

# Standard Terms and Conditions of Engagement

## For

### Consultancy

- 1 The following "Standard Terms and Conditions of Engagement" shall apply to all of "the services" carried out by" the Company" on behalf of the "Client". They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed and subsequent "Terms of Business"

#### Definitions

"Company"	NewStart 2001 Ltd
"The Services"	Shall mean the scope of the works, duties and activities provided by the Company to the Client as set out in the attached proposal letter.
"The Client"	Is the person, company, authority or other body who instructs the Company to carry out the work and shall mean the addressee detailed in the attached proposal letter.
"The Agreement"	Refers to Company Standard Terms and Conditions
"The Contract"	The contract is between the Client and the Company

2. The Client confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall subject to the remainder of this Agreement be entitled to recover from the Company only the losses, if any, it has itself suffered
3. The Company shall subject to the remainder of this agreement in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services.
4. The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communications made in writing or otherwise by the Company in relation to the Services.
5. The fees for the Services stated in the proposal letter are valid for acceptance for 30 days only, after which time they may be altered by the Company.
6. The Company shall not be liable to the Client for any losses suffered by the Client or deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relations to the Services, if the delay or failure to perform was due to any cause beyond the Company's reasonable control.
7. a) In consideration of the performance of the Services the Client shall pay to the Company the fees stated in the proposal letter. If the Company is required by the Client to provide additional Services outside the scope and nature set out in the proposal letter. The Company will charge the Client for those additional Services by making the calculation of monies owing by reference to the rates and sums set out in the proposal letter, unless the Company issues a further proposal letter for the additional Services in which case that second proposal letter will determine the fees for the additional work.
- b) In the event the Client requests the Services to be aborted, he must do so in writing, providing the Company with two clear week's written notice of termination.
- c) On termination, the Company will be entitled to raise an invoice which the Client shall pay for all work completed by the Company. For the avoidance of doubt, the reasonable fees will include the preparation of Reports or other deliverable items actually carried out, whether or not the Client has seen them.
- d) All monies due to the Company shall be paid in UK £ sterling unless specifically detailed otherwise.
- e) VAT will be applied at the prevailing standard rate on all invoices issued.
- f) Payment is due on the date of each invoice issued and accounts must be settled in full within thirty days of the date of the invoice.
- g) The Client and the Company jointly accept that the conditions of "Late Payment of Commercial Debts Regulations 2002" shall apply to this agreement.

Cancellation of a course, pre booked work or meeting, at short notice within 7 days before the start date will result in full payment becoming due; Cancellation between 7 & 14 days will attract 50% of fee. The Company reserves the rights to delay the start date of any course if the course numbers are not adequate to run at that time. We reserve the right to cancel / postpone our services due to adverse weather

- 8 a) The amount of Professional Indemnity Insurance to be carried by the Company shall be £1 million in the aggregate. The Company shall effect Professional Indemnity Insurance for the period of performance of the services and for 1 year from the completion of the Services, unless otherwise stated in the proposal letter, provided that such insurance is available in the market for such services at commercially reasonable rates.

- b) The Company's total liability under this Agreement for any claim whether in contract or in tort in negligence other than in respect of death or personal injury caused by the (Company's negligence) or for breach of statutory duty or otherwise shall not exceed £1 million.
- c) Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in this Agreement the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty or condition or other term or any duty at common law or under the express terms of this Agreement 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 Company its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client.
- d) No action or proceedings under or in respect of this Agreement shall be commenced against the Company after the expiry of a period of 1 year from completion of the Services or such earlier date as may be prescribed by law.
- e) The limitations which shall apply in relation to the Services are set out in the proposal letter or are otherwise available on request.
- 9 a) The Client shall allow access for the Company to the property or properties in respect of which the Services are to be performed.
- b) The Client shall supply to the Company without charge and within reasonable time and in any event no more than ten days after the commencement of this contract, all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall be reasonably be required by the Company in the performance of the Services.
- c) Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.
- 10 Unless specifically stated to the contrary, any budgetary opinion offered by the Company on works the Client may need to have done, is to be regarded as a broad guidance only and the Client will need to obtain firm quotations from other sources.
- 11 A notice required or permitted to be given by either party to the other under this Agreement 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.
- 12 a) Nothing within this Agreement shall be regarded as a commitment by the Company to accept, adopt or participate in the novation or transfer of this Agreement to any third party
- b) A person who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or or remedy of a third party which exists or is available apart from this Act.
- 13 a) By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions of Engagement", all as scheduled above, are accepted by the Client and the Company for the delivery of the Services.
- b) This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms express or implied by statute or otherwise are excluded to the fullest extent permitted by law
- c) If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.
- 14 The provision of the Services shall be governed by and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction with regard to all matters arising therefrom.