

## 1 Terms

These terms apply to the services we are engaged to provide to you as per the agreed and attached engagement letter. Unless explicitly stated in any engagement letter, these terms take precedence.

## 2 Services and deliverables

**2.1 Services:** We will deliver the scope of services as agreed with you and will apply reasonable skill, care and consideration in doing so.

**2.2 Deliverables:** The services and deliverables are intended for you and no other person for the purpose agreed in the engagement letter. Unless you are required by law to disclose it to a third party you will not disclose a deliverable to or share the benefit of the services with any third party without our explicit consent.

**2.3 Liability to you alone:** We only accept liability to you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.

**2.4 Extent of services:** When delivering our services we will not attempt to detect or accept responsibility for detecting fraud, malpractice, inadequate procedures or other wrongdoing.

**2.6 Verbal advice and draft deliverables:** you may only rely on our final written deliverables and not on any verbal advice or draft deliverables given during the service. If we have said something you want to rely on we will happily prepare a written deliverable on which you can rely.

## 3 Your responsibilities

**3.1 Information:** You agree to provide us with all the information we require to

provide the services. You are responsible for ensuring that all information is accurate and complete, and that it is provided in a timely manner.

**3.2 Your obligations:** Delivery of the desired services requires us to work together as agreed. We are not liable for any loss arising from you not fulfilling your obligations.

## 4 Fees

**4.1 Payment for services:** You agree to pay us for our services as agreed in the engagement letter.

**4.2 Basis of fees:** Our fees reflect direct delivery time as well as factors such as complexity, urgency, risks and know-how together with the level of skills and expertise required of the personnel needed to perform and review the services. Our fees may include time spent travelling for the purpose of the services as agreed with you. In addition to our fees you agree to meet reasonable out of pocket expenses and disbursements incurred on your behalf as may be agreed from time to time.

**4.3 Taxes:** You will pay any taxes due in relation to our goods and services. You will pay us the full invoice amount, regardless of any deduction the law requires you to make.

**4.4 Invoices and payment:** We will invoice you on a monthly basis. All invoices are payable 14 days after the date on the invoice. If you do not pay an invoice within 30 days of the date of the invoice, we may charge you interest at the rate set by law.

## 5 Confidentiality

**5.1 Confidential information:** Both parties will only use the other's confidential information in relation to the agreed services. Confidential information will only be disclosed where required by law or

regulation or by a professional body of which we are a member. Confidential information may be shared with relevant subcontractors and to your advisers who are involved in this matter subject to confidentiality agreements being in place.

### **5.2 Referring to you and the services:**

Unless you specifically prohibit it we may refer to you and the services we have performed for you when marketing our services. We will respect confidentiality of information.

**5.3 Survival** The provisions of this clause 5 will survive termination for any reason.

## **6 Intellectual property rights**

We will own the intellectual property rights in the deliverables and any materials created whilst delivering the agreed services. You can continue to use the deliverables for your own internal purposes in line with the conditions detailed in the engagement letter.

## **7 Data protection**

**7.1 Personal data:** Unless you explicitly say otherwise you agree that we may retain and process personal data held by you for the purpose of providing the service; maintaining our administrative or client relationship management systems, and to provide you with information about us and our services.

## **8 Liability**

**8.1 Specific types of loss:** You agree that we will not be liable for loss or corruption of data from your systems; loss of profit, goodwill, business opportunity, anticipated savings or benefits or; indirect or consequential loss.

**8.2 Our liability:** You agree that our total liability (including interest) for all claims connected with the services or the

agreement (including, but not limited to, negligence) is capped at the lesser of the fee or £50,000. This maximum liability is the limit regardless of the number of parties to whom we have accepted liability.

**8.3 Proportionality:** If we have accepted liability in writing and share that liability with another party, regardless of your contractual arrangements with them, the amount due from us will be reduced and reflect the extent of our responsibility as agreed in writing. This agreement will take no account of any limit or exclusion placed on the amount that person will pay or any shortfall in recovery from that person.

**8.4 No claims against individuals:** You agree to bring any claim (including one in negligence) in connection with the services only against us, and not against any individual.

## **9 Subcontractors**

**9.1 Subcontractors:** We may use subcontractors to provide the services. We remain solely responsible for the services.

**9.2 Restriction on claims:** You agree not to bring any claim (including one in negligence) against our subcontractors in connection with the services.

## **10 Materials**

**10.1 Policy:** Unless you explicitly require otherwise we may retain copies of all materials relevant to the services.

**10.2 Release:** Our working papers and materials remain our property, although we will release them when we have specifically agreed to do so in writing.

## **11 Termination**

**11.1 Immediate notice:** The agreement can be ended immediately by either party by giving written notice to the other if the other

party materially breaches the agreement and does not remedy the breach within 14 days; the other party becomes insolvent or appears unlikely to be able to pay its debts; or the other party's performance may breach a legal or regulatory requirement.

**11.2 30 days' notice:** Either we or you may end the agreement on 30 days' written notice.

**11.3 Fees payable on termination:** You agree to pay us for all services we perform up to the date of termination. Where there is a fixed fee for services, you agree to pay us for the services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the engagement letter. If a contingent fee cannot be paid for regulatory reasons, you agree to pay for the work carried out under the contingent fee arrangement on the basis of time spent, unless alternative arrangements have been agreed.

### 12 Dispute resolution

**12.1 Mediation:** In the unlikely event that a dispute arises, the parties will exhaust all other means of resolution before commencing legal proceedings.

**12.2 Law and jurisdiction:** English law will govern the agreement and any dispute arising from it. This will be subject to the exclusive jurisdiction of the English courts in relation to all contractual and non-contractual matters arising.

**12.3 Limitation period:** Any claims must be brought no later than two years after any alleged breach.

### 13 General

**13.1 Matters beyond reasonable control:** No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

**13.2 Quality of service:** If you are not satisfied with the services, or have suggestions for improvement, please contact either your engagement leader or **Chris Shepherd**, the board member responsible for quality. We will look carefully and promptly at any complaint.

### 14 Interpretation In the agreement

The following words and expressions have the meanings given to them below:

**services** – the services set out in the engagement letter.

**the agreement** – these terms and the engagement letter to which they relate (including any schedules).

**we, us or our** – refers to **31ten Consulting Limited**, a company limited by shares incorporated in England (09389147) whose registered office is at Ground Floor Apex Yard, 25-35 Long Lane, London, London, United Kingdom, SE1 4PL.

**you, your** – the party or parties to the agreement (excluding us).