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## STANDARD SERVICE TERMS AND CONDITIONS

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### BACKGROUND:

Ley Hill Solutions Ltd (the “Service Provider”) provides Business and Management Consultancy, Training and Support Services to business clients. The Service Provider has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

**THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 4.1 (CANCELLATION) AND CLAUSE 10 (LIMITATION OF LIABILITY).**

### 1. Definitions and Interpretation

1.1 In these Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Business Day</b> ”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
“ <b>Client</b> ”	the person or firm who purchases the Services from the Service Provider (as identified in the Order);
“ <b>Commencement Date</b> ”	has the meaning given in clause 2.2;
“ <b>Conditions</b> ”	these terms and conditions as amended from time to time in accordance with clause 18;
“ <b>Confidential Information</b> ”	information in whatever form relating to the business, clients, customers, products, affairs, finances or other confidential information of a Party and trade secrets including technical data and know-how relating to the business of that Party which is disclosed to or discovered by the other Party pursuant to or in connection with the Contract (whether or not the information is expressly stated to be confidential or marked as such);
“ <b>Contract</b> ”	the contract between the Service Provider and the Client for the supply of Services in accordance with these Conditions;
“ <b>Data Protection Legislation</b> ”	a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data;

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data;

<b>“Deliverables”</b>	any written reports, presentation slides, template spreadsheets, training course materials or other documents produced by the Service Provider for the Client as part of the Services;
<b>“EU GDPR”</b>	the General Data Protection Regulation ((EU) 2016/679);
<b>“Fees”</b>	means fees payable by the Client to the Service Provider for the supply of Services in accordance with Clause 6;
<b>“Group”</b>	in relation to a party which is a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each member of a Group shall be a <b>“Group Company”</b> ;
<b>“Intellectual Property Rights”</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>“Order”</b>	the Client’s order for Services as set out in the Client’s written acceptance of the Service Provider’s quotation;
<b>“Services”</b>	means the services (including the Deliverables) provided by the Service Provider to the Client as set out in the Order;
<b>“Services Commencement Date”</b>	means the date on which provision of the Services will commence, as defined in the Order;

**“Service Provider”** means Ley Hill Solutions Ltd, trading as Ley Hill Consultancy Group, (company number 4045992) with registered office C/O Quantum UK Business Solutions Ltd, The Imex Building, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX; and

**“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Unless the context otherwise requires, each reference in these Conditions to:

- (a) **“writing”** or **“written”**, and any cognate expression, includes email or other electronic transmission (but not fax);
- (b) legislation or a legislative provision: (a) is a reference to that legislation or legislative provision as amended, extended or re-enacted from time to time; and (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- (c) a Clause or Schedule refers to a Clause or Schedule of these Conditions; and
- (d) a **“Party”** or the **“Parties”** refer to the parties to the Contract.

1.3 The headings used in these Conditions are for convenience only and shall have no effect upon the interpretation of these Conditions.

1.4 Unless the context requires otherwise, words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other genders.

1.6 References to **persons** shall include any natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

## **2. Basis of contract**

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Service Provider issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Service Provider, and any descriptions or illustrations contained in the Service Provider's

catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Service Provider shall not constitute an offer and is only valid for a period of 28 days from its date of issue.

### **3. Provision of the Services**

- 3.1 With effect from the Services Commencement Date, the Service Provider shall provide the Services to the Client in accordance with the specification of the Services in the Order in all material respects.
- 3.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the business and management consulting sector in the United Kingdom.
- 3.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Order.
- 3.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 3.5 The Service Provider shall use reasonable endeavours to accommodate any reasonable changes in the Services requested in advance by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees and/or timeline for the Services that may be due as a result of such changes.
- 3.6 The Service Provider reserves the right to amend the specification of the Services set out in the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Service Provider shall endeavour to notify the Client in any such event.
- 3.7 The Service Provider shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

#### **4. Cancellation**

- 4.1 Once an Order has been agreed in accordance with clause 2.2, the Client may only cancel that Order by payment to the Service Provider of an amount equivalent to all of the direct costs already incurred by the Service Provider in relation to that Order (this could include, for example, recruitment, facility hire or printing costs) plus
- (a) if the Order is cancelled up to and including 10 working days before the scheduled start date, an amount equivalent to 10% of the estimated Fees as set out in the Order;
  - (b) if the Order is cancelled less than 10 working days but at least 24 hours before the scheduled start date, an amount equivalent to 20% of the estimated Fees as set out in the Order;
  - (c) if the Order is cancelled less than 24 hours before the scheduled start date, an amount equivalent to 50% of the estimated Fees as set out in the Order.
- 4.2 Once an Order has been agreed, the Client may only postpone delivery of the Services under that Order with the Service Provider's written agreement and provided that the Client pays to the Service Provider on request any costs incurred by the Service Provider due to the postponement and any increase in the Fees due to this postponement.
- 4.3 All cancellations and requests for postponements must be made to the Service Provider in writing signed by the Client.

#### **5. Client's Obligations**

- 5.1 The Client shall:
- (a) ensure that the terms of the Order are complete and accurate;
  - (b) co-operate with the Service Provider in all matters relating to the Services;
  - (c) use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services, and ensure that such information is complete and accurate in all material respects;
  - (d) comply with any additional terms or obligations set out in the Order.
- 5.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services only. Any such instructions should be compatible with the specification of the Services provided in the Order.
- 5.3 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

- 5.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 5.5 If the nature of the Services requires that the Service Provider has access to the Client's home or any other location, including any IT system, computer or equipment, access to which is lawfully controlled by the Client, the Client shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required (including all relevant login details and passwords).
- 5.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 5 of these Conditions shall not be the responsibility or fault of the Service Provider. If the Service Provider's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- (a) without limiting or affecting any other right or remedy available to it, the Service Provider shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Service Provider's performance of any of its obligations;
  - (b) the Service Provider shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this clause 5.6; and
  - (a) the Client shall reimburse the Service Provider on written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Client Default.

## 6. Fees, Payment and Records

- 6.1 The Fees for the Services shall be calculated on a time and materials basis:
- (a) the Fees shall be calculated in accordance with the Service Provider's daily fee rates, as set out in the Order; and
  - (b) in respect of work which is not remote, the Service Provider's daily fee rates for each individual are calculated on the basis of an 7.5-hour day worked on Business Days. Where an individual does up to 3.75 hours of work in a day, a minimum charge for non-remote work applies, being a half-day (pro-rated from the daily fee rate). Where an individual does over 3.75 and up to 7.5 hours of work in a day, the charge for a full day's work will apply; and

- (c) in respect of remote work, the Service Provider's hourly fee rates for each individual shall apply and these are calculated on the basis of a pro-rated 7.5-hour day worked on a Business Day.
- 6.2 The Service Provider reserves the right to increase the Fees on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 6.3 The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Order.
- 6.4 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Order (including any invoice schedule) or otherwise monthly in arrears.
- 6.5 All amounts payable under the Contract by either Party shall be made within 28 days of receipt by that Party of the relevant invoice and time for payment shall be of the essence of the Contract.
- 6.6 All payments required to be made pursuant to the Order by either Party shall be made in pounds sterling in full and in cleared funds to such bank account in England as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 6.7 Where any payment under the Contract is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 6.8 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Service Provider to the Client, the Client shall, on receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.9 Without prejudice to sub-Clause 14.4(a), if a Party (**Paying Party**) fails to make a payment of any sum due to the other Party by the due date for payment, then, without limiting the other Party's other remedies, that Paying Party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.9 will accrue on a daily basis at 3% above the base rate of the Bank of England from time to time (but at 3% for any period when that base rate is below 0).

## **7. Expenses and disbursements**

7.1 Unless the Order states otherwise, the Service Provider shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Service Provider engages in connection with the Services including:

- (a) travelling expenses (Flights of fewer than five hours' duration will be booked at economy rates where available, and flights for over five hours will be booked at premium economy or business class rates unless agreed otherwise. Mileage expenses will be charged at the approved HMRC mileage rate (per mile) for cars and vans in the relevant tax year (being 45p per mile at the date of this agreement). Otherwise, travel time between client sites is treated as normal consultancy and charged at the Service Provider's standard daily rates);
- (b) hotel costs;
- (c) subsistence;
- (d) any associated out of pocket expenses;

and for the cost of services provided by third parties and required by the Service Provider for the performance of the Services, and for the cost of any materials (each charged at cost plus VAT). The Service Provider shall endeavour to retain receipts for all such costs for at least one month from incurring the expense, for inspection at the Client's request.

7.2 The Client shall pay any additional costs and disbursements required for provision of the Services (including those set out in the Order).

7.3 Subject to any alternative provision in the Order, the Service Provider shall invoice the Client for any such costs, expenses or disbursements on a monthly basis, such invoices to be payable by the Client within 28 days of receipt of invoice.

## **8. Records**

8.1 Each Party shall:

- (a) keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Contract to be accurately calculated; and
- (b) at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them.

## 9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Service Provider (or its subcontractors, as relevant).
- 9.2 The Service Provider grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.
- 9.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2 save as agreed by the Service Provider in writing.
- 9.4 The Client grants the Service Provider a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Service Provider for the term of the Contract for the purpose of providing the Services to the Client.

## 10. Limitation of liability, Indemnity and Insurance: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 10.1 The Service Provider shall ensure that it has in place at all times during the term of the Contract suitable and valid insurance that shall include public liability insurance.
- 10.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 10.3 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.4 Nothing in this clause 10 shall limit the Client's payment obligations under the Contract.
- 10.5 Subject to clause 10.7, each party's total liability to the other party shall not exceed the amount of the Fees paid or payable during the term of the Contract as defined therein.
- 10.6 Subject to clause 10.7, the Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any reasonable instructions given by the Service Provider.
- 10.7 Nothing in the Contract shall limit or exclude either Party's liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 10.8 Subject to clauses 10.4 and 10.7, this clause 10.8 sets out the types of loss that are wholly excluded:
- (a) loss of profits.
  - (b) loss of sales or business.
  - (c) loss of agreements or contracts.
  - (d) loss of anticipated savings.
  - (e) loss of use or corruption of software, data or information.
  - (f) loss of or damage to goodwill; and
  - (b) indirect or consequential loss.
- 10.9 Subject to sub-Clause 10.5, the Client shall indemnify the Service Provider against all costs, liabilities, expenses, damages, losses, claims or proceedings (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Service Provider arising from or in connection with any loss or damage to any equipment (including that belonging to any subcontractors or other third parties appointed by the Service Provider) caused wholly or partly by the Client or its agents or employees.
- 10.10 The Service Provider has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.11 This clause 10 shall survive termination of the Contract.

## **11. Guarantees**

- 11.1 As a provider of services the Service Provider does not provide product guarantees.
- 11.2 If any disputes arise over the Services provided these shall be settled with negotiation between the Service Provider and Client in accordance with Clause 33.

## **12. Confidentiality**

- 12.1 Each Party undertakes that, except as permitted by sub-Clause 12.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 3 years after its expiry or termination:
- (a) keep confidential all Confidential Information of the other Party;
  - (b) not disclose any Confidential Information of the other Party to any person;
  - (c) not use any Confidential Information of the other Party for any purpose other than as contemplated by and subject to the terms of the Order;
  - (d) not make any copies of, record in any way or part with possession of any Confidential Information of the other Party; and

- (e) ensure that none of its directors, officers, representatives, employees, agents, contractors, subcontractors or advisers does any act which, if done by that Party, would be a breach of the provisions of any of sub-Clauses 12.1(a) to 12.1(d).

12.2 Each Party may disclose the other Party's Confidential Information only:

- (a) to its directors, officers, representatives, employees, agents, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract, and to such extent only as is necessary for the purposes contemplated by the Order (including, but not limited to, the provision of the Services). Each Party shall ensure that its directors, officers, representatives, employees, agents, contractors, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

and in each case that Party shall first inform the person, party or body in question that the relevant Confidential Information is confidential and (except where the disclosure is under sub-Clause 12.2(b)) obtain and submit to the other Party a written confidentiality undertaking from the third party in question. Such undertaking should be as nearly as practicable in line with the terms of this Clause 12 as if the third party were the receiving Party.

12.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Contract.

12.4 The provisions of this Clause 12 shall not apply to Confidential Information which:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party in breach of this clause);
- (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; or
- (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party.

12.5 The provisions of this Clause 12 shall continue in force notwithstanding the expiry or termination of the Contract for any reason.

### 13. Force Majeure

- 13.1 Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). Force Majeure Events may include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest or riots, collapse of buildings, fire, flood, drought, storms, earthquakes, other natural disaster, epidemic or pandemic, acts of terrorism, acts of war, imposition of sanctions, embargo, governmental action or law, nuclear, chemical or biological contamination, sonic boom, solar flare, labour or trade disputes or strikes.
- 13.2 In the event that a Party cannot perform their obligations hereunder as a result of a Force Majeure Event for a continuous period to be defined in the Order, or otherwise 6 months, the other Party may at its discretion terminate the Order by written notice to the Party at the end of that period. In the event of such termination, and without prejudice to the Parties' rights under Clause 6, the Parties shall agree in good faith upon a fair and reasonable payment for all Services provided or part-provided up to the date of termination.

### 14. Term and Termination

- 14.1 The Contract shall come into force on the Commencement Date and shall continue for the term specified in the Order, unless terminated earlier in accordance with this clause 14.
- 14.2 Either Party may, subject to the written agreement and consent of the other Party and exercisable by giving not less than 45 days' written notice to the other at any time prior to the expiry of the term of the Contract specified in the Order (or any further period for which the Order is extended) extend the Contract for a further period of 90 days.
- 14.3 Without affecting any other right or remedy available to it, either Party may terminate the Contract by giving to the other not less than 45 days' written notice.
- 14.4 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- (a) any sum owing to that Party by the other Party under the Contract is not paid within 14 days of the due date for payment;
  - (b) the other Party commits any other material breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its

debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (d) the other Party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies;
- (e) an encumbrancer takes possession of, or where the other Party is a company, a receiver is appointed to, any of the property or assets of that other Party;
- (f) the other Party makes any voluntary arrangement with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party) or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- (g) the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Order);
- (h) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- (i) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (j) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (k) control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Order. For the purposes of Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

14.5 For the purposes of sub-Clause 14.4(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

- 14.6 [Without affecting any other right or remedy available to it, the Service Provider may suspend the supply of Services under the Contract or any other contract between the Client and the Service Provider if:
- (a) the Client fails to pay any amount due under the Contract on the due date for payment;
  - (b) the Client becomes subject to any of the events listed in clause 14.4(i) or 14.4(j) or the Service Provider reasonably believes that the Client is about to become subject to any of them; and
  - (c) the Service Provider reasonably believes that the Client is about to become subject to any of the events listed in clauses 14.4(c) to 14.4(h).]
- 14.7 The rights to terminate the Contract shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 15. Effects of Termination

- 15.1 Upon the termination or expiry of the Contract for any reason:
- (a) any sum owing by either Party to the other under the Contract shall become immediately due and payable. The Client shall immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - (b) all Clauses which, either expressly or by implication, are intended to come into or continue in force on or after the expiry or termination of the Contract shall remain in full force and effect;
  - (c) subject as provided in this Clause 15 and except in respect of any accrued rights neither Party shall be under any further obligation to the other;
  - (d) each Party shall (except to the extent referred to in Clause 12 and 16) immediately cease to use, either directly or indirectly, any Confidential Information of the other Party, and shall immediately destroy or return to the other Party (at the other Party's discretion) any documents in its possession or control which contain or record that Party's Confidential Information;
  - (e) the Client shall immediately return any of the Deliverables and other Service Provider materials which have not been fully paid for; and
  - (f) the Service Provider shall refund to the Client any portion of Fees paid in respect of which Services have not been performed as at the date of termination (but for the avoidance of doubt the Service Provider may retain Fees to the extent they relate to any Services actually performed or part-performed).
- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry,

including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 16. Data Protection

16.1 In this clause, the following definitions shall have the following meanings:

- (a) **Agreed Purposes:** the purposes of communication between the parties and the performance of the Services;
- (b) **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation;
- (c) **Data Discloser:** a party that discloses Shared Personal Data to the other party;
- (d) **Permitted Recipients:** the parties to this agreement, the employees of each party, and any third parties engaged to perform obligations in connection with the Contract;
- (e) **Shared Personal Data:** the personal data to be shared between the parties under clause 16.2 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
  - (i) business contact details (including names, e-mail addresses, addresses and telephone numbers); and
  - (ii) contact details (including names, e-mail addresses, addresses and telephone numbers) and any food allergies of attendees at any event (for instance training course) delivered by the Service Provider pursuant to the Contract.

16.2 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

16.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

16.4 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

16.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject rights request;
- (c) provide the other party with reasonable assistance in complying with any data subject rights request;
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 16; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

16.6 Details of the Service Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), are set out in the Service Provider's Privacy Notice (to be provided to the Client on request and available on the Service Provider's website and internal SharePoint Library).

## **17. No waiver**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **18. Variation**

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **19. Further Assurance**

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be reasonably be required for the purpose of giving full effect to the Contract.

## **20. Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Contract.

## **21. Set-Off**

All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **22. Assignment and Sub-Contracting**

22.1 The Service Provider may at any time subcontract or delegate any or all of its rights and obligations under the Contract.

22.2 Subject to Clause 22.1, neither Party may assign, mortgage, charge (otherwise than by floating charge) subcontract, sub-licence, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the written consent of the other Party, such consent not to be unreasonably withheld.

## **23. Time**

Save where expressly stated otherwise herein, any times and dates for performance of obligations referred to in the Contract shall be for guidance only and shall not be of the essence of the Contract and may be varied by mutual agreement between the Parties.

## **24. Relationship of the Parties**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent of the other party, or authorise a Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## **25. Non-engagement of employees and contractors**

25.1 In order to protect the legitimate business interests of the Parties and each Group Company, each Party covenants with the other Party (for itself and as agent for each Group Company) that it shall not (and shall procure that no member of its Group shall) (except with the prior written consent of the other Party) employ, contract or engage or otherwise facilitate the employment, contracting or engagement of any person who is or was employed, contracted or otherwise engaged by the other Party (or any Group Company) at any time in relation to the Contract.

25.2 The Parties shall each be bound by the covenant set out in clause 25.1 during the term of the Contract and for the further period defined in the Order (or otherwise a period of 6 months) after termination or expiry of the Contract.

## 26. Non-poaching of customers

26.1 In order to protect the legitimate business interests of the Parties and each Group Company, each Party covenants with the other Party (for itself and as agent for each Group Company) that it shall not (and shall procure that no member of its Group shall) (except with the prior written consent of the other Party) solicit or entice away (or attempt to solicit or entice away) from that other Party (or any Group Company) the business or custom of any customer of that other Party where any such solicitation or enticement could cause damage to the business of that other Party (or Group Company).

26.2 Each Party shall be bound by the covenant set out in clause 26.1 during the term of the Contract and for the further period defined in the Order (or otherwise a period of 6 months) after termination or expiry of the Contract.

## 27. Third Party Rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## 28. Notices

28.1 All notices given to a Party under or in connection with the Contract shall be in writing signed by, or on behalf of, a duly authorised officer of the Party giving the notice and shall be delivered by hand or by pre-paid first class-post or other next working day delivery service at:

- (a) in the case of the Service Provider: 9 Cheyne Walk Chesham Bucks HP5 1AY United Kingdom and marked "FAO Graham Hull of Ley Hill Solutions Ltd";
- (b) in the case of the Client: its registered office (if a company) or its principal place of business (in any other case);

or sent by email to the email address specified for that Party in the Order. Each Party may update its address or email address by notice to the other Party.

28.2 In respect of any email notice, this shall be deemed 'signed' if it: (a) includes the email signature block of an authorised officer of the Party; (b) includes the typed signature of that authorised officer; and/or (c) includes an image of that authorised officer's signature.

28.3 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address or, if this time falls outside business hours in the place of receipt, when business

hours resume. In this clause 28.3, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt;

- (b) if transmitted by e-mail, at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume; or
- (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (d) if mailed by national ordinary mail, postage prepaid, at 9.00am on the fifth Business Day after posting; or
- (e) if mailed by airmail, postage prepaid, at 9.00am on the tenth business day after posting.

28.4 In each case notices shall be addressed to the most recent address or e-mail address for a Party notified by that Party to the other Party.

28.5 This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 29. Entire Agreement

29.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## 30. Counterparts

30.1 The Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2 Transmission of an executed counterpart of the Contract by email or DocuSign shall take effect as the transmission of an executed “wet-ink” counterpart of this agreement. If this method of electronic transmission is used, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the “wet ink” hard copy original of their counterpart.

### **31. Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 31 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **32. Conflict**

If there is an inconsistency between the provisions of these Conditions and the provisions of the Order, the provisions of the Order shall prevail.

### **33. Dispute Resolution**

33.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Order through negotiations between their appointed representatives who have the authority to settle such disputes.

33.2 If negotiations under sub-Clause 33.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.

33.3 If for any reason the ADR procedure under sub-Clause 33.2 does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred by either Party to, and finally resolved by, the courts of England and Wales in accordance with clause 34.2.

33.4 Nothing in this Clause 33 shall prohibit either Party from commencing or continuing court proceedings at any time.

### **34. Governing law and jurisdiction**

34.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

34.2 Subject to the provisions of Clause 33, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, provided that nothing in this clause shall limit the right of the Service Provider to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.