

## **Contract Clarity** **Terms and Conditions of Service**

*We are looking forward to being able to work with you to develop your 'contract clarity' and to focus on the detail that matters. We are therefore setting out below the terms upon which we provide our services to our clients. As you might expect, these terms are neither long nor complicated! However, they are important. Accordingly, please read them carefully. Your acceptance of our quote will also confirm your acceptance of these terms and conditions. So, if there is anything which you need further clarification of, please just give us a call straight away and we will be happy to discuss it with you.*

*Thank You.*

1. In the remainder of these Terms and Conditions:
  - The terms 'We', 'Us' and 'Our' are used when referring to Annesley Business Consulting Ltd, which trades as Contract Clarity, and whose registered office is at 17 Tongue Way, Ruddington, Nottingham NG11 6BA;
  - The terms 'You' and 'Your' are used when referring to you, the person or organisation We have offered to provide consultancy services to;
  - 'Quote' means the quotation which We sent to You in writing or by email, and incorporates any changes to that quotation which both You and We have subsequently agreed to in writing or by email.
  - 'Services' means those services which We have offered to provide to You, as detailed in the Quote.
  - 'Fees' means the fees detailed in the Quote, together with any additional fees payable to Us by You as set out below.
2. If You accept the Quote (which will only be open for acceptance for 30 days from the date We send it to You, unless We otherwise agree), We will provide the Services to You exclusively in accordance with the provisions of the Quote and these Terms and Conditions. By accepting the Quote, You therefore agree that these Terms and Conditions will take precedence over any other terms and conditions mentioned on any purchase order or other communication You send Us.
3. We will of course use Our all reasonable skill and care in providing the Services, and will also use Our reasonable endeavours to meet any deadlines for their provision which We agree with You in writing. However, We can only do this with Your help. You therefore agree to advise Us at the earliest opportunity if any aspect of the Services is or becomes time-critical, and to provide Us with all the co-operation, assistance and accurate information and data We need in order to provide the Services effectively.
4. Unfortunately, email is not an entirely safe form of communication - information can be corrupted or lost, and can sometimes be accessed by unauthorized individuals. We take commercially

reasonable precautions to avoid any loss or corruption of Your data but cannot guarantee that any document We send to You will be free from viruses or other malicious code. Please therefore virus-check all documents before opening them and advise Us in writing if You would prefer Us **not** to communicate with You, or send documents to You, via email.

5. In the course of providing the Services, We will endeavor to ensure that You understand the potential implications of any documentation We draft or review for You, and that You have considered all reasonably probable eventualities which should be taken into consideration when determining its content. However, We can only work within the limitations of the information given to Us by You regarding Your operations, systems and requirements. Also, We are a business consultancy not a legal consultancy. Accordingly, You are advised to ensure that any commercially significant documentation is checked by a suitably experienced solicitor or patent attorney.
6. We carry professional liability insurance and are happy to provide You with details of this upon request. To the extent permitted by English law, however, You agree that Our liability for negligence and breach of contract is limited to a sum equivalent to the Fees.
7. We will not, without Your prior written consent, disclose to any third party any commercially sensitive information which We receive about Your business activities as a result of providing the Services. Neither will We use such information for any purposes other than providing the Services. If requested, We will be happy to sign a separate Confidentiality Agreement with You.
8. Unless stage payments have been agreed, the Fees will be invoiced upon completion of the Services and in all cases, payment will become due and payable 14 days from the date of each invoice. In the event of any delay in payment, We will be entitled to withhold providing any remaining Services to You (without penalty) until such time as payment is made. Interest at 8% above the then current Bank of England base lending rate will also accrue on any unpaid Fees from the date when the relevant invoice becomes due until the date of payment.
9. If We have to spend more time carrying out the Services than We expected when We issued the Quote due to You either (a) requesting Us to carry out additional Work, or (b) failing to comply – either on time or at all – with Your obligations under these Terms and Conditions, then We will invoice You for (and You agree to pay for,) such additional time at Our standard hourly rate.
10. Ownership of, and copyright in all documentation provided to You in the course of providing the Services shall remain with Us. However, upon payment of the Fees, We will grant You a perpetual, transferable, royalty-free, non-exclusive licence to use that documentation for all Your normal business purposes. In the event of any failure to pay the Fees, however, You agree to return all such documentation to Us upon request, retaining no copies of any of it in either paper or digital form.
11. If on any occasion We either don't enforce, or delay in enforcing, any right We have under these Terms and Conditions, that will not prevent Us from enforcing either the same or any other right upon any other occasion.

Both You and We agree that these Terms and Conditions are intended to be interpreted in accordance with English Law and that in the unlikely event of any dispute, the English Courts