

Veran Performance Limited

Standard terms and conditions

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1 Introduction

- 1.1 Terms – These terms apply to the services you have engaged us to provide under the attached engagement letter/Statement of Work / proposal. If anything in the terms is inconsistent with the engagement letter, the terms take precedence, unless the engagement letter specifically amends any of them.
- 1.2 Commencement – The agreement will start on the earlier of (i) the date of the engagement letter; and (ii) the commencement of the services.

2 Services

- 2.1 Services – We will perform the services described in the engagement letter with reasonable skill and care. You confirm that the scope is sufficient for your purpose. The services (including deliverables) are provided solely for you for the purpose set out in the engagement letter or the relevant deliverable.
- 2.2 Deliverables – You may not disclose a deliverable or make the benefit of the services available to anyone else or refer to the contents of a deliverable or the findings of our work, except (i) as stated in the engagement letter, (ii) with our prior written consent on terms to be agreed, (iii) where required by law or regulation, or (iv) to your lawyers or group members as long as you tell them, in advance, that we accept no liability to them and that no onward disclosure may be made.
- 2.3 Liability to you alone – We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.

- 2.4 Changes – Either we or you may request a change to the services or the agreement. A change will be effective only when agreed in writing.
- 2.5 Oral advice and draft deliverables – You may rely only on our final written deliverables and not on oral advice or draft deliverables. If you wish to rely on something we have said to you, please let us know so that we may prepare a written deliverable on which you can rely.

3 Your responsibilities

- 3.1 Information – In order for us to advise you properly you will make sure that (i) any information given to us by you, or anyone else working with or for you, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the services.
- 3.2 Your obligations – Our performance depends on you performing your obligations under the agreement. We are not liable for any loss arising from you not fulfilling your obligations.

4 Fees

- 4.1 Payment for services – You agree to pay us for our services. Any estimate we may give you is not binding.
- 4.2 Basis of fees – Our fees may reflect not only time spent, but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research together with the level of skills and expertise required of the personnel needed to perform and review the services. Our fees may include any time spent travelling for the purpose of the services that cannot be used productively for other purposes.
- 4.3 Invoicing – Invoices will be sent at the end of the month in which costs have been incurred. These will be accompanied by timesheets for each billable resource if required.
- 4.4 Payment terms – our standard payment terms are 30 days from date of invoice. If you do not pay an invoice within 30 days of the date of the invoice, we may charge you interest at the rate of 5% per annum.
- 4.5 Taxes – You will also pay any taxes, including VAT, that are due in relation to our goods and services. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make.
- 4.6 Weekend working and Bank Holidays. Where required for specific and urgent client activities, Veran resources may be available to work and their time will be billed as a standard billing day. This includes any non-standard working days required to use for travel to a client location.

5 Expenses

- 5.1 You will pay any reasonable expenses that we incur in connection with the services as set out in our contract / Statement of Work / Engagement Letter.

6 Health & Safety

- 6.1 You will ensure that any resource provided by Veran and working at any of your locations, is provided with adequate Health & Safety induction, equipment and facilities.
- 6.2 The 'working day' and 'resource day' means 9am to 5.30pm Monday to Friday exclusive of one hour for lunch.
- 6.3 Overtime required from Veran resources needs to be agreed with the Veran Project Manager.

7 Veran firms and subcontractors

- 7.1 Subcontractors – Where we use other Veran firms (each of which is a separate and independent legal entity) or subcontractors to provide the services. We remain solely responsible for the services.
- 7.2 Restriction on claims – You agree not to bring any claim (including one in negligence) against another Veran firm (or its partners, members, directors or employees) or our subcontractors in connection with the services.
- 7.3 Group members – You will ensure that no group member, including your subsidiaries, associated companies and any holding company (unless a party to the agreement), both while they are a group member and thereafter, brings any claim against any Veran firm (or its partners, members, directors or employees) or our subcontractors in respect of any liability relating to the services or the agreement.

8 Non-poach

- 8.1 You agree that for a period of two (2) years following end of any formal engagement, you will not employ, nor approach with a view to employing, either on a contract or permanent basis any resource provided or offered by Veran and will pay any reasonable loss of revenue to Veran should this term be breached.

9 Confidentiality

- 9.1 Confidential information – We and you agree to use the other's confidential information only in relation to the services, and not to disclose it, except where required by law or regulation or by a professional body of which we are a member. However, we may give confidential information to other Veran firms or relevant subcontractors as long as they are bound by confidentiality obligations, and to your advisers who are involved in this matter.
- 9.2 Referring to you and the services – We may wish to refer to you and the services we have performed for you when marketing our services. You agree that we may do so, as long as we do not disclose your confidential information.
- 9.3 Performing services for others – You agree that we may perform services for your competitors or other parties whose interests may conflict with yours, as long as we do not disclose your confidential information and we comply with our ethical obligations.

10 Intellectual property rights

We will own the intellectual property rights in the deliverables and any materials created under the agreement, and you will have a non-exclusive, non-transferable licence to use the deliverables for your own internal purposes.

11 Liability

- 11.1 Specific types of loss – You agree that we will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.
- 11.2 Our liability – You agree that our total liability (including interest) for all claims connected with the services or the agreement (including but not limited to negligence) is limited to 3 times the fees payable for the services (excluding VAT) or £1,000,000, whichever is the greater.

- 11.3 Sharing of limit – Where we agree in writing to accept liability to more than one party, the limit on our liability in clause 11.2 will be shared between them, and it is up to those parties how they share it.
- 11.4 Unlimited liability – Nothing in the agreement will limit a person's liability for (i) death or personal injury caused by that person's negligence, (ii) that person's fraud or (iii) anything else that cannot by law be limited.
- 11.5 No claims against individuals – You agree to bring any claim (including one in negligence) in connection with the services only against us, and not against any individual.

12 Materials

- 12.1 Policy – We may retain copies of all materials relevant to the services, including any materials given to us by you or on your behalf.
- 12.2 Release – We do not release materials which belong to us (including our working papers) unless we have specifically agreed to do so. We may require a release letter from the recipient as a condition of disclosure.

13 Termination

- 13.1 Immediate notice – Either we or you may end the agreement immediately by giving written notice to the other if (i) the other materially breaches it and does not remedy the breach within 14 days, (ii) the other is or appears likely to be unable to pay its debts or becomes insolvent or (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement.
- 13.2 30 days' notice – Either we or you may end the agreement on 30 days' written notice. Fees payable on termination – You agree to pay us for all services we perform up to the date of termination. Where there is a fixed fee for services, you agree to pay us for the services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the engagement letter. Veran reserve the right to exercise this clause where there are repeated instances of 3rd party harassment against our employees.

14 Dispute resolution

- 14.1 Mediation – If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.
- 14.2 Law and jurisdiction – The agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by English law and be subject to the exclusive jurisdiction of the English courts.
- 14.3 Limitation period – Any claims must be brought no later than 2 years after the date the claimant should have been aware of the potential claim and, in any event, no later than 4 years after any alleged breach.

15 General

- 15.1 Matters beyond reasonable control – No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.
- 15.2 Entire agreement – The agreement forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations or discussions. Subject to clause 11.4, no party is liable to any other party (whether for negligence or otherwise) for a representation that is not in the agreement.

- 15.3 Your actions – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.
- 15.4 Assignment – No party may assign, transfer or deal with their rights or obligations under the agreement without prior written consent, but we may novate the agreement to a transferee of all or part of our business. This novation will take effect on written notice from us so that (i) the transferee will be substituted for us with effect from the date specified in the notice and we will no longer have any rights and obligations under the agreement except in respect of work performed prior to that date and (ii) the combined aggregated liability of us and the transferee will not exceed the limit of our liability before the novation took place.
- 15.5 Quality of service – If you are not satisfied with the services, or have suggestions for improvement, please contact either your engagement leader or Helen Thiel, the board member responsible for quality, who is contactable at our registered office. We will look carefully and promptly at any complaint.
- 15.6 Survival – Any clause that is meant to continue to apply after termination of the agreement will do so.

16 Interpretation

- 16.1 In the agreement the following words and expressions have the meanings given to them below:
 - we, us or our – refers to Veran Performance Limited, a limited liability company incorporated in England (number 8000897) whose registered office is at 17 Manor Road. East Molesey. Surrey. KT8 9JU
 - you, your – the party or parties to the agreement (excluding us)

*For further information, please contact Helen Thiel, Director of Veran Performance Ltd.
helen@veranperformance.com
Telephone: 0044 (0)7770 901040*