

TERMS AND CONDITIONS OF BUSINESS

Howbeck Healthcare Ltd

1. ABOUT US

These Terms and Conditions (“Terms”) apply to all services provided by Howbeck Healthcare Ltd, a company incorporated in England and Wales (Company Number 09594734) whose registered office is at 31 Wellington Road, Nantwich, Cheshire, England, CW5 7ED (“the Company”, “we”, “us”, “our”).

The client engaging the Company is referred to as the “Client”, “you”, or “your”.

2. DEFINITIONS AND INTERPRETATION

- **“Services”**: The consultancy services agreed in writing, including any proposal, quotation, or statement of work (“SOW”).
- **“Deliverables”**: Any reports, documents, recommendations, or materials produced as part of the Services.
- **“Fees”**: The charges payable for the Services.
- **“Confidential Information”**: Information disclosed by one party to the other that is confidential by nature or marked as confidential.

These Terms take precedence over any client purchase order or standard terms unless expressly agreed in writing.

3. SCOPE OF SERVICES

3.1 As a company, we will provide the Services as an independent contractor, not as an employee, agent, or partner of the Client.

3.2 The Services are limited to the scope expressly agreed in writing. Any variation must be agreed in writing and may result in additional Fees.

3.3 Advice is provided based on information available at the time and is not a guarantee of outcomes.

4. COMPANY RESPONSIBILITIES

As a company we shall:

- Perform the Services with reasonable skill, care, and diligence
- Use appropriately qualified personnel
- Comply with applicable UK laws and regulations
- Use reasonable endeavours to meet agreed timescales

5. CLIENT RESPONSIBILITIES

As our client, you shall:

- Provide accurate, complete, and timely information
- Ensure access to personnel, systems, and premises as required
- Make decisions and approvals promptly
- Ensure instructions are lawful and compliant
- Pay all Fees in accordance with these Terms

As a company, we shall not be liable for delays or failures resulting from your omissions or inaccuracies.

6. DELIVERABLES AND RELIANCE

6.1 Deliverables are provided solely for your internal business purposes as our client.

6.2 No third party may rely on any Deliverable without our prior written consent.

6.3 Deliverables are deemed accepted unless you notify us in writing of material defects within 14 days of delivery.

7. CHARGES AND PAYMENT

7.1 Invoices will be submitted in respect of the Services undertaken comprising our fees, pre agreed out-of-pocket expenses and any charges of specialists, subcontractors and advisers, plus applicable taxes including VAT (together our “Fees”). Our Charges will be in accordance with the arrangements set out in the Quotation / Contract Document.

7.2 Unless otherwise specified in the Quotation / Contract Document, we will invoice our Fees monthly in arrears and we will issue a final invoice to you on completion of the Services. These invoices are due for settlement within 15 days of receipt (“Due Date”). You agree that we are entitled to charge you interest on overdue invoices at 4% over the prevailing Bank of England base rate.

7.3 We will have the right to suspend the provision of Services or any part if payment is not received by the Due Date. If you dispute any portion of an invoice, you shall notify us within 7 days of receipt of the disputed invoice and pay the undisputed portion of that invoice by the Due Date.

7.4 We will be entitled to receive all Fees incurred up to the date of termination of this Contract for any reason.

8. EXPENSES

8.1 Reasonable, pre-approved expenses incurred in delivering the Services shall be reimbursed by you.

9. WARRANTIES

9.1 Howbeck Healthcare warrants that:

- We have authority to provide the Services
- The Services will be performed with reasonable skill and care

9.2 Except as expressly stated, all warranties are excluded to the fullest extent permitted by law.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability which cannot be excluded under law

10.2 Subject to clause 10.1, the Company's total aggregate liability arising out of or in connection with the Services shall be limited to the total Fees paid in the 12 months preceding the claim.

10.3 The Company shall not be liable for:

- Loss of profits or revenue
- Loss of business or opportunity
- Loss of anticipated savings
- Loss of data
- Indirect or consequential loss

11. PROFESSIONAL INDEMNITY INSURANCE

We maintain professional indemnity insurance with a reputable UK insurer at a level appropriate to our business and the Services provided.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Each party retains ownership of its pre-existing intellectual property.

12.2 Upon full payment of Fees, you are granted a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables for internal business purposes only as permitted by this Contract.

12.3 As a company, we retain ownership of:

- Ideas and Concepts
- Techniques, Data, Templates and Software
- Methodologies
- Frameworks
- Processes and Know-how
- Tools and templates

Notwithstanding the delivery of any Deliverables, we own and retain ownership of all intellectual and other proprietary rights of any kind in the Materials (including any improvements or knowledge developed while performing the Services), the Deliverables and in all other reports, materials, documentation, software and any working papers compiled in connection with the Services (but not your Confidential Information reflected in them).

Each party agrees that we will not use the other's name, trademarks, service marks, logos, trade names and / or branding without the other party's prior written consent.

13. CONFIDENTIALITY

13.1 Each party shall keep Confidential Information (whether in writing or orally) confidential and shall not disclose it except as required by law, including this Contract.

13.2 This obligation continues for five (5) years after termination.

We each undertake to:

- (i) keep it confidential;
- (ii) use it only in connection with providing and receiving the Services; and
- (iii) not to disclose it to any other person without the other's prior written consent.

We each will be entitled to disclose Confidential Information to our legal advisors, to protect our own legitimate interests and to comply with any legal, professional or regulatory requirement.

You agree to reimburse any costs we may incur in complying with any such disclosure requirement relating to any of our Services to you imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against us, provided that we notify you promptly and, where reasonably or legally possible, prior to disclosure.

You agree that we may share Confidential Information with any subcontractors we use to provide the Services (or more generally to support our office administration) on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract.

14. DATA PROTECTION (UK GDPR)

We each agree that in respect of the performance of our respective obligations under this Contract we will comply with all applicable requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation

- (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as
- (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) (the “Data Protection Legislation”).

The terms ‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the Data Protection Legislation. The term ‘client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing the Services pursuant to this Contract.

The term ‘Howbeck Healthcare personal data’ means any personal data provided to you by us, or on our behalf, for the purpose of procuring or receiving the Services.

We shall each be considered an independent data controller in relation to the client personal data and the Howbeck Healthcare personal data. We will each process the respective client personal data or Howbeck Healthcare personal data as controller based on the terms of this Contract.

Without prejudice to the generality of the clause above, you shall only disclose client personal data to us and we shall only disclose Howbeck Healthcare personal data to you where we each have:

- (i) provided the necessary information to the relevant data subjects regarding its use;
- (ii) a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and
- (iii) complied with the necessary requirements under the Data Protection Legislation to permit transfer to the other. We each agree to indemnify the other in relation to

any loss arising in respect of any failure to provide the necessary information to the relevant data subjects in relation to (i) to (iii) above.

We shall only process the client personal data for the purposes of

- (i) providing the Services and performing any other obligations under this Contract;
- (ii) complying with our legal or regulatory obligations;
- (iii) if you have authorised it, providing you electronically or otherwise with information about us and our range of services, (such as events/seminars we are holding, or publications or newsletters, which we believe may be of interest), and
- (iv) our legitimate interests (e.g. administering, managing and developing our business and services including maintaining and using our general administrative or client relationship management systems, incorporating our IT systems and quality and risk management reviews), where those interests are not overridden by the data subjects' own privacy rights.

You shall only process the Howbeck Healthcare personal data for the purposes of

- (i) procuring the Services;
- (ii) receiving the Services and
- (iii) complying with your legal or regulatory obligations.

We shall each maintain commercially reasonable and appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of (i) the client personal data and against accidental loss or destruction of, or damage to, the client personal data in our case; and

(ii) the Howbeck Healthcare personal data and against accidental loss or destruction of, or damage to, the Howbeck Healthcare personal data in your case.

Neither party shall, without the prior written consent of the other, transfer any personal data of the other outside the United Kingdom or to an international organisation. Where consent is so granted by a party, the other party shall ensure that any such transfer is effected by way of appropriate safeguards permitted under and in compliance with the Data Protection Legislation.

Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the Data Protection Legislation in respect of the Services in accordance with this Contract.

15. CONFLICTS OF INTEREST

As a company, we shall use reasonable efforts to avoid conflicts of interest and shall notify you as the client if a conflict arises. Due to the many different services provided to clients we cannot be certain that we will identify promptly all situations where there may be a conflict with your interests. We therefore ask that you notify us promptly of any potential conflict affecting this Contract of which you are aware of, or become aware of.

16. ANTI-BRIBERY AND MODERN SLAVERY

Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and maintain appropriate policies.

17. NON-SOLICITATION

As the client, you shall not solicit or employ any employee or contractor of our Company during the engagement and for 12 months thereafter without written consent (except where an individual responds to a general public recruitment campaign).

In addition, you shall not use the services of any such personnel (either directly or via a third party) for a period of 6 months from the date that the individual ceases to be permanently involved with the Services.

18. PUBLICITY

As a company, we may refer to you as a customer in marketing materials unless you notify us in writing otherwise.

We will seek consent prior to sharing any feedback or testimonial information in the public domain.

19. FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, save that your obligations to pay Fees on the Due Date shall not be so affected.

In the event of any such events or circumstances affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other.

20. TERMINATION

20.1 Either party may terminate this Contract by giving 30 days' written notice.

20.2 Either party may terminate immediately for material breach or insolvency.

20.3 On termination:

- All outstanding Fees become payable
- As the client, you shall pay for Services provided up to termination

21. ASSIGNMENT

Neither of us may assign or otherwise transfer these Terms without the prior written consent of Howbeck Healthcare, except that we may assign the benefit of this Contract to any successor to our business. Further, neither of us will directly nor indirectly agree to assign or transfer any claim against the other arising out of this Contract to any other person.

22. ENTIRE AGREEMENT

These Terms constitute the entire agreement and supersede all prior discussions.

23. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of **England and Wales**, and the courts of England and Wales have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaim) that may arise in connection with any aspect of the legal relationship established by this Contract or otherwise arising in connection with this Contract. We each submit irrevocably to the jurisdiction of the Courts of England and Wales.