

JWS Sales Consultants Ltd

TERMS OF BUSINESS

1. SERVICES

- 1.1 The scope of the Services to be provided to the Client by the Consultant will be agreed in writing between them.
- 1.2 If the Client requires any additional services or any change to the agreed Services, the Consultant will be entitled to an adjustment of the fees and an estimate of the additional fees which may be due will be provided to the Client upon request.

2. COMMENCEMENT / DURATION OF SERVICES

- 2.1 If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date the Consultant begins to carry out any of the Services.
- 2.2 The Services will continue until they are completed unless the Appointment is terminated early in accordance with these Terms of Business.
- 2.3 If for any reason attributable to the Client, the Consultant is delayed in performing any of the Services or any date for completion is changed, the Consultant will notify the Client and the Consultant will be entitled to an extension of time and additional fees to be agreed.

3. FEES AND EXPENSES

- 3.1 The fees payable for the Services will be as agreed in writing between the Client and the Consultant. Unless otherwise specified, fees will be payable by monthly instalments against the Consultant's invoices (payment to be made 14 days after the invoice date).
- 3.2 Out of pocket expenses (including travel, telecommunications, and other costs) will be recoverable in addition to fees and the appropriate amounts will be added to the Consultant's invoices.
- 3.3 The daily, hourly or contract rates quoted to the Client are subject to review annually on *1st January*.
- 3.4 The Consultant will be entitled to interest on overdue accounts at the statutory rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until payment is received by the Consultant.
- 3.5 The daily, hourly or contract rates of the Consultant's personnel quoted to the Client will, unless otherwise agreed, apply to any additional services.

- 3.6 Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

4. INFORMATION & APPROVAL

- 4.1 The Client will ensure that the Consultant is provided in good time with all information needed to enable the Consultant to perform the Services and the Consultant will be entitled to rely on that information.
- 4.2 The Client will give all decisions and approvals in a timely manner and provide any additional assistance or information which the Consultant may reasonably request.

5. STANDARD OF CARE

- 5.1 The Consultant will exercise reasonable skill, care and diligence in the performance of the Services in accordance with the standards of the Consultant's profession.
- 5.2 The Consultant will also use reasonable endeavours to adhere to the programmes (if any) agreed with the Client for the provision of the Services, but no time periods are guaranteed, and the Consultant will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond the Consultant's control.

6. INTELLECTUAL PROPERTY

Copyright in all drawings, reports, documents, and computer-generated data prepared by the Consultant will remain the property of the Consultant. Subject to the Client paying all fees and expenses which are due, the Client will have a licence to copy and use those documents and data for any purpose related to the project for which the Services are provided, but not for any other purpose.

7. PERSONNEL

- 7.1 The Consultant may designate an individual to act as the principal representative of the Consultant in dealings with the Client concerning the Services. The Consultant reserves the right to change that individual but will not do so without good reason and will inform the Client of any such change.
- 7.2 The Consultant will provide the Client with details of the qualifications and experience of staff engaged on the Services upon request.

8. LIABILITY & INSURANCE

- 8.1 The Consultant will take appropriate steps to remedy any defect in the Services for which the Consultant is responsible and which is immediately notified by the Client at any time up to *6 months* following completion of the Services.

- 8.2 The Consultant maintains professional indemnity insurance and will use its reasonable endeavours to maintain such insurance for so long as it has any liability under the Appointment. The Consultant will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and the Consultant shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.

9. TERMINATION

- 9.1 The Consultant may terminate the Appointment at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.
- 9.2 The Client may terminate the Appointment by notice to the Consultant if the Consultant commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.
- 9.3 Upon termination the Client will pay the Consultant all fees and expenses due up to the termination date. In the event of termination by the Consultant under 9.1 or 9.3, the Client will in addition be liable to pay the Consultant an appropriate amount of compensation for the Consultant's loss of anticipated profit.
- 9.4 Termination will not prejudice the accrued rights and liabilities of the parties.

10. ASSIGNMENT & SUBCONTRACTING

Neither party will assign or subcontract its obligations without the consent of the other. In the event of the Consultant wishing to subcontract any of the Services, the Client will not unreasonably withhold its consent. The Consultant will not be relieved of any of its liabilities to the Client in the event of any subcontracting.

11. LAW & JURISDICTION

- 11.1 The agreement between the parties is governed by English law.
- 11.2 Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales.
- 11.3 Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.