

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Definitions

1. In these **Terms and Conditions** the following definitions apply:

“We” “Us” “Our” or “Aberley” means Aberley Limited

“You(r)” means the person or company with whom the **Contract** is agreed

“Agreement” means these Terms and Conditions together with our Contract as a whole

“Contract” means the terms of engagement that we have with you to which these Terms and Conditions relate.

“Services” means the services that we agree to provide you with under the Contract.

“Party” means either Aberley or You

“Parties” means Aberley and You

2. In these Terms and Conditions, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of these Terms and Conditions;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of these Terms and Conditions; and
- g. "writing" or "written" will include fax and e-mail unless otherwise stated.

Provision of Services

3. Aberley shall provide the Services to You under these Terms and Conditions from the **Effective Date** and as set out in Schedule 1.
4. The Services will be provided by Aberley either on request and confirmed by a purchase order as specified in Schedule 1.
5. The Agreement begins on the Effective Date and will continue until either Party serves notice to terminate under the clauses 58 and 59 below.
6. Aberley shall provide the Services at the **Premises** specified in Schedule 1 in accordance with the specification detailed in the Contract in all material respects. Time is of the essence for any dates for delivery of the Services under the Contract, unless specifically stated otherwise in any schedule.
7. Aberley shall perform the Services with reasonable care and skill, in accordance with:
 - a. generally recognised commercial practices, guidelines and standards in the applicable industry; and
 - b. all laws and regulations applicable to the Services, including all laws and regulations related to anti-bribery and corruption, and data protection.
8. Aberley shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises and that have been communicated to us.
9. Aberley shall provide the Services for your exclusive benefit and you agree not to disclose or supply to any other party written or verbal advice, reports or other information provided by us without our specific written agreement.
10. Aberley may delegate to a third party the provision of part of the Services where this is reasonable.
11. Variations to the Contract shall only be effective once We have agreed them in writing.

Duty of Care and Our Liability to You

12. We owe You a duty to act with reasonable skill and care in providing the Services and complying with Your instructions where those instructions do not conflict with (i) these Terms and Conditions, (ii) the Contract, or (iii) applicable laws, regulations and professional rules.
13. No amendment shall be made to Schedule 1 except on terms agreed in writing by the Parties in accordance with the clauses below.
14. We have no liability for the consequences, including delay in or a failure to provide the Services.
15. We have no liability for products or services that we reasonably need to obtain from third parties in order to provide the

Services.

Your Liability to Us

16. You will:
- a. co-operate with Us in all matters relating to the Services;
 - b. provide, in a timely manner, any equipment, materials and any information as We may reasonably require; in the case of equipment, You shall ensure that it is in good working order and suitable for the purposes for which it is used, and in the case of information, You shall ensure that it is accurate in all material respects;
 - c. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
 - d. provide to Us, Our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Premises and other facilities as reasonably required by Us;
 - e. inform Us of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.
 - f. effect and maintain adequate property and public liability insurance covering bodily injury and property damage which will either include ourselves as insured or a waiver of the insurer's subrogation rights against us, our employees or delegates.

Defective Services

17. Aberley shall promptly notify You of:
- a. any delays or problems from time to time in the provision of the Services of which the We become aware;
 - b. any circumstances from time to time which may prevent the Us from providing the Services in accordance with this Agreement together with (where practicable) recommendations as to how such circumstances can be avoided; and
 - c. any complaint (whether written or not) or other matter which comes to Our attention and which We reasonably believe may give rise to any loss by or claim against You or which may result in any adverse publicity for You.
18. You shall, without limiting any right or remedy to You, promptly report to Aberley any defect in the performance of the Services as soon as reasonably practicable after any such defect comes to Your attention.
19. Where any defect in the provision of the Services is reported to Aberley by You or otherwise comes to Our attention, We shall, without limiting any other right or remedy of You, use Our reasonable endeavours to provide such further Services as are necessary in order to rectify the default as soon as is reasonably practicable.

Charges, Payment and Time Records

20. In consideration of the provision of the Services by Aberley, You shall pay the charges as set out in the Contract which specifies whether the charges are on a time and materials basis, a fixed price basis or a combination of both.
21. All charges quoted are exclusive of VAT, which Aberley shall add to invoices at the appropriate rate.
22. Where Services are provided on a time and materials basis:
- a. the charges payable for the Services shall be calculated in accordance with Aberley's standard daily fee rates for each person and are calculated on the basis of a seven and one half hour day, worked between 9 am and 5 pm on working days and otherwise by arrangement between the Parties;
 - b. overtime will be charged at 1.5 x the standard daily rate, hours worked on Sundays will be charged at 2.0 x the standard daily rate;
 - c. Aberley will ensure that every individual whom it engages in relation to the Services completes time sheets recording time spent on the Services; and
 - d. Aberley will invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, accompanied by an explanation of any equipment, materials and expenses incurred in accordance with clause 23 below.
23. Where Services are provided for a fixed price, the total price for the Services is set out in the Contract. Upon completion of the Services or when an agreed instalment is due, Aberley shall invoice You for the charges that are then payable, together with any equipment, materials and expenses, which have not been expressly included in the fixed price (together with VAT where appropriate).
24. Expenses incurred by Aberley may include the cost of hotel, subsistence, travelling and any other expenses reasonably incurred by the individuals whom Aberley engages in connection with the Services, the cost of any materials and the cost of

services reasonably and properly provided by third parties and required by Aberley for the supply of the Services. Any expense not included in the Contract in excess of £500 must be pre-approved by You in writing. Such expenses, materials and third party services will be invoiced by Aberley at cost, plus an agreed management fee, which Aberley will add to its invoices at the appropriate rate.

25. You shall pay each invoice submitted to You by Aberley, in full and in cleared funds, within 30 days of receipt to our Lloyds Bank account (sort code 30-15-99, account no. 00647410).
26. Without prejudice to any other right or remedy that it may have, if You fail to pay on the basis detailed in clause 24:
 - a. You shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Aberley may choose to charge statutory interest due. You shall pay the interest together with the overdue amount; and
 - b. Aberley may suspend all Services until payment has been made in full, and,
 - c. Take whatever legal remedy exists in order to obtain payment following due process.
27. If you consider the fees charged to be excessive or unfair, you may within 14 days from the date of the invoice, complain in writing to us, specifying the complaint. We will investigate all complaints in line with our complaints procedure (available upon request).
28. All sums payable to Aberley under this Agreement shall become due immediately on its termination, despite any other provision.
29. The Parties shall pay all amounts due under this Agreement in full without any deduction except as required by law and neither Party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.
30. Aberley shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that Aberley gives You reasonable notice of such changes and that such changes do not materially affect the nature/scope of the Services or the charges.

Indemnity

31. Aberley shall indemnify You against any claim by any other person that the provision of the Services to You in accordance with this Agreement infringes any Intellectual Property Rights of that other person.
32. You agree to indemnify Aberley against all third party claims for which You have agreed to insure under the Agreement and that relate in any way to the provision of the Services, except where the claim is decided by a court, or where we acknowledge, was caused by wilful default, breach of contract or negligence by ourselves.

Liability and Insurance

33. If Aberley's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
34. Nothing in this Agreement limits or excludes either party's liability for:
 - a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - d. any other liability which cannot be limited or excluded by applicable law.
35. Subject to clauses 31, 32 and 34, neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - a. loss of profits;
 - b. loss of sales or business;
 - c. loss of agreements or contracts;
 - d. loss of anticipated savings;
 - e. loss of or damage to goodwill;
 - f. loss of use or corruption of software, data or information;
 - g. any indirect or consequential loss.
36. Subject to clause 35, the total liability of either Party for any other loss of the other Party in respect of any one event or

series of connected in the Agreement shall not exceed £5,000,000.

37. Apart from fraud or criminal conduct, no Aberley employee has any personal liability to You and neither You or anybody representing You may make a claim or bring proceedings against any employee or former employee on this basis.
38. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
39. During this Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

Confidentiality

40. Each Party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:
 - a. where required by law, court order or any governmental or regulatory body;
 - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
 - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the Party or any of its employees, officers, sub-contractors, representatives or advisers);
 - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
 - e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

Intellectual Property

41. Subject to the clause 42 below, Aberley reserves all Intellectual Property Rights (if any) which may subsist in any Services, or in connection with, the provision of the Services. Aberley reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.
42. Aberley licenses all such rights to You free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable You to make reasonable use of the Services.
43. If this Agreement is terminated, this licence will automatically terminate.

Data Protection

44. In this clause the following definitions shall apply:

Client Personal Data: any personal data provided to Us by You, or on Your behalf, for the purpose of providing the Services.

Data Protection Legislation: all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

Controller, Data Subject, Personal Data, and Process: have the meanings given to them in the data protection legislation.

GDPR: the General Data Protection Regulation ((EU) 2016/679).

PECR: the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

45. Each Party will be considered an independent data controller in relation to Client Personal Data. The Parties will comply with all requirements and obligations applicable under Data Protection Legislation in respect of Client Personal Data.
46. You will only disclose Client Personal Data to Aberley where You have provided the necessary information to the relevant data subjects regarding its use; have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant Data Subject's consent; and have complied with the necessary requirements under the Data Protection Legislation to enable You to do so.
47. Aberley shall only process the Client Personal Data in order to provide the Services and to perform any other obligations in accordance with this Agreement, or in order to comply with legal or regulatory obligations and where it is necessary for the purposes of Your legitimate interests and those interests are not overridden by the Data Subjects' own privacy rights.
48. Aberley shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data.

49. In respect of the Client Personal Data provided that You are legally permitted to do so, You will promptly notify Aberley in the event that:
- a. a request, complaint or any adverse correspondence is received from or on behalf of a relevant Data Subject, to exercise their data subject rights under the Data Protection Legislation or in respect of the processing of their Personal Data
 - b. You are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of the processing of the Client Personal Data from a supervisory authority as defined in the Data Protection legislation (for example in the UK, the Information Commissioner's Officer); or
 - c. You reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the Client Personal Data.
50. Upon the reasonable request of the Data Subject Aberley shall each co-operate with the Data Subject and take such reasonable commercial steps or provide such information as is necessary to enable each Party to comply with the Data Protection legislation in respect of the Services provided.

Anti-Bribery

51. Aberley and its agents, sub-contractors, consultants or employees shall:
- a. comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - b. not commit an offence under sections 1, 2 or 6 of the Bribery Act 2010;
 - c. comply with any relevant industry code related to Anti-Bribery;
 - d. shall have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and
 - e. promptly report to You any request or demand for any undue financial or other advantage of any kind received by Aberley in connection with the performance of this Agreement.

Non-Solicitation

52. You shall not, without the prior written consent of Aberley, at any time from the date of this Agreement to the expiry of 6 months after the last date of supply of the Services or termination of this Agreement (whichever is the latest), solicit or entice away from Aberley or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of Aberley in the provision of the Services.

Circumstances beyond the control of either Party

53. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.
54. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the Party in question.
55. The Party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
56. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by a force majeure event.
57. If the delay continues for a period of 90 days, either Party may terminate or cancel with immediate effect the Services to be carried out under this Agreement.

Termination

58. Either Party may terminate this Agreement by giving the other Party 30 days' prior written notice.
59. A Party may terminate the Agreement immediately by giving written notice to the other Party if that other Party:
- a. does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
 - b. commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
 - c. persistently breaches any term of the Agreement;
 - d. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;

- e. is a company over any of whose assets or property a receiver is appointed;
- f. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- g. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
- h. undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- i. (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

Consequences of Termination

60. On termination or expiry of this Agreement:
- a. You shall immediately pay Aberley all of the outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Aberley may submit an invoice, which shall be payable immediately on receipt;
 - b. You shall, within a reasonable time, return all of Aberley's equipment and any relevant deliverables remaining the property of Aberley. Until they have been returned or repossessed, You shall be solely responsible for their safe keeping.
61. Termination or expiry of the Agreement 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 agreement which existed at or before the date of termination or expiry.
62. Other than as set out in the Agreement, neither Party shall have any further obligation to the other under the Agreement after its termination.

General

63. This Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
64. No Party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other Party.
65. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both Parties.
66. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
67. Unless otherwise agreed, no delay, act or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
68. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
69. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
70. Unless specifically provided by the Parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the Parties, or mean that one Party becomes the agent of the other Party, nor does the Agreement authorise any Party to enter into any commitments for or on behalf of the other Party.
71. Before taking any action against Aberley, You agree to use Our complaints handling procedure, which is available on request.
72. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other Party's registered address or place of business, or sent by email to the other Party's main business email address as notified to the sending party. Notices:
- a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
 - c. sent by email will be deemed to have been received on the next working day after sending.

Governing law and jurisdiction

73. This Agreement will be governed by and interpreted according to English law. All disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the English courts.

The Parties have signed this Agreement on the date(s) below:

Signed:

Meirion Anderson for and on behalf of Aberley Limited

Dated:

Signed:

_____ for and on behalf of

Dated:

Schedule 1

Services

Aberley will provide You with the following Services:

<Services>

Premises

Aberley will provide the Services at the following Premises:

<Premises>