



TERMS AND CONDITIONS

1. Interpretation

1.1. In these Terms and Conditions:

- 1.1.1. “Agreement” means the agreement comprised by formal acceptance of the Order Form and the Terms and Conditions;
- 1.1.2. “Charges” means the charges shown in the Order Form or otherwise payable pursuant to clause 3 below;
- 1.1.3. “Client” means the person or company named as such in the Order Form;
- 1.1.4. “Consequential Loss” means pure economic loss, loss of profit, loss of business loss of turnover, and like loss;
- 1.1.5. “Staff/Resources” means the number of Toro employees shown on the Order Form who will carry out the Specified Service;
- 1.1.6. “Day” means the days anticipated for completion of the service;
- 1.1.7. “Location” means the location shown in the Order Form;
- 1.1.8. “Order Form” means the order form/proposal attached hereto or otherwise referring to these Terms and Conditions;
- 1.1.9. “Period” means the period shown in the Order Form;
- 1.1.10. “Special Conditions” means the special conditions shown in the Order Form;
- 1.1.11. “Specified Service” means the specified service shown in the Order Form;
- 1.1.12. “Terms and Conditions” means these terms and conditions which together with the Order Form comprise an agreement between Toro Risk Solutions – Global Limited and the Client.

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Contractor

2.1. Toro Risk Solutions – Global Limited shall supply to the Client its staff to carry out the Specified Service at the Location for the Period, during the Days, at the Charges and in compliance with any Special Conditions.

2.2. Any changes or additions to the Specified Service or these Terms and Conditions must be agreed in writing and signed by a duly authorised representative of Toro Risk Solutions – Global Limited.



2.3. Unless otherwise agreed in advance with Toro Risk Solutions – Global Limited, all work will be delivered on weekdays and will commence at approximately 8.30am and finish at approximately 5.30pm UK time.

2.4. Toro Risk Solutions – Global Limited shall, in the time available and having regard to all the circumstances, use its reasonable endeavours to provide Staff/Resources capable of providing the Specified Service at the Location.

2.5. The Client shall supply the work environment (where Toro Risk Solutions – Global Limited is working at the Client's premises), facilities, information and instructions necessary for Toro staff to perform the Specified Service.

2.6. The Client warrants that it has the authority to enter into this Agreement and that the signatory on its behalf on the Order Form has authority to bind the Client.

3. Charges

3.1. The Client shall pay to Toro Risk Solutions – Global Limited the Charges.

3.2. All Charges are exclusive of any Value Added Tax, or other duties or taxes that may be levied in respect of the Charges, for which the Client shall be additionally liable.

3.3. Unless otherwise agreed in writing, the Charges are exclusive of any disbursements or expenses which may be incurred by Toro Risk Solutions – Global Limited in connection with the provision of the Specified Service and any other sums which are agreed between Toro Risk Solutions – Global Limited and the Client for which Toro Ltd shall be entitled to charge additionally. Expenses will not exceed 5% of the total project cost.

3.4. Toro Risk Solutions – Global Limited shall invoice Charges monthly in arrears in respect of the Specified Services performed during that month.

3.5. The Client shall pay the Charges within 30 days of receipt of the Toro Risk Solutions – Global Limited invoice and without any set-off or other deduction.

3.6. If any payment due from the Client to Toro Risk Solutions – Global Limited is outstanding, Toro Risk Solutions – Global Limited shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 2% above the base rate from time to time of National Westminster Bank Plc from the due date until the outstanding amount is paid in full.

3.7. Toro Risk Solutions – Global Limited reserves the right to increase the Charges and / or charge additional fees should additional work be requested beyond those Specified Services agreed. Toro Risk Solutions – Global Limited will not increase the Charges without informing the Client.

4. Liability

4.1. Toro Risk Solutions – Global Limited agrees to and warrants that that it shall exercise reasonable skill and care in the performance of its obligations under this Agreement as would ordinarily be expected of a similar professional service provider providing services of a similar nature.

4.2. Toro Risk Solutions – Global Limited Charges are determined on the basis of the exclusions from, and limitations of, liability contained in this Agreement. The Client expressly agrees that these



exclusions and liabilities are reasonable because of (amongst other matters) the likelihood that the amount of damages awardable to the Client for a breach by Toro Risk Solutions – Global Limited of this Agreement may be disproportionately greater than the price of Toro Risk Solutions – Global Limited charges.

4.3. The following provisions in this clause 5 set out Toro Risk Solutions – Global Limited entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Client in respect of:

- 4.3.1. A breach of Toro Risk Solutions – Global Limited contractual obligations;
- 4.3.2. A tortious act or omission for which Toro Risk Solutions – Global Limited is liable;
- 4.3.3. An action arising out of a misrepresentation by or on behalf of Toro Risk Solutions – Global Limited;
- 4.3.4. arising in connection with the performance or contemplated performance of this Agreement; or out of
- 4.3.5. An act which Toro Risk Solutions – Global Limited would not have done; or
- 4.3.6. An omission which Toro Risk Solutions – Global Limited would not have made;
- 4.3.7. But for the entry by Toro Risk Solutions – Global Limited into this Agreement.

4.4. The total liability, which Toro Risk Solution Solutions – Global Limited shall owe to the Client and in respect of all claims, shall not exceed £5,000,000 and Toro Risk Solutions – Global Limited warrants that it has a professional indemnity insurance policy in place providing cover of at least £5,000,000 per claim.

4.5 The Client's aggregate liability will not exceed the amount of the Charges.

4.6. Neither party shall in any circumstances be liable to the other for any Consequential Loss.

4.7. The Client shall only be entitled to bring a claim against Toro Risk Solutions – Global Limited where the Client issues legal proceedings against Toro Risk Solutions – Global Limited within the period of 24 (twenty-four) months commencing on the date upon which the Client ought reasonably to have known of its entitlement to bring such a claim.

4.8. Notwithstanding anything to the contrary contained in this Agreement, Toro Risk Solutions – Global Limited liability to the Client for:

- 4.3.1. Death or personal injury resulting from the negligence of Toro Risk Solutions – Global Limited, its employees, agents or sub-contractors;
- 4.3.2. Damage suffered by the Client as a result of a breach by Toro Risk Solutions – Global Limited of the condition as to title or the warranty as to quiet possession implied by s 12 of the Sale of Goods Act 1979 or s 2 of the Supply of Goods and Services Act 1982; and
- 4.3.3. Damage for which Toro Risk Solutions – Global Limited is liable to the Client under Part I of the Consumer Protection Act 1987;
- 4.3.4. shall not be limited save that nothing in this clause 5 shall confer a right or remedy upon the Client to which the Client would not otherwise be entitled.

4.9. The exclusions from, and limitations of, liability set out in this clause 5 shall be considered severally. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 5 shall not affect the validity or enforceability of any other part of this clause 5.



4.10. The provisions of this clause 5 shall survive the termination of the whole or any part of this Agreement.

4.11. There is nothing knowingly unlawful in the Client's request for Toro Risk Solutions – Global Limited to conduct the work specified in the attached Order Form, and that the Client is not engaged in any unlawful activity which may have resulted in Police or other investigative bodies carrying out lawful surveillance upon the said premises.

5. Termination

5.1. Toro Risk Solutions – Global Limited shall be entitled to terminate this Agreement at any time by giving reasonable notice to the Client in the event that the Client:

- 5.1.1 Goes into liquidation, has a receiver or administrator appointed over any of its assets or otherwise makes any arrangement with its creditors;
- 5.1.2 Fails to pay the Charges;
- 5.1.3 Materially or persistently breaches any material term of this Agreement; or
- 5.1.4 Is responsible for any action or omission that brings or may in the reasonable opinion of Toro Risk Solutions– Global Limited bring, Toro Risk Solutions – Global Limited into disrepute.

5.2. The Client shall be entitled to terminate this Agreement at any time by giving notice to Toro Risk

Solutions – Global Limited in the event that Toro Risk Solutions – Global Limited is fundamentally unable to provide the Specified Service.

5.3. Termination shall not prejudice or affect any right or action or remedy which shall have accrued or shall thereafter accrue to either party in respect of the period up to such termination.

5.4. Once the Specified Service has been confirmed and scheduled, if the Client for any reason has to cancel or postpone the work at any time prior to the scheduled date and time, Toro Risk Solutions – Global Limited will make every effort to schedule an alternative solution. If however, Toro Risk Solutions – Global Limited is unable to reschedule to cover the original proposed time, the following scale of cancellation charges will apply:

- 5.4.1 7 days' notice or less: 25% of the service fee is payable
- 5.4.2 24 hours' notice or less: 50% of the service fee is payable
- 5.4.3 During the project: 100% of the remaining service fee is payable

5.5. Any agreed disbursements/charges incurred by Toro Risk Solutions – Global Limited up until the time of cancellation or postponement will also be charged at cost. Notification of cancellation should be made to Peter Connolly in the first instance by calling him. Cancellations should also be put in writing (via email to contracts@torosolutions.co.uk) by the client.



5.6. Should Toro Risk Solutions – Global Limited, for reasons beyond its control, need to make any amendments to the agreed date and time of the proposed work, we reserve the right to offer an alternative date/time. Toro Risk Solutions – Global Limited will not be liable for any loss or damage arising from such amendments. Toro Risk Solutions – Global Limited may cancel any outstanding work:

- 5.6.1 If the client fails to make full payment determined for the scheduled work (unless credit has been agreed)
- 5.6.2 If the work might, in its reasonable opinion, prejudice the reputation of the Toro Risk Solutions – Global Limited
- 5.6.3 If the client is more than 30 days in arrears of previous payments.
- 5.6.4 If Toro becomes aware of any material adverse alteration in the client's financial situation

6. Confidentiality

6.1. Toro Risk Solutions – Global Limited and the client shall not during or after the termination or for a period of 3 (three) years after the expiration of this agreement make use of for its own purpose or disclose to any third party any information relating to the agreement.

6.2. All information in this document is provided in confidence. It may not be modified or disclosed to a third party (either in whole or in part) without the prior written approval of Toro Risk Solutions – Global Limited.

6.3. Toro Risk Solutions – Global Limited shall retain copies of all documentation made, prepared or that come into our possession or control during the provision of the services for a minimum period of 6 (six) years following completion of the service unless otherwise requested in writing by the client. Toro Risk Solutions – Global Limited will make every effort to secure and safeguard the client's intellectual property rights protection in respect of such documentation.

6.4. Toro Risk Solutions – Global Limited shall not mention the client's name in connection with the agreement or disclose the existence of the agreement in any publicity material or other similar communication to third parties without the client's prior consent in writing.

7. Status & Tax Liabilities

7.1. The parties declare that it is their intention that this Agreement shall not at any time create between the parties a relationship of employment, agency, partnership or joint venture.

8. Non-Solicitation of Employees

8.1. Each party agrees that for the duration of the Contract and for the period of 9 months thereafter neither Party shall actively solicit or entice away or seek to attempt to entice away from the employment of the other party any person employed or contracted for services by a party or any person who has been so employed or contracted in the preceding 9 months in connection with the provision of Services, the supply of the Goods or the management of the Contract. For clarity, this condition shall



not apply to unsolicited responses by employees to general recruitment advertising or by providers of Goods or Services or contract management to an advertisement for tender of services.

9. Assignment

9.1. The Client may not assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of these Terms and Conditions without the prior written consent of Toro Risk Solutions – Global Limited.

9.2. Toro Risk Solutions – Global Limited shall be entitled to assign, transfer or in any manner make over the benefit and/or burden of these Terms and Conditions with the prior written consent of the Client.

9.3. This Agreement shall be binding upon the successors and assigns of the Client provided always that nothing shall permit any assignment by either party except as expressly provided herein.

9.4. Toro Risk Solutions – Global Limited cannot enter into any commitment which would involve assuming the powers of the civil police.

9.5. It is the obligation of the Client to identify and consult with Toro Risk Solutions – Global Limited on any specific health and safety requirements that apply, or are likely to apply, during the period of the contract.

9.6. It is the obligation of the Client to provide and/or maintain any specified item, service or information which the Client has agreed to provide and which is necessary for fulfilling the Specified Service.

10. Force Majeure

10.1. Neither party shall be in breach of these Terms and Conditions if there is any total or partial failure of performance by it of its duties and obligations under these Terms and Conditions occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining supplies, labour disputes of whatever nature and any other reason beyond the reasonable control of either party. If either party is unable to perform its duties and obligations under these Terms and Conditions as a direct result of the effect of one of those reasons that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of these Terms and Conditions shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than 30 days and substantially affects the commercial intention of these Terms and Conditions, the party not claiming relief under this clause 9 shall have the right to terminate these Terms and Conditions upon giving 30 days' written notice of such termination to the other party.

11. General

11.1. These Terms and Conditions (together with the Order Form/Proposal) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in accordance with clause 2.1 above. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.



11.2. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice or other document to be given under these Terms and Conditions shall be in writing and shall be deemed to have been duly given if left at or sent by first class post or registered post.

11.3. All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by e-mail, facsimile or other electronic media, simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

11.4. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

11.6. In the event of there being a conflict between the provisions of these Terms and Conditions and/or the Order Form, these Terms and Conditions shall prevail.

11.7. Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation and execution of these Terms and Conditions.

12. Governing Law & Jurisdiction

12.1. The validity, construction and performance of these Terms and Conditions shall be governed by and construed in accordance with English Law.

12.2. All disputes claims or proceedings between the parties relating to the validity, construction or performance of these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the High Court of Justice in England to which the parties hereto irrevocably submit. Each of the parties irrevocably consents to the award or grant of any relief in any such proceedings before the High Court of Justice in England. Either party shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgment or order obtained from the High Court of Justice in England.