

RESILIENCE PLANNING SERVICES LIMITED

Standard Terms & Conditions

In these Conditions:

- "Client" means the individual or organisation with whom the Contract is made with RESILIENCE PLANNING SERVICES.
- "Conditions" means the terms and conditions set out in this Contract;
- "Consultant" means the individual(s) provided by RESILIENCE PLANNING SERVICES for the performance of the Services;
- "Contract" means this Contract for the provision of Services between RESILIENCE PLANNING SERVICES and the Client;
- "Fees" means monies owing to RESILIENCE PLANNING SERVICES for the provision of the Services;
- "Onsite Training Courses and Exercises" means those deliverables or services that are performed by RESILIENCE PLANNING SERVICES for the Client at the Client's premises;
- "Party" means an individual or organisation who is party to the Contract, in this case, the Client and/or RESILIENCE PLANNING SERVICES;
- "Personal Data" means the data which relates to a living individual who can be identified from that data and/or other information which is provided to RESILIENCE PLANNING SERVICES by the Client;
- "Services" means deliverables or services that are performed by RESILIENCE PLANNING SERVICES for the Client; and
- "Working Days" means Monday to Friday, excluding Bank and other public holidays in England.

1 General

- 1.1 These Conditions apply in preference to and supersede any terms and conditions referred to, or relied on by the Client whether in negotiation or at any stage in the dealings between RESILIENCE PLANNING SERVICES and the Client with reference to the Services which this Contract relates to. Without prejudice to the generality of the foregoing, RESILIENCE PLANNING SERVICES shall not be bound by any standard or printed terms furnished by the Client in any of its documents, unless agreed and acknowledged in writing by RESILIENCE PLANNING SERVICES. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

2 Variation

- 2.1 Neither party shall be bound by any variation, waiver of or addition to these Conditions except agreed by both parties in writing and signed on their behalf.

3 Orders

- 3.1 Notwithstanding that RESILIENCE PLANNING SERVICES may have given a detailed quotation, no order shall be binding on RESILIENCE PLANNING SERVICES unless and until it has been accepted in writing by a Director or other duly authorised representative on behalf of RESILIENCE PLANNING SERVICES.

4 Price

- 4.1 Unless otherwise agreed in writing the Fees shall be invoiced on a monthly basis.
- 4.2 Unless otherwise agreed in writing between the parties, reasonable expenses shall be added to the Fees for accommodation and travel if necessary

5 Payment Terms

- 5.1 Unless otherwise agreed in writing, payment shall be made in full without any deduction or set-off within 30 days from date of invoice.
- 5.2, in addition to the right to charge interest as specified in the Late Payment of Commercial Debts (Interest) Act 1998, in the event that the Client fails to pay and continues suspension of payment for a further 30 days, RESILIENCE PLANNING SERVICES shall have the right to suspend performance of the Contract and of any other Contract between RESILIENCE PLANNING SERVICES and the Client and charge the Client for all additional costs resulting from such suspension and any subsequent resumption of performance.

6 Governing Law

- 6.1 The Contract shall be governed by and construed in accordance with English Law.

7 RESILIENCE PLANNING SERVICES Duties and Responsibilities

- 7.1 RESILIENCE PLANNING SERVICES shall provide the Client with the Deliverables and Services.

8. Assignment

8.1 Neither Party shall assign or transfer the whole or any part of its rights or obligations under the Contract to any other person, firm or company, without the prior written consent of the Other Party.

9 Confidentiality

9.1 Neither Party shall disclose nor permit members of its staff to disclose any confidential information entrusted to it by the other party provided always that this restriction shall not apply to information:

9.1.1 Already in the party's possession; or

9.1.2 Which comes into the public domain other than by breach of this obligation by the party or a member of its staff; or

9.1.3 Which is disclosed to the party by a third party free to disclose the same.

10 Data Protection

10.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow RESILIENCE PLANNING SERVICES at all times to perform the Deliverables and Services. RESILIENCE PLANNING SERVICES shall not be liable to perform the Deliverables and Services to the extent it is unable to, due to a breach of this Clause.

10.2 RESILIENCE PLANNING SERVICES warrants to the Client that it shall only use the Personal Data for the purpose of carrying out its obligations hereunder and that it shall ensure that all reasonable and appropriate security measures are in place to protect the Personal Data.

10.3 RESILIENCE PLANNING SERVICES shall destroy or deliver up the Personal Data upon written demand from the Client.

10.4 RESILIENCE PLANNING SERVICES shall in all respects comply with its obligations under the Data Protection Act 2018 and any amendments to or re-enactments thereof.

11 Copyright

11.1 Ownership of copyright and all other intellectual property rights in materials used for the provision of the Services vests with the Client unless otherwise stated.

12 Advertising and Marketing

12.1 RESILIENCE PLANNING SERVICES may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and the information is neither proprietary nor confidential.

12.2 RESILIENCE PLANNING SERVICES may use feedback provided by the Client on future marketing materials. Such materials may contain references to the Client. However, RESILIENCE PLANNING SERVICES may not reference specific Client employee names, without the prior written consent from the Client.

13 Health and Safety

13.1 The Parties shall ensure that all employees, at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Act, regulations or orders pertaining to the health and safety of their employees and others who may be affected by their acts or omissions.

14 Liability

14.1 RESILIENCE PLANNING SERVICES warrants that the Services shall be provided using reasonable skill and care. Where goods and services are supplied by a third party RESILIENCE PLANNING SERVICES does not give any warranty, guarantee, or term as to their quality, fitness for purpose or otherwise.

14.2 RESILIENCE PLANNING SERVICES shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, or any other fault of the Client.

14.3 Nothing in this clause excludes or limits the liability of RESILIENCE PLANNING SERVICES for fraudulent misrepresentation or for death or personal injury caused by RESILIENCE PLANNING SERVICES's negligence. Except as aforesaid the following provisions set out the entire financial liability of RESILIENCE PLANNING SERVICES (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

14.3.1 RESILIENCE PLANNING SERVICES shall not be liable for any loss or damage caused to the Client except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by RESILIENCE PLANNING SERVICES, its employees, agents or subcontractors and in such event RESILIENCE PLANNING SERVICES's total liability in respect of all claims arising under or by virtue of this Contract or in connection with the performance or contemplated performance of this Contract shall not exceed the sum of £100,000; and

14.3.2 RESILIENCE PLANNING SERVICES shall not be liable to the Client for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused which arises out of or in connection with this Contract even if such loss was reasonably foreseeable, or RESILIENCE PLANNING SERVICES had been advised of the possibility of incurring the same by the Client.

15 Cancellation/Termination/Substitutions

Cancellation within monthly contract i.e. unable to allow us to deliver on dates agreed

15.1 RESILIENCE PLANNING SERVICES reserves the right to withdraw from the Contract without notice if, in its opinion, information required for satisfactory completion of the Contract and requested by RESILIENCE PLANNING SERVICES in writing is either not provided or, if provided, is inaccurate or inadequate.

15.2 The Client shall be liable for RESILIENCE PLANNING SERVICES's fees and expenses up to and including the date of withdrawal.

15.3 The Client shall be entitled to cancel the Contract upon its anniversary by giving not less than three months notice to RESILIENCE PLANNING SERVICES. On cancellation the Client shall be liable for RESILIENCE PLANNING SERVICES's Fees and expenses up to the date of cancellation.

15.4 Any cancellation of the entire Contract by the Client of less than 3 months notice shall be at the discretion of RESILIENCE PLANNING SERVICES and agreed in writing by RESILIENCE PLANNING SERVICES. Where RESILIENCE PLANNING SERVICES has granted such written permission, a maximum charge of 100% of the total contract value shall be charged.

15.5 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after

being required by written notice to do so, or if the other goes into liquidation (if an individual bankruptcy), makes a voluntary arrangement, has a receiver, administrative receiver, or liquidator or administrator appointed.

15.6 The provisions of clauses 5,8, 9, 10, 11, 12, 14, 15 and 16 shall survive the termination of the Contract.

16 Force Majeure

16.1 RESILIENCE PLANNING SERVICES shall not be liable for any delay or failure in performance of its obligations under the Contract which is due to or results from any circumstances beyond its reasonable control. In any such event RESILIENCE PLANNING SERVICES shall be entitled to delay or cancel performance of the Services.

17 Insolvency and Default

17.1 RESILIENCE PLANNING SERVICES in its discretion and without prejudice to any other right to claim may by notice in writing determine wholly or in part any and every Contract between RESILIENCE PLANNING SERVICES and the Client or may (without prejudice to RESILIENCE PLANNING SERVICES's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further performance of the Contract until any defaults by the Client be remedied, if:

17.1.1 RESILIENCE PLANNING SERVICES shall be in breach of any of its obligations under the Contract;

17.1.2 If any distress or execution shall be levied on the Client's property or assets;

17.1.3 If the Client shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy;

17.1.4 If any bankruptcy petition be presented against his or (if the Client is a company) if any Resolution or Petition to wind up such company shall be passed or presented;

17.1.5 If a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed; and

17.1.6 If anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Client.

18 Third Party Rights Exclusion

18.1 A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

19 Severability

19.1 If at any time one or more of the above Conditions becomes in whole or in part void, invalid, or unenforceable then the remainder of the Contract shall nevertheless be valid and enforceable.

20 Notices

20.1 Any notice sent under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party from time to time.

20.2 Notices to RESILIENCE PLANNING SERVICES shall be sent to:

Dominique Casson, RESILIENCE PLANNING SERVICES Limited (Company Registration Number: 09241913), Broomshaw Hill Farm, Willia Road, Haltwhistle, NE49 9NP.

21 Assignment

21.1 Neither Party shall assign or transfer the whole or any part of its rights or obligations under the Contract to any other person, firm or company, without the prior written consent of the Other Party.

SERVICE AGREEMENT

Between

RESILIENCE PLANNING SERVICES LIMITED

A Company whose registered office is at Broomshaw Hill Farm, Willia Road, Haltwhistle
Northumberland NE49 9NP

And

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

A Company, whose registered office is at
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(each “a party” and collectively “the Parties”)

EFFECTIVE DATE: xxxxxx

REFERENCE NUMBER: xxxxxx

CONTRACT TERM: xxxxxx

Address for Notices:

Contact Name: Contact Name:
Address:

Address:

Email address: Email address: