
Quo Imus Ltd trading as Qi Consulting Terms of Business

Client:

Requirement:

Date:

Consultant:

The following terms of business apply to engagements accepted by Quo Imus Limited trading as Qi Consulting in relation to management and Information Technology consultancy assignments delivered under the G-Cloud Framework. All work carried out in relation to such engagements are subject to these terms except to the extent that changes are expressly agreed in writing.

1 Fees and invoicing arrangements

Unless agreement is reached to the contrary, our fees are based on the number and seniority of staff required, the degree of skill and responsibility involved and the resources required to complete the engagement. Our charges will be reviewed from time to time. We will also charge for any disbursements incurred during the engagement and we will add VAT to charges and disbursements if applicable. Any fee estimate we may provide is not an agreement to perform the services within a fixed time or for a fixed fee.

Where our charges are a fixed fee expressed to be calculated by reference to man days/hours, the man days/hours are average units used as an estimate of the work involved in the provision of the services. This does not necessarily prescribe the number of days/hours we will take to carry out the work.

Any fee budget agreed with you is necessarily based on the assumption that the information required for our work is made available in accordance with agreed timetables, and that key executives and personnel are available during the course of our work. If delays or other unanticipated problems which are beyond our control occur this may result in additional fees for which invoices will be raised on the above basis; we will advise you of delays as they occur and will estimate their effect.

We will submit invoices for services provided and disbursements incurred on an interim basis as the work progresses. Unless some other agreement is reached, invoices will normally be rendered monthly. Invoices are payable upon presentation.

2 Your obligations

In relation to all our work for you it is your responsibility to provide us with complete, accurate and timely information and to carry out any obligations ascribed to you. We will not be responsible for any consequences which may arise from any delay or failure by you to do so and these may also result in additional fees for which invoices will be raised.

3 Information and confidentiality

The reports, letters, information and advice we provide to you during this engagement are given in confidence. They are provided on the condition that you undertake not to disclose these or any other confidential information made available to you by us during the course of our work (other than within your own organisation, if applicable).

Where it is envisaged that reports, letters, information or advice given by us to you will be provided to or used by a third party, we reserve the right to stipulate terms regarding such provision or to require the third party to enter into a direct relationship with us. Unless otherwise agreed in writing, we recognise no responsibility whatsoever other than that owed to you as at the date on which our report or other advice is given to you.

The obligations and restrictions contained above do not apply to information:

- (i) which is or becomes public knowledge other than by a breach of this paragraph;
- (ii) which is or becomes known from other sources without restriction on disclosure; or
- (iii) which is required to be disclosed by any legal or professional obligation or by regulatory authority.

Where information which is or may be relevant to our work has been provided to people in the firm other than those individuals who are carrying out the firm's responsibilities for that work, you accept that knowledge of that information will not be imputed to those individuals.

4 Intellectual property rights

We retain all copyright and other intellectual property rights in everything developed either before or during the course of an engagement including systems, methodologies, software and know-how. We also retain all copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you although you will have the full right to use these materials within your own organisation. If you wish to make use of these materials outside your own organisation this will require our permission.

5 Client documents

If we are provided with custody of any documents belonging to you those documents will be retained during the course of our appointment (unless their return is requested), at the end of which they will be returned to you unless separate arrangements have been made.

We reserve the right, in appropriate circumstances, to exercise a lien over any documents belonging to you which may be in our possession.

6 File retention

It is our normal practice to retain documents relating to client engagements for six years after the end of the engagement. Thereafter, unless separate arrangements have been made, the documents or papers may be destroyed by us without reference to you.

7 Health and safety

We acknowledge our statutory responsibility to co-operate with your health and safety requirements, provided we are given notice of these. Whilst on your premises our partners and staff shall be afforded by you the same protection for health and safety purposes as is due to your employees. If we are required by you to enter the premises of a third party you will procure that the third party also affords such protection to our partners and staff as is due to its employees.

8 Limitation of liability

The liability of our company in respect of any breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be limited in total to **£1** million to cover claims of any sort whatsoever (including interest and costs) arising out of or in connection with this engagement. This provision shall have no application to any liability for death or personal injury, or any other liability for which exclusion or restriction is prohibited by law or to any liability arising as a result of fraud on our part.

9 Our staff

You undertake that during the course of this engagement and for a period of six months following its conclusion you will not:

- (a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of our professional staff with whom you have had dealings in connection with this engagement during the 12 months immediately prior to your approach;
- (b) employ any such person or engage them in any way to provide services to you. This undertaking shall not apply in respect of any member of our staff who responds to an advertisement placed by you or on your behalf without having been previously approached directly or indirectly by you.

10 Force majeure

Subject to section 2 above, neither we nor you shall be liable in any way for failure in performing our obligations under this agreement if the failure is due to causes outside the reasonable control of the party in default.

11 Termination

Our services may be terminated on either side by notice in writing to the regular correspondence address of the other party marked for the attention of the appropriate partner or contact. In the event of termination, fees and expenses incurred to the date of termination are payable by you.

12 Severance of terms

In the event that any of these terms of business are held to be invalid, the remainder of the terms shall continue in full force and effect.

13 Governing law and jurisdiction

These terms of business shall be governed by and construed in accordance with the laws of **England and Wales** and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the **English** courts.

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, you may take the issue up with Mr. Stephen Innes at Stephen.Innes@qi-consulting.co.uk or 07720887226.

We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right and if you are still not satisfied, you may of course take matters up with our professional institute.

I accept the above Terms and Conditions in respect of the above referenced assignment.

Signature.....

Full Name:

Date.....

Signed on behalf of

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Signature...

Full Name: NICOLA INNES (DIRECTOR)

Date...26/01/2026.....

Signed on behalf of

Quo Imus Limited