

STANDARD TERMS & CONDITIONS

1. DEFINITIONS

In these Conditions words and expressions defined in the Agreement Details shall have the same meanings and in addition:

'Business Agreement' means the Business Agreement - Quote Form setting out the details of the services we will provide and signed by the Provider.

'Business Day' means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business

'Client Materials' means all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Provider.

'Contract' means the agreement between the Client and the Provider relating to the supply of the Services, comprising and limited to the terms contained in the Standard Terms and the Business Agreement.

'Days' means calendar days and 'day' and 'days' shall be construed accordingly 'Director' means a director of the Provider.

'Deliverables' means all documents, products and materials developed by the Provider or its agents, subcontractors and personnel as part of or in relation to the Services in any form.

'Intellectual Property Rights' means all patents, trademarks, unregistered trademarks, trade names, copyright, design rights, know-how, confidential information and all or any other intellectual property rights whether or not registered or capable of registration

'Provider IPRs' means all Intellectual Property rights subsisting in the Deliverables excluding any Client Materials incorporated in them.

'Standard Terms' means these Standard Terms and Conditions 2023 as amended from time to time in accordance with clause 20.

'Term' means the term determined in accordance with Clause 2, that being either the fixed term under the agreement or any subsequent 12-month period and term shall be construed accordingly.

'A Year' means 365 days and 'part-year' shall be construed accordingly. This contract excludes all UK Public Holidays and the period between 22 December and 5 January.

'you/your' means the Client. 'we/us/our' means the Provider.

2. DURATION

2.1 The Contract shall commence on the Commencement Date or the date on which we begin to provide Services. The Contract shall continue until terminated in accordance with these Standard Terms.

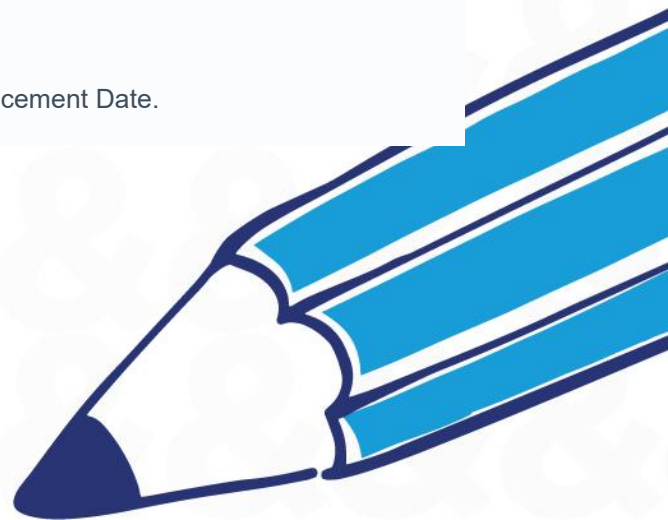
3. SERVICES

3.1 The Provider shall provide the Services from the Commencement Date.



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3.2 The Client understands and accepts that the provision of Services is for such work as could reasonably be expected in the competent jurisdictions of England and Wales based on the laws of England and Wales and that no liability can be accepted for work provided by the Provider outside those jurisdictions, unless confirmed in writing and signed by a Director of the Provider.

3.3 In supplying the Services, we shall:

3.3.1 perform the Services with reasonable care and skill;

3.3.2 use reasonable endeavours to perform the Services in accordance with any service description set out in the Business Agreement;

3.3.3 comply with all applicable laws, statutes and regulations from time to time in force, provided that the Provider shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;

3.3.4 observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to the Provider, provided that the Provider shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and

3.3.5 take reasonable care of all Client materials in its possession and make them available for collection by the Client on reasonable notice and request, always provided that the Provider may destroy such materials if the Client fails to collect the same within a reasonable period after termination of the Contract.

4. CLIENT OBLIGATIONS

4.2 If our performance of our obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, we shall:

4.2.1 not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;

4.1 The Client shall

4.1.1 co-operate with the Provider in all matters in respect of the Services;

4.1.2 meet any requirements specified for the Client in the Business Agreement;

4.1.3 provide us in a timely manner and at no charge, access to your premises, data and other facilities as we reasonably require for the provision of the Services; and

4.1.4 ensure any information provided is accurate in all material respects.

4.2.2 be entitled to payment of the Charges which we may reasonably expect to have received despite any such prevention or delay; and

4.2.3 be entitled to recover any additional costs, charges or losses we sustain or incur as a result.

5. CHARGES

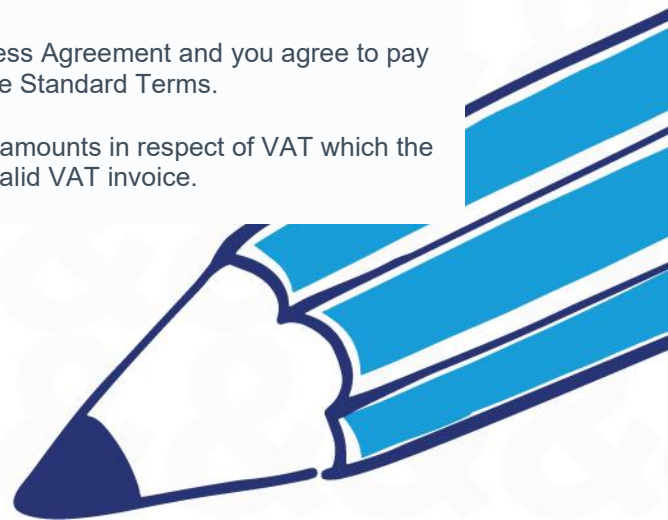
5.1 The Charges shall be calculated as specified in the Business Agreement and you agree to pay all Charges on the basis specified subject to the terms of these Standard Terms.

5.2 All Charges specified in the Business Agreement exclude amounts in respect of VAT which the Client shall be liable to pay in addition subject to receipt of a valid VAT invoice.



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5.3 You shall not set off any sums due to us under this Contract howsoever against any other sums claimed from us.

6. PAYMENT

6.1 You shall pay the Charges in accordance with the provisions specified in the Business Agreement.

6.2 Where the Provider's specified payment terms are stipulated as requiring an upfront payment, no work will be undertaken until payment has been received. Where up-front payment is not stipulated, the Client shall, unless agreed otherwise by a Director of the Provider, pay all charges by way of electronic transfer to our bank account within 7 days of date of invoice.

6.3 The time shall be of the essence in paying any Charges.

6.4 Simple interest shall be payable on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgment) at the rate of 2% above the base rate quoted by the Royal Bank of Scotland as in force at the time of payment falling due, accruing on a daily basis.

6.5 Without prejudice to any other rights we have, if you fail to make any payment when due we shall be entitled by giving written notice to you at any time to exercise any one or more of the following rights: -

6.5.1 to suspend the performance of Services;

6.5.2 to refrain from providing the Service if circumstances mean that additional costs will be incurred;

6.5.3 to require the Client to pay all legal and other costs (including but not limited to court fees, enquiry agents, reasonable administrative costs) incurred by us in recovering any amounts, pursuant to clause 5, owing from you and such costs shall be due for payment immediately following written notice of invoice by us.

6.6 Should any payment not be made within 30 days of the due date, the full outstanding balance for the remainder of any fixed term as detailed in the Business Agreement will automatically become due and payable in full.

6.7 Any queries in connection with any invoice must be referred by the Client to the Provider within 7 days of receipt of that invoice.

6.8 The parties agree that in any claim brought in any court of competent jurisdiction by the Provider for a failure on the part of the Client to comply with its obligations under clause 5, the Provider shall have the right to claim any such payment or payments due as an unpaid debt.

7. PERFORMANCE

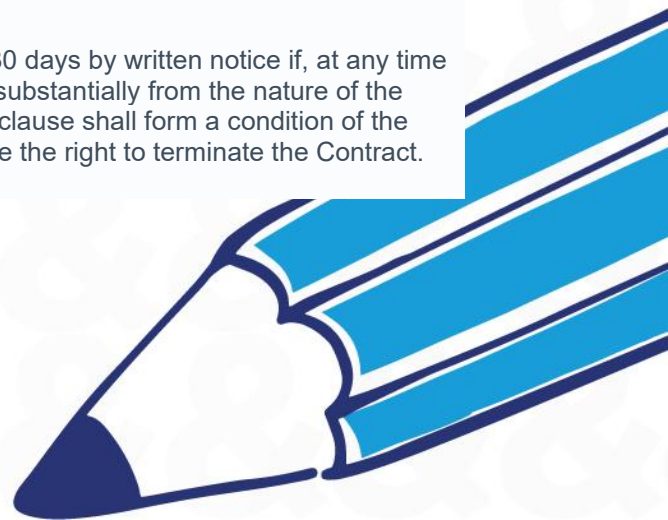
7.1 Time shall not be of the essence in the performance of any Services and the Provider shall not be liable for any loss, damage or expense arising from any delay in the performance of any Service or in the provision of such Services from whatever cause nor shall any such delay entitle the Client to repudiate the Contract

7.2 The Client warrants that it shall notify the Provider within 30 days by written notice if, at any time during the Contract, the nature of the Client's business alters substantially from the nature of the Client's business at the commencement of the Contract. This clause shall form a condition of the Contract, and if breached by the Client, the Provider shall have the right to terminate the Contract.



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8. LIABILITY

8.1 The liability of the Provider to the Client in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with the Contract shall be limited as follows:

8.1.1 the Provider shall have no liability for any consequential loss or damage suffered by the Client or any customer of the Client under or in connection with the Contract occasioned by any act or omission on the part of the Provider or any of its service providers, whether directly or indirectly, including but not limited to wasted time or expenditure, loss of profits, loss of agreements or contracts, use, revenue or goodwill;

8.1.2 the Provider shall have no liability in respect of any claim relating to the Services unless the Client gives the Provider written notice of the claim promptly and in any event within 15 days after the Client becomes aware (or should reasonably have become aware) of the circumstances giving rise to the claim and affords the Provider not less than 30 days following such notification in which to remedy the Services concerned; and

8.1.3 the Provider shall be discharged from all liability to which these terms apply unless proceedings are begun within 180 days after the Client became aware (or should reasonably have become aware) of the facts giving rise to such liability.

8.2 Subject to clause 6.5.3, in all matters affecting or disputes arising out of the Contract each party shall bear its own legal costs incurred, including all costs incurred prior to, during or at the conclusion of any legal proceedings.

8.3 The Client understands and accepts that while every effort is made to ensure the Provider's sales staff are conversant with all aspects of the Service, they are neither qualified nor in a position to provide the Client with advice on subjects covered by the Service or Services. The Provider is not responsible for any advice given by sales staff. Any representations from sales staff made prior to, during or after the provision of the Service or Services do not form part of the Contract and the Provider does not accept liability for any such representation made or relied upon by the Client

8.4 Nothing in this Contract shall limit or exclude the Provider's liability for:

8.4.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

8.4.2 fraud or fraudulent misrepresentation;

8.4.3 breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be excluded by law

8.5 Subject to clause 8.4, the Provider's total liability to the Client, whether arising under or in connection with this Contract shall be limited to 100% of the Charges paid in the preceding 12 months and paid under the Contract

9. INTELLECTUAL PROPERTY

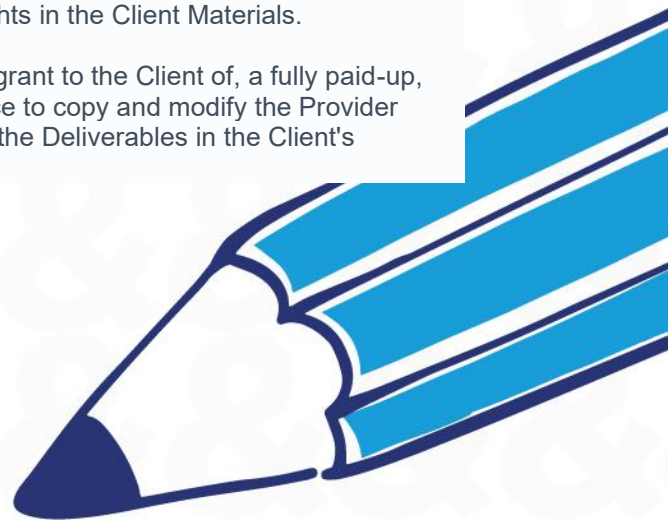
9.1 The Provider and its licensors shall retain ownership of all Provider IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.

9.2 The Provider grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Provider IPRs for the purpose of receiving and using the Services and the Deliverables in the Client's business during the term of the Contract.



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9.3 The Client grants the Provider a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Contract for the purpose of providing the Services to the Client in accordance with the Contract.

9.4 The Client shall not remove, modify or obscure any notice of the Provider IPRs or in relation to any third party Intellectual Property Rights on any of the Deliverables, or claim that the Provider IPRs are the Client's. The Client shall reproduce such notices on any copies of the Deliverables made by the Client in whole or in part, and the Client shall ensure that the Deliverables include any notices required by any licence terms in relation to any third party works as included in the products or notified by the Provider to the Client.

9.5 The Provider shall indemnify the Client in full against any sums awarded by a court against the Client arising out of or in connection with any claim brought against the Client for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by the Client.

9.6 The Client shall indemnify the Provider in full against any sums awarded by a court against the Provider arising out of or in connection with any claim brought against the Provider for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by the Provider.

10. TERMINATION

10.1 The Provider shall have the right to terminate the Contract within 14 days of the commencement of the Contract by written notice. If the Provider exercises its discretion under this clause the Provider shall reimburse to the Client all sums paid by the Client in relation to the Service or part-Service within 30 days

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1 the other party commits a material breach of any term of the Contract (which includes but is not limited to a failure by the Client to pay monies due) by the other party of any term of the Contract which is irremediable or which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;

10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

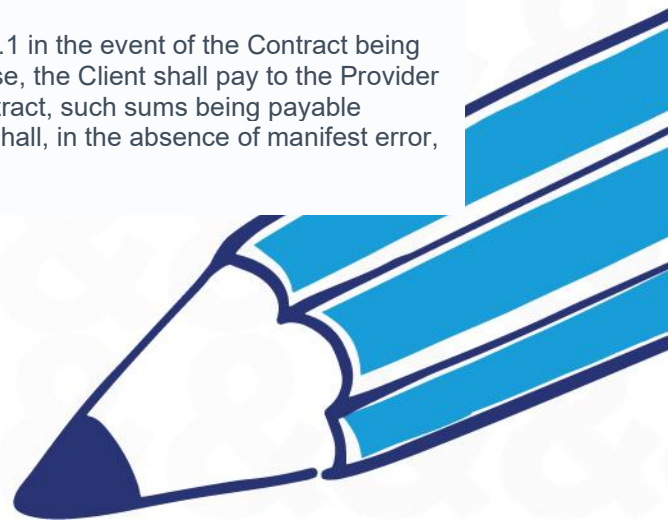
10.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 On termination of the Contract for whatever reason: 10.3.1 in the event of the Contract being terminated whether by notice, breach by the Client or otherwise, the Client shall pay to the Provider all sums due up until the expiry of the current term of the Contract, such sums being payable immediately. The statement of the Provider as to such sums shall, in the absence of manifest error, be conclusive.



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10.3.2 any provision of the Contract that expressly or by implication is intended to come into to continue in force on or after termination or expiry of the Contract shall remain in full force and effect;

10.3.3 any right or remedy to which the Provider is or may become entitled to under the Contract or in consequence of the Client's breach of a term, whether a condition or warranty, may be enforced from time to time separately or concurrently with any right or remedy given by the Contract or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative; and

11. FORCE MAJEURE

11.1 The Provider shall not be liable for any delay or other failure to perform any Services or any of its obligations under the Contract if such delay or failure is by reason of any cause whatsoever beyond its reasonable control and the time for performance shall be extended by the period of any such delay.

12. ASSIGNMENT AND OTHER DEALINGS

12.1 The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Provider's prior written consent.

12.2 The Provider may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 10.3. For the purposes of this clause 10.3, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

13.2 Each party may disclose the other party's confidential information:

- 13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. NON-POACHING

14.1 During the Term, and for a period of 24 months after termination neither party shall hire the other party's employees without the consent of the other party.

15. RIGHTS OF THIRD PARTIES



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15.1 No person other than the Provider, any person, business or company to whom the Provider assigns the Contract and the Client shall have any enforceable rights under or in connection with the Contract.

16. ENTIRE CONTRACT

16.1 The Contract contains all the terms upon which the parties have agreed in relation to its subject matter and supersedes all previous oral or written communications between the parties. The Provider does not authorise the giving of representations that conflict with the aforesaid terms, on its behalf by any person unless confirmed in writing and signed by a Director.

16.2 The Client accepts that it has not been induced to enter into the Contract by or in reliance upon any statement or representation made by the Provider or its agents, servants, or representatives nor that any such term operates to form a condition, warranty or a term of the Contract.

16.3 Both parties acknowledge that the Contract contains the whole agreement between the parties and that neither party has relied upon any oral or other written representation made to it by the other party, its employees or agents and that each party has made its own independent investigation into all matters relevant to the Contract.

16.4 No failure or delay in exercising any of the Provider's rights under the Contract shall constitute a waiver of the same or of any other of its rights and shall not entitle the Client to treat the Contract as having been repudiated.

17. NOTICES

17.1 Notices shall be in writing ('written notice') and shall be sent either by first class post (tracked and signed as evidence) to the receiving party at its business address as last notified in writing to the other party or by email to accounts@thorntonandlowe.com with the Subject line clearly noting 'Termination Notice'.

18. LAW AND JURISDICTION

18.1 The law applicable to the Contract shall be the law of England and Wales in every particular, including the formation and interpretation and the Contract shall be deemed to have been made in England.

18.2 The parties agree to the exclusive jurisdiction of the English courts in all matters affecting or disputes arising out of the Contract.

19. WAIVER

19.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. VARIATION

20.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. INVALIDITY AND SEVERABILITY

21.1 The various provisions and sub-provisions of the Contract are severable and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of



competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof in the Contract.

21.2 The parties shall amend any such provision or sub-provision or identifiable part thereof, held to be invalid or unenforceable, as referred to in clause 16.1 in such reasonable manner as achieves the business intention of the parties without illegality or the Provider shall have the right, at its discretion, to sever any such provision or sub-provision or identifiable part thereof from the Contract.

22. GENERAL

22.1 Both parties shall comply with all obligations under GDPR and Data Protection laws and the Client shall ensure that it has obtained all permissions and consents required for the Provider to process any data as required to provide the Services. The Provider shall keep Client information as long as they continue to have consent. Client information is stored in our library systems which are secure and hosted within the European Union and, or the USA where it is certified to the EU-US Privacy Shield (which requires effective safeguards for your information).

22.2 Our professional indemnity insurers are Markel International Insurance Company Limited and we are a company limited by shares.

