

TERMS OF CONTRACT

The Contract for provision of Services will be in accordance with the following Terms of Contract.

1. Services

- 1.1. In accordance with the Proposal for Provision of Services (The Proposal) and these Terms of Contract, Continuous Improvement Projects Ltd will provide the Services using reasonable skill, care and diligence for the Fees stated.
- 1.2. The Client's instruction to proceed with the Services constitutes acceptance of the Proposal and formation of the Contract upon these Terms of Contract.
- 1.3. In the event of any conflict between these Terms of Contract and any other documents, the provisions of these Terms of Contract shall prevail.

2. Client Responsibilities

- 2.1. Performance of Services is subject to:
 - 2.1.1. Timely provision of adequate and accurate information by the Client and those third parties over whom Continuous Improvement Projects Ltd have no control.
 - 2.1.2. Performance by the Client and those third parties over whom Continuous Improvement Projects Ltd have no control, of all functions upon which the Services or any part thereof are dependent.
 - 2.1.3. Provision of access to such sites and locations as and when may be necessary in order for Continuous Improvement Projects Ltd to undertake the Services.
 - 2.1.4. Obtaining by the Client of all permissions from and payment by the Client of all fees to enable the Services to be undertaken.

3. Location

- 3.1. The Services will be provided from a Continuous Improvement Projects Ltd office, unless otherwise agreed.

4. Contract Management

- 4.1. Each party will nominate a named individual who will be responsible for managing all issues relative to the performance of the Contract. When it is necessary for either party to change its named individual, prior notice in writing shall be given.

5. Staff

- 5.1. Where individual staff are named in the Proposal, Continuous Improvement Projects Ltd will use all reasonable efforts to ensure that the named individual(s) are used. However, this is not guaranteed. Where changes in staff are necessary, reasonable notice of the changes will be given.

6. Poaching

- 6.1. We invest a significant amount of time and cost in our staff and we do not consider it to be good practice for a client to poach our staff. The Client warrants not to poach or attempt to poach Continuous Improvement Projects Ltd's staff during the length of the Contract between the Client and Continuous Improvement Projects Ltd.
- 6.2. Should this happen, Continuous Improvement Projects Ltd will be entitled to invoice the Client 50% of the gross annual remuneration package of the particular individual.

7. Sub-contractors

- 7.1. Continuous Improvement Projects Ltd reserves the right to employ agents and subcontractors when providing any part of the Services.

8. Variations of Service

- 8.1. Continuous Improvement Projects Ltd will bring to the attention of the Client any additional services required of Continuous Improvement Projects Ltd which are considered to be outside the Services described in the Proposal.
- 8.2. Unless and until agreed to the contrary, additional services will be charged at daily rates stated in the Proposal or, at rates analogous thereto. If there are no daily rates stated in the Proposal or if there are no rates upon which charges can be based, then rates which are fair and reasonable will be charged.
- 8.3. With the exception of actions or failure to act having an impact on safety or compliance with legislation, additional services will only be undertaken with the Client's agreement, confirmed in writing. Where issues of safety or compliance with legislation are involved, Continuous Improvement Projects Ltd will notify the Client of necessary variations at the earliest opportunity.

9. Confidentiality

- 9.1. Continuous Improvement Projects Ltd will comply with the Client's requirements for confidentiality and secrecy to the extent to which they are made known. Any costs incurred by Continuous Improvement Projects Ltd in so doing are to be reimbursed.

10. Copyright

- 10.1. Copyright in all documents and electronic representations prepared by Continuous Improvement Projects Ltd in providing the Services is reserved to Continuous Improvement Projects Ltd. unless otherwise agreed.

11. Payment

- 11.1. Invoices will be raised and issued on a monthly basis and will be due for payment within 30 calendar days from the date of the invoice.
- 11.2. Continuous Improvement Projects Ltd will be entitled following a minimum of 7 days' notice in writing to the Client to suspend performance and delivery of the Services if the Client fails to make full and proper payment in accordance with these provisions.
- 11.3. Without prejudice to any other right or remedy, Continuous Improvement Projects Ltd shall be entitled to interest on late payment at the Bank of England base rate plus 8% per annum.

12. Complaints

- 12.1. Continuous Improvement Projects Ltd treats all complaints seriously and prefers to deal with them at source and between the individuals concerned. If this fails, the following procedure shall be followed:
- 12.1.1. The Client should write to "The Director" at the office with which the Client is dealing.
- 12.1.2. For the purpose of clarity, the word "complaint" should be included in the heading.
- 12.1.3. Continuous Improvement Projects Ltd. will respond to the complaint within 24 hours where reasonably possible.

13. Termination

- 13.1. The Contract may be terminated by either party at any time by giving not less than 30 days written notice.
- 13.2. The Contract may be terminated by either party without notice in the event of a material or persistent breach of the Contract by the other party or in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors, or ceases, for any other reason to carry on business, or in either party's reasonable opinion any of these events appears likely to occur.
- 13.3. In the event of termination by Continuous Improvement Projects Ltd which is not as a result of the Client's breach of Contract, Continuous Improvement Projects Ltd shall be entitled to payment of Fees as follows:
- 13.3.1. such proportion of the sum or percentage as may be fair and reasonable.
- 13.3.2. time charges and additional services incurred up to the date of termination.
- 13.3.3. all other charges, disbursements and costs incurred up to the date of termination.
- 13.4. In the event of termination by the Client or by Continuous Improvement Projects Ltd as a result of the Client's breach of Contract, including inability to pay debts, insolvency or cessation as described above, Continuous Improvement Projects Ltd shall be entitled to payment of Fees as above plus loss of profit.

14. Service of Notices or other documents

- 14.1. All notices or other documents required by this Contract shall be in writing and served upon the addresses notified by the parties, or in the absence of such address the registered address, where applicable, or the last known principal business address.

15. Rights of Third Parties

- 15.1. No rights of this Contract shall be extended to third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

16. Governing Law

- 16.1. This Contract will be governed by and interpreted in accordance with the laws of England and Wales.