

## Terms of Business

These are the standard terms and conditions by which Change This Limited (“we, us”) will provide services (the "Services") more particularly detailed in our proposal document (“the Proposal”) provided to you ("you"). These Terms of Business are incorporated into the Proposal and must be read in conjunction with the Proposal. Unless otherwise agreed in writing, only those variations or exclusions which appear in the Proposal are to be treated as agreed variations or exclusions to any of the following terms. You agree to be bound by these terms by engaging us to provide the Services.

### **1. Services**

We will provide the Services to you as detailed in our Proposal

### **2. Your Responsibilities**

You shall whenever requested by us, provide comprehensive instructions, decisions, approvals, consent and all pertinent information to us which is necessary for us to deliver the Services. You remain responsible for any commercial decisions that you make.

### **3 Duty Of Care**

We warrant to you that in respect of the Services, we have exercised and will continue to exercise, the reasonable skill, care and diligence expected from a professional and experienced consultant who has held itself out as competent to perform such Services.

### **4 Fee & Payment Process**

The fee is stated in the Proposal. You will ensure that our Company details are inserted into your accounts payable system and a purchase order number allocated to us within 7 days of our commencing the Services so that there is no delay in processing and paying our invoices in respect of the Services.

### **5 Copyright**

Upon payment of the fee we shall grant to you with full title guarantee an unconditional, irrevocable, royalty-free and non-exclusive licence to use, copy all, specifications, schedules, and any other works and documentation produced as part of the Services (the "Documents") for any purpose whatsoever connected with the Services. Such licence shall not be transferrable or assignable. You acknowledge that we shall not be liable to you for the consequences of any use of the Documents other than that for which is was prepared.

### **6 Insurance**

We shall maintain professional indemnity insurance for the duration of the Services provided such insurance is available in the market at commercially reasonable rates and terms. We will provide details of our professional indemnity insurance upon request.

## **7 Time**

The times and dates referred to in the Proposal shall be for guidance only and shall not be of the essence and may be varied by mutual agreement between you and us.

## **9 Corruption**

We shall comply at all times with all applicable laws related to bribery, corruption and related matters including, without limitation, the laws of England and Wales

## **10 Termination**

**10.1** Either party may at any time, by not less than twenty eight days' prior notice in writing to the other, terminate our engagement.

**10.2** Upon termination of our engagement under paragraph 11.1 we shall take immediate steps to bring to an end the performance of the Services in an orderly manner and shall promptly deliver to you the Documents then in existence (whether in the course of preparation or completed) which have not previously been provided to you.

**10.3** You shall pay to us any instalments of the Fee and any expenses which have already accrued due at the date of termination (less any amounts previously paid) within 14 days of the date of termination; and

**10.4** If at the date of termination you require us to re-issue all the Documents we will provide you with a quotation for the cost of doing so and such payment shall be made in accordance with clause 11.3

## **11 Governing Law And Disputes**

**11.1** These Terms of Business shall be governed by English law.

**11.2** The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with these Terms of Business save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

## **12 Entire Agreement**

These Terms of Business supersede any previous agreement or arrangement between us in respect of the Services and represents the entire agreement between us.

## **13 No Waiver**

No failure or delay by either of us in exercising any of our rights under these Terms of Business shall be deemed to be a waiver of that right, and no waiver by either us of a breach of any provision of the Terms of Business shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**14 Non-Solicitation**

You shall, not during the Services and for 12 months after completion of the Services, employ or contract the services of any person who is or was employed or otherwise engaged by us without our express written consent.

**15 Third Party Rights**

No part of the Terms of Business shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Terms of Business.

**16 Relationship of the Parties**

Nothing in these Terms of Business shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Proposal.

**17 Limitation of Liability**

17.1 Our liability in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with the Proposal shall be limited in total to the sum of our fees for the Services to cover all claims of any sort (including legal costs interest payments and penalties) arising out of or in connection to the Services.

17.2 We are not liable for any consequential, punitive or special loss or damage (howsoever caused), even if we are aware of such loss or damage.

17.3 Notwithstanding the provisions of clauses 17.1 and 17.2 we do not and nothing in these Terms of Business shall be construed so as to exclude or limit liability for negligence leading to death or personal injury or fraudulent misrepresentation.

**18 Severance**

In the event that one or more of the provisions of the Proposal and/or of these Terms of Business is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Proposal and/or these Terms of Business. The remainder of the Proposal and/or these Terms of Business terms and conditions shall be valid and enforceable.