

Ashton Court Group Limited

Standard Terms & Conditions

1. BASIS OF CONTRACT

- 1.1. Ashton Court Group contracts on the basis that the customer is bound by these conditions of sale. Where any inconsistency between these conditions of sale and any conditions or other terms that the customer seeks to impose, these conditions shall prevail, unless Ashton Court Group has specifically agreed otherwise in writing.

2. LIMITATION OF LIABILITY

- 2.1. Ashton Court Group will give the customer the benefit of any warranty it receives from its suppliers, but it shall not be liable for any claim or claims for any indirect or consequential damage or loss (including loss of profits) arising from any breach by it of its contract or any defect in the goods.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Except as specified otherwise by written agreement to vary the conditions of this Clause 3, the customer acknowledges that any and all Intellectual Property shall vest in and shall be the sole property of Ashton Court Group or other third party suppliers and the customer shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership by Ashton Court Group or other third party suppliers thereof.

4. CONFIDENTIALITY

- 4.1. Each of Ashton Court Group and The customer hereby undertakes to the other to:
 - 4.1.1. *keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement (the 'Information');*
- 4.2. The provisions of this clause 4 shall not apply to the whole or any part of the Information to the extent that it is:
 - 4.2.1. *trivial or obvious;*
 - 4.2.2. *already in the other's possession other than as a result of a breach of this clause; or*
 - 4.2.3. *in the public domain.*

5. TERMS AND CONDITIONS

- 5.1. All prices are exclusive of agreed, reasonable out-of-pocket expenses, such as travel, accommodation and subsistence expenses incurred by Ashton Court Group's representatives and/or staff in attending at the customer's premises or the premises of one of the customer's clients, for whatever reason, in the performance of the contract. Mileage shall be charged at 45p per mile. The customer shall reimburse any such reasonable travel and subsistence expenses provided that any request for reimbursement is in the form of a proper invoice.

- 5.2. All support charges and expenses shall be subject to Value Added Tax at the prevailing rate.
- 5.3. Unless otherwise agreed in writing, work carried out shall be invoiced at the end of the calendar month in which it is completed.
- 5.4. Invoices for services shall be settled within 30 days of the invoice date. Invoices for software shall be settled within 14 days of the invoice date. Invoices for training shall be settled prior to the commencement of the training.
- 5.5. Late payment of invoices
 - 5.5.1. *Ashton Court Group reserves the right to charge the customer interest in respect of late payment of any sums due under this Agreement (as well after as before judgement) at the rate of 2% above the base rate for the time being of Barclays Bank plc from the due date therefore until payment.*
 - 5.5.2. *If the customer is late paying any amount due under this Agreement, Ashton Court Group reserves the right to suspend any supplies and services until such time as the outstanding amount has been made good in full. Ashton Court Group shall not be liable for any delay to the fulfilment of contractual obligations caused by such a suspension*
 - 5.5.3. *Ashton Court Group and the customer expressly agree that until Ashton Court Group has been paid in full for all goods and services, such goods shall remain the property of Ashton Court Group. So long as the property in the goods remains in Ashton Court Group, Ashton Court Group shall have the right to take re-possession of the goods and for that purpose to go upon any premises of the customer.*
- 5.6. Ashton Court Group shall be entitled to suspend deliveries and services without notice if the customer has a receiver appointed, goes into liquidation, or being an individual commits an act of bankruptcy or has a receiving order made against him.
- 5.7. Delivery of software solutions
 - 5.7.1. *Ashton Court Group shall use all best endeavours to implement changes to software and present such changes for testing within a reasonable time frame.*
 - 5.7.2. *The customer accepts that in some cases faults may be due to circumstances outside Ashton Court Group's control and may take longer than normal to rectify, especially if third party suppliers are required to assist in locating and correcting issues.*
 - 5.7.3. *Where delays in the delivery or commissioning of software are due to issues over which Ashton Court Group has no control and when the software can reasonably be shown to work correctly and to function in accordance with the documented specification then the software shall be regarded as having been completed and payment will be due.*
 - 5.7.4. *For the avoidance of doubt time shall not be of the essence and in all cases the customer shall not hold Ashton Court Group liable for loss or damages incurred by the customer or incurred by the clients or partners of the customer as a result of any delay to the delivery of solutions to software faults or for the delivery of new software.*
 - 5.7.5. *Ashton Court Group maintains commercial relationships with a wide range of software vendors. Where commissioned to undertake consultancy projects Ashton Court Group will seek to provide fair and reasonable analysis.*
- 5.8. Co-operation
 - 5.8.1. *The customer shall provide Ashton Court Group with such information and co-operation as is reasonably required to assist Ashton Court Group to carry out its obligations under this Agreement.*
- 5.9. Records

5.9.1. Ashton Court Group shall during the currency of this Agreement maintain accurate and up-to-date records. The customer shall upon request be entitled to inspect relevant records.

6. TERMINATION

6.1. This Agreement may be terminated:

6.1.1. *forthwith by Ashton Court Group if The customer fails to pay any sum due hereunder within 14 days of the due date;*

6.1.2. *forthwith by either party if the other commits any material breach of any term of this Agreement (other than one falling within 6.1.1 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;*

6.1.3. *forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).*

6.2. Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7. FORCE MAJEURE

7.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

7.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

7.3. If a default due to an Event of Force Majeure shall continue for more than 10 weeks then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8. NOTICES

8.1. Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by facsimile or registered mail, properly posted

and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

8.1.1. The customer:

Person, position to be notified

Address to be notified

8.1.2. Ashton Court Group Ltd:

Mr Greg Wishart, Director

Thorpewood Management Centre, Blisworth Road, Courteenhall,

Northampton, NN7 2QB

or to such other address or facsimile number as may from time to time be designated by notice hereunder. Any such notice shall be in the English language and shall be considered to have been given on the first working day of actual delivery or sending by facsimile or in any other event within three (3) working days after it was posted in the manner hereinbefore provided.

9. WAIVER

9.1. The waiver by any party of a breach or default of any of the provisions of this Agreement by any other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of any party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by any other party.

10. SEVERABILITY

10.1. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

11. ASSIGNMENT

11.1. Neither party shall be entitled to assign this Agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other.

12. THIRD PARTY RIGHTS

12.1. No party who is not a party to this Agreement shall have the right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. LAW

13.1. The parties hereby agree that this Agreement and the provisions hereof shall be construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts for the resolution of any disputes hereunder.