

## **CHADWICK CORPORATE CONSULTING LIMITED - TERMS OF BUSINESS**

### **Scope**

These Terms of Business apply to the supply of all products and services by Chadwick Corporate Consulting Limited to you, unless Chadwick Corporate Consulting Limited otherwise agrees in writing.

### **Charges**

Chadwick Corporate Consulting Limited will notify you in advance of the supply of any products or services of either (i) the total cost or (ii) the hourly or daily rate to be charged and of any expenses which may be incurred. Unless otherwise agreed, Chadwick Corporate Consulting Limited requires payment in advance before providing any products or services. Where invoices are issued after the provision of products or services they are due for payment 21 days from the invoice date. Chadwick Corporate Consulting Limited reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date. Charges will be subject to VAT at standard rate.

### **Your Instructions**

Chadwick Corporate Consulting Limited provides products and services only on the basis that you give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that you indemnify us accordingly. You shall ensure that materials provided to Chadwick Corporate Consulting Limited are free from defamatory matter and shall not infringe intellectual property or other third party rights.

### **Delay, Postponement or Cancellation**

Time is not of the essence for provision of any products or services by Chadwick Corporate Consulting Limited. Chadwick Corporate Consulting Limited will use its reasonable endeavours to meet such timings as it may agree in writing with the Client but accepts no responsibility or liability for any delay that may occur. Chadwick Corporate Consulting Limited shall not be liable for any breach of these Terms of Business or any failure or delay in providing the products or services or any part of them resulting from any event or circumstances beyond Chadwick Corporate Consulting Limited's reasonable control.

### **Third Party Rights**

Services provided by Chadwick Corporate Consulting Limited, including search reports and information services, are provided solely for your use as our client and shall not be used or relied upon by any other third party. These Terms of Business shall not be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

### **Indemnity**

You shall indemnify Chadwick Corporate Consulting Limited against all claims, liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and professional costs and expenses) arising out of a breach of your obligations under these Terms of Business. You shall indemnify Chadwick Corporate Consulting Limited against all loss, liability and cost which Chadwick Corporate Consulting Limited incurs as a result of providing you with products or services in accordance with your requirements and instructions, which gives rise to any infringement or alleged infringement of the intellectual property or other rights of any third party.

### **Liability**

Except as provided below, all conditions, warranties and representations expressed or implied by statute, common law or otherwise, in relation to the provision or non-provision of products or services by Chadwick Corporate Consulting Limited are excluded to the extent permitted by law. Except as provided below, Chadwick Corporate Consulting Limited is not liable to you in contract, tort, misrepresentation or otherwise for loss or damage, whether direct or indirect incurred by you as a result of third party claims, loss of actual or anticipated profits, loss of business opportunity, loss of anticipated savings, loss of goodwill, or any indirect, special or consequential loss or damage, howsoever caused. The entire liability of Chadwick Corporate Consulting Limited, under or in connection with the provision or non-provision of products or services by Chadwick Corporate Consulting Limited, is limited to £1,000 or an amount equal to the total fees paid by you for the products or services (whichever is the greater). Nothing shall operate to exclude or restrict Chadwick Corporate Consulting Limited's liability for death or personal injury resulting from negligence, fraud or deceit.

### **Termination**

This Agreement may be terminated by either party by giving the other party at least one calendar month's written notice. Fees due for products or services carried out or provided by Chadwick Corporate Consulting Limited prior to the termination date shall be immediately payable upon termination.

### **Law**

This Agreement shall be subject to the Laws of England and any dispute concerning it or its interpretation shall be solely adjudicated in that jurisdiction. The parties hereby irrevocably agree that the English courts shall have exclusive jurisdiction over any claim or matter connected with these Terms of Business.

### **Variation**

Chadwick Corporate Consulting Limited reserves the right to change these Terms of Business at any time. Any such variation shall be notified to you in advance. Any variation to these Terms of Business requested by you will not be effective unless agreed in writing by Chadwick Corporate Consulting Limited.

### **Severance**

If any provision of these Terms of Business shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Business which shall remain in full force and effect.

### **Notices**

Any notice given by one party to the other in connection with these Terms of Business must be in writing and may be delivered personally, electronically or by pre-paid first class post and in the case of post will be deemed to have been given 2 working days after the date of posting. Notices shall be delivered or sent to the last known address (including an e-mail address) of the parties or to any other address notified in writing by one party to the other for the purposes of receiving notices in connection with these Terms of Business. Unless you are notified otherwise, all notices to be given to Chadwick Corporate Consulting Limited shall be delivered to Bernadette Barber, Chadwick Corporate Consulting Limited, 151a Kings Road, Westcliff-on-Sea, Essex SS0 8PP.