

Terms & Conditions

Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause **Error! Reference source not found.**

Commencement Date: has the meaning set out in clause **Error! Reference source not found.**

Conditions: these terms and conditions as amended from time to time in accordance with clause **Error! Reference source not found.**

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Supplier.

Deliverables: the deliverables set out in the Proposal produced by the Supplier for the Customer.

In-put Material: all documents, information and materials provided by the Customer relating to the Services.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for Services as set out in the Customer's purchase order form or as set out in writing by the Customer.

Pre-existing Materials: all documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this agreement.

Proposal: the description or specification of the Services.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Proposal.

Supplier: the Insights Shed Limited of Oakdene, Bishopdyke Road, Cawood, York YO8 3UB registered in England and Wales with company number 6862468.

Supplier Materials: has the meaning set out in clause **Error! Reference source not found.**

Construction. In these Conditions, the following rules apply:

a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

a reference to a party includes its personal representatives, successors or permitted assigns;

a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes faxes and e-mails.

Basis of contract

The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (Acceptance) at which point and on which date the Contract shall come into existence (Commencement Date) whether or not the Acceptance has been signed by the Customer.

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier'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 any other contract between the Supplier and the Customer for the supply of the Services.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Supply of Services

The Supplier shall supply the Services to the Customer in accordance with the Proposal in all material respects.

The Supplier shall use all reasonable endeavours to meet any performance dates specified agreed with the Customer.

The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

Customer's obligations

The Customer shall:

ensure that the terms of the Order and any information it provides in the Proposal are complete and accurate;

co-operate with the Supplier in all matters relating to the Services;

provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

provide the Supplier with such information and materials as the Supplier may reasonably require in

order to supply the Services, and ensure that such information is accurate in all material respects;

prepare the Customer's premises for the supply of the Services;

obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform a relevant obligation (Customer Default):

the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause **Error! Reference source not found.**; and

the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

Charges and payment

The Charges for the Services shall be on a time and materials basis:

the Charges shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Proposal;

the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

The Supplier shall invoice the Customer on completion of the Services or earlier in accordance with these terms.

The Customer shall pay each invoice submitted by the Supplier:

within 30 days of the date of the invoice; and

in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment due for the supply of the Services.

Without limiting any other right or remedy of the Supplier, if the Customer fails to make a payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 6 per cent per annum above the then current Barclays Bank's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

Intellectual property rights

As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier, save for the Customers Intellectual Property Rights in the In-put Material. Subject to clause 6.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the agreement terminates this licence will automatically terminate.

The Customers use of the Suppliers Intellectual Property Rights and all other rights in the Deliverables and Pre-existing Materials is strictly limited to the Customers rights and obligations in performance of the Contract.

The Customer acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause **Error! Reference source not found.** shall survive termination of the Contract.

Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE
Nothing in these Conditions shall limit or exclude the Supplier's liability for:

death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

fraud or fraudulent misrepresentation; or

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to clause **Error! Reference source not found.**:

In the event of the Supplier not being able to conduct a workshop, seminar or similar meeting (Event), the Suppliers liability shall be limited to the rescheduling of the Event within a reasonable period of time.

the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in

connection with the Contract; and

the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the quoted price for the project in the Proposal.

Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

This clause **Error! Reference source not found.** shall survive termination of the Contract.

Termination

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice if the Customer:

commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;

the Customer 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 in the reasonable opinion of the Supplier is unable to do pay it's debts.

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause **Error! Reference source not found.**, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

Consequences of termination

On termination of the Contract for any reason:

the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for;

the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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; and

clauses which expressly or by implication have effect after termination shall continue in full force and effect.

General

Force majeure:

For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), serious illness, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 26 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

Assignment and subcontracting:

The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

Notices:

Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party by first-class recorded delivery or e-mail to the usual business address of the party.

This clause **Error! Reference source not found.** shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

Waiver:

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

Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

Severance:

If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modifications necessary to make it legal, valid and enforceable.

No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party an agent of another party for any purpose. No party shall have authority to act as agent for, or bind, the other party in any way.

Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.