

TERMS AND CONDITIONS

This document details the Terms and Conditions of business of Larmer Brown Limited, company registration number 8460314.

1) DEFINITIONS

In these Terms and Conditions the following definitions apply:

“The Client” means person, firm or company to whom Services or Products are provided;

“SOS” means “Statement of Services” or “SOW” meaning “Statement of Work”, both are the same and in connection with this document are to be seen as the same;

“Representative” or “Associate” means resource assigned to the Client’s Project as detailed in the SOS;

“The Assignment” shall mean the period during which Larmer Brown is engaged by the Client to render Services from the commencement date therein specified within the SOS document signed and approved by the Client and a Director of Larmer Brown.

“Expenses” means expenses incurred and chargeable to the Client as detailed within the Larmer Brown Expenses Framework.

“Expenses Framework” is document (a copy of which is available upon request) which provides a detailed breakdown of the expenses Larmer Brown resources can claim for travel including subsistence and hotels;

References to the singular include the plural and references to the masculine include the feminine and vice versa.

2) THE CONTRACT

- a) These Terms and Conditions together with the Licence & Services Agreement, Statement of Services, Maintenance & Support Agreement, Support Agreement or Hosting Agreement including any Appendices or Addendum constitute the Contract between Larmer Brown and the Client.
- b) No variation or alteration to these Terms and Conditions shall be valid unless approved in writing by a Director of Larmer Brown.
- c) If one or more Term(s) of the Contract is unenforceable, the remainder will continue to apply.

3) TAXES

All prices quoted are subject to Value Added Tax or Local Taxes at the then current rates.

4) PROPER LAW

The proper law governing the Contract shall be English and the forum for settling any disputes under the Contract shall be the English Courts.

5) GENERAL

The booking of any Larmer Brown Service or provision of any software Licence is regarded as an acceptance of these Terms and Conditions.

6) TYPES OF CONTRACT

These Terms and Conditions relate and should be considered relevant to (not limited to) all and any Services and/or Licences provided by Larmer Brown, for the purpose of clarification as detailed below:

- a) Assignments – provision of Consultancy Services, Technical Services, or Development of Content. Terms relating specifically to Assignments are contained within Section A of this document.
- b) Instructor Led Training – provision of training course or workshop either in the classroom or via virtual media. Please see Section B.
- c) Licences – including re-sell of third party software applications or licences relating to Larmer Brown's own IP/applications. Please see Section C.
- d) Maintenance & Support – charged at request of third party relating to software applications being sold by Larmer Brown. Please see Section D.
- e) Support Agreement – telephone and on-site support provided to Clients directly by Larmer Brown. Please see Section E.
- f) Hosting – provision of Service or software application hosted by Larmer Brown whether subject to Master Service Agreement or not. Please see Section F.
- g) Managed Services – provision of a comprehensive education service. Please see Section G.

7) BRIBERY AND CORRUPTION

- a) Where applicable the Client shall be entitled to cancel the Contract and to recover from Larmer Brown the amount of any loss resulting from such cancellation if:
- b) Larmer Brown shall have offered, or given, or agreed to give to any person: any gift or consideration of any kind as inducement or reward for doing or forbearing to do, or for having done, or forborne to do any action in relation to the Contract or any other Contract with the Client.
- c) These acts shall have been carried out by any person employed by Larmer Brown or acting on Larmer Brown's behalf (whether with or without the knowledge of Larmer Brown).
- d) In relation to any Contract with the Client that Larmer Brown or any person authorised to represent Larmer Brown shall have committed any offence under the Prevention of Corruption Acts 1889 to 1961 or have given any fee or reward, the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

8) DATA AND CONFIDENTIAL INFORMATION

- a) Larmer Brown reserves the right to hold the names and other information provided by and relating to Customers in a database. This data will be used to enable the provision and maintenance of Products and Services and may in certain circumstances be supplied by Larmer Brown to Third Party Vendors or Service Providers and any other suppliers to Larmer Brown to enable the provision or maintenance of the Services.

- b) Where Larmer Brown is processing any personal data relating to the Customer in connection with the provision of the Services, it is doing so on behalf of the Customer as a “data processor” under the General Data Protection Regulation 2018 and Data Protection Act 1998, and the Customer is the “data controller”. Larmer Brown will comply with its obligations under the relevant data protection regulations as data processor.
- c) In particular Larmer Brown will maintain and comply with reasonably appropriate technical and organisational measures against unauthorised or unlawful processing of that personal data and against accidental loss or destruction of, or damage to that personal data.
- d) Each party will keep confidential:
 - i) the terms of the Agreement; and
 - ii) any and all Confidential Information that it may acquire in relation to the other party
- e) Neither party will use the other party’s Confidential Information for any purpose other than to perform its obligations under the Agreement. Each party will ensure that its officers and employees comply with the provisions of paragraphs 11.

9) INVOICING AND PAYMENT TERMS

- a) Larmer Brown’s usual Credit Terms are 14 days from invoice date. Exceptions to this Term must be approved by a Director of Larmer Brown Limited.
- b) Larmer Brown shall issue invoices to the Client with the Terms as specified in the SOS. Should a change to the Terms be agreed, this change will be confirmed in the SOS.
- c) Larmer Brown reserves the right to request that nonUK£ sterling invoices are subject to pre-payment. The detailed pre-payment terms will be outlined in the SOS.
- d) Invoices will refer to corresponding Purchase Orders issued by the Client. In instances where the Client does not have a Purchase Order system, work will only proceed upon receipt of written confirmation to proceed.
- e) Invoices for Training Courses or Workshops are due for payment in full prior to commencement.
- f) Invoices for Licence Subscriptions are payable annually in advance.
- g) Invoices for Content Development Services will be subject to either Weekly Timesheets and Invoices or Stage/Milestone Payments. Full details to be discussed with the Client Contact and confirmed within the SOS.
- h) Support Agreements are payable in advance.
- i) Invoices for Managed Hosting or SaaS Agreements are payable in advance.
- j) Invoices issued for Assignments will (unless otherwise requested) be accompanied by copies of approved timesheets or the completion of a Service Delivery Form. A summary of expenses will be provided. Should copies of receipts be required, these can be forwarded at the end of each calendar month.

SECTION A: ASSIGNMENTS

A Larmer Brown Assignment incorporates the provision of Training Courses, Workshops, Consultancy Services, Technical Services and/or the Development of Content.

i) Period of Agreement

The duration to which these Terms and Conditions apply is as indicated on the Statement of Services.

ii) Confirmation and Duration of Contract

Prior to the commencement of an Assignment, the Client will instruct Larmer Brown through the approval of the Larmer Brown Statement of Services (SOS) supported by an official Purchase Order (if appropriate). Wherever possible, and as a minimum, the Client's Purchase Order should reflect the details of the Assignment as detailed within the Larmer Brown SOS.

The Larmer Brown SOS and the Client's Purchase Order are valid for a period of one calendar year unless otherwise specified within either document and agreed by both parties. The Client acknowledges that funds remaining on the Purchase Order after a period of one (1) calendar year from the date of the Purchase Order shall be invoiced and not subject to refund or credit.

iii) Ownership of Deliverables

All materials, inventions, documentation, programs, materials, industrial or intellectual property created or developed by Larmer Brown or a Representative of Larmer Brown in the course of providing Services as indicated in the SOS shall remain absolutely the property of the Client provided all outstanding invoices for the Services and related expenses have been settled in full. Prior to the full settlement of Larmer Brown invoices (issued in connection with the Contract) materials, inventions, documentation, programs, materials, industrial or intellectual property shall remain the property of Larmer Brown.

Any Licence restrictions imposed by a third party software provider shall be governed by the terms and conditions of that software provider and may include restrictions as to ownership of the software provided.

iv) Out of Scope Works

The SOS details the Scope of Work to be performed by the Larmer Brown Representative(s) within the terms of the SOS. If Out of Scope Works are requested these may have an impact on the man-days estimated for the completion of the works as detailed within the SOS. Requests for Out of Scope Works should be made in writing to the Account Manager so that Larmer Brown can assess the requirement for additional resources or the delay of other deliverables. These together with any additional costs will be confirmed in writing to the Client and confirmed via an Addendum to the SOS. The Addendum must be authorised by the Client and supported by a new or amended Purchase Order before the Out of Scope works can commence.

v) Content Re-Recording and Editing

Whilst every effort is made to ensure that content is comprehensive, technically and grammatically correct, there may be instances when the Content Development Methodology instigated for the Client Project necessitates limited editing work. However,

unless otherwise detailed within the SOS, any extensive Re-Recording and/or Editing work resulting from System, Business Process or related changes may result in additional man-days with additional resources required. These together with any additional costs will be confirmed in writing to the Client and will be included in an Addendum to the SOS. The Addendum must be authorised by the Client and supported by a new or amended official Purchase Order before the Out of Scope works can commence.

vi) Environment

Where Larmer Brown Services are reliant on the Client's software and/or hardware, for the duration of the Agreement the Larmer Brown Representative must have unrestricted access to an agreed working environment between the hours of 8.00am and 6.00pm. In the event of a delay resulting in changes to the Project Timescales any breach of access (as indicated as a risk) within the SOS should be acknowledged by the Client as being the primary reason for delays to the project timescales.

vii) Working Conditions and Day Duration

The Client undertakes to ensure that working conditions comply with EU regulations. The working day will consist of eight (8) hours (the working day). Hours worked will cover core 9.00am to 5.00pm hours.

In the event fewer than four (4) hours are worked in any one day, a minimum charge of 4 hours of time (at the hourly rate equivalent to the daily rate divided by 7.5 on the SOS) will be invoiced regardless of number of actual hours worked.

In the event the Larmer Brown Representative works in excess of 8 hours in one day, the period in excess will result in an additional pro-rata hourly charge of one-eighth (1/8) the daily rate. However, if Larmer Brown / the Larmer Brown Representative(s) and Client mutually agree, in excess of 8 hours may be worked in one day to make up for fewer than 8 hours worked another day. In such cases, additional hours will not be charged or credited by either party.

viii) Consultancy

Consultancy Assignments will not be undertaken without a fully detailed specification being created and approved in writing by both the Client and Larmer Brown. The development time may increase if additional development/consultancy is requested. Where development and/or consultancy is reliant on Client's software/hardware, personnel or systems these must be accessible and fully functional as this could further impact the estimated duration and cost. All work performed under the Consultancy SOS will be detailed in a Report presented to the Client within 3 working days of the conclusion of the Assignment.

ix) Reporting

All Development Assignments are subject to Larmer Brown's own best practice including Reporting. On assignments whereby Developers only are assigned, one will take responsibility to produce a daily Report detailing achievement, risks, issues and actions. In instances whereby a Lead Developer is assigned, the Lead will Report weekly via a Weekly RAG Report. For Consultancy Assignments, the Consult will present to the Client Contact (or anyone delegated by him) a Report at the end of the assignment.

x) Non-Solicitation of Developers/ Consultants

The Client agrees that it shall not for a period of one year from the final date of the last assignment with Larmer Brown; solicit or entice away either on its own behalf or in conjunction with any other or on behalf of any other person or firm any resource introduced by Larmer Brown irrespective of whether the said resource is a permanent or contracted member of the Larmer Brown team.

In the event that a Larmer Brown resource accepts employment or a contractual position of any kind with the Client, a compensation fee equivalent to six months loss of earnings will be charged to the Client for the enticement (such rate to be decided upon by Larmer Brown at its absolute discretion). This will be invoiced by Larmer Brown forthwith and payment will be due within 14 days.

xi) Travel and Expenses

All travel and related expenses are claimed in accordance with Larmer Brown Travel Policy Framework document. Please see Definitions on Page 1 of this document.

xii) Liability

- a) In instances when Larmer Brown's resources are delivering services at a Client location and the resources suffer personal injury, death or property damage owing to the said resources actions or omissions, Larmer Brown is responsible.
- b) In instances whereby Larmer Brown's resource suffers personal injury, death or property damage due to an act or omission on the part of the Client or a representative of the Client, then the Client is responsible.

Please Note:

- Larmer Brown's Public Liability Insurance is to the value of UK£5,000,000
- Larmer Brown's Employer's Liability Insurance is to the value of UK£10,000,000
- Larmer Brown's Professional Indemnity Insurance is to the value of UK£2,000,000

xiii) Cancellation and Termination

During the first week of an Assignment the Client may request any Larmer Brown Representative be released from the Assignment without charge if the Larmer Brown Representative has not met the criteria specified by the Client or as detailed within the SOS. Either party may request the termination of any or all Larmer Brown Representative(s) provided two full weeks' notice is received in writing by the other party. In any event termination without two weeks written notice may result in the charge of ten man-days per Representative plus reasonable expenses.

xiv) Larmer Brown Representative Training

Larmer Brown Representative(s) may be temporarily reassigned for no more than one week every 4-6 weeks to attend training, assist other Larmer Brown Clients with urgent needs, or to work on other internal Larmer Brown assignments. These situations will be managed with reasonable notification and appropriate consideration given to how the time away would impact Client's ability to meet its objectives. Temporary reassignment or training would be subject to Client agreement prior to the event. Such agreement must not be unreasonably withheld.

xv) Retention Fee

In instances whereby Larmer Brown resources are temporarily 'rolled off' a project for reasons outside of Larmer Brown control, a payment referred to herein as the 'Retention Fee' will be due each day the resource(s) is off project. Retention Fees are calculated at 40% of the daily rate for each day the resource has been rolled off.

SECTION B: INSTRUCTOR LED TRAINING

Larmer Brown Instructor Led Training includes training courses or workshops delivered either in the classroom or virtually via media such as WebEx.

i) Period of Agreement

The duration to which these Terms and Conditions apply is as indicated within the SOS.

ii) Confirmation and Duration of Contract

Prior to the commencement of a Training Course, the Client will instruct Larmer Brown via approval of the Larmer Brown SOS supported by an official Purchase Order (if appropriate). Wherever possible, and as a minimum, the Client's Purchase Order should reflect the details of the Assignment as detailed within the Larmer Brown SOS including but not limited to course title, number of delegates, location and charges including expenses.

The Larmer Brown SOS and the Client's Purchase Order are valid for a period of one calendar year unless otherwise specified within either document and agreed by both parties. Client acknowledges that funds remaining on the Purchase Order after a period of one (1) calendar year from the date of the Purchase Order shall be invoiced and not subject to refund or credit.

iii) Types of Courses

a) Open or Public Scheduled Courses

These courses follow pre-set Course Content and are scheduled on a pre-set date. All public scheduled training courses are subject to availability and require a minimum number of delegates for the course to run. In the event of insufficient delegates Larmer Brown retains the right to cancel the course. Notice will be given to the delegate at least five (5) days in advance of the Course and an alternative date(s) will be offered. Any monies paid will be refunded in the event that an alternative date cannot be agreed.

b) One-Company Courses

One-company courses are restricted to one company and follow a published Course Content. The date and location is more flexible, subject to availability of the trainer and facilities.

c) Tailored One-Company Workshops

Courses that are tailored to meet the exact requirements of the Client are considered a Workshop. Restricted to one company and consisting of a selection of exercises from the printed Course Content as well as any other tasks or applications requested by the Client, including bespoke applications. The content and structure of the Workshop are to be agreed between the Client and Larmer Brown prior to commencement of training. Date and location is subject to the availability of the trainer and facilities.

d) Course Outline

Larmer Brown publishes Course Outlines for all courses. Larmer Brown retains the right to change Course Outlines as it deems necessary. Copies of Course Outlines are available upon request or at www.larmerbrown.com.

e) Money Back Guarantee

Larmer Brown agrees to refund all training charges incurred by the Client should the Client have cause for complaint regarding their delegates experience of the Training Course in relation to the current published or agreed course content. The Client is required to state their reasons for a claim in writing within seven days of the final day of the relevant training course. Larmer Brown will not, however, be deemed liable for reimbursing training charges where, in the opinion of the Instructor, the delegate who was booked on a course did not meet the pre-requisites. In this instance, the Client will be notified of the delegate's unsuitability within three days of the final day of the relevant training course. Where the Client is the actual delegate, Larmer Brown will inform the delegate prior to the completion of the course.

Larmer Brown will not reimburse any travelling charges incurred or be held responsible for any loss of earnings by the Client in the case of a claim.

f) Intellectual Property

Course materials are provided for each delegate relevant to the level of course being taught and in-line with the published Course Outline or agreed Workshop content. If necessary, course materials are sent to the Client up to 48 hours prior to course delivery. All course materials are copyrighted and considered the Intellectual Property of Larmer Brown, the Client is responsible for ensuring that delegates do not copy or remove any documentation in whole or in part except under the supervision of, and in accordance with the written instructions of Larmer Brown.

g) Course Duration

Published Course Outlines indicate the duration of a course. Workshop durations are discussed and agreed between the Account Manager, Instructor and the Client. All Courses and Workshops commence at 9.30am and finish at 4.30pm (with a one-hour lunch) unless discussed and agreed by all parties.

iv) Cancellation and Non-Arrival

a) Delegate Cancellation

In the event of non-arrival or cancellation of a course by the Client, the Client will be liable as follows:

Notification:	8-21 working days prior to course -	50% of full course fee
	7 working days prior to course -	100% of full course fee

Should non-arrival or cancellation be due to sickness or what Larmer Brown deems to be 'special circumstances' the above will apply, however, a 50% transfer fee may be deducted on the subsequent rebooking of the course. Notice of any cancellation must be received in writing.

b) Larmer Brown Cancellation

Larmer Brown reserves the right to change any part of the published course; if this is caused by circumstances beyond its control. Larmer Brown reserves the right to cancel or reschedule any course and will advise the Client as soon as the change is known. Larmer Brown will use all reasonable endeavours to avoid changes of this nature. For any courses that are rescheduled due to unforeseen circumstances, such as Trainer sickness or Course low fill, every endeavour will be made to provide a replacement Trainer or to reschedule the course and Larmer Brown will offer delegates as many options as possible to complete the training programme.

Published course dates are intended for general guidance only. Any typographical error or omission in any website, sales literature, administrative documentation, course materials, invoice or other document shall be liable to correction without any liability on the part of Larmer Brown. The location and date of the course will be advised upon booking. Larmer Brown reserves the right to change the location and will advise the client as soon as the change is known. Larmer Brown will not be liable for out of pocket expenses due to cancellation or any other changes due to venue or programme.

SECTION C: LICENCES

Larmer Brown re-sells third party software applications and/or Licences relating to Larmer Brown's own IP or Applications. Each Licence Agreement includes Terms and Conditions or Subscription Agreements which are specific to the application being leased or purchased. The Terms and Conditions contained within the specific Licence Agreement supersede those contained within this document.

SECTION D: MAINTENANCE AND SUPPORT

The terms of the Maintenance and Support Agreement is an integral part of the Licence Agreement to which it relates and is therefore specific to the application as detailed. Each Licence Agreement includes details of the Services usually including any Service Levels and Key Performance Indicators as well as the costs which are specific to the application being leased or purchased. The Maintenance and Support Agreement contained within the specific Licence Agreement supersede those contained within this document.

SECTION E: SUPPORT AGREEMENTS

Larmer Brown Support Agreements include telephone and/or on-site technical support provided to Clients by Larmer Brown. Agreements are priced either on a 7.5 hour or Annual basis.

Full details of the Services included and excluded within the Support Agreement are contained within the Agreement itself. The Support Agreement includes a detailed breakdown of Service Levels and Escalations relevant to the Client and the Software Application(s) included within the cover. The Terms and Conditions contained within the Support Agreement supersede those contained within this document.

SECTION F: MANAGED HOSTING SERVICE

Larmer Brown Managed Hosting Agreements is an annual service. Full details of the Services included and excluded within the Hosting Services Agreement are contained within the Agreement itself. The Agreement includes a detailed breakdown of Security, Administration Services, Management Services, Service Levels and Escalations relevant to the Client. The Terms and Conditions contained within the Hosting Services Agreement supersede those contained within this document.