

INTEGROUS LIMITED TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions:

“the Client” means any such individual or business who enters into this Agreement with the Consultant;

“the Consultant” means Integrous Limited, whose trading address is Branston Court Branston Street Great Barr Birmingham B18 6BA

“the Services” means the services to be provided by the Consultant to the Client as specified in the Purchase Order;

“the Premises” means the location where the Services are to be performed, as specified in the Purchase Order;

“the Contract” means the contract between the Client and the Consultant consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order;

“the Purchase Order” means the document setting out the Client's requirements for the Contract including the signed Proposal Documentation and/or quotation provided by the Consultant.

“the Contract Period” means the length of the Contract between the Client and the Consultant.

“Intellectual Property Rights” means trade marks, patents and copyright.

2. CONSULTANT'S STATUS

For the avoidance of doubt it is declared that the Consultant in carrying out the work acts as an Independent Consultant and is not the Client's servant or agent.

3. THE SERVICES

3.1 To the extent that the standard of work has not been specified in the Contract, the Consultant shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence.

3.2 The Consultant warrants and represents that all staff assigned to the performance of the Contract shall possess and exercise such skill and experience as are necessary for the proper performance of the Contract.

3.3 The Client may reserve the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the omission of Services, the addition of new Services, or increasing or decreasing the Services or the locations where they are to be provided or otherwise) for any reason. Such a change is hereinafter called “a variation”.

3.4 In the event of a variation the price to be paid under the Contract may also be varied. Such variation in the price shall be calculated by the Client and agreed with the Consultant and shall be such amount as properly and fairly reflects the nature and extent of the variation in all the prevailing circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of Clause 19.2.

3.5 The Consultant shall provide such information as may be reasonably required to enable such varied price to be calculated.

4. FEES AND EXPENSES

4.1 The Client shall pay to the Consultant fees at the rate specified in the Purchase Order.

4.2 Unless otherwise stated in the Contract, the Consultant shall be entitled to be reimbursed by the Client the amount of all expenses reasonably and properly incurred by the Consultant in the performance of its duties hereunder. For the avoidance of doubt, this includes, but is not limited to, food, drink, travel, accommodation and VAT.

5. PAYMENT

5.1 The Consultant shall invoice the Client for the price agreed for the Services. The Client shall pay the invoice within 7 days of the date of the invoice.

5.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.

5.3 So far as payment of the Consultant's invoices is concerned, time is of the essence, and if the Client does not make payments on the due date, or if any payment made is subsequently revoked or re-debited, then, without prejudice to any other remedy:

5.3.1 the Consultant may withhold or suspend supply of Services in respect of any contract.

5.3.2 all sums owing by the Client to the Consultant on any account shall be due and payable immediately.

5.3.3 the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 shall apply.

5.3.4 the Client will indemnify the Consultant against all loss damage costs and expenses (including legal expenses on the indemnity basis) incurred by the Consultant.

5.3.5 the Consultant may terminate the Contract between the Buyer and the Seller in accordance with Clause 14 of these Conditions.

5.4 In certain circumstances, the Consultant may require the Client to make payment on account of the Consultant's fees and any expenses that are to be incurred in connection with the Consultant's work.

6. THE CONSULTANT'S PERSONNEL

6.1 The Consultant may make available for the purposes of the Services any individuals named in the Purchase Order as key personnel.

6.2 The Consultant shall take the steps reasonably required by the Client to prevent unauthorised personnel being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Services, the Consultant shall take all reasonable steps to comply with such notice.

6.3 The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Services or as to the designation or approval of key personnel this Condition shall be final and conclusive.

6.4 The Consultant, its sub-contractor(s), agents, servants, suppliers or employees, engaged on the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the Conduct of Personnel when on those Premises.

6.5 The Client shall bear the cost of any notice, instruction or decision of the Client under this Condition.

7. REPLACEMENT OF PERSONNEL

7.1 Where the Consultant provides that the Services shall be undertaken by named personnel, the Consultant shall undertake all reasonable steps to ensure that their personnel shall remain for the full period of this Contract. In the event of sickness or other emergencies, the Consultant shall, if and only if so requested by the Client, provide suitably qualified and experienced replacement personnel which are acceptable to the Client without additional charge or expense at the earliest possible opportunity.

7.2 If, for any other reasons, changes in the Consultant's personnel become necessary in the opinion of the Client, such changes shall be subject to a minimum five working days' written notice by the Client to the Consultant in the first twenty [20] elapsed working days of the Contract Period and twenty working days written notice any time thereafter. All replacement personnel shall be provided at the earliest opportunity and at no additional cost to the Client.

7.3. In circumstances which are beyond their reasonable control, the Consultant may, subject to the approval of the Client, replace any of the named personnel with personnel of equivalent expertise and experience, and at the same cost, by giving one month's notice in writing.

7.4 If in the opinion of the Client, a handover period is required, the Consultant shall provide both the named personnel and the replacement personnel during this period at no extra charge.

8. ACCESS TO PREMISES

8.1 The Consultant shall take the steps reasonably required by the Client to prevent unauthorised persons from being admitted to the Premises. The contract manager shall afford to the authorised personnel of the Consultant at all reasonable times and with prior agreement such access to the Premises as may be necessary for the performance of the Contract provided always that the contract manager shall have the right to refuse admittance to or order the removal from the Premises of any person employed by or acting on behalf of the Consultant or any sub-contractor who in the opinion of the contract manager (which shall be final) is not a fit and proper person to be on the Premises. Action taken under this Condition shall be confirmed in writing to the Consultant by the contract manager and shall not relieve the Consultant of their obligations under the Contract. At all times personnel of the Consultant shall obey the contract manager's directions relating to safety.

8.2 Where the Consultant and Consultant's employees, servants, agents, suppliers or subcontractors are required to have a pass for admission to the Premises, the Client's representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

9. LICENCE TO OCCUPY THE PREMISES

9.1 Any Premises (including temporary buildings) made available to the Consultant by the Client in connection with the Contract, shall be made available to the Consultant free of charge and shall be used by the Consultant solely for the purpose of performing the Contract. The Consultant shall have the use of such Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

9.2 The Consultant and Consultant's employees, servants, agents, suppliers or sub-contractors shall observe and comply with rules and regulations as may be in force at any time for the use of such Premises determined by the Client, and pay for the cost of making good any damage caused by the Consultant, his employees, servants, agents, suppliers or sub-contractors other than fair wear and tear.

10. CLIENT'S PROPERTY

10.1 Any premises (including temporary buildings) made available to the Consultant by the Client in connection with the Contract, shall be made available free of charge and shall be used by the Consultant solely for the purpose of performing the Contract. The Consultant shall vacate the land or premises on completion, termination or abandonment of the Services. The Consultant and the Consultant's employees, servants, agents, suppliers or sub-contractors shall observe and comply with rules and regulations as may be in force at any time for the use of such premises determined by the Client, and pay for the cost of making good any damage caused by the Consultant, his employees, servants, agents, suppliers or sub-contractors other than fair wear and tear.

10.2 Government property issued or otherwise furnished in connection with the Contract shall remain the property of the Client and shall be used in the execution of the Contract and for no other purposes whatsoever unless prior approval in writing of the Client has been obtained.

10.3 The Consultant shall keep safe and in good condition, all Client's property issued in connection with the Contract, shall be responsible for any loss or damage to that property, and shall indemnify the Client against such loss or damage.

11. OBSERVANCE OF LEGAL REQUIREMENTS

11.1 The Consultant shall carry out his obligations under the Contract in a manner that conforms with any relevant legal requirements.

11.2 Without prejudice to the generality of Condition 9.1 above, in carrying out his obligations under the Contract, the Consultant shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

12. CONFIDENTIALITY

12.1 Each party ('the Receiving Party') shall keep confidential all information of the other party ('the Disclosing Party') obtained under or in connection with the Contract, whether such information (which shall include, but not be limited to information obtained by the Consultant when visiting the Site) is related to the Contract or otherwise, shall not divulge the same to any third party without written consent of the Disclosing Party, and shall use it only for the purposes of the Contract. The provisions of this Clause shall not apply to any information if such information is:

- (a) in the public domain, other than through the fault of the Receiving Party,
or
- (b) in the possession of the Receiving Party before its disclosure by Disclosing Party; or
- (c) obtained from a third party who is free to divulge the information concerned without a continuing restriction on its disclosure;
or
- (d) independently developed by the Receiving Party.

12.2 The Consultant and the Client shall divulge the information of the other party only to those employees, including the agents and/or employees of any authorised sub-contractor who is directly involved in the Contract and/or the installation and/or use of the goods and/or provision of the Services, and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.

12.3 The Consultant and the Client must ensure that its agents, employees and sub-contractors are bound by the requirements of this Clause, and shall be held responsible for any breaches of confidentiality committed by them.

12.4 Subject to the provisions of the Freedom of Information Act, the provisions of this Clause shall continue in perpetuity, notwithstanding the cancellation, termination or discharge of the Contract.

13. WORKING ARRANGEMENTS

13.1 The Consultant's personnel may be required to work in accommodation provided by the Client as specified in the Contract.

13.2 Hours of work may be as agreed in the Contract.

13.3 In exceptional circumstances leave may be taken only with the prior written agreement and at such times as are agreed with or on behalf of the Client.

13.4 The Client will be solely responsible for ensuring the Consultant's personnel comply with all statutes, bye-laws and legal requirements to which the Client is subject in respect of its own staff provided that such responsibility is committed under the supervision, direction and control of the Client with regard to claims by third parties.

14. TERMINATION

14.1 The Consultant may terminate the Contract if the Client does not pay the amount(s) specified in the invoice(s) for the Services and upon the Consultant giving the Client 14 days' notice following the date specified for the payment of the invoice(s) in Clause 5.1;

14.2 If the Contract is terminated because of the reason specified in Clause 14.1 above, then the Client shall pay for all Services carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by the Consultant for the performance of the Services prior to the date of termination.

14.3 The Client shall have the right to terminate the Contract on one month's written notice on the happening of any of the following events:

- 14.3.1 the Consultant fails to comply with any of its express or implied obligations under the Contract;

14.3.2 the Consultant is unable or prevented from carrying out its duties under the Contract because of illness or injury or any other cause for any period or periods exceeding a total of 90 days in any period of one year;

14.3.3 the director of the Consultant is convicted of any criminal offence other than an offence which in the reasonable opinion of the Client does not affect the Consultants relation to the Client under the Contract;

14.3.4 the director of the Consultant becomes prohibited by law from holding office as a director;

14.3.5 the director of the Consultant becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;

14.5 The expiration or earlier termination of the Contract shall not effect:

14.5.1 such of its provisions as are expressed to operate or have effect afterwards; or

14.5.2 any right of action already accrued to either party in respect of any breach of the Contract by the other party.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 The Consultant may sub-contract the performance of the Contract in whole or in part. Sub-contracting any part of the Contract shall not relieve the Consultant of any obligation or duty attributable to him under the Contract or these conditions.

15.2 The Consultant shall not assign any portion of the Contract without the prior written consent of the Client.

16. OFFERS OF EMPLOYMENT

16.1 For the duration of the Contract and for a period of twenty-four [24] months thereafter the Client or any associated companies of the Client shall not directly or indirectly employ, contract or offer employment to any of the Consultant's staff who have been associated with the work without the Consultant's prior agreement in writing.

16.2 If the Client does employ or contract any of the Consultant's staff as set out in 16.1 above, the Client will pay 100% of the contract value of the Contract to the Consultant as compensation.

17. MATTERS BEYOND PARTIES CONTROL

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, flood, explosion, natural catastrophe, sabotage, revolution, riot, civil war, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate the Contract by written notice to the other Party.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 The Consultant recognises that the Client is the owner of all Intellectual Property Rights and the goodwill attaching to the business in the products and services in respect of which they are used and registered and agrees that the Intellectual Property Rights shall remain vested in the Client at all material times.

18.2 The Client will indemnify the Consultant against all costs, claims, demands, expenses and liabilities arising out of or in connection with any claim that the normal use or possession of the Equipment infringes the UK intellectual property rights (including without limitation any patent, copyright,

registered design, design right or trademark) of any unaffiliated third party, subject to the following conditions:

18.3.1 the Consultant shall promptly notify the Client in writing of any allegations of infringement of which it has notice and will not make any admissions without the Client's prior written consent nor take any step (or omit to take any step) which would prejudice the Client's defence of the claim;

18.3.2 the Consultant at the Client's request and expense, shall allow the Client (subject to paragraph 18.3.3 below to conduct and/or settle all negotiations and litigation resulting from any such claim;

18.3.3 The conduct by the Client of any such negotiations or litigation shall be conditional upon the Client:

1. giving to the Consultant such reasonable security as shall from time to time be required by the Consultant to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the Consultant may become liable; and
2. taking over such conduct within a reasonable time after being notified of the claim in question

18.4 The Consultant shall, at the request of the Client, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by the Client for any reasonable out of pocket expenses incurred in so doing.

NOTICES

19.1 Any notice given under this agreement shall be in writing and may be served:

- 19.1.1 personally,
- 19.1.2 by registered or recorded delivery mail,
- 19.1.3 by facsimile transmission (confirmed by post), or
- 19.1.4 by any other means which any party specifies by notice to the others.

19.2 Each party's address for the service of notice shall be its registered office or such address it specifies by notice to the others.

19.3 A notice shall be deemed to have been served:

- 19.3.1 if it was served in person, at the time of service,
- 19.3.2 if it was served by post, 48 hours after it was posted, and
- 19.3.3 if it was served by facsimile transmission, at the time of transmission.

20. GENERAL

20.1 This agreement shall be governed by English law.

20.2 All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the Consultant is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of two persons one to be appointed by the Client and one by the Consultant, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

20.3 Our agreement with you is personal as between you and us and is not intended to confer any rights of enforcement on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply to our agreement with you.

20.4 These terms and conditions may be updated from time to time. We will notify you of such changes on reasonable notice and such updated terms will apply from the effective date of such terms.

