Pillar Strategy
Standard Terms & Conditions

1. Terms of Reference

   1.1. All work and service provided by Pillar Strategy for the client will be in accordance with the terms of reference agreed, in writing, at the outset, as modified by any subsequent variations agreed in writing between Pillar Strategy and the client.

   1.2. Where any terms and conditions for a specific assignment are to vary from these Standard Terms and Conditions, the specific exceptions shall be identified in the proposal document and shall take precedence over the particular clause in these Standard Terms and Conditions.

   1.3. The client shall not have the right, nor shall it seek to exercise direction, control or supervision over Pillar Strategy. Pillar Strategy shall co-operate with any reasonable request of the client within the scope of the assignment, but it is acknowledged that Pillar Strategy will be able to determine how best the assignment is provided and will have autonomy over their working methods to fulfil the terms of reference.

   1.4. Pillar Strategy may at any time and without giving the client prior notification, make any changes to the specified service which are necessary to comply with any applicable safety or other statutory requirements, or make any changes to the specified service which do not materially affect the nature or quality of the specified service

   1.5. The client shall provide suitable office accommodation and facilities for all Pillar Strategy's staff working on the client's site when that is required. The client shall also provide suitable support to Pillar Strategy including but not limited to the provision of resources, information, access, approvals and authorisations, as necessary, to enable Pillar Strategy to perform the assignment.

2. Staff

   2.1. Pillar Strategy's staff undergo periodic training. This together with the taking of annual holidays, may lead to staff being absent from assignments for short periods. Pillar Strategy will endeavour to avoid any disruption to the progress of the assignment.

   2.2. Pillar Strategy shall have complete discretion to substitute staff; in such circumstances, it will endeavour to give reasonable notice, and to provide equivalent replacement staff whom the client will be given the opportunity to approve.

3. Confidentiality

   3.1. Pillar Strategy will keep confidential all information passed to it by the client (unless such information is in the public domain) and all reports, advice and recommendations produced by Pillar Strategy in connection with the assignment.

   3.2. Pillar Strategy requires the client to keep confidential any information, methodologies and technology (including software) used to carry out an assignment.

   3.3. Pillar Strategy may disclose confidential information received from the client, to its professional advisers, insurers or a professional body, providing that suitable confidentiality arrangements are in place with the relevant third parties, or if required to do so by law.

   3.4. Pillar Strategy often wishes to seek publicity for work undertaken on behalf of a client. Permission to attribute work to a client publicly will always be obtained in advance. Notwithstanding this condition, Pillar Strategy assumes the right to use references in proposals or other similar submissions made to other prospective clients, unless the client expressly prohibits such disclosure.

4. Intellectual Property

   4.1. Pillar Strategy retains copyright in all material it produces with and/or for the client, in connection with the assignment.

4.2. In addition to clause 4.1, Pillar Strategy shall continue to retain the copyright in all its existing materials and any other materials used by Pillar Strategy or made available to the client by Pillar Strategy in connection with the assignment, but which are not produced as part of the assignment.

4.3. Pillar Strategy hereby grants to the client a non-exclusive, non-transferable, licence to use the materials detailed in clauses 4.1 for the client's own internal business purposes.

5. Fees

5.1. Fees are based on the time spent by Pillar Strategy staff on the assignment at the notified fee rates for the staff concerned. Fee rates are revised periodically and when the staff are promoted. Pillar Strategy will give reasonable notice of all such revisions.

5.2. Expenses incurred on report production, travel and subsistence, and on goods and services purchased on the client's behalf, are charged separately at cost. For travel, economy class rail and economy class air travel within the UK and business class or equivalent for overseas travel are standard.

5.3. All fees and expenses charged to UK clients are subject to VAT and shall be invoiced in £ sterling.

5.4. Invoices shall normally be submitted monthly or in accordance with payment milestones and are payable on presentation.

5.5. Pillar Strategy reserves the right, at its discretion, to charge interest on overdue amounts at an annual rate of 8% over the Bank of England base rate ruling on the date payment is due, and to charge any recovery costs incurred as a result of late payment.

6. Liabilities

6.1. Pillar Strategy will perform the assignment with reasonable skill and care, subject to the provisions of the remainder of this clause 6.

6.2. Except as expressly stated in this clause 6 or where an exclusion of liability is prohibited by law, Pillar Strategy shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with this assignment and shall in no event be liable for loss of profits or any indirect or consequential Losses whatsoever.

6.3. Pillar Strategy will not be liable for Losses which are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than Pillar Strategy.

6.4. The aggregate liability (including interest), of Pillar Strategy, whether to the Client or any third party, for any Losses whatsoever and howsoever caused arising from or in any way connected with this assignment shall not exceed the value of the fees chargeable to date, and not the overall contract value, for the engagement as set out in the proposal and terms of reference for the assignment.

6.5. This clause 6 will not impose on Pillar Strategy any liability additional to that which Pillar Strategy would have if this clause were not present. The presence of this clause 6 will not preclude any defence which Pillar Strategy would have if this clause were not present.

6.6. Nothing in any proposal for this assignment or these terms or conditions shall exclude or restrict any liability of Pillar Strategy for fraud or dishonesty or otherwise to the extent that it cannot do so by law.

6.7. The client agrees the provisions of this clause 6 both for the benefit of Pillar Strategy and as trustee for the benefit of Pillar Strategy's partners, directors, employees and associates of Pillar Strategy who shall benefit from the limitation of liability. The client agrees that it has fully considered the provisions of this section and all the other provisions of this letter and they are reasonable in the light of all the factors relating to this engagement.

7. Termination

7.1. This agreement shall expire when the assignment is completed in accordance with the terms of reference.

7.2. This agreement may be terminated forthwith by either party in the event of the other going into insolvent liquidation or having a Receiver or Administrator appointed over all or part of its assets or being the subject of any other formal insolvency procedure.

7.3. In the event of the client being in material or fundamental breach as determined by Pillar Strategy of any of the terms of this agreement Pillar Strategy may forthwith terminate the agreement if the breach is incapable of remedy; or if it is capable of remedy, Pillar Strategy shall serve on the client 14 days' notice requiring such breach to be remedied and, if such breach is not remedied within the 14 day period, Pillar Strategy may at its discretion terminate the agreement.

7.4. Any notice to be given shall be given to the client at his principal place of business and to Pillar Strategy at the office of Pillar Strategy which has been responsible for performing the assignment.

7.5. The client shall pay Pillar Strategy all fees and expenses in respect of work performed up to the date of expiry or termination of this agreement without prejudice to any other claim that Pillar Strategy may have.

7.6. The client is under no obligation to offer further assignments or services to Pillar Strategy nor is Pillar Strategy under any obligation to accept any assignment or services requested. For the avoidance of doubt, both Pillar Strategy and the client agree and intend that this agreement does not create any mutuality of obligation, either during or following the agreement.

8. Validity

8.1. Proposals are valid for 28 days from the date of issue, unless otherwise indicated.

8.2. The proposal together with these terms and conditions shall form the entire agreement between the parties notwithstanding anything to the contrary stated in the client's terms and conditions of business unless the parties agree otherwise in writing. For the avoidance of doubt, in the event of any conflict between the proposal and these terms and conditions, these terms and conditions shall prevail.

9. Jurisdiction and Governing Law

9.1. This agreement shall be governed by, and interpreted in accordance with the Laws of England and Wales.

9.2. The client and Pillar Strategy irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with this agreement. Arbitration shall be conducted in the UK and proceedings shall be in English.

10. Coronavirus

10.1. The client and Pillar Strategy acknowledge the threat posed by the spread of diseases classified by the World Health Organization as epidemics (“Epidemics”) or pandemics (“Pandemics”), including but not limited to Covid-19 (“Coronavirus”) and the associated impact this might have on the delivery of the Services. The Parties Personnel will comply with any restrictions or conditions imposed by their respective organizations and national jurisdictions on working practices as the threat of Epidemics or Pandemics continues.

10.2. Whilst the client and Pillar Strategy will seek to continue to comply with their respective obligations in accordance with this Agreement, the parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including but not limited to working remotely, restrictions on travel to and from particular

locations and the quarantining of individuals. These working practices and safeguards may impact or prevent the performance of certain obligations.

10.3. Without prejudice the parties will work collaboratively and in good faith to agree any changes to this Agreement to mitigate the adverse impact resulting from the effects of Epidemics or Pandemics on the Party's obligations under this Agreement.