



## IRENICON LTD: Consulting Terms of Business

**1. Instructions:** We will carry out work which is chargeable to the Client only in accordance with a project proposal agreed with the Client and/or as otherwise instructed by the Client.

**2. Performance of consultancy:** We will use our best endeavours to fulfil the Client's business requirements in accordance with the project proposal and/or instructions.

**3. Fees:** Our fees are made up of consultant time spent (including travel) at the quoted hourly rate, plus expenses, plus VAT. Prices are quoted, and shall be paid, in pounds sterling.

**4. Urgent work surcharge:** Clients are reminded that reasonable time should be allowed for us to complete work. Where timetables (whether imposed by the Client or the legal system) require work to be undertaken on an urgent basis, we apply a percentage surcharge to the quoted hourly rate. Work required within one working day will be surcharged by 60%, work required within two working days will be surcharged by 30%. Your acceptance of these surcharge rates is implied by your giving instructions for completion of work (or stage of work) with a deadline of less than three working days.

**5. Expenses:** Mileage is charged at current rates, other travel and subsistence at cost. Telephone and postage is charged at cost, photocopy, fax and typed documents at current page rates.

**6. Payment terms:** We may invoice unbilled fees and expenses in stages as the project proceeds. Invoices are payable within 10 days. We shall be entitled to withhold and/or reschedule services while amounts payable to us are overdue.

**7. Confidentiality:** We will treat all information received from Clients as strictly confidential, and will only use or disclose it as may be required in the performance of the project.

**8. Copyright:** On payment of invoices, our Client acquires the right to use for its own internal purposes the materials produced by us during the consultancy, but this does not include the right to authorise any other organisation (including associated companies or firms and subsidiaries) to use those materials.

**9. Disclaimer:** Advice given and documentation drafted by us is designed to supplement good personnel practice and procedure; it cannot replace them. Our advice depends on the quality and completeness of the information supplied by the Client. Changes in circumstances may materially alter the validity of advice given.

**10. Exclusion and limitation of liability:** Our fee rates are determined on the basis of the limits of liability set out in these Terms of Business. Before contracting for

work to be done, the Client may request that we agree to a higher limit of liability (provided insurance cover can be obtained therefor), in which case our fee rates may be adjusted upwards.

Any personal liability of any of our directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of the consultancy services is hereby expressly excluded.

We shall have no liability for any indirect or consequential losses or expenses suffered by the Client, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

Subject to the terms of the next paragraph, our aggregate liability to the Client, whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the provision of the services which gives rise to such liability in respect of any occurrence or series of occurrences.

Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us for death or personal injury resulting from our negligence or the negligence of our employees, agents or sub-contractors.

**11. Termination:** Further work on a project may be terminated at any time by either party, by notice in writing to the other party, without prejudice to the obligation to pay for all fees and expenses already incurred. Firm commitments entered into are to be honoured whether for performance before or after actual termination date.

**12. Force majeure:** We will not be liable for failure to provide services where it is not reasonably practicable to do so due to circumstances beyond our control.

**13. Interest:** We reserve the right to charge interest on overdue amounts at the rate of 30% per annum (our unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.

**14. Prompt and pre-payment discounts:** Payments will be applied to oldest invoices first. It is not possible to qualify for prompt payment discounts by paying later invoices and leaving earlier ones outstanding.

**15. Funds:** Payments may be made in advance of fees being incurred, and you may then qualify for a discount in accordance with our currently published fee rates. Amounts held by us to your credit (whether described as 'deposit', 'funds' or 'prepayment') will be used to clear sales invoices until no funds remain. Such amounts can only be applied to our invoices, and will not be returned. All deposits, funds and prepayments are non-refundable.

**16. Applicable Law:** All contracts for the supply of goods or services by Irenicon Limited shall be governed by the laws of England and exclusively justiciable in the English courts.