



Terms & Conditions - G-Cloud Framework

www.plannedlink.io



STANDARD TERMS AND CONDITIONS OF BUSINESS FOR CONSULTANCY

1. GENERAL

Any contractual terms proposed by the Client to govern contractual relations between Planned Link Ltd. (Planned Link) and the Client (whether appearing in a Purchase Order or otherwise) are expressly excluded and the Client is deemed to have accepted these Conditions in submitting a Purchase Order or other written instruction to proceed to Planned Link.

These Conditions, together with Planned Link's Order Acceptance and any Proposal referred to in Planned Link's Order Acceptance, comprise the entire agreement between the Parties with respect to the undertaking of the Work and any representations or statements whether made orally or written elsewhere are hereby excluded. In the case of a conflict between Planned Link's Proposal and these Conditions then Planned Link's Proposal shall prevail. This Clause shall not however, exclude or limit any liability or any right which either Party may have in respect of pre-contractual statements made or given fraudulently or dishonestly or in circumstances where there has been wilful concealment.

2. DEFINITIONS

"Client" means the organisation for which Work is undertaken by Planned Link and "Planned Link" means Planned Link Ltd., each separately referred to as "Party". "Parties" means the Client and Planned Link collectively. Unless the context clearly indicates otherwise, "Contract" means the Contract between Planned Link and the Client which comes into force upon the acceptance by the Client of Planned Link's quotation. "Conditions" means these terms and conditions which shall (unless and to the extent otherwise specifically otherwise agreed in writing) govern any contract between Planned Link and the Client. "Order Acceptance" means Planned Link's form, email, or other communication to the Client (whether written or electronic) to confirm that Planned Link will undertake the Work. "Proposal" refers to any written proposal prepared or provided by Planned Link for a current or prospective Client in relation to any proposed work. "Work" means the work referred to in Planned Link's Proposal.

3. ALTERATIONS

Any alterations to these Conditions shall be deemed to be inapplicable unless previously agreed in writing by the Parties.

4. QUOTATIONS

All quotations remain valid for a period of 30 days unless stated otherwise. The Client shall not be entitled to the price quoted where Planned Link agrees to vary the scope of Work or any estimated time for completion from that which was originally specified in Planned Link's Proposal.

5. EXCLUSIONS

For the sake of clarity, Classification Society and National Authority Approval fees and as-fitted drawings are not included in the price quoted by Planned Link.

6. COMPLETION OF WORK

Any time or date specified for completion of Work is an estimate only and is not guaranteed, unless agreed otherwise in writing. Planned Link shall endeavour to comply with agreed completion dates. The Client shall have no right to terminate the Contract for failure for any cause to meet any time agreed for delivery or performance and any damages payable shall be limited in accordance with Clause 19 hereof.

7. PLANNED LINK'S STANDARD OF CARE

Planned Link will, subject to these Conditions, conduct the Work for the Client with all reasonable skill, care and diligence to be expected from a professional consulting firm in performance of similar services under similar conditions. Planned Link shall have no other contractual responsibility.

8. WARRANTY

- Any results or recommendations given in reports are based upon the instructions and information provided by the Client and are correct to the best of the knowledge of Planned Link at the time the report is issued.
- Planned Link gives no warranty or guarantee however relating to any report, advice, or information, and except in respect of death or personal injury caused by Planned Link negligence, shall not be liable in any way for any claims actions or consequential damage, including damage to reputation suffered by the Client (and whether caused by the such reports or the adoption of such information or the advice or as a negligence of Planned Link, its employees, agents or otherwise) by the use of result of anything omitted from such advice.
- In addition, the Client will indemnify and keep indemnified Planned Link against any claim, action, costs (including legal costs), loss or damages arising as a result of the Client's and any third party's use of the Planned Link report, advice, or information.

9. INTELLECTUAL PROPERTY

Planned Link shall retain full intellectual property rights including copyright, patent and registered design rights resulting from the performance of the

Work. Subject to clause 24b) the Client shall have the irrevocable right to use such intellectual property solely in connection with the Client's business.

Nothing in the Contract shall affect the rights of Planned Link in respect of any intellectual property rights held prior to the commencement of the Work under the Contract. The Client agrees to indemnify Planned Link against infringement of third-party intellectual property rights or patents. In this context, "intellectual property" shall include inventions, designs, methods, processes, computer software, manufacturing data, results and other works together with all knowledge, proprietary rights, and information, whether patented or not and whether or not susceptible to patent, registered design, copyright or like protection.

10. FEES

Work will be charged on a Firm Price, fixed rate, hourly or daily rate and/or royalty basis as agreed. In the event that there are significant changes to the Work agreed Planned Link reserves the right to re-negotiate its fees. When hourly rates are quoted, they refer to time spent working or travelling unless otherwise agreed. For staff working away from Planned Link's premises, there is a minimum charge of 7.5 hours per day. [Whilst Planned Link will endeavour to maintain prices, it reserves the right to increase its prices proportionally to the increase in the cost of labour (or goods supplied) arising between quotation and completion provided however that this shall not apply to any price which is agreed in writing to be firm and not subject to variation.]

11. PAYMENT

The Client shall settle accounts in accordance with payment terms agreed. If no specific terms have been stated Planned Link will submit invoices at the end of each calendar month or on completion of the Work, for payment within 30 days of the invoice date. If any part of an invoice is genuinely in dispute, the Client shall pay the undisputed part thereof promptly within 30 days of the invoice date and shall notify Planned Link immediately upon receipt of invoice as to any part of the invoice which is in dispute giving full reasons as to why a portion of the invoice is disputed. The Parties shall endeavour to resolve the disputed portion without delay. Planned Link shall be entitled to charge interest on a daily basis at the rate of 8% per month above the LIBOR rate pertaining at the time on any overdue invoice or on any undisputed part thereof as appropriate. In any case where an invoice is more than 60 days overdue, Planned Link reserves the right to stop the Work or withhold any deliverables on the Contract which relates to the overdue invoice.

12. VALUE ADDED TAX

Value Added Tax is not included in the quoted price and will be charged at the rate pertaining at the time of invoicing (zero rate for most overseas contracts).

13. EXPENSES

Unless otherwise agreed, Planned Link shall charge for legitimate expenses incurred in connection with the Contract. These may include travel and subsistence costs. Car mileage will be charged at £0.50 per mile unless agreed otherwise.

14. VARIATIONS

Where a Contract variation is proposed by either Party then this shall be specified in writing in accordance with a procedure to be agreed between the Parties. The Client shall promptly agree the Contract variation form. Planned Link shall not perform the Contract variation until it has been agreed by the Client and where the Contract variation would affect other work to be performed by Planned Link, then Planned Link shall be entitled to stop the Work until the Contract variation form has been agreed and signed by the Client and Planned Link shall be entitled to an extension of time to reflect the period of the stoppage.

Where Contract variations are numerous or are likely to have a consequential effect upon other drawings and/or other information, the Parties shall discuss how best to introduce any such Contract variations in a timely manner rather than in a piecemeal fashion.

Where Contract variations are agreed any extra work arising may be charged at the rate agreed on the Contract variation form, or if no rate is specified there, then at Planned Link's normal hourly rate and Planned Link shall be entitled to an extension of time as specified in the Contract variation form relating to the delivery of deliverables and/or completion of the Contract or if no extension of time is specified on the said form, to a reasonable extension of time. Planned Link shall be entitled to charge for the formulation of technical information for producing variation orders.

Under no circumstances is the Work (including technical information) provided by Planned Link to be modified unless previously agreed in writing in which event Planned Link accepts no responsibility to the extent that any of the documents or designs are changed or modified contrary to good practice or contrary to Planned Link's advice.

15. CONFIRMATION

Work will not commence until a written instruction to proceed is received from the Client and has been accepted by Planned Link. Any such instruction to proceed shall be deemed to infer acceptance of these Conditions and the fees proposed.

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16. TAXES

All taxes and other duties imposed on the Client in connection with this Work shall be borne by the Client, whilst all taxes and other duties imposed on Planned Link in connection with the same will be borne by Planned Link.

17. LEGISLATION

The Client agrees to comply with all legislation including, for the avoidance of doubt, legislation relating to health and safety and legislation aimed at eliminating bribery (Bribery Act 2010).

18. DEFECTIVE AND/OR INCOMPLETE WORK

Subject to the provisions of sub-clauses 19 a) and 19 d) Planned Link shall remedy any defective or incomplete Work without charge if notified of defect(s) in writing within six months of completion of the Contract.

Clause 18 shall not apply when the Contract is for Planned Link to supply a member(s) of staff and that member(s) of staff is accepting instructions only from the Client.

If Planned Link's Work or part thereof is repeated as a result of the Client's notification that it is defective incomplete or unsatisfactory and it is subsequently discovered that the original Work was in fact satisfactory, then the Client shall reimburse Planned Link for the additional Work performed.

19. LIMITATION AND EXCLUSION OF LIABILITY

- a) Planned Link's total liability (including the cost of repeating the Work in accordance with Clause 18 above) whether in contract or in tort or otherwise shall not exceed the price paid for the Work, save that this clause shall not apply in respect of any liability or class of liability which may not be so limited by virtue of any applicable statute or other law.
- b) If the limitation of liability in sub-clause 19 a) above shall be found by a court of law to be unreasonable, then any higher limit which is reimbursable to Planned Link under Planned Link's relevant insurance policy shall be substituted and shall apply in place thereof.
- c) In any event, in no circumstances shall Planned Link be liable in contract, in tort (including negligence or breach of statutory duty) or otherwise, howsoever, and whatever the cause thereof:
 - i) for costs or expenses incurred as a consequence errors in the Work on the part of Planned Link exceeding the Contract price (except in the circumstances of sub-clause 19 b) above);
 - ii) for any loss of profit, business, contracts, goodwill, revenues, or anticipated savings or;
 - iii) for any special indirect or consequential damage of any nature whatsoever (other than direct physical damage to tangible property where Planned Link's liability shall be limited to a maximum of £2 million).
- d) Planned Link accepts liability for direct physical damage to tangible property or death or injury to persons to the extent caused by the proven negligent acts or omissions of Planned Link and its employees and consultants, provided that Planned Link's liability for the same shall be limited to £2 million in respect of direct physical damage to tangible property.
- e) The extent to which any loss or damage will be recovered from Planned Link by the Client will also be limited so as to be in proportion to Planned Link's contribution to the overall fault for such loss or damage, taking into account any contributory negligence by the Client, the Client's other consultants and/or other advisers and/or any other third parties responsible to the Client and/or liable in respect of such loss.
- f) Should Planned Link discover that the Client is/was acting for someone else, or if the Client discloses to Planned Link that the Client is/was acting for someone else, then Planned Link reserves the right to continue treating the Client as "principal" and also reserves the right not to provide or to stop providing services to the Client or to that person. If the Client fails to make such a disclosure to Planned Link, then Planned Link shall not be liable to the Client or to that other person for any damage arising, directly or indirectly, in connection with any services provided by Planned Link to the extent that damage arises as a result of the Client acting on behalf of that other person or relates to damage suffered by that other person.
- g) Each of the foregoing sub-clauses 19 a) to 19 f) is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said clauses is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of the Contract.

20. SUPPLY AND CONFIDENTIALITY OF INFORMATION

The Client shall supply to Planned Link in a timely manner all information which is or hereafter becomes available to the Client which is relevant to the

performing of the Work and which the Client is contractually and legally able to disclose.

Planned Link undertakes that it will not disclose to third parties confidential information relating solely to the Client which comes to the knowledge of Planned Link in the course of carrying out the work but reserves the right to carry out similar work for other Clients.

21. INSTRUCTIONS AND SCOPE OF PLANNED LINK'S CONTRACT WITH THE CLIENT

Planned Link shall be entitled to act upon the instructions of any of the Client's apparently authorised employees or agents and to rely on any information provided to Planned Link by such employees or agents. Planned Link shall not be responsible for any failure to advise or comment upon any matter which falls outside of the scope of the Contract.

22. DELAY AND FORCE MAJEURE

a) Excusal of Performance

Either Party shall be excused from the performance of any of its obligations under these Conditions if and in so far and for so long as such performance is:

- i) delayed or prevented by the other Party's acts or omissions, or the acts or omissions of its employees, agents, or other subcontractors (including, but not limited to failing to provide timely information, supplying incomplete or defective information, delaying the start of Work on the Contract, failing to provide material or facilities required by the Contract), or
- ii) delayed or prevented by circumstances beyond its reasonable control including but not limited to delays on the part of Classification Societies or other bona fide bodies in granting or giving approval to design drawings or other documentation which requires approval, or
- iii) delayed or prevented by strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, adverse weather conditions or prolonged power failure provided however that in such circumstances, the Party affected shall make reasonable efforts to try to overcome, mitigate or dispel the event of force majeure.

b) Government or Regulatory Authority Action

A Party shall not be liable if its performance is delayed or prevented by and shall have no liability for any acts, decrees or restraints of any Government institution or regulatory body or for any changes in Classification Society class rules or regulations introduced subsequent to the signature of a particular contract between Planned Link and the Client.

c) Entitlements of Planned Link where there is Client delay

Where delays are caused by the circumstances set out in sub-clause 22 a) i) above which causes the Work to be delayed then Planned Link shall be entitled to increase the price of the Work to reflect extra costs incurred by Planned Link and Planned Link shall be entitled to a reasonable extension of time to reflect not only direct delays but any consequential delays caused in order to complete the Work. Where necessary, Planned Link shall also be entitled to re-schedule the Work, where the Client has caused the delay, in order to avoid a conflict with work for other clients. Planned Link shall also be entitled to re-deploy any of its staff to work for other Clients and/or to lay off and then re-hire staff to work on the re-scheduled Work and to charge for any additional costs incurred thereby to the Client.

23. CHANGES IN SPECIFICATIONS

Where changes in the specifications are made by the Client (and accepted by Planned Link) Planned Link shall be entitled to vary the Contract price to reflect the changes in the specifications including any consequential effects. Under such circumstances, the Parties shall discuss how best to introduce any changes in a timely manner rather than in a piecemeal fashion.

24. BREACH BY CLIENT

- a) Planned Link may without prejudice to any other rights it may have hereunder, terminate the Contract forthwith by giving notice in writing to the Client:
 - i) if the Client shall commit any breach of the terms of the Contract on its part to be observed or performed;
 - ii) in the event of war, hostilities, civil war, rebellion, revolution, insurrection, or other disturbance occurring in the Client's country;
 - iii) if the Client compounds with or negotiates for any composition with his creditors generally or permits any judgement against the Client to remain unsatisfied for 21 days;

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- iv) being an individual, the Client shall die or have a receiving order made against him or commit any act of bankruptcy;
- v) being a company, the Client shall call a meeting of its creditors or have a receiver appointed over all or any of its assets or enter into any liquidation or be subject to an administrative order, administrative receivership, a winding up order or similar event. Any termination by Planned Link shall be without prejudice to any right of action by Planned Link including the right to recover any monies due from the Client.
- b) In the event that the Client shall be in breach of its obligations under the Contract, Planned Link shall have the following options (i) without prejudice to its entitlement to claim compensation for all Work done (including Work in progress) for all costs irrevocably incurred and for loss of profits, to terminate the Contract by giving 14 days' notice in writing to the Client of its intention so to do OR (ii) alternatively to claim compensation from the Client in respect of the breach and in respect of any additional costs incurred as a result thereof and an extension of time to complete the Contract where appropriate OR (iii) to renegotiate the Contract.

25. SUSPENSION

In the event of a suspension of the Contract for reasons of breach by the Client, force majeure or for the convenience of the Client, Planned Link shall be entitled to payment by the Client of the following costs:

- The full costs of laying off (and re-hiring if necessary) any employees and consultants employed or hired specifically for the purposes of the Contract such full costs to include any costs which Planned Link has necessarily paid to an employment agent;
- The costs irrevocably committed relating to the period of suspension by subcontractors, under a subcontract which relates to the Contract;
- Any other costs which Planned Link or its employees or agents have irrevocably committed in respect of the period of the suspension;
- Loss of Planned Link's anticipated profit under the Contract for the period of the suspension.

Without prejudice to its rights hereunder Planned Link shall be entitled, at its option but shall not be obliged, to give notice of termination of the Contract if any period of suspension continues for a period of more than 30 days.

26. TERMINATION

In the event of termination of the Contract for any reason whatsoever, Planned Link shall be entitled to payment by the Client for all irrevocably committed costs associated with the Work. Unless otherwise specified and agreed in writing, the term "irrevocably committed costs" shall include but not be limited to the following items:

- the cost incurred to the end of period of notice in developing any work;
- the full cost, including overhead, of employing and/or hiring any employees/contract staff specifically for the purposes of and for the period of the said Contract;
- the full costs of terminating the employment of or laying off of any such employees;
- the costs of buying and/or hiring any materials, goods, plant, machinery, or equipment specifically for the purposes of the Contract;
- the costs irrevocably committed by subcontractors specifically for the purposes of the Contract - even if this commitment extends beyond the expiry of the period of notice;
- recovery of the costs of all Work properly completed and delivered to the Client;
- recovery of the costs of Work completed but not yet delivered and Work in progress;
- recovery of any costs irrevocably committed by Planned Link even if this commitment extends beyond the expiry of the period of notice;
- recovery of any monies due to Planned Link;
- any removal costs or setting up costs.

27. FUNDAMENTAL CHANGE IN DESCRIPTION OF WORK

In the event that the description of the Work under the Contract changes so fundamentally that the original Contract price is increased by more than 50%, or if the Client or a majority of its Ordinary Shares are acquired by a third party, or if the ownership of any vessel which is the subject of Work under the Contract changes then Planned Link shall be entitled to renegotiate the terms of the Contract including the price and delivery schedule. In the event that acceptable new conditions of contract cannot be agreed within a reasonable time, Planned Link shall be entitled to terminate the Contract by notice in writing to the Client.

28. PUBLICITY

Unless agreed otherwise, Planned Link is entitled to refer to Work carried out under the Contract in publicity material. Any press release relating to Work undertaken shall be submitted to the Client for approval, which shall not unreasonably be withheld. Where any of Planned Link's Work is used by the Client for publicity purposes, then such Work shall be acknowledged as that of Planned Link.

29. PRIVACY OF CONTRACT

The Contract is intended to be a private contract between the Parties hereto and it is not intended to confer any rights of enforcement on any third party (other than on a permitted assignee to whom the Contract is actually assigned) even if any of the Contract terms purports to confer a benefit on such a third party.

30. PLANNED LINK EMPLOYEE RESTRICTIONS

During the period of any Contract incorporating these conditions, and for a period of six months after its termination, neither the Client nor any affiliate will directly or indirectly solicit, seek or procure the services of any of the employees of Planned Link (other than as specified in the said Contract) without the prior written consent of, and upon terms and conditions specified by Planned Link. In the event that, at any time during the period of the said Contract or six months after its termination, the Client offers a Planned Link employee permanent employment which he/she accepts, the Client shall pay liquidated damages to Planned Link equivalent to six months' salary based upon the final salary which was paid to that employee whilst in the employment of Planned Link. The Parties agree that the level of liquidated damages is fair and reasonable bearing in mind the average recruitment and training costs of replacing an outgoing employee.

31. SEVERABILITY

If any part of these Terms and Conditions is found by any court or authority of competent jurisdiction to be illegal, invalid, or unenforceable, then that provision shall, to the extent required, be severed and shall be ineffective, but shall not affect any other provision of these Conditions which shall remain in full force and effect.

32. EXPORT CONTROL

Each Party shall abide by and comply with, all applicable international import and export control rules, laws and regulations governing any information relating to the Work and be responsible for ensuring that it complies with all relevant export and import licensing requirements including the United Kingdom Export Control Act 2002 and the United States International Traffic in Arms Regulations ('ITAR'). The provision of any such information for which an export or import license, or other controls, are required shall be identified and marked accordingly by the disclosing Party at the time of disclosure. Protection, use and handling thereof shall remain subject to such restrictions as may be imposed by the disclosing Party's Government.

33. DISPUTE RESOLUTION

Any question or disagreement which may arise concerning the construction, meaning or effect of the Contract or concerning the rights or liabilities of the Parties under the Contract shall be referred to a single arbitrator to be agreed between the Parties. Any arbitration shall take place in England. Failing such agreement within 30 days of the request by one Party to the other that the matter be referred to arbitration in accordance with this clause, such reference shall be to an arbitrator appointed by the President for the time being of the The Institute of Science & Technology. The decision of such arbitrator shall be final and binding upon the Parties. Any reference under this clause shall be deemed to be a reference to arbitration within the meanings of the Arbitration Acts 1950–1996.

34. LAW

- a) These Terms and Conditions and the resulting Contract shall be governed by the laws of England and Wales and both Parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts. The Client irrevocably undertakes and agrees that it shall not take action against Planned Link in any legal forum outside of England, nor join or attempt to join Planned Link in respect of any action against the Client in a court outside of England and the Client shall indemnify Planned Link against all losses, damages or costs (including legal costs) in this regard.
- b) Nothing in this clause shall prevent either Party from enforcing in any country any award made by the English courts.