

## Terms and Conditions of Appointment

1. We undertake to provide to you the Consulting Services as detailed in the fee proposal letter in accordance with the terms and conditions stated herein.
2. We shall exercise reasonable skill, care and diligence in the performance of these Services.
3. We shall carry out the Services within a reasonable time frame until a programme has been agreed. We shall use reasonable endeavours to comply with any agreed programme.
4. No action or proceedings under or in respect of this agreement, whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against us unless within the period of six months after provision of the services or such earlier date as may be prescribed by law.
5. Copyright in all drawings and documents prepared by us for delivery to the Client shall remain vested in us unless otherwise agreed. We shall not be liable for the use of any such drawings or documents for any purpose other than that for which the same were prepared by us.
6. If we are prevented at any time from performing any contractual obligation, or if any loss, damage or injury or delay in delivery is occasioned by or due to any cause beyond our control including (but without prejudice to the generality of the foregoing expression) the commission of any criminal act, shortage of goods, act of war (whether declared or not), civil commotion, accident, strikes or lock-outs, Act of God or any restriction imposed by any local municipal or government authority whether British or foreign, we shall be entitled forthwith to determine the contract and to be discharged from all liabilities whatsoever to the Customer and we shall not be liable for any such loss, damage, injury or delay.
7. Except where provided otherwise in these Conditions, we shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or willful default of ourselves or our servants or agents arising out of or in connection with any goods. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded providing that nothing in this paragraph shall exclude or restrict any liability of for death or personal injury resulting from the negligence of ourselves or our servants or agents. In any event, our liability shall be limited to direct loss and shall not include indirect or consequential loss.
8. We shall not be liable for the loss of or damage to software programs during repair, upgrade or installation of any goods whether or not the same are under warranty.
9. Unless otherwise stated any prices quoted are:-
  - i) Exclusive of value added tax and any other taxes;
  - ii) Exclusive of carriage, packing and insurance;



iii) Prices quoted are those current at the time of quotation and the price payable by the Customer shall be that which is current at the time of delivery to the customer.

10. Complete payment shall be due within 30 days of issue of invoice. Unless otherwise stated, 25% of the total project fee shall be due in advance of project commencement and the remaining balance shall be due on completion of the project. In the event of late payment, a late payment interest rate of 10.5% pa shall be chargeable on a daily basis (based on the EC Late Payment in Commercial Transactions Regulations 2002) in addition to a £20 administration charge for each reminder issued.

11. Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date time shall not be of the essence. Delivery of the goods to the Customer's address or any other place stipulated by him shall constitute delivery and the risk therein shall pass upon such delivery to the Customer. We shall be entitled to make partial deliveries or deliveries by instalments and these Conditions shall apply to each partial delivery.

12. The provision of Collateral Warranties to third parties is excluded.

13. This agreement is personal to the Client and non-assignable and we do not accept liability to any third party in contract, in tort or otherwise.

14. These terms and conditions represent the total agreement between us in relation to the Services.

15. Any notice under this agreement shall be in writing and given by sending the same by registered post to the other party. Notices shall take effect when they have been received by the other party (subject to proof of delivery).

16. Nothing in this agreement confers or purports to confer on a third party any benefit or any right to enforce the terms of this agreement.

**End**

