

THE WLP TERMS AND CONDITIONS FOR THE PROVISION OF ALL CONSULTANCY SERVICES

The Consultant is Anglia Business Growth Consultants Ltd, a private limited company registered in England and Wales Trading as WLP of Wayland House, High Street, Watton, Norfolk IP25 6AR

The Client and the Consultant agree these terms for the provision of the Consultant's services incorporating Schedules 1 to 3.

SCHEDULE 1

The Assignment and Terms of Reference

1. The Assignment and Terms of Reference are as described in the WLP Terms of Reference submitted to the Client in either paper or electronic format and signed as agreed by the Client or confirmed as agreed in an email.
2. The Assignment is confined to the work specified in the Terms of Reference ("the Work"). The time required to complete the Assignment, the measurement of its success and any conclusions or recommendations are opinions and estimates and do not constitute undertakings, warranties or contractual terms unless otherwise specifically agreed in writing.
3. The Assignment and Terms of Reference may only be varied by written agreement of the parties. Specific terms and conditions contained in the Terms of Reference for the Assignment will have precedence above those stated below.
- 4.

SCHEDULE 2

Charges, Payments and Expenses

1. Charges

1.1. Basis of Consultant's Remuneration:

1.1.1. Time Charging - Where charges are calculated on a time basis, the following time shall be included within the calculation in addition to any time which would otherwise be reasonably chargeable: preparation; travelling; research; drafting; writing and reviewing; projection management and administration.

1.1.2. Daily Rates - where charges are calculated on a per day basis this covers (unless otherwise agreed in writing) a maximum of eight hours and an additional charge may be raised if the Consultant is required to work additional hours.

2. Payment

2.1. Subject to any special terms agreed in the Terms of Reference, the Consultant will render invoices monthly in arrears which will be due for payment within 14 days of receipt by the Client.

3. Expenses

3.1. The following expenses will be re-charged to the Client where applicable: travelling expenses; car mileage at 45 pence per mile; accommodation and subsistence costs; postage and couriers; printing and photocopying, or any other cost incurred with any third party specifically in relation to the provision of the Services.

4. VAT

4.1. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

4.2. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition.

SCHEDULE 3

Particular Terms and Variations

1. Guarantor of the Client's Obligations

1.1. If there is a Guarantor, they shall be named in the Terms of Reference.

1.1.1. The Guarantor by its signature guarantees the obligations of the Client under this agreement and accepts that its guarantee shall not be discharged by any waiver or concession given by the Consultant to the Client.

2. Professional Indemnity Insurance

2.1. The Consultant shall have in place professional indemnity insurance covering the performance of the Services hereunder up to a maximum of £2,000,000 (Two million Pounds) for any one claim and £2,000,000 (Two million Pounds) in respect of all claims and shall maintain such cover during the period of this agreement and for a period of one year after expiry of this agreement.

3. Terms Deleted

3.1. The clauses that are to be deleted in Part two shall be stated in the Terms of Reference.

4. Additional Clauses

4.1. Any additional clauses required shall be stated in the Terms of Reference.

PART TWO:

1. Terms

- 1.1. These terms are referred to as the Terms and shall apply to the provision of the Services and any other contracts into which they are expressly incorporated.
- 1.2. Once incorporated, the Terms shall apply to the exclusion of all other terms and conditions including any terms which the Client may purport to apply under any confirmation of instruction or other document. The Terms shall continue to apply to all further services provided by the Consultant to the Client unless expressly excluded in writing.
- 1.3. In the Terms "this agreement" means the Terms together with the Terms of Reference as set out in Part One above.

2. Assignment and Terms of Reference

- 2.1. The Consultant agrees to carry out the Assignment in accordance with the Terms of Reference.
- 2.2. The Client agrees to cooperate with the Consultant and agrees to procure the cooperation of its employees and other persons engaged as contractors relevant to this assignment in the performance of the Services and to give such support, facilities and information as may be reasonably required to provide the Services.

3. Charges and Payments

- 3.1. The Client agrees to pay the charges and expenses in accordance with the provisions of the Terms of Reference.
- 3.2. All sums due from the Client which are not paid on the due date (without prejudice to the rights of the Consultant under the Terms) shall bear interest from day to day at the rate prescribed from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any replacement statute.
- 3.3. The Consultant may from time to time increase the hourly or daily rates (if applicable) referred to in the Terms of Reference by such amount as is reasonable subject to giving the Client not less than 7 days prior written notice and unless the Client objects to such increased rates within 7 days of such notice in writing the Services shall thereafter be provided at the increased rates. If the Client objects to the increased rates, the Client shall remain liable for the existing contractual rate payable in accordance with the Terms and in the event of failure to agree the increased rates the parties may either agree a different rate or at the option of either party terminate this agreement.
- 3.4. During any period in which payments from the Client are overdue, the obligations of the Consultant may be suspended.

4. Confidentiality

- 4.1. The Consultant undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to those permitted sub-contractors who have signed an appropriate undertaking or others where the Client has consented to the disclosure.
- 4.2. It also agrees to abide by the Institute of Consulting (IC) Code of Professional Conduct and Practice see: <http://www.iconsulting.org.uk/~media/Files/PDF/IC/Code-of-Conduct-and-Practice-Leaflet.pdf>

5. Sub-contracting

- 5.1. The Consultant shall obtain the agreement of the Client before sub-contracting any of the Consultant's obligations hereunder outside of WLP.
- 5.2. The Consultant shall have discretion as to which of its WLP consultants or employees are assigned to perform the Services but shall consult with the Client concerning any material changes.

6. Intellectual Property

- 6.1. The Consultant undertakes not to cause or permit anything which may damage or prejudice the Intellectual Property of the Client or the Client's title to it or assist or allow others to do so.

7. Liability and Insurance

- 7.1. The Consultant shall not be liable to the Client for loss or damage to the Client's property unless due to the negligence or other failure of the Consultant to perform its obligations under this agreement or the general law.
- 7.2. The Consultant shall have no liability to the Client for any indirect, special or consequential loss arising out of or in connection with the provision of the Services (except in respect of death or personal injury resulting from negligence) and the total liability of the Consultant for any other loss of the Client arising pursuant to this agreement in respect of any one event or series of connected events shall not exceed the amount of any indemnity cover arranged pursuant to clause 3 of Schedule 3 of the Terms or if no such cover has been arranged the aggregate charges payable by the Client in respect of the Services.

8. Termination for Breach

The following obligations are conditions of this agreement and any breach shall entitle the party not in breach to terminate this agreement by immediate written notice and the rights and liabilities of the parties shall then be determined in accordance with clause 9:

- 8.1. Failure by the Client to make punctual payment of all sums due to the Consultant pursuant to this agreement.
- 8.2. Failure by the Consultant to remedy any breach of its obligations hereunder within 28 days following written notice from the Client which refers to this clause, specifies the breach with full particulars and indicates how the breach is to be remedied.
- 8.3. The making of any composition or arrangement with creditors or the presentation of a petition for the liquidation or bankruptcy or administration of either party or the appointment of a receiver over any part of a party's assets.
- 8.4. Any serious or persistent breach by the Client of its obligations hereunder.
- 8.5. Any action by either party which harms the Intellectual Property Rights of the other party.

9. Termination and Consequences

In the event of this agreement being terminated whether by expiry, notice, breach or otherwise and without prejudice to any other remedy available to the Consultant the Client shall immediately pay to the Consultant:

- 9.1. Any sums due under the terms of this agreement.
- 9.2. In the event of termination by reason of sub-clauses 8.4 or 8.5, all further sums which would but for the termination of this agreement have been payable had the Work been completed less a discount for accelerated payment calculated at the rate of 5% per annum or any part thereof.

10. Recruitment of the Consultant's Staff

- 10.1. The Client undertakes that it (including for this purpose any subsidiary or associated company or any person connected with it will not directly or indirectly recruit as an employee or engage as an independent contractor any person employed or engaged by the Consultant in connection with the Services for a period of six months after such person last provided services to the Client.
- 10.2. In the event that the Client is in breach of the undertaking in sub-clause 10.1, the Client will pay liquidated damages equal to 33% of the annualised remuneration or other payment and any other benefits payable to the relevant individual by the Consultant during the year immediately prior to such individual ceasing to provide services to the Consultant.
- 10.3. The Consultant undertakes that it (including for this purpose any subsidiary or associated company or WLP consultant) will not (within a period of six months from the date of this agreement) directly or indirectly recruit as an employee or engage as an independent contractor any person employed by the Client during the period of this agreement.

11. Consultant's Outputs, Materials and Information

- 11.1. All Intellectual Property rights including copyright which is capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to this agreement by the Consultant shall be and remain the Consultant's property unless otherwise expressly agreed.
- 11.2. The Client undertakes to keep all materials, documents and information provided to it by the Consultant confidential and not to use them for any commercial purpose.
- 11.3. Any materials produced or supplied to the Client by the Consultant in which Intellectual Property Rights are capable of subsisting shall be licensed to the Client for use only in connection with the Work and such licence shall forthwith terminate if notice is given by the Consultant terminating this agreement pursuant to clause 8.

12. Consultant's References to Client

- 12.1. Subject to clause 4 (Confidentiality) the Consultant shall be entitled to refer to the Client and the provision of Services for any legitimate purpose in connection with the Consultant's business provided that prior to any published reference to the Client the Consultant shall give the Client an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the Client as proposed.

13. Force Majeure

- 13.1. The parties shall be released from their respective obligations in the event of national emergency, war, prohibited governmental regulation or any other cause beyond the reasonable control of the parties or either of them which renders the performance of this agreement impossible ("Force Majeure") for so long as Force Majeure shall apply.
- 13.2. If Force Majeure continues for more than 3 months this agreement shall determine and neither party shall have any further liability to the other other than with respect to any liabilities incurred prior to the commencement of Force Majeure.

14. Miscellaneous

14.1. Warranty

The parties warrant that they have the power to enter into this agreement and have obtained all necessary approvals.

14.2. Whole agreement

Each party acknowledges that this agreement represents the whole agreement between the parties and that neither party has relied upon any oral or written representations made by the other party or its employees or agents and has made its own independent investigations into all matters relevant to it.

14.3. Change of address

Each of the parties shall give notice to the other of any change of address at the earliest possible opportunity but in any event within 24 hours of such change.

14.4. Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement or in the case of a party not resident in the UK a UK address nominated for this purpose or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within 48 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail number of the addressee (with correct answer back).

14.5. Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

14.6. Plural, singular, gender and successors

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

14.7. Money Laundering etc.

Like every other organisation in our profession we are obliged to report any knowledge, suspicion or reasonable grounds for suspicion of Money Laundering etc to the NCIS (National Criminal Intelligence Service) regardless of whether the offence is committed by the client or a third party.

14.8. Proper law and jurisdiction

14.8.1. This agreement shall be governed by English Law.

14.8.2. Subject to the provisions of clause 14.7.3 any proceedings arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the English Courts.

14.8.3. The submission by the parties to such jurisdiction shall not limit the right of the Consultant to commence proceedings in any other jurisdiction it may consider appropriate.

14.8.4. Any notice of proceedings or other notices in connection with or which would give effect to such proceedings may without prejudice to any other method of service be served upon any party in accordance with clause 14.4.

14.8.5. In the event that the Client is resident outside England, its address for service in England shall be the address for such service nominated in this agreement and any time limits in any proceedings shall not be extended by virtue only of the overseas residence of the Client.

14.9. Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this agreement.

14.10. Status of Consultant

14.10.1. The Consultant is an independent contractor and not the employee of the Client.

14.10.2. The Consultant shall bear exclusive responsibility for the payment of all Income Taxes and National Insurance contributions as an independent contractor and for the discharge of any income tax and VAT liability arising out of remuneration for the Work.

14.10.3. The Consultant shall not be subject to directions from the Client as to the manner in which it shall perform the work.

14.11. Set-off

The Client shall not be entitled to withhold payment of any sum otherwise payable to the Consultant by reason of any claim, set-off or for damages in relation hereto.

14.12. No provision of this contract is intended to be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

15. Definitions

15.1. "The Assignment" means the Assignment referred to in the Terms of Reference

15.2. "Intellectual Property Rights" means all copyright, design rights, trademarks, service marks and all other similar rights whether registered or unregistered wherever subsisting

15.3. "The Terms of Reference" means the Terms of Reference submitted to and agreed by the client either by returning a signed copy either physical or electronic of the Terms of Reference or by formal agreement through an exchange of emails.

15.4. "The Consultant" means WLP which is a trading style of Anglian Business Growth Consultants Ltd.

- 15.5. "WLP consultant" is a member of the WLP team contracted to work exclusively under that trading style.
- 15.6. "Client" means the contracting organisation referred to in the Terms of Reference.