the Proposal) the Supplier has agreed to provide a hard copy of the report in which case an extra Charge will apply;
- (d) the audit cost does not include a presentation of the report unless specifically stated within the Proposal.
- The Client acknowledges that:
- (e) for the Supplier to properly conduct the audit, the Client must promptly make available all necessary information (including documentation and records) and make available the required employees as suggested by the Supplier for the purpose of interviews;
- (f) any follow-on services requested by the Client, as recommended within the audit, will be charged by the Supplier in addition to the Charges for the audit and will be quoted for or provided in accordance with the Supplier's then current rate card;
- (g) the Supplier recommends that in normal circumstances the audit is reviewed annually.
- 3.18 Display Screen Equipment Assessments
Under this Service:
- (a) the Supplier shall carry out the workstation assessments as set out in the Proposal;
- (b) the Supplier shall assess only hazards which are deemed "significant" as per industry guidelines;
- (c) the report shall be sent to the Client in PDF format only, unless under the Contract (as stated in the Proposal) the Supplier has agreed to provide a hard copy of the report in which case an extra Charge will apply;
- (d) the Supplier shall not be required to provide updates to the report unless the Proposal specifies otherwise.
- The Client acknowledges that:
- (e) the Supplier recommends that in normal circumstances the risk assessment should be reviewed when individuals move workstation, have a specific concern with their workstation or annually whichever is sooner;
- 3.19 Meeting Attendance
Where meeting attendance is comprised in any Service, the Client acknowledges:
- (a) meeting attendance will include reasonable preparation for such a meeting included in the Charges. Where additional preparation time is required, the Supplier shall notify the Client of any additional charges in advance;
- (b) any additional works which come as a result of the meeting will be charged on the basis of the time spent by the Supplier, as per the hourly rate specified in the Proposal.
- (c) cancellation fees will be charged in accordance with clause 5.8 if the Client cancels any meeting on one Business Day's notice or less.
- 3.20 New Project Critical Plans
Under this Service:
- (a) works comprised in the Services will be completed following a site visit (unless otherwise agreed) and on the basis of the information provided by the Client at the time the Service is provided;
- (b) the Supplier will complete the initial plans in word format and send them to the Client, who is responsible for ensuring the information is accurate prior to sending to third parties. The Supplier shall not be responsible for any amendments made to the plans by the Client or any third party. The Supplier does not accept and hereby disclaims any duty of care to third parties to whom the plans are disclosed;
- (c) the Client is fully responsible for ensuring the plans remain updated throughout the duration of the project. The Client acknowledges that due to the fast changes within a construction environment the documents, in particular the fire risk assessment and traffic management plans which are completed as part of this Service, will require adapting and supplementing in the course of the project and that the plans provided by the Supplier comprise only an initial assessment and will need updating early on within a project;
- (d) cancellation fees will be charged in accordance with clause 5.8 if the Client cancels any meeting on one Business Day's notice or less.
- 3.21 Construction Specific Risk Assessments
The Client acknowledges:
- (a) following a site visit the Supplier shall compile site specific risk assessments as detailed in the Proposal;
- (b) the Supplier shall provide assessments in excel format to the Client, who is responsible for ensuring that the information contained is accurate prior to submitting to third parties (Clients, Client Advisers, Principal Designers etc). The Supplier does not accept and hereby disclaims any duty of care to any third party to whom the assessment is disclosed.
- 3.22 Construction Specific Method Statements
Under this Service:
- (a) following a site visit the Supplier will compile site specific method statements as detailed in the Proposal;
- (b) the Supplier shall provide method statements in word format to the Client, who is responsible for ensuring that the information contained is accurate prior to submitting to third parties (Clients, Client Advisers, Principal Designers etc). The Supplier shall not be responsible for any amendments made to the plans by the Client or any third party. The Supplier does not accept and hereby disclaims any duty of care to any third party to whom the assessment is disclosed.
- 3.23 Generic Risk Assessments
Under this Service:
- (a) the Supplier shall provide the Client with a suite of generic risk assessments as detailed within the Proposal;
- (b) generic risk assessments are completed from the Supplier's office;
- (c) the Client acknowledges that generic risk assessments are not Client-specific and therefore are intended to be the basis from which the Client can produce its own risk assessments which are specific to both the site and working processes of the Client;
- (d) the generic risk assessments provided by the Supplier shall not contain details of the Client, Supplier, Supplier's consultants or signatures. The Client shall promptly sign off receipt of the generic risk assessments;
- (e) the Supplier will provide the risk assessments in word and the document will thus be controlled by the Client and the Client shall be responsible for ensuring the information contained is accurate prior to submitting to third parties. The Supplier shall not be responsible for any amendments made to the plans by the Client or any third party. The Supplier shall not be responsible for providing any revisions or updates to the document once issued. The Supplier does not accept and hereby disclaims any duty of care to any third party to whom the assessment is disclosed.

3.24 Safe Systems of Work

Under this Service:

- (a) following a site visit the Supplier will compile site specific safe systems of work as detailed in the Proposal;
- (b) safe systems of work will be provided in word and the document will thus be controlled by the Client and the Client shall be responsible for ensuring the information contained is accurate prior to submitting to third parties. The Supplier shall not be responsible for providing any revisions or updates to the document once issued. The Supplier does not accept and hereby disclaims any duty of care to any third party to whom the system of work is disclosed.

3.25 Training

Under this Service:

- (a) training will be completed at the Client's workplace (unless otherwise agreed);
- (b) the maximum classroom size is 12 persons (unless otherwise agreed);
- (c) if a cancellation notice is received less than five days prior to the course being delivered, the full training fee will still be due and the Client shall pay the Supplier's invoice for the training within 30 days of the date of the Supplier's invoice;
- (d) If a request is made to reschedule training less than five days prior to the course being delivered, 50% of the training fee will still be due and the Client shall pay the Supplier's invoice for the training within 30 days of the date of the Supplier's invoice;
- (e) certificates will only be issued upon completion of the training and subject to full payment for the training.

3.26 Retainer Services

Where the Services are provided on a retained basis as stated in the Proposal, the Client agrees to a minimum contract term of twelve (12) months from the Effective Date, unless a different minimum contract term is specified in the Proposal. The Services shall be delivered on a monthly basis in accordance with the scope set out in the Proposal. The retainer shall be invoiced monthly in advance and is non-refundable once the monthly period has begun. Cancellation of the Contract is subject to the notice provisions outlined in the Proposal or Retainer Agreement.

4. Client dependencies and assumptions

4.1 In addition to any dependencies referred to in the Proposal, the Client shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

4.2 All Services are priced on the basis that:

- (a) travel, subsistence and disbursements are not included in the Charges and, where required, will be charged separately in accordance with the Proposal;
- (b) where Charges are estimated on the basis of time spent (as specified in the Proposal), any time spent by the Supplier in addition to the time estimated, shall be charged in addition, on a monthly basis; and
- (c) they shall be provided during Normal Working Hours unless otherwise specified in the Proposal.

5. Charges and payment

5.1 The Charges for the Services shall be as set out in the Proposal.

5.2 Where stated to be on a time and materials basis:

- a) the Charges shall be calculated in accordance with the Supplier's rates, as set out in the proposal at the date of the Contract; and
- b) the estimate of time stated in the Proposal to be needed to provide the Services is provided by the Supplier in good faith on the basis of the information available to it at the time and its experience in providing Services of that type, but is provided for budgetary purposes only and is not a fixed price. If, once the Services commence, the Supplier reasonably believes that the estimate will be exceeded, it shall promptly notify the Client and provide a new estimate with an explanation as to why a new estimate is required; and

5.3 Where stated to be a fixed cost (as stated in the Proposal, this will normally apply to new policies, audits, training, CSA, inspections (for non-construction related), FRA and WRA, critical plans, PDA and in part (RAMS), the fixed cost applies to the scope of work specified in the Proposal.

5.4 Unless otherwise specified in the Proposal, the Client shall pay each invoice submitted by the Supplier:

- a) within 30 days of the date of the invoice; and
- b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Client under the Contract are inclusive of value added tax (VAT).

5.6 If the Client fails to pay any undisputed amount due to the Supplier under the Contract by the due date, the Supplier may, without limiting any other right or remedy available to it, charge interest on the overdue sum from the due date until payment is received, whether before or after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Where an amount disputed under clause 5.11 is subsequently agreed or determined to be payable, interest shall accrue on that amount from the original due date until payment is received.

5.7 Subject to clause 5.11, all undisputed amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding, other than any deduction or withholding of tax as required by law.

5.8 Cancellation fees will be charged as they arise and payable within 30 days of the date of the Supplier's invoice. Any visit which is cancelled one complete Business Day or less in advance of the arranged appointment time will be subject to the full product/service charge.

5.9 Without prejudice to the Supplier's rights under the Contract, where a "pay monthly" arrangement is agreed with the Supplier, the Client must make payments on the due date. If the Client fails to pay any undisputed amount when due or any disputed amount that has subsequently been agreed or determined to be payable in accordance with clause 5.11, the Supplier may withdraw the monthly-payment arrangement by giving written notice to the Client. Any outstanding undisputed sums due under the Contract shall then become immediately due and payable.

5.10 The Supplier shall be entitled to increase its rates and Charges annually by up to the greater of RPI and 5%, provided that (a) it shall not increase its Charges within the first 12 months of any Contract, and (b) that it shall give not less than one (1) month's notice to the Client of the increase.

5.11 If the Client disputes an invoice or any part of an invoice, the Client shall notify the Supplier in writing as soon as reasonably practicable and, in any event, before the payment due date. The Client shall provide reasonable details of the amount disputed and the reasons for the dispute. The Client shall pay any undisputed amount by the original payment due date. The parties shall use reasonable endeavours to resolve the dispute promptly and in good faith. Any amount agreed or determined to be payable following resolution of the dispute shall be paid by the Client within seven (7) days of the dispute being resolved.

6. Limitation of liability

6.1 Unless otherwise specified in the Proposal, the Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1 Million per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Client is responsible for making its own arrangements for the insurance of any excess loss.

6.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.3 Subject to clause 6.2, the Supplier's total liability to the Client under the Contract or in connection with the provision of the Services shall not exceed £1 million. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

6.4 This clause 6.4 sets out specific heads of excluded loss:

- (a) Subject to clause 6.2, the types of loss listed in clause 6.4(b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:

- (i) Loss of profits
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of or damage to goodwill.
 - (vi) Indirect or consequential loss.
- 6.5 The Supplier shall have no liability to the Client to the extent that the Supplier is prevented from or delayed in performing any of its obligations under the Contract by any act or omission by the Client or failure by the Client to perform any relevant obligation.
- 6.6 This clause 6 shall survive termination of the Contract.
- 7. Termination**
- 7.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 7.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client:
- (a) if the Client fails to pay any undisputed amount due under the Contract on the due date for payment;
 - (b) if the Client fails to pay any disputed amount that has subsequently been agreed or determined to be payable in accordance with clause 5.11; and/or
 - (c) on such other event or default as may be expressly stated in the Proposal.
- 7.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any undisputed amount due under the Contract on the due date for payment, fails to pay any disputed amount that has subsequently been agreed or determined to be payable in accordance with clause 5.11, becomes subject to any of the events listed in clauses 7.1(b) to 7.1(c), or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 8. Consequences of termination**
- 8.1 On termination of the Contract:
- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) subject to the Client complying with 8.1(a) above, the Supplier shall return any materials belonging to the Client, except (i) in so far as it may be required to keep a copy for audit and regulatory purposes, in which case it shall treat any such copies confidentially, or (ii) as may be stated in the Proposal.
- 8.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 8.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 9. General**
- 9.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including due to the acts or omissions of the other party or the other party's officers, agents or representatives.
- 9.2 Assignment and other dealings.
- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - (b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier (not to be unreasonably withheld or delayed).
- 9.3 Confidentiality.
- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.3(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3(b); and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 9.4 Entire agreement.
- (a) The Contract 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.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 9.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 9.8 Notices.
- (a) Any notice given to a party under or in connection with the Contract shall be sent by email to the address to which or from which the Proposal was sent or as otherwise notified.
 - (b) Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.8(b), business hours means Normal Working Hours in the place of receipt.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 9.9 Status
- The Supplier shall provide the Services as an independent contractor and not as agent, partner, joint venturer or otherwise. Neither party shall have any authority or hold itself out as having any such authority to enter into

any commitment or contract, whether expressly or by implication, in the name of or on behalf of the other party without the other party's prior written consent.

9.10 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

9.11 Governing law. The Contract, 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.

9.12 Jurisdiction. 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 the Contract or its subject matter or formation.