

Standard Terms of Business: Supply of Professional Services

Reference: XMF/17/03/065



1. Application and Entire Agreement

- 1.1. These Terms and Conditions apply to the provision of the services detailed in the Supplier's quotation (**Services**) by VIMA Consultancy Limited a company registered in England and Wales under number 09868414 whose registered office is at suite 6b, Whitefriars, Lewins Mead, Bristol BS1 2NT (the **Supplier**) to the person buying the services (the **Customer**).
- 1.2. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:
 - a) the Supplier issuing written acceptance of the Order; or
 - b) any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 1.3. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and these Terms and Conditions and the Supplier's quotation (the **Contract**) are the entire agreement between us.
- 1.4. The Customer acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the Supplier. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Interpretation

- 2.1. Definitions. In these Conditions, the following definitions apply:

The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

Words imparting the singular number shall include the plural and vice-versa.

Business Day: means any day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services.

Commencement Date: has the meaning set out in clause 1.2.

Contract: the contract between the Customer and the Supplier for the supply of Services in accordance with these Conditions.

Customer: <Insert customer details (name and company registration)>

Customer Materials: has the meaning set out in clause 3.3(i).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the supply of Services, as set out in the Customer's purchase order form.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Statement of Work.

Statement of Work: the description or Statement of Work for the Services agreed in writing by the Customer and the Supplier [annexed hereto as Schedule 1].

Supplier: VIMA Consultancy Limited (Company Registration Number: 09868414), (we or us)

Supplier's Proposal: the proposal of the Supplier for the performance of the Services [annexed hereto as Schedule 2].

2.2. Construction.

In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its personal representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e) a reference to writing or written includes faxes [and e-mails].

2.3. Order of precedence.

If there is any conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in these Conditions, the conflict shall be resolved in accordance with the following order of precedence:

- a) the clauses;
- b) the Statement of Work;
- c) the Supplier's Proposal; and
- d) any other document referred to in the Order Form or any other document attached to the Order Form.

3. Services

- 3.1. The Supplier warrants that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. The Supplier can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and the Supplier will notify the Customer if this is necessary.
- 3.2. The Supplier and the Customer will mutually agree the scope and timescales of the services to be provided, and associated deliverables where applicable, within the Statement of Work [annexed hereto as Schedule 1].
- 3.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless the Supplier specifies otherwise.

4. Customer Obligations

- 4.1. The Customer must obtain any permissions, consents, licences or otherwise that the Supplier needs and must give the Supplier access to any and all relevant information, materials, properties and any other matters which are required to provide the Services.
- 4.2. If warranted and deemed sufficiently critical to the delivery of the Services, the Customer and the Supplier shall detail the obligation under clause 4.1 within a Customer Furnished Assets (CFA) list within the Statement of Work.
- 4.3. If the Customer does not comply with clause 4.1, the Supplier can terminate the Services.

- 4.4. The Supplier is not liable for any delay or failure to provide the Services if this is caused by a failure of the Customer to comply with the provisions of this section (**Customer Obligations**).

5. Fees

- 5.1. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
- 5.2. In addition to the Fees, the Supplier can recover from the Customer a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
- 5.3. The Customer must pay the Supplier for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 5.2 also apply to these additional services.
- 5.4. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6. Cancellation and amendment

- 6.1. The Supplier can withdraw, cancel or amend a quotation if it has not been accepted by the Customer, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).
- 6.2. Either the Supplier or the Customer can cancel an order for any reason prior to the Customer acceptance (or rejection) of the quotation.
- 6.3. If the Customer wants to amend any details of the Services, the Customer must notify the Supplier in writing as soon as possible. The Supplier will use reasonable endeavors to make any required changes and additional costs will be included in the Fees and invoiced to the Customer.
- 6.4. If, due to circumstances beyond the Supplier's control, including those set out in the clause below (Circumstances beyond a party's control), the Supplier has to make any change in the Services or how they are provided, the Supplier will

notify the Customer immediately. The Supplier will use reasonable endeavors to keep any such changes to a minimum.

7. Payment

- 7.1. The Supplier will invoice the Customer for payment of the Fees either:
 - a) when we have completed the Services; or
 - b) on the invoice dates set out in the quotation.
- 7.2. Subject to clause 7.3, the customer must pay the Fees due within 30 days of the date of the invoice or otherwise in accordance with any credit terms agreed between us.
- 7.3. The customer shall notify the Supplier of any errors or objections associated with an invoice within 7 days of the date of the invoice. If in agreement, the Supplier will correct and re-issue the invoice.
- 7.4. Without limiting any other right or remedy the Supplier has for statutory interest, if the Customer does not pay within the period set out above, the Supplier will charge the Customer interest at the rate of 2% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 7.5. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither the Customer nor the Supplier can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 7.6. If the Customer does not pay within the period set out above, the Supplier can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, the Customer.
- 7.7. Receipts for payment will be issued by the Supplier only at your request.
- 7.8. All payments must be made in British Pounds unless otherwise agreed in writing between us.

8. Sub-Contracting and assignment

- 8.1. The Supplier can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions

and can subcontract or delegate in any manner any or all of our obligations to any third party.

- 8.2. The Customer must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

9. Termination

- 9.1. The Supplier can terminate the provision of the Services immediately if the Customer:
- a) commits a material breach of the Customer's obligations under these Terms and Conditions; or
 - b) fail to make payment of any amount due under the Contract on the due date for payment; or
 - c) are or become or, in the Supplier's reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d) enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e) convene any meeting of the Customer's creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

10. Intellectual Property

- 10.1. The Supplier reserves all copyright and any other Intellectual Property Rights which may subsist in any goods supplied in connection with the provision of the Services. The Supplier reserves the right to take any appropriate action to restrain or prevent the infringement of such Intellectual Property Rights.

11. Liability and Indemnity

- 11.1. The Supplier's liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- 11.2. The total amount of the Supplier's liability is limited to the total amount of Fees payable by the Customer under the Contract.
- 11.3. The Supplier is not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a) any indirect, special or consequential loss, damage, costs, or expenses or;
 - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 11.4. The Customer must indemnify the Supplier against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Customer or your agents or employees.
- 11.5. Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by the Supplier's negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

12. Circumstances Beyond a Party's Control

- 12.1. Neither the Supplier nor the Customer is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party

in question. If the delay continues for a period of 90 days, either the Supplier or the Customer may terminate or cancel the Services to be carried out under these Terms and Conditions.

13. Communications

13.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

13.2. Notices shall be deemed to have been duly given:

- 13.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- 13.2.2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- 13.2.3. on the fifth business day following mailing, if mailed by national ordinary mail; or
- 13.2.4. on the tenth business day following mailing, if mailed by airmail.

13.3. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

14. No Waiver

14.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

15. Severance

15.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

16. Law and Jurisdiction

16.1. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

**SIGNED FOR AND ON BEHALF OF
CUSTOMER**

BY

DATE

**SIGNED FOR AND ON BEHALF OF
SUPPLIER**

BY

DATE



**Real change. Real people.
Real results.**
