



Standard Terms and Conditions for services supplied by ZR Consultants Ltd

These Standard Terms and conditions constitute together with the Engagement Letter, Statement of works (SOW) and enclosures collectively the 'Services Contract' govern the delivery of services by ZR Consultants Ltd to the Client.

In case of any conflict, the Engagement Letter, SOW and Additional Terms shall take precedence over these Standard Terms.

Definitions

"ZR Consultants Ltd", "ZRC", "us" or "we" (and derivatives) means ZR Consultants Ltd, the contracting entity specified in the Engagement Letter.

"Client", "you" or "your" (and derivatives) means the addressee(s) of the Engagement Letter and includes, where relevant, its management, directors, or equivalent officers. The term applies to natural persons, companies, and public bodies.

"Engagement Letter" means the written letter or agreement issued by ZRC to the Client setting out the scope of Services and applicable terms.

"Statement of Work" or "SOW" means a written statement agreed between ZRC and the Client which sets out details of specific Services to be delivered.

"Services" means the services to be provided by ZRC to the Client under the Engagement Letter and/or any Statement of Work.

"Services Contract" means the contract formed by (a) the Engagement Letter, (b) these Standard Terms and Conditions, and (c) any SOW and/or Additional Terms expressly incorporated in writing.

"Additional Terms" means any supplemental terms agreed in writing between ZRC and the Client which apply to the Services.

"Engagement Team" means any partner, director, employee, or contractor engaged by ZRC in delivering the Services to the Client. It does not include corporate bodies.

"ZRC Persons" means any partner, director, employee, or contractor of ZRC, and any entity engaged by ZRC to assist in providing the Services, together with that entity's partners, directors, employees, and contractors.

"Other Beneficiaries" means any person or organisation, other than the Client, that is expressly identified in the Engagement Letter as a beneficiary of the Services or any deliverables arising from them, subject always to the terms, limitations, and exclusions of the Services Contract.

Our responsibilities

1. The accompanying Engagement Letter, Statement of Work (SOW), or other written agreement (collectively referred to as "Services Contract") will outline the specific services scope and terms contractually agreed upon and to be delivered by ZRC.
2. In the event that consultants are provided as resources only then the Engagement letter or SOW may be substituted with a similar communication confirming rates and period of service.
3. ZRC shall endeavour to deliver the agreed services with reasonable skill and care.
4. Upon agreement of the services contract, we will appoint an engagement team to perform the services.
5. ZRC will keep confidential any information concerning the Client's business or affairs that is identified as confidential or would reasonably be regarded as confidential ("Confidential Information"). Confidential Information will not be disclosed beyond the Engagement Team without the Client's written consent, except where disclosure is required by law or regulation. ZRC may share information (including Confidential Information) with Other Persons or service providers who support the administration of ZRC's business or our business function, provided they are subject to confidentiality obligations no less strict than those set out in this Services Contract.
6. ZRC may, for marketing or promotional purposes, disclose that it has provided Services to the Client. Any such disclosure will be limited to the Client's name, job titles and a general description of the nature of the Services, together with information already in the public domain.

7. Any reports, documents, or other deliverables in whatever form or medium arising from the Services are provided by ZRC for the Client's benefit and internal use only. They may not be copied, quoted, disclosed, or referred to (in whole or in part) without ZRC's prior written consent, except where disclosure is required by law or a competent authority and the Client has given ZRC prior notice. The Client may not use ZRC's name or logo without prior written consent.

Ownership

8. ZRC shall retain ownership of all copyright and other intellectual property rights in any deliverables products and services we supply under our contract for services, together with ownership of our working papers, in whatever form or medium. Upon payment of our charges, Client will acquire ownership of the physical copies of the deliverables. ZRC grants the client a non-exclusive, non-transferable, fully paid-up licence to use such deliverables internally for own business purposes. This licence does not transfer to the Client any underlying intellectual property rights. The Client may not disclose, distribute, sublicense, resell, publicly display, or otherwise make any deliverable available to third parties, nor may it use ZRC's name, trademarks, or logos in any publicity or marketing, without ZRC's prior written consent (not to be unreasonably withheld or delayed in respect of factual client lists). The licence shall terminate automatically if the Client fails to pay the applicable fees in full or materially breaches this Services Contract.

The Engagement Team and Other Persons may use, develop, and share general knowledge, experience, and skills gained in performing the Services for the purpose of delivering services to the Client or to other clients, provided that no Confidential Information is disclosed.

Our charges

9. ZRC will issue invoices in respect of the Services comprising fees, outlays and VAT (where applicable), together with any applicable overseas taxes that might be payable or deductible ("Our Charges"). Details of our Charges and any specific payment terms shall be set out in the Engagement Letter and/or the SOW. Fees will be based on the level of responsibility of Engagement Team members involved, their skill and experience, the time spent, and the nature and complexity of the Services. Outlays include both directly incurred costs and a flat charge equal to 2.5% of the value of time to cover incidental expenses. Charges may differ from any estimates or quotations provided.
10. In return for the delivery of the Services, the Client must pay ZRC's Charges upon presentation of an invoice, unless different payment terms are specified in the Engagement Letter.
11. ZRC may charge interest on overdue amounts at the statutory rate of 8% per annum (or such other rate as may be specified in the Engagement Letter), both before and after any court award or judgment in our favour in respect of outstanding balances
12. If the Services Contract is terminated or suspended, ZRC is entitled to payment for outlays incurred and for fees for Services performed up to the effective date of termination, plus VAT and any applicable taxes. Fees will be calculated by reference to ZRC's hourly rates in effect at the time the Services were performed.
13. Where more than one Client is named in the Services Contract, all such Clients are jointly and severally liable for payment of the Charges, unless the Services Contract provides otherwise.
14. If ZRC is required by a court or regulatory body to provide information or produce documents relating to the Services, the Client will pay ZRC's costs of preparing for and responding to such requirement at ZRC's standard rates in effect at that time, together with outlays (including legal expenses) and VAT where applicable.

Your responsibilities

15. The Client remains solely responsible for the management and operation of its business and affairs; making decisions based on the Services; implementing any advice or recommendations provided by ZRC; and realising any benefits from the Services.
16. Where ZRC Persons are required to perform services at client premises or using client computer systems or telephone networks, the Client will ensure all necessary arrangements are made for security procedures, virus checks, facilities, licences or consents (without cost to us) and to provide ZRC with timely access to personnel, information, and documents necessary for the performance of the Services, and will ensure that all such information is complete and accurate.
17. Where there is more than one Client, these obligations apply to each Client separately and not collectively
18. You shall not, directly or indirectly, solicit the employment of any of our partners, directors, employees, or contractors involved in performing the Services, during performance or for a period of 6 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, directors or employees who may respond to any such campaign. In the event you wish to employ any of the above then you agree to



obtain written consent from the CEO and agree to pay a fee of 30% of the total annual remuneration package offered to our ZRC Person.

The Contract of Service

19. This Services Contract (being these Terms and Conditions together with the applicable Engagement Letter or Statement of Work) constitutes the entire agreement between ZRC and the Client in relation to the Services described and supersedes all prior agreements, understandings, arrangements, statements or representations to the services. There are no implied terms or conditions save those incapable of exclusion by law. No obligations shall arise on the part of ZRC other than as expressly set out in this Services Contract. The Client acknowledges that, in entering into this Services Contract, it has not relied on and has no remedy on any statement, promise, assurance or representation (whether made innocently or negligently) that is not expressly set out in the Services Contract. Nothing in the Services Contract limits or excludes any liability for fraud. Each Engagement is separate and distinct. Nothing in this Services Contract affects ZRC's responsibilities under any other services or engagements separately agreed in writing with the Client or with any other client. The rights and obligations of the parties under one Engagement do not affect or govern their rights and obligations under any other Engagement.
20. Any modification or variation of this Services Contract shall be valid only if made in writing, signed (including electronically) by both parties, and expressly stated to amend this Services Contract. In the event of any inconsistency between the documents forming part of a Services Contract, the following order of precedence shall apply:
- (a) the Engagement Letter and/or the Statement of Work;
 - (b) any Additional Terms agreed in writing between the parties; and
 - (c) these Terms and Conditions.

Third party rights

21. No person other than the parties to this Services Contract shall have any rights to enforce any of its terms. ZRC and the Client may rescind or vary this Services Contract without the consent of any third party.

Force Majeure

22. Neither party shall be in breach of this Services Contract or liable for any delay or failure in performing its obligations under this Services Contract to the extent that such delay or failure results from events, circumstances, or causes beyond its reasonable control ("Force Majeure Event"). The party affected by a Force Majeure Event must notify the other as soon as reasonably practicable of the occurrence and its expected impact. If, in ZRC's reasonable opinion, the Force Majeure Event prevents or materially hinders or delays the performance of the Services, ZRC may terminate this Services Contract immediately by giving written notice to the Client.
23. The Client may terminate this Services Contract only if the Force Majeure Event continues for a continuous period of at least 30 days and substantially prevents the Client from receiving the Services. Any such termination shall take effect on written notice.
24. Upon termination under this clause, the Client remains liable to pay ZRC for all Services performed and expenses reasonably incurred up to the effective date of termination.

Limitations on our liability

25. ZRC's liability in connection with the Services Contract is limited as set out in this clause. Subject to clauses 42 and the particular circumstances of the Services, ZRC's aggregate liability to the Client and any Other Beneficiaries, whether in contract, tort (including negligence), statutory duty, or otherwise, for any loss or damage arising from or in connection with the Services or the Services Contract, however caused (including negligence but excluding fraud or deliberate breach of duty), is limited to the amount specified in the Engagement Letter or Statement of Work. No other category of loss or liability is excepted from this limitation, save where unlawful to exclude. Without prejudice to the foregoing, ZRC shall not in any circumstances be liable for loss of profit, loss of revenue, loss of goodwill, or for any indirect, incidental, special, or consequential losses, even if advised of the possibility of such damages.
26. Where there is more than one Beneficiary of the Services, the limitation of liability under clause 26 for each Beneficiary will be apportioned among them. No Beneficiary may dispute or challenge the validity, enforceability, or effect of clause 26 on the grounds that such apportionment has not been agreed or that the apportioned share is unreasonably low. In this clause, "Beneficiary" shall include Client and Other Beneficiaries.
27. Subject to the aggregate limitation in clause 26, ZRC's liability will be limited to a proportion of the total loss or damage, after considering any contributory negligence, that is just and equitable in light of ZRC's responsibility for the loss or damage and the responsibility of any other person also responsible or potentially responsible ("Other Person"). When calculating ZRC's proportionate share of liability, no account will be taken of any factor affecting the possibility of recovering compensation from any Other Person, including where the Other Person ceased to exist, having ceased to be liable, has an agreed limit on its liability or is impecunious or for other reasons unable to pay, and full account shall be taken of the responsibility to be attributed to any Other Person whether or not it is before the competent court as a party to the proceedings or as a witness.



28. ZRC accepts the benefit of the limitations in clauses 26, 27 and 28 and in so doing extends these limitations to any subcontractors or personnel assisting in delivering the Services.
29. Any parts of the Services Contract which do or may exclude or limit ZRC's liability in any respects shall not apply beyond the extent permitted by law.

Waiver, assignment and sub-contractors

30. Failure or delay to exercise or enforce any rights shall not amount to a waiver of such rights.
31. No party shall assign, transfer, charge, or otherwise deal with the benefit or burden of this Contract without the prior written consent of the other party. Notwithstanding the foregoing, ZRC may assign or novate the Services Contract without consent to any successor entity or group company, provided that ZRC remains responsible for the performance of the Services. Any purported assignment in breach of this clause shall be void.
32. Subject to clauses 2 and 4, ZRC may appoint sub-contractors to assist in delivering the Services. We may share Confidential Information with such sub-contractors, provided they are bound by obligations of confidentiality no less onerous than those set out in this Contract. ZRC shall remain fully responsible for the acts and omissions of any sub-contractor for their activities which shall form part of the Services as if they were our own.

Termination

33. Either Party may terminate the Services Contract or suspend its operation by giving 30 days' prior written notice to the other, except where immediate termination is permitted under the Force Majeure clause. Either Party may terminate the Services Contract immediately by written notice if the other Party commits a material breach and, where capable of remedy, fails to remedy it within 14 days of receiving written notice. For the avoidance of doubt, a material breach by the Client includes failure to pay ZRC's invoices when due, unauthorized disclosure of Confidential Information, or breach of the non-solicitation clause.
34. Without prejudice to the foregoing, if any undisputed invoice remains unpaid 14 days after its due date, ZRC may, upon 7 days' written notice, suspend provision of Services until payment is made in full. Suspension does not affect the Client's obligation to pay all fees and costs incurred up to the date of suspension. If payment is not received within 30 days after suspension begins, ZRC may terminate the Services Contract by written notice. If the Client initiates suspension and ZRC is not at fault, the Client must pay all fees and costs reasonably incurred by ZRC up to the effective date of suspension, including any non-recoverable commitments and expenses directly associated with the suspended Services. Where the Client terminates this Services Contract or any Statement of Work for convenience, the Client shall pay all fees and costs properly incurred up to and including the effective termination date, together with any unavoidable or non-cancellable third-party expenses incurred by ZRC in reliance on the continuation of the Services. Termination or suspension under this clause does not affect any rights accrued by either party before termination or suspension. All sums due to ZRC shall become payable in full when termination or suspension takes effect, without prejudice to any other rights or remedies under this Contract.
35. Any provision of these General Terms which by its nature is intended to survive termination or expiry of the Contract of Service remain in full force and effect, including, without limitation, provisions relating to confidentiality, restrictions on use, and limitation of liability.

Notices

36. Any notice under the Service Contract shall be given in writing and delivered by pre-paid first-class post (or pre-paid overseas equivalent) or left at respective addresses of the relevant party appearing in the Engagement Letter (or such other address as may be notified in writing). Notices sent by post are deemed received in the UK, on the second working day after posting; overseas, on the tenth working day after posting. If the deemed receipt date falls on a non-working day, the notice is deemed received on the next working day.
37. Notices may also be sent by email to the addresses set out in the Engagement Letter or SOW, but email shall not constitute valid service for the purposes of legal proceedings. An email shall be deemed received at the time of transmission, provided that if it is transmitted outside normal business hours (9:00 am to 5:30 pm local time on a working day) it shall be deemed received at the start of the next working day. The sender shall bear the burden of proving successful transmission, and an automatic "bounce-back" message shall be treated as evidence of non-delivery.

Severability

38. Each clause or term of the Services Contract is a separate and independent provision. If any provisions of the Services Contract is found by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect and the parties shall use all reasonable endeavours to replace the invalid or unenforceable provision with a valid provision that most closely reflects the parties' original intent.

Capacity



39. The Client agrees to and accepts the provisions of the Services Contract on its own behalf and as agent for any Other Beneficiaries. The Client must ensure that each Other Beneficiary acts as if they had signed a copy of the Engagement Letter and agreed to be bound by the Services Contract. Notwithstanding the foregoing, the Client alone is responsible for payment of ZRC's Charges.
40. ZRC acknowledges the Client's agreement and acceptance of the Services Contract on its own behalf. In doing so, ZRC confirms that Other Beneficiaries are entitled to the benefit of the Services, subject to the terms, conditions, limitations of liability, and other provisions of the Services Contract

Regulated activities

41. If the Services (or any part of the Services) constitute "regulated activities" under the Financial Services and Markets Act 2000, are regulated by the Solicitors Regulation Authority, or fall under any other applicable regulatory authority, ZRC will inform the Client and specify the implications in the Engagement Letter or in writing. Any Additional Terms relating to such regulated activities will apply. For the avoidance of doubt, ZRC liability in respect of any such regulated activities shall remain subject to the limitations and exclusions of liability set out in this Services Contract, except to the extent that such limitations or exclusions are not permitted by applicable law or regulatory requirements.

Information and Communication

42. To enable ZRC to perform the Services, the Client must promptly provide all information, assistance, and access to documentation in its possession, custody, or control, as well as access to personnel under its control as required by ZRC. The Client must use reasonable efforts to obtain such information or assistance if it is not already in its possession or control. The Client must inform ZRC of any information or developments that may affect the Services. The Client must provide information in response to ZRC's enquiries to enable ZRC to comply with statutory obligations, including disclosures to relevant authorities regarding money laundering or other criminal activity encountered during the Services. Such disclosures may include Confidential Information. ZRC is not liable for any loss, damage, or delay arising from the Client's failure to comply with these obligations.
43. ZRC may rely on instructions, requests, or information, whether oral or written, from any person reasonably believed to be authorised by the Client. ZRC may communicate by email at the request of such authorised persons. By consenting to email communication, the Client accepts the inherent risks, including interception or corruption. To the extent permitted by law, ZRC may monitor such communications for internal compliance or statutory purposes. The Client must perform appropriate virus and malware checks. At the Client's request, ZRC may send documents to an electronic storage facility hosted or controlled by the Client or at the Client's direction. The Client is responsible for the security and confidentiality of such facilities, subject to applicable data protection requirements.
44. ZRC may receive information from the Client or third parties in the course of delivering the Services. To the fullest extent permitted by law, ZRC is not liable for any loss or damage arising from fraud, misrepresentation, withholding of material or relevant information, or other default by the Client or third parties, unless such issues are apparent to ZRC without further enquiry. ZRC is not responsible for verifying the accuracy or completeness of information provided by the client or third parties, except where required by law or regulation.

Knowledge and conflicts

45. The Engagement Team is not required, expected or deemed to have knowledge of any information known to other Persons within ZRC which is not shared with the Engagement Team.
46. The Engagement Team is not required to use or disclose to the Client any information, whether known personally or by other ZRC Persons, that is confidential to another client.
47. ZRC Persons may provide services to, or be approached to provide services to, other parties whose interests compete or conflict with the Client ("Conflicting Party" or "Conflicting Parties").
48. ZRC Persons are and shall remain free to deliver services to Conflicting Parties, except that where the interests of the Conflicting Party conflict with clients specifically and directly in relation to the subject matter of the Services: the Engagement Team shall not deliver services to the Conflicting Party; and Other ZRC Persons may only deliver services to the Conflicting Party where appropriate Barriers are implemented. The effective operation of such Barriers shall constitute sufficient steps to avoid any real risk of breaching ZRC's duty of confidence to the Client.
49. The Client must promptly inform ZRC if it becomes aware that a ZRC Person is advising or proposing to advise a Conflicting Party.
50. If ZRC was engaged by another party before the Client, and circumstances change such that the Client's interests are likely to be prejudiced even with Barriers in place, ZRC may terminate the Services Contract with immediate effect upon notice. ZRC will consult the Client prior to termination. This right is in addition to, and does not limit, ZRC's rights under clause 34 (Termination).



Data Protection

51. Both parties shall comply with all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including, but not limited to, the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (collectively, the "Data Protection Legislation"). Where personal data is incidentally encountered in the course of providing the Services, each party shall ensure that it is handled in accordance with the Data Protection Legislation.

Dispute Resolution

52. In the event of any dispute or difference arising out of or in connection with the services Contract, including any question regarding its existence, validity, or termination, the parties must first attempt to resolve the dispute amicably through good faith negotiations. If the dispute is not resolved within 30 days of written notice of the dispute, the parties may agree to refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, or such other mediation procedure as the parties may agree. Nothing in this clause shall prevent either party from seeking interim or injunctive relief in the courts of England and Wales.

Choice of law and legal venue

53. The Services Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter, or formation, is governed by and construed in accordance with the laws of England and Wales.
54. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter, or formation.