

General Terms and Conditions of Contract

1 DEFINITIONS

In these Conditions and in the attached Proposal and Offer Letter the following definitions shall apply:

- 1.1 "We" means Anthias Consulting Limited.
- 1.2 "You" means the company, individual, partnership or organisation to whom the Offer Letter is addressed.
- 1.3 "Partner" means the company with whom We have a signed and valid Partnership agreement.
- 1.4 "Offer Letter" means the letter or other written communication from us to you and attached to or referring to these Conditions.
- 1.5 "Proposal" means our proposal, specification or schedule of work attached to, included in, or referred to in the Offer Letter.
- 1.6 "Work" means any work or services that we agree to perform under the Contract.
- 1.7 "Goods" means any goods, software, equipment or report that we agree to supply to you under the Contract.
- 1.8 "Purchase Order" means your acceptance in writing of our Contract, which specifies that the Conditions apply.
- 1.9 "Contract" means the contract between us to which these Conditions apply and includes the terms in the Offer Letter and Proposal. In the event of a conflict between terms the order of precedence shall be the Offer Letter, these Conditions, the Proposal.
- 1.10 "Background" means all information, know-how and data made available by a party hereto for use in the Work but not generated in the Work.

2 CONFIDENTIALITY

Each of us shall hold in confidence all information and ideas obtained from the other party that are identifiable as confidential or secret. The obligation of confidentiality shall remain for five years from the date of the Contract. This condition does not apply to ideas and information that (i) are in or pass into the public domain other than by breach of this agreement, or (ii) are already in the possession of the receiving party at the date of the Contract or are independently developed by it, or (iii) are rightfully obtained by the receiving party from a third party having the full right to disclose, or (iv) are required to be disclosed by law.

3 SCOPE OF WORK

- 3.1 The scope of our Work for you is described in the Proposal and Offer Letter, the offer remains open for 30 days. Acceptance of the offer must be confirmed in the form of a Purchase Order in writing, quoting the reference number and date of the Proposal, from which time these Conditions shall become binding. No goods or services will be supplied until a Purchase Order has been received.
- 3.2 Unless otherwise agreed, any additional Work undertaken at your request will be paid for by you at rates pro-rata to rates agreed for the initial Work.

4 CLIENT RESPONSIBILITIES

- 4.1 We may from time to time require you to provide contributions in the form of instructions, information, specifications, goods, materials, access to personnel and facilities or otherwise in order to carry out the Contract, and you shall provide IP licences for the use

of these by us. If we incur extra costs because of your delay in providing such contributions, you agree to pay all reasonable additional charges arising from such delay. In the event of your delay in providing such contributions our ability to provide services will be delayed. This does not prejudice any of our other rights.

- 4.2 Where tailored training or consultancy work takes place on your software, you must provide a copy of the software and licenses (if required) free of charge in advance for Anthias to write the course material.

5 DELIVERY

- 5.1 Work will, unless otherwise agreed, commence as soon as may be reasonably practicable, bearing in mind other prior commitments of staff employed on the Contract, after we have received your acceptance.
- 5.2 We will make all reasonable effort to provide the Work to meet any agreed timetable, subject to your responsibilities in Clause 4. For the avoidance of doubt, any such timetable is by way of estimate only, time shall not be of the essence and it is not material to the Contract.
- 5.3 Work must be scheduled to be within 12 months of the signed Proposal date, unless agreed otherwise.

6 PRICE

- 6.1 Partners will receive a discount (as specified in the Partnership agreement) off the standard daily rate for training and consultancy using their software.
- 6.2 Partners will receive a discount (as specified in the Partnership agreement) off the standard daily rate for any other training and consultancy not using their software.
- 6.3 All our prices in the issued Proposal or Offer Letter are fixed, subject to Clauses 4 and 6.5, and are exclusive of VAT which will be chargeable in accordance with legislation current at the date of supply; and exclusive of postage and packaging where applicable.
- 6.4 Work provided at an hourly rate is subject to a minimum charge of 15 minutes in respect of each period of work.
- 6.5 Work requiring an on-site visit to you is subject to additional charges for visas, travel and subsistence. Mileage will be charged at 45 pence per mile for distances greater than 10 miles from Anthias' registered office address. Expenses may be charged for flights; accommodation where the visit is for 2 days or more or greater than 150 miles from Anthias' registered office address; and reasonable expenses incurred for subsistence. All expenses will be specified in the Proposal or Offer letter and will be added to the invoice.

7 PAYMENT

- 7.1 An advance payment of 50% of the Contract value is due on the date of receipt of your Purchase Order and must be received prior to any Work commencing.
- 7.2 The remaining balance and any agreed expenses will be invoiced when the Work has been completed. Payment of the balance is due in full within 30 days from the date of invoice, after which it will be subject to a late payment penalty.
- 7.3 Ongoing Work rendered on a monthly basis will be invoiced on or following the last day of each month and will be payable within 15 days, as in Clause 7.2. Work

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charged hourly will be invoiced on the first day of the week and will be payable within 7 days. Failure to pay an invoice in full within the due date, will result in the work being halted until payment is received.

- 7.4 All invoices must be paid in full; bank commission charges and intermediary bank charges must be incurred by the payer.
- 7.5 Anthias Consulting accepts payment by electronic bank transfer, debit or credit card. Credit card payments are subject to a 5% charge. Cash payments and cheques are not accepted. All payments must be made in British Sterling (GBP).
- 7.6 We will exercise our statutory right to claim interest (8% plus the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation, if we are not paid to the agreed credit terms.

8 NO SET-OFF

- 8.1 All payments made by you to us shall be made in full without set-off, deductions or counterclaim.
- 8.2 You will pay all bank charges incurred in making the payment. Your bank charges must not be deducted from the invoice total.

9 TITLE & RISK

- 9.1 When you have paid in full all sums due under the Contract, we will transfer to you all rights and benefits that are provided for in the Contract. We will retain title to all Goods and property rights until then.
- 9.2 As soon as the Goods are delivered to you, or delivery is deemed to have occurred, you shall insure all such Goods to their full value against all reasonably foreseeable risks. This requirement stands even if title has not yet passed to you. Claims for non-delivery must be made within fourteen days of receiving notification of despatch.
- 9.3 Where the writing of software is involved in the Contract, we shall grant you a limited non-exclusive licence to use such software and related materials subject to the Contract.

10 WARRANTY AND GUARANTEES

- 10.1 We will pass on to you the benefit of any maintenance agreement or warranty given by the original supplier of Goods in accordance with any specification supplied in documentation accompanying the Goods, provided always that the Goods have been used strictly in accordance with the supplier's or our instructions, we cannot accept any liability for the maintenance of such Goods.
- 10.2 We will use reasonable skill and care in carrying out our responsibilities to you as set out in the Contract.
- 10.3 We will use all reasonable endeavours to ensure the accuracy of any results and information given, but we make no warranty, express or implied, as to the accuracy of the results of the Work.
- 10.4 Except as specified in the Contract and in Clause 10 all warranties, conditions, terms, liabilities and representations implied by statute, trade usage or otherwise are hereby excluded to the fullest extent permitted by law.

11 POSTPONEMENT AND CANCELLATION

- 11.1 After we have verbally agreed a date for which any Work will be commenced, 14 days' notice is required of postponement of the Work by you, otherwise payment will be charged at the full rate, unless otherwise agreed.
- 11.2 We reserve the right to postpone any Work up until one day before the agreed commencement date.
- 11.3 If you do not make any or all payments promptly in full as they fall due to us or you fail to comply with any other obligation that you have to us, we shall be entitled to suspend our Work for you. The suspension will be without prejudice to any other rights, which we may have and will not give rise to any additional liability on our part. Following such suspension, we shall use reasonable endeavours to negotiate with you a solution to any issue that has given rise to the suspension.
- 11.4 We may terminate the Contract for any reason by serving at least four weeks' notice in writing and we will consult with you to agree on a reasonable programme of Work for the notice period leading up to termination.
- 11.5 Either of us may terminate the Contract forthwith by serving notice on the other party if the other party (a) commits a breach of the Contract that is incapable of remedy, or (b) fails to remedy any other breach of the Contract within thirty days of receiving notice of such a breach, or (c) commits an act of bankruptcy, has a petition for its winding-up presented that is not discharged within fourteen days, suffers the appointment of an administrator or receiver for all or any part of its business or assets, enters into any arrangement or composition with its creditors or takes or suffers any similar action in consequence of debt.
- 11.6 Notice to terminate can be given by post, fax or email; email or fax is deemed to be delivered by one working day and post by two working days.
- 11.7 Termination shall not affect any rights that either party has accrued up to and on termination.
- 11.8 In the event of termination, you shall pay us for any Work carried out up to termination on the basis of time incurred and materials used. Where you terminate, you shall also pay us for any costs incurred thereafter by us as a direct result of such termination. The total payment due to us under this clause shall not exceed the unpaid balance of the latest agreed Purchase Order price.
- 11.9 If the Work has not been scheduled within 12 months, and We have made all reasonable effort to book dates, then any advance payments made for the Work will be non-refundable.

12 DATA PROTECTION

Our Privacy Notice details how we collect, use and protect personal data, and can be found on our website at www.anthias.co.uk/privacy.

13 FORCE MAJEURE

In the event that either party is delayed or impeded in the performance of its obligations under the Contract by any cause beyond its reasonable control, it shall be entitled to such extension of time for such performance as is fair and reasonable in all circumstances, provided always that if the duration of any such delay or impediment exceeds 90 days either party may give 7 days' notice to terminate the Contract, and you will pay

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us all monies due. Under no circumstances shall we be liable for failure or delay in performing or fulfilling the Contract as a result of any cause beyond our reasonable control.

14 CHANGES TO TERMS & CONDITIONS

The terms of the Contract may be altered only by agreement in writing.

15 SEVERABILITY

If any provision or part of any provision in the Contract shall be invalid or unenforceable for any reason then the parties shall meet promptly to discuss in good faith and agree an alternative that secures, as nearly as may be, the same commercial effect as the original. In such circumstances the remaining provisions or part provisions are unaffected.

16 NO WAIVER

Failure or delay on the part of either party to exercise or enforce any accrued rights or provision under the agreement shall not constitute a waiver of such right or provision at any time.

17 ASSIGNMENT

You may not assign, transfer, sub-contract (other than is customary in the trade) nor in any way make over any of your rights or obligations to any third party without our written consent.

18 INTELLECTUAL PROPERTY

18.1 All Background used in connection with the Work shall remain the property of the party introducing the same.

18.2 Any intellectual property generated through the course of the Work belongs to Anthias Consulting. We shall grant, upon request, a royalty-free non-exclusive licence to the intellectual property rights in the results of the Work (provided that this obligation shall not extend to any moral rights in any copyright works nor to our know-how). Such assignment is conditional upon you paying for the Work in full within the terms of the Contract as in Clause 7.

18.3 In the event that you require access to such Background to utilise the results of the Work, we, where it is free to do so, shall grant you a royalty-free non-exclusive licence to use the Background for this purpose, upon your request.

19 LIABILITY

19.1 Nothing in these terms and conditions excludes or restricts the liability of either party to the other for liability for any fraudulent misrepresentation by a party or death and personal injury caused by negligence of a party. We do not accept any liability for loss of business revenues or profits or for any indirect, unforeseeable or consequential loss or damage.

19.2 Subject to Clause 19.1, we shall cease our obligations to you upon completion and delivery of the Work to you under Clause 3 and that no liability, either direct or indirect, shall rest upon us for the effects of any services or goods we have provided to you.

19.3 Subject to Clause 19.1, our aggregate liability arising from the Contract for the performance of the Work shall be limited to the total Purchase Order value.

19.4 No person other than a party to this Contract shall have or acquire any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or have the benefit of any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

20 NON-SOLICITATION

The obligation of non-solicitation shall remain for two (2) years from the date of the Contract

20.1 You must not directly or indirectly solicit business from any client or customer of Anthias in any manner which is competitive with the business of Anthias.

20.2 You must not directly or indirectly request or advise any customer or client of Anthias to withdraw, curtail, or cancel such customer's or client's business with Anthias.

20.3 You must not directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of Anthias.

20.4 You must not directly or indirectly solicit, recruit, encourage, induce or attempt to induce any directors, officers, employees, contractors or other agents of Anthias to terminate their employment or engagement with Anthias or otherwise to act contrary to the interests of Anthias.

21 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between You and Us and supersedes and replaces any and all previous and contemporaneous agreements, understandings, arrangements, undertakings or proposals, written or oral with respect to the same subject matter.

22 GOVERNING LAW AND JURISDICTION

22.1 This Contract shall be governed by and construed in accordance with the Laws of England.

22.2 In the event of any dispute or difference arising out of or in connection with this Contract which the parties cannot resolve by amicable negotiation within 6 weeks of the onset of the dispute, the parties agree prior to any litigation first to try in good faith to settle the dispute or difference by mediation by an independent mediator agreed by both parties. The parties agree to bear equally the administrative costs of the mediation and the mediator's fee. Each party further agrees to bear his own fees and costs. The venue for any mediation shall be England.

22.3 All disputes, differences or questions with respect to any matter arising out of or relating to this Contract shall be finally settled by the courts of law and the parties accept the exclusive jurisdiction of the courts of England. Any claims under the Contract shall be made in the United Kingdom in sterling.