

## **Terms and Conditions**

### **for Consultancy, In-House Training Courses & Meetings**

#### **1. INFORMATION, SERVICES AND WORKING FACILITIES.**

- (a) Subject always to the obligations and responsibilities of Client under the Data Protection Act 1998 ensure that Project Development and Support Ltd (the Company) is provided with the information required to assist in the preparation and completion of the work defined.
- (b) Whilst working on the Client's premises, services and facilities as shall be reasonably suitable and adequate for the undertaking of the duties under this contract.

#### **2. FEES and EXPENSES.**

- (a) The Client to pay all fees (or the appropriate proportion thereof) and expenses within 30 (Thirty) days of the Company's invoice.
- (b) Fees and expenses outstanding later than 7 (Seven) days from their due dates to incur interest charged at 8% (Eight per cent) above the European Central Bank rate prevailing at the Invoice date subject to a minimum rate of 11% (Eleven per cent) calculated from the due date upon the total sum outstanding.
- (c) All fees and expenses are subject to the addition of VAT at the appropriate rate.
- (d) Travel by car is charged at the rate of 42 pence per mile and travel by rail, taxi or air is charged at cost. Travel costs inside the M25 are not normally charged. Overnight accommodation when required is normally booked and paid for directly by the Client but if booked and paid for by the Company is charged at cost.
- (e) The Client is responsible for the provision and cost of venues used for meetings or training courses.

#### **3. MODIFICATION OR EXTENSION OF CONTRACT.**

Any modification or extension of this contract to be confirmed in writing and signed by both parties before any additional service work begins.

#### **4. CONFIDENTIALITY.**

- (a) The Company shall keep, and ensure that its personnel shall keep, the Client's confidential information (meaning any unpublished information relating to the Client's business plans, finances, technology, or other know-how where the information was received during the period of this contract), and all other matters arising or coming to the Company's attention in connection with the performance of its duties under this contract, secret and confidential and not at any time for any reason whatsoever to disclose them to any third party except as permitted under this contract to enable the Company to carry out its duties and obligations. The Company shall procure that its personnel and all other of its employees having access to any of the Client's confidential information shall be subject to the same obligations as the Company and the Company shall take all such reasonable steps to ensure that its employees are made aware of such obligations.
- (b) The Company's obligations under this clause 4 shall survive the expiry or the termination of the contract for whatever reason.
- (c) The obligations of confidence referred to in this clause 4 shall not apply to any information that:
  - (i) is in the possession of and is at the free disposal of the Company or is published or is otherwise in the public domain prior to the Company's receipt of such information from the Client; or



- (ii) is or becomes publicly available on a non-confidential basis through no fault of the Company.
- (d) By the substitution of the word Company by the word Client and vice versa in 4(a), (b) and (c) above the terms of this clause 4 shall also be applicable to the Client

**5. INDEPENDENT CONTRACTOR.**

The Company is an independent contractor and therefore not eligible to participate in any benefit programmes or tax withholding obligations on the part of the Client.

**6. ASSIGNMENT.**

The Company shall not sell transfer or otherwise assign the benefit of this contract to any third party without the prior written consent of the Client.

**7. COPYRIGHT.**

- (a) The Copyright of any document prepared or furnished by the Company in either draft or final form shall remain with the Company or the Originator of such material together with the right to arrange and control its external sale or loan or reproduction in whole or in part.
- (b) If the Client shall wish to reproduce material the Client shall do so only after a written request for permission to reproduce the copyright material having been delivered to the Company or the Originator and after compliance with the conditions imposed by the Company or the Originator in the grant of such request.

**8. GOOD FAITH**

- (a) All surveys, forecasts and recommendations made under this contract and in any subsequent report, working paper or letter are made in good faith and on the basis of the information before the Company at the time. Their achievement must depend among other things on the effective co-operation of the Client.
- (b) In consequence subject to clause 3. above no statement in any report, working paper or letter is to be deemed to be a representation, undertaking, warranty or contractual condition.

**9. TERMINATION**

Should the contract be terminated for any reason prior to its natural expiry the Company will charge fees and expenses commensurate with the amount of work done as at the date of termination.

**10. IN-HOUSE COURSES**

To facilitate the preparation of course materials the number of participants expected to participate in any in-house course must be notified to the Company at least five working days prior to the event

**11. IN-HOUSE COURSE CANCELLATION**

The full course fee will be payable for an in-house event cancelled by the Client less than five working days prior to the event.

21 March 2011

