



# STANDARD TERMS & CONDITIONS

**RISK DOCTOR & PARTNERS**

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## RISK DOCTOR LIMITED

These Standard Terms and Conditions are between Risk Doctor Limited of 3 Lower Heyshott, Petersfield, Hampshire GU31 4PZ, UK (hereinafter referred to as "the Company") and the individual, firm, company or partnership (hereinafter referred to as "the Client") for whom the Company is engaged to provide a programme of work agreed between the Client and the Company ("the Services").

Unless otherwise previously agreed by the Company in writing, the acceptance of the Company's proposal for the Services will be deemed to be acceptance by the Client of these Standard Terms and Conditions.

1. In these Standard Terms and Conditions the following terms shall have the meanings ascribed to them:

(1) "Conditions" shall mean these Standard Terms and Conditions.

(2) "Client" shall mean the party to whom the Company addresses its quotations and contracts to supply the Services.

(3) "Contract" shall mean any contract between the Company and the Client and shall consist of these Conditions, the Company document which offers to undertake a programme of work and calls up these Conditions, and such other documentation as may be called up or referred to therein and stated as forming a part thereof.

(4) "Services" shall mean a programme of work offered by the Company and accepted by the Client subject to the Contract.

2. All quotations made and contracts entered into by the Company are subject to these Conditions and no additions thereto or alteration or relaxation thereof shall apply unless agreed in writing by the Company in accordance with Clause 19.

3. All confidential information and trade or professional secrets disclosed to the Company by the Client in performance of the Services will be regarded as having been disclosed in confidence and will not be passed on by the Company or utilised otherwise than in connection with the affairs of the Client, save that the Company shall have no such obligation in respect of information which is in or comes into the public domain otherwise than by breach of the Company, and/or which was in the Company's possession prior to disclosure, and/or was or is received by the Company from a third party with right to disclose free of restrictions.

4. (1) The Client shall at all times both during the period of the Contract with the Company and thereafter keep confidential all intellectual information, techniques, processes, systems and programs so supplied or communicated to it by the Company in performance of the Services and not show or disclose the same to any person except the officers or employees of the Client whose duties cannot be fulfilled without such disclosure, and the Client will procure and ensure that its officers and employees to whom the same is disclosed shall keep it confidential both during and after their employment with the Client unless and until such may come within the public domain otherwise than by breach of this provision.

(2) All intellectual information, techniques, processes, systems and programs devised by the Company and supplied or communicated to the Client in performance of the Services shall be and remain the property of the Company; the Client shall, however, have a non-exclusive, non-transferable right and licence to use the same for its own internal purposes so far as may be necessary for the

purpose of and in conjunction with undertaking the business of the Client.

(3) Nothing in the Contract between the Company and the Client shall prohibit or preclude the Company from using or developing materials which are similar to those developed for the Client in performance of the Services, but the Company shall not copy or use any original material which the Client has supplied or has been developed exclusively for the Client in the execution of the Services.

5. The Client shall use all reasonable endeavours to co-operate and assist the Company in a timely manner to such extent as the Company may reasonably require in order to perform the Services in fulfilment of the Contract entered into between the Company and the Client.

6. Neither the Company nor the Client shall assign the Contract, or part of, between the Company and the Client without the prior written consent of the other party, save that the Company shall be free at any time to sub-contract, sub-let or otherwise deal with any part or parts thereof.

7. The Company shall use all reasonable endeavours to adhere to any timetables or schedules agreed with the Client. Time shall not be of the essence of the Contract and the Company shall not be liable in any manner whatsoever for failure to complete the Contract or any part of the Contract within the time quoted unless the Contract is subject to a penalty/incentive clause agreed in writing between the parties and included in the Contract at the time it was entered into.

8. (1) The Company warrants that the standard of work provided by the Company in performing the Services to meet the Contract shall be that normally found in the industry for that type of work.

(2) The Company shall not be in breach of its obligations hereunder nor be liable for any loss or damage of any nature whatsoever suffered by the Client arising from:

(a) any act or omission on the part of the Client, its servants or agents;

(b) the incorrectness or incompleteness of any data, information or facilities supplied to the Company by the Client, its servants or agents;

(c) any cause beyond the reasonable control of the Company, including but not limited to accidents, strikes, lockouts, fire, acts of third parties and other circumstances of force majeure and/or otherwise outside its reasonable control.

(3) In the event of any of the matters referred to in sub-clause 8.2 (a) or (b) occurring the Company will inform the Client of any additional cost which will be incurred thereby and of any extended time of completion which will be required and, unless requested otherwise by the Client, will make any necessary corrections and render an invoice thereof, and the time of completion shall be extended by the Company's estimated extended time for completion.

(4) The Client may from time to time request, and the Company may from time to time recommend, changes to the Services to be provided under the Contract. Until such time as a change is formally agreed the Company will unless otherwise agreed in writing continue with the work as if the change concerned had not been requested or suggested. Any change must be agreed in accordance with Clause 19 to be effective.

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9. (1) Subject to Clause 8 hereof the Company's liability otherwise arising directly from contract, tort, negligence or otherwise shall, save in respect of liability for death or bodily injury resulting from negligence for which by law no limit applies, be limited in respect of any one event or series of connected events to the total charged to the Client by the Company and paid by the Client for the task or service which is the subject of the Contract concerned, and no payments in excess of such liability shall be recoverable by the Client.
- (2) Except as expressly provided in these Conditions no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of any service provided by the Company under the Contract with the Client is given or assumed by the Company and except as expressly provided in these Conditions all such warranties, conditions, undertakings and terms are hereby excluded.
- (3) Notwithstanding any other provision in the Contract, in no event shall the Company be liable to the Client for any incidental, special, indirect or consequential loss or damage of whatever nature, including but not limited to loss of use and/or loss of profits and/or loss of contract and/or loss or spoiling of data, howsoever caused, and whether occurring in contract, tort, negligence or otherwise.
- (4) The Contract entered into by the Company is subject to the express condition that none of its employees or agents accepts any liability or shall be liable (whether in contract, tort, negligence or otherwise) for any loss, damage or expense caused to the Client or to any third party as a result of anything contained in or omitted from advice given or work done by them, or the adoption of such advice.
10. The Client shall use all reasonable endeavours to ensure that no software programs, materials or other information supplied by it to the Company shall be such as to cause the Company, in carrying out the Client's requirements, to infringe any letters patent, registered design, trade mark, copyright and/or other intellectual property right or breach any confidential or contractual relationship and the Client undertakes to indemnify the Company against any and all claims, costs, damages, legal fees, court costs and expenses which the Company may incur directly or indirectly by reason of any infringement or alleged infringement or otherwise arising out of or in connection with the performance by the Company of the Contract with the Client.
11. Except as may be otherwise stated in writing by the Company to the Client in the Contract, payments shall be made by the Client within 30 days of date of invoice. In the event that any amount properly due to the Company is not paid within such period then the Company may, without prejudice to any other rights it may have either suspend all work for the Client pending payment or terminate the Contract concerned in writing, but without prejudice to any rights of the Company accrued to date. Further, the Company reserves the right to charge interest on any and all late payments and costs of recovery thereof.
12. The Client authorises the Company to use the Client's name as a reference.
13. If the Client is in breach of any of the terms of these Conditions or ceases trading or commits any act of bankruptcy or suffers any execution or distress to be levied on its goods, or, being a company, enters into liquidation whether compulsory or voluntary, save for the purpose of reconstruction or amalgamation whilst solvent, or shall have a receiver appointed of all or any of its assets then the Company will be entitled by notice in writing to terminate the Contract with the Client forthwith.
14. These Conditions shall insofar as they remain applicable continue to be binding on the parties notwithstanding the expiration of the period of the Contract.
15. The failure by either the Company or the Client at any time to enforce any provision of the Contract between them shall not affect that party's rights to later require complete performance by the other party thereto, nor shall any waiver of a breach of a provision be taken or held to affect either party's rights in the event of any subsequent or additional breach of the same or any other provision. Any waiver to be effective must be in writing and made in accordance with Clause 19 of these Conditions.
16. The Client will at all times discharge all statutory and common law duties which the Client may from time to time be subject to in respect of the safety, health and protection from injury of and property of the Consultant(s) during each and every occasion of residency in the provision of the services being performed, and the Client will at all times indemnify the Company and hold the Company indemnified against all claims, loss, damage, cost or expenses incurred by the Company or arising otherwise in connection with any breach of any such duty.
17. If any term, part or provision of the Contract (whether or not in these Conditions) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such term, part or provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remainder of the Contract shall remain in full force and effect and in no way be affected, impaired or invalidated.
18. The Contract of which these Conditions form a part constitutes the entire agreement between the parties as to the subject matter thereof and supersedes all previous communications, representations and agreements, whether written or oral, and the Client hereby acknowledges that no reliance is placed on any communications, representations or agreements not specifically referenced therein.
19. The Contract between the Company and the Client may only be amended by the written agreement of both parties.
20. The construction, validity and performance of the Contract shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
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