



Terms and Conditions

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Resulting Ltd Standard Terms and Conditions

1. These Terms and Conditions apply to the provision of the services supplied by Resulting Ltd, a company registered in England and Wales under number 05209786 whose registered office is at Unit C (120) Lakeside Drive, Centre Park Square, Warrington, WA1 1RU (we or us) to the person buying the services (you).
2. Where we reference these Terms and Conditions in our proposals and contracts, you are deemed to have accepted these Terms and Conditions when you accept our proposal or from the date of any performance of the Services (whichever happens earlier). These Terms and Conditions and our contract (the Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. 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.

Definitions

Except to the extent expressly provided otherwise, in these Terms and Conditions:

4. "**business day**" means any day other than a Saturday, Sunday or bank holiday.
5. "**Charges**" means the following amounts:
 - a. the amounts specified in the proposal, all amounts are excluding VAT
 - b. such amounts as may be agreed in writing by the parties from time to time and
 - c. amounts calculated by multiplying the standard time-based charging rates (as notified by Resulting Ltd to the Customer before the date of the Contract) by the time spent by the named personnel performing (the Services) or fixed amount charges by the time spent by the named dedicated team performing (the Services);
6. "**Customer**" means the person or entity identified as such in a Statement of Work – Customer details.
7. "**Customer Materials**" means all works and materials supplied by or on behalf of the Customer to Resulting Ltd for incorporation into the Deliverables or for some other use in connection with the Services;
8. "**Contract**" means a particular contract made under these Terms and Conditions between the Resulting Ltd and the Customer;
9. "**Deliverables**" means the Statement of Works specified in the contract that Resulting Ltd has agreed to deliver to the Customer under these Terms and Conditions

10. **"Effective Date"** means the date of execution of a Statement of Work incorporating these Terms and Conditions;
11. **"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
12. **"Minimum Term"** means, in respect of the Contract, (the period of 12 months beginning on the Effective Date) OR (the period specified in Section Term in the Statement of Work);
13. **"Services"** means the consultancy services specified in the contract;
14. **"Statement of Work"** means a written statement of work agreed by or on behalf of each of the parties;
15. **"Term"** means the term of the Contract, commencing and ending in accordance with Section Term in the Statement of Work;
16. **"Terms and Conditions"** means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time; and
17. **"Third Party Materials"** means the works and/or materials comprised in the Deliverables (excluding the Customer Materials), the Intellectual Property Rights in which are owned by a third party.
18. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
19. Words imparting the singular number shall include the plural and vice-versa.

Term

20. The Contract shall come into force upon the Effective Date.
 - a. The Contract shall continue in force until:
 - b. all the Services have been completed;
 - c. all the Deliverables have been delivered; and
 - d. all the Charges have been paid in cleared funds, upon which it will terminate automatically, subject to termination in accordance with Termination Clause in the Statement of work.
21. Unless the parties expressly agree otherwise in writing, each Statement of Work

shall create a distinct contract under these Terms and Conditions.

Services

- 22. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the proposal, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 23. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the proposal; however, time shall not be of the essence in the performance of our obligations.
- 24. These Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Deliverables

- 25. Resulting Ltd shall deliver the Deliverables to the Customer.
- 26. The Customer must promptly, following receipt of a written request from Resulting Ltd to do so, provide written feedback concerning proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Customer with that written request.
- 27. Resulting Ltd shall use reasonable endeavors to ensure that the Deliverables are delivered to the Customer in accordance with the timetable set out in Section Timescale of services of the Statement of Work.
- 28. Resulting Ltd warrants to the Customer that:
 - a. the Deliverables will conform with the requirements of Section Deliverables of the Statement of Work (as at the date of delivery of the Deliverables)
 - b. the Deliverables will be free from material defects; and
 - c. the Deliverables will not infringe the Intellectual Property Rights (or other legal rights) of any person and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

Your obligations

- 29. You must obtain any permissions, consents, licences or otherwise that we need and

must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.

- 30. If you do not comply with clause 29, we can terminate the Services.
- 31. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).
- 32. You approve the use of your official logo on our marketing materials subject to compliance with your corporate branding guidelines

Fees

- 33. The fees (Fees) for the Services are set out in the proposal.
- 34. In addition to the Fees, we can recover from you 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.
- 35. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

- 36. We can withdraw, cancel or amend a proposal if it has not been accepted by you, or if the Services have not started, within a period of 10 days from the date of the proposal, (unless the proposal has been withdrawn).
- 37. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the proposal.
- 38. If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
- 39. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we must make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

40. We will invoice you for payment of the Fees either:
 - a. when we have completed the Services; or
 - b. on the invoice dates set out in the proposal.
41. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
42. Time for payment shall be of the essence of the Contract.
43. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% 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.
44. 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 of us 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.
45. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with you.
46. Receipts for payment will be issued by us only at your request.
47. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Status of Consultant

48. Resulting Ltd.'s assigned consultant is not an employee of the Customer, but may be either an employee of Resulting or an independent contractor.
49. The termination of the Contract will not constitute unfair dismissal; nor will the Consultant be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

Subcontracting and assignment

50. We 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.
51. You 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.

Termination

52. We can terminate the provision of the Services immediately if you:
- a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to make pay any amount due under the Contract on the due date for payment; or
 - c. are or become or, in our 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 your 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.

Intellectual property

53. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

54. Our 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.
55. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract or specific Statement of Work, whichever is the lesser.
56. We are 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 proposal 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.
57. You must indemnify us 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 you or your agents or employees.
58. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond a party's control

59. Neither of us 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 of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

60. 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).
61. Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

- c. on the fifth business day following mailing, if mailed by national ordinary mail;
or
 - d. on the tenth business day following mailing, if mailed by airmail.
62. 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.

No waiver

63. 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.

Severance

64. 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).

Law and jurisdiction

65. 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.