

Standard Terms and Conditions

1.0 DEFINITIONS AND INTERPRETATION

1.01 The term Consultant (us, we refers to "pcw strategy & management consulting ltd" who may use a trading style of "pcw consulting group" from time to time

1.02 The Agreement between the Consultant and you, the Client, shall consist of the relevant Proposal Document, Standard Terms and Conditions, Memorandum of Agreement, where used, and all other documents or deliverables specifically identified which shall set out the agreed scope for Services, Fees and Timings.

1.03 Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it, save for any assignee of this Agreement to whom the same shall be expressly assigned, and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be of no effect in respect of this Agreement.

1.04 Neither party to this Consultant Agreement shall be entitled to assign it without the express written consent of the other party.

1.05 The law of this Agreement is English Law and the English Courts shall have jurisdiction in respect of all matters arising from this agreement.

1.06 In the event of a dispute or difference arising out of this Agreement that cannot be resolved by the Parties, the formal dispute resolution process shall be through appropriate dispute resolution techniques such as adjudication, and/or mediation arbitration and/or through the English Courts depending upon which is proportionate, timely, economic and appropriate.

1.07 All offers, proposals and bids are valid for up to 30 days only, after which they are rescinded.

1.08 Where a day rate charge is agreed for attendances to a location other than the Consultant's offices, a "day" is defined as 8 hours, inclusive of travel time incurred by the Consultant to and from that required location. If a "day" duration is exceeded, the time in excess of 8 hours shall be chargeable in accordance with Clause 12.05 here-in.

1.09 Deliverables are letters, reports, information, advice or opinions given by us in connection with the Services

3.0 NORMAL SERVICES

3.01 The Client hereby appoints the Consultant and the Consultant hereby agrees to provide the Services in connection with the mutually agreed Client's scope of requirements based upon the terms of this Agreement and that agreed final Schedule of Services.

3.02 The Consultant shall provide perform and discharge the Services described in the memorandum of agreement, where used, or the Schedule of Services enclosed within the proposal document or subsequent amendments to the same, constituting the final Schedule of Services

3.03 The Consultant does not include for any allowance for the attendance at meetings beyond the allowance specified in their fee proposal. Where such additional meetings/attendance is requested or instructed, these shall be charged in accordance with Clause 12.05 here-in, and shall also include appropriate charges for the travel time and fair and reasonable expenses.

4.0 DUTY OF SKILL AND CARE

4.01 The Consultant warrants to and undertakes with the Client that it has exercised and will continue to exercise in the performance and discharge of the Services the reasonable skill care and diligence to be expected of a suitably qualified and competent consultant.

5.0 PREVIOUS AGREEMENTS

5.01 Any services performed prior to the date of this Agreement by the

Consultant for the Client in connection with the works shall be treated as having been performed under the terms of this Agreement which shall supersede any previous agreement between the parties with regard to the project.

6.0 PROGRAMME REQUIREMENTS

6.01 The Client may from time to time request of the Consultant, in performing the Services, to meet certain programme and completion dates and subject to the Client making such requests in a realistic and timely manner, any programme with the quotation, time frames and dates of delivery are provided for guidance only. For the purposes of this agreement, time shall not be of the essence and the Supplier shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason and all necessary information being available to the Consultant at that time; and being in the proper form; and subject to the Consultant promptly making known to the Client any reasonable objections to such dates, the Consultant shall use reasonable endeavours to proceed with the performance of the Services to achieve such dates, subject always to matters within his reasonable control and the continued performance of other parties who interface with the Consultant's work continuing to meet their deadlines to allow the Consultant to meet such requests or revised time constraints.

6.02 The Client shall provide the Consultant without charge and in such reasonable time so as not to prevent, delay or disrupt the performance of the services: all data, information, records and goods which are reasonably requested from time to time by the Consultant. The Client shall give the Consultant such assistance as the Consultant may reasonably require in connection with the performance of the Services.

6.03 If any work is carried out or additional costs are incurred by the Consultant because of:

- (i) any variation to the services by the Client;
- (ii) any delay by the Client;
- (iii) any delay by third parties;

(iv) other reasons beyond the reasonable control of the Consultant;

then, the Consultant shall be entitled to additional time to complete the Services and payment in accordance with clause 12.05 here-in.

7.0 PROFESSIONAL INDEMNITY INSURANCE AND LIABILITY

7.01 Notwithstanding anything to the contrary contained in this Agreement, the liability of the Consultant under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty,

trust, confidentiality or otherwise (other than in respect of personal injury or death or fraud) shall not £100.

7.02 Nothing in this agreement limits or excludes the Introducer's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.03 The Consultant shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

(a) loss of profit, sales, revenue or business;

(b) loss of agreements or contracts;

(c) loss of anticipated savings;

(d) loss of or damage to goodwill;

(e) loss of use, corruption of software, data or information;

(f) any indirect or consequential loss.

7.04 Subject to clause 10.1 and clause 10.2, the Introducer's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to:

(a) £100.00 per claim; and

(b) in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the equivalent of the total charges paid by the Introducers in that period.

7.05 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

7.06 No limitations in respect of deliberate default. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

7.07 No liability for claims not notified within 12 months. Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail

7.08 Subject to the above clause but notwithstanding otherwise, anything to the contrary contained in this Agreement, such liability of the Consultant for any claim or claims under this Agreement shall be further limited to such sum as it would be just and equitable for the Consultant to pay having regard to the extent of his responsibility for the loss or damage suffered as a result of the occurrence or series of occurrences in question. ("the loss and damage") and on the assumptions that:

(i) all other Consultants and Suppliers relevant to the Appointment of the Consultant shall have provided contractual undertakings on terms no less onerous than those set out in the Duty of Care Clause to the Client in respect of the carrying out of their obligations.

(ii) there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any such other party who is responsible for any extent for the loss and damage is contractually liable to the Client for the loss and damage; and

(iii) all Other Consultants and all Suppliers have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

7.09 For the avoidance of doubt, collateral warranties are generally unnecessary for the normal scope of the Consultant's advisory services nor are they included as part of this Agreement and no obligation shall exist upon the Consultant to provide warranties of any kind and to third parties.

7.10 Liability not to exceed amount of Insurance. Further and not withstanding anything to the contrary contained in this Agreement and without Prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of the Consultant under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim shall not exceed the amount, if any, recoverable by the Consultant by way of indemnity against the claim in question under Professional Indemnity Insurance taken out by the Consultant and in force at the time that the claims or (if earlier) circumstances that may give rise to the claim is or are reported to the

insurers in question.

8.0 INTELLECTUAL PROPERTY & MORAL RIGHTS

8.01 The Consultant shall not be liable for the consequences of any misuse or use of material by the Client or any other person for any purpose that was not within the reasonable contemplation of the Parties as being a proper use of the material when it was prepared.

8.02 The Consultant will not be liable for any use the Client may make of the documents for any purposes other than that for which they were originally provided by the Consultant unless the Consultant authorises such use and confirms that the Documents are suitable for it.

8.03 Subject to the provisions of this Agreement, copyright of documents, intellectual property and deliverables of any nature whatsoever contained in them which have been or are hereafter provided by the Consultant in the course of performing its obligations under this Agreement ("Documents") will remain vested in the Consultant.

8.05 Without prejudice to any other rights or remedies that each party possesses, it is acknowledged and agreed that damages alone would not be an adequate remedy for any breaches of the terms in respect of misuse or non-permitted use of our Documents or Intellectual Property or Confidentiality by you or other parties that you have shared our Documents with. Accordingly, each party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

9.0 REMUNERATION FOR NORMAL SERVICES

9.01 The Due Dates for payment of fees for the performance of the Services shall be as defined in the proposal document here-in. In default of the proposal or offer properly identifying the Due Dates for payment the due dates shall be the earlier of the Application for Payment date; or the Invoice date (tax point); or every 14 days starting from 14 days after the first date that the Consultant commenced performing the Services or from when instructed to perform the Services in writing.

9.02 Expenses and disbursements shall be payable at 45p/mile for motoring; and cost plus 10% for all other necessary and reasonable expenses which covers all associated admin costs. We will seek sanction for any expenses that are likely to exceed £250.

9.03 In the event of the project and / or our services being suspended or terminated, we reserve the right to recover that fee which would be fair and reasonable with due regard to the work stage reached or time booked and any other loss of gross overhead and margin contribution.

10.0 ADJUSTING THE FEE

10.01 The Fee shall be adjusted if the performance of the Services is materially delayed or disrupted or subject to change due to:

- (i) a change in the scope, size, complexity or duration of the commission; or
- (ii) any other cause outside the Consultant's reasonable control, provided that the Consultant shall not be entitled to any adjustment of the Fee where delay or disruption arises from the Consultant's default or negligence.
- (iii) new or varied information supplied

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10.02 The Consultant shall notify the Client of its intention to claim an adjustment to the Fee after it becomes aware of any material delay or disruption to the Services. The Consultants notice shall include a written estimate of:

- (i) the proposed adjustment to the Fee;
- (ii) the likely effect of the delay or disruption on the Services/Programme

10.03 Unless the parties agree otherwise in advance, the Fee shall be adjusted by a reasonable amount by reference to the time charges set out in Clause 12.05 or by lump-sum basis if the Consultant deems this appropriate

11.0 VAT

11.01 In addition to the fees and disbursements here-in confirmed. The Client shall pay Value Added Tax on the same, at the rate and in the manner from time to time prescribed by law.

12.0 PAYMENT

12.01 No later than five days after payment becomes due, the Client shall notify the Consultant of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated. For ease of administration, unless otherwise advised by us, our Application for Payment, where used or our Sales Invoice constitute a "Payee Notice", failure to do so constitutes all monies due are accepted and will be paid in full.

12.02 If the Client wishes to withhold any payment, in full or in part, it shall give a Pay Less Notice to the Consultant not later than 14 days prior to the final date for payment of the Notified Sum specifying the amount to be paid, its calculation and the ground or grounds for not paying the Notified Sum,

failure to do so constitutes acceptance that all monies due are accepted and will be paid in full.

12.03 The Final Date for Payment for all payments shall be before 21 days after the Due Date for Payment ie the Invoice Date.

12.04 The interest due on late payment of invoices is 10% charged on a compounded daily accruing basis at $\frac{1}{12}$ of $\frac{1}{360}$ of said rate per day. The parties agree that this provision shall constitute a "substantial remedy" for the purposes of The Late Payment of Commercial Debts (Interest) Act 1998.

12.05 If the Consultant is requested to undertake additional works over and above an approved budget or outside the scope of the Services, we will notify this to you, the client and we reserve the right to not agree to a change in scope or if we do, we reserve the right to charge for this additional work. Our costs for these additional works will be calculated on a time and expenses basis or on a fair and reasonable lump-sum basis, as deemed appropriate. In calculating our fees, the following are applicable in respect of resource grades and charge-out rate.

Personnel Hourly charge out rates (excluding VAT)	
Position	Rate
Executive Director, Executive Consultant, Expert	£250
Director, Senior Strategy Consultant	£200
Associate Director	£175
Consultant	£125
Associate Consultant	£75
Secretariat and Administration	£25

These rates are generally, unless stated otherwise in the Proposal Document, applicable where the consultant is undertaking short-term commissions not exceeding half a day's duration. The Consultant will not book time spent of less than $\frac{1}{4}$ hour's duration assisting on a Client matter. Where the Consultant has entered into a regular or repeat arrangement where the Consultant is booked for at least 1 day per month, then the Consultant, may offer a discount to day rates of 10%.

12.06 At the point that an account becomes overdue for payment, we shall notify you in writing and refer you to this clause 12 and specifically, we notify you that when an account is 7 days or more overdue for payment, then, at our discretion or without any FURTHER NOTICE because it is explicit here-in, we reserve the right to suspend the performance of all or part of the Services, withdraw the licence or seek injunctive relief as referred to in clause 8.0 preventing further use of the Consultant's copyrighted materials

and the use of any form of intellectual or moral property owned by us for use by you, your customer, your suppliers, other professional advisors, funders, tenants, or any other interested parties until such time that the commercial matters are resolved to our satisfaction. We may also issue further notices or undertake formal enforcement proceedings as we deem appropriate.

The Client shall pay the Consultant a reasonable amount in respect of costs and expenses, reasonably incurred by the Consultant as a result of any exercise of its right referred to in this clause.

12.07 Subject to conditions prevailing we may agree to issue interim invoices and credit facilities in which case we will allocate you a credit limit at our discretion on the specific contract and indeed, your credit account as a whole, if we are working with you on multiple contracts which we can confirm upon request. In the event that you exceed your allocated overall Credit Limit, we reserve the right to cease provision of services on that and indeed, all contracts with you and your total Credit Facility may be withdrawn entirely until such time as balances are corrected within the account(s) concerned to our satisfaction.

12.08 At the point of notification that an account is 7 days or more overdue, as defined in clause 12.06, the Consultant reserves the right to charge administration fees at £100 per statement, reminder or each item of correspondence relating to late payment default.

13.0 TERMINATION

13.01 The Consultant may immediately terminate its engagement under this Agreement by giving written notice to the Client if;

- (i) the Client is in material breach of its obligations under this Agreement and fails to remedy that breach within 7No business days of receiving written notice from the Consultant requiring it to do so; or
- (ii) the Client becomes insolvent
- (iii) Force Majeure
- (iv) Following a cessation instruction from the Client to the Consultant requiring the Consultant to materially stand down/pull off site for a period exceeding five business days or an unspecified period; or if unforeseen events or circumstances arise such that there are difficulties in determining how to proceed with the works at any given juncture; Client is late paying or has difficulty paying or in raising funds to pay for the work; or cannot provide reasonable access or safe working environment for the Consultant to perform the services; the Client is repeatedly unable to provide sufficiently adequate or workable or accurate responses to reasonable information requests from the Consultant necessary for the performance of the services in a reasonably timely manner or is unable to proceed at the speed anticipated by the contract.

13.02 On termination in accordance with clause 13.01 the Client shall pay the Consultant:

- (i) any amount due for payment under this agreement at the date of termination
- (ii) a fair and reasonable proportion of the next instalment of the Fee

commensurate with the services properly performed at the date of termination

(iii) any costs, expenses, disbursements or losses

(iv) any loss of profits, loss of fees, loss of chance or other similar losses;

(v) any indirect losses or consequential losses

extend into that area which might require much more extensive due diligence

16.05 Each party shall comply with all current data protection legislation.

16.06 This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

16.07 The failure by either Party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that part's right to subsequently compel and require strict compliance with every provision of this agreement.

16.08 If a dispute or disagreement arises out of this agreement that Parties cannot resolve by normal commercial negotiations between them, a recognized dispute resolution method shall be adopted via adjudication, mediation, arbitration or through the English Courts depending upon which is deemed to be proportionate, timely or economic and appropriate.

14.0 ENTIRE AGREEMENT

14.01 This Agreement and relevant fee proposal documentation constitute the entire Agreement between the parties hereto with respect to the subject off commercial matters hereof and no modification amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by an authorized director of both the parties hereto.

14.02 Warranty of Contractual Capacity - Both Parties and all signatories to this agreement warrant that they are authorised and permitted to enter into this agreement and have obtained all necessary permissions and approvals.

15.0 CONFIDENTIALITY

15.01 In many cases, during the course of the Consultant's normal business activities, a separate non-disclosure agreement is often entered into.

15.02 Irrespectively, you and we shall each (and will use our reasonable endeavours respectively to procure that our respective partners, directors, agents, officers, contractors and employees shall) at all times keep confidential and shall not use, except in connection with the performance of the Services or as expressly agreed in writing or as otherwise required or permitted reasonable by Law or regulation, any Deliverables and/or information obtained or given in connection with the Services (Permitted Disclosure). Neither Party shall be liable to any other Party who is shown or gains access to such information or Deliverables.

16.0 INFORMATION RELEVANT TO THE UNDERTAKING OF SERVICES

16.01 You accept responsibility for making available to us all relevant, complete and accurate information to enable us to rely upon and perform the Services to the necessary standards of skill and care in good faith and that we shall have royalty free permission to copy such information for, solely, the purposes of undertaking the services and are to notify us promptly if there are any material changes to that information during the formative stages prior to issue of our final deliverables.

16.02 We will not provide advice in relation to Investment but if such services are required, we may refer you to a professional licenced by the Financial Conduct Authority (FCA)

16.03 Unless specifically employed to do so, we will not be undertaking formal Audit as part of the normal Services or assurance engagement as conducted in accordance with the International Standards on Auditing (UK) as issued by the Auditing Practices Board or any other assurance standards. We shall not seek to verify the accuracy of information supplied to us but will rely on information, statements, explanations given to us by the directors, officers and staff involved in this engagement.

16.04 Neither the Services or the findings shall in any way constitute recommendations regarding the completion of any proposed transaction and it is your responsibility to clarify whether the scope of services needs to