

## TERMS AND CONDITIONS OF BUSINESS

This document details the standard terms and conditions of business of Larmer Brown Consulting Ltd (LBC)

### 1) DEFINITIONS

In these Terms & Conditions the following definitions apply:

"LBC" means Larmer Brown Consulting Limited.

"The Client" means "the client".

"Representative/ Associate means LBC resource assigned to the Client Project as detailed in the SOS.

"The Assignment" shall mean the period during which LBC is engaged by the Client to render services from the commencement date therein specified within the SOS document signed and approved by the client and a Director of LBC.

"SOS" means "Statement of Services"

References to the singular include the plural and references to the masculine include the feminine and vice versa.

### 2) THE CONTRACT

a) This document together with a signed SOS, any Licence Agreement and/or Maintenance & Support Agreement, any Premier Support Services and or Hosting Agreement and any Addendum to the Contract constitutes the Contract between LBC and the Client.

b) No variation or alteration to these Terms and conditions shall be valid unless approved in writing by a Director of LBC.

c) If any term of the contract is unenforceable, the remainder will continue to apply.

### 3) TAXES

All prices quoted are subject to Value Added Tax or Local Taxes at current rates.

### 4) PROPER LAW

The proper law governing the contract shall be English and the forum for settling any disputes under the contract shall be the English Courts.

### 5) GENERAL

The booking of any LBC Course or Service or provision of licences is regarded as an acceptance of these Terms and Conditions of Business.

### 6) TYPES OF CONTRACT

These Terms and Conditions cover the following types of Contract:

- a) Assignments
- b) Provision of Licence(s) and/or Maintenance & Support
- c) ILT (Instructor led Training)
- d) Premier Support Service (with or without Hosting)

### 7) BRIBERY AND CORRUPTION

Where applicable; the Client shall be entitled to cancel the contract and to recover from LBC the amount of any loss resulting from such cancellation if:

- a) LBC shall have offered, or given, or agreed to give to any person: any gift or consideration of any kind as inducement or reward for doing or forbearing to do, or for having done, or forborne to do any action in relation to the contract or any other contract with the Client.
- b) These acts shall have been carried out by any person employed by LBC or acting on LBC's behalf (whether with or without the knowledge of LBC).
- c) In relation to any contract with the Client that LBC or any person authorised to represent LBC shall have committed any offence under the Prevention of Corruption Acts 1889 to 1961 or have given any fee or reward, the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

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### A) CONSULTANCY/ASSIGNMENTS

#### i) PERIOD OF AGREEMENT

The duration to which these Terms and Conditions apply is as indicated on the SOS except wherein these Terms and Conditions specifically indicate otherwise.

#### ii) CONFIRMATION OF CONTRACT

Prior to the commencement of an Assignment; the Client will instruct LBC through the completion of an official Purchase Order and receipt of an authorised SOS. The Client's Purchase Order should indicate the duration, the agreed number of any development or delivery days, the products to be supplied and/or the rate agreed by both parties for the Contract, the address of any assignment and any other relevant information. LBC require a minimum of 5 days notice prior to commencement.

#### iii) OWNERSHIP OF DELIVERABLES

All materials, inventions, documentation, programs, materials, industrial or intellectual property created or developed by LBC or the Representative of LBC in the course of providing services as indicated in the SOS shall remain absolutely the property of the Client provided all outstanding Invoices for the Services and related expenses have been settled. Prior to the settlement of LBC invoices (issued in connection with the Contract) materials, inventions, documentation, programs, materials, industrial or intellectual property shall remain the property of LBC.

Any Licence restrictions imposed by a third party software provider shall be governed by the terms and conditions of that software provider and may include restrictions as to ownership of the software provided.

#### iv) OUT OF SCOPE WORKS

The SOS details the Scope of Work to be performed by the LBC Representatives. If Out of Scope Works are requested these may have an impact on the man-days estimated for the completion of the works. Requests for Out of Scope Works should be detailed in writing so that LBC can assess the requirement for additional resources. These together with any additional costs will be confirmed in writing, to the client via an Addendum to the SOS. The Addendum must be authorised by the client and supported by a new or amended Purchase Order before the Out of Scope works can commence.

#### v) CONTENT RE-RECORDING AND EDITING

Whilst every effort is made to ensure that Content is comprehensive, technically and grammatically correct, there may be instances when the Content Development Methodology instigated for the Client Project necessitates limited editing work. However unless otherwise detailed within the SOS, any extensive Re-Recording and/or Editing work resulting from System, Business Process or related changes may result in additional Man Days with additional resources required. These together with any additional costs will be confirmed in writing, to the client and will include an Addendum to the SOS. The Addendum must be authorised by the client and supported by a new or amended official purchase order before the Out of Scope works can commence.

#### vi) HARDWARE/SOFTWARE

Where LBC services are reliant on the client's software and/or hardware the LBC Representative must have unrestricted access to an agreed working environment between the hours of 8am and 6pm. In the event of a delay resulting in changes to the Project Timescales any breach of access (as indicated as a risk) within the SOS should be acknowledged by the Client as being the primary reason for delays to the project timescales.

#### vii) INVOICING AND PAYMENT TERMS

- a) LBC shall issue invoices to the Client as specified in the SOS.
- b) Invoices issued for Assignments will unless otherwise requested be accompanied by copies of approved timesheets. A summary of expenses will be provided, should copies of receipts be required these can be forwarded at the end of each calendar month.
- c) Invoices will refer to corresponding Purchase Orders issued by the Client and are payable by the Client within 30 days of the invoice date.

#### viii) WORKING CONDITIONS & DAY DURATION

The Client undertakes to ensure that working conditions comply with EU regulations. The working day will consist of 8 hours (The Daily Rate). Hours worked will cover core 9.00 am to 5.00 pm hours. In the event fewer than 4 hours are worked in any one-day, a minimum charge of 4 hours of time (at the hourly rate specified on the SOS) will be invoiced regardless of number of actual hours worked. In the event the LBC Representative works in excess

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of 8 hours in one day, the period in excess will result in an additional pro-rata hourly charge of one-eighth (1/8) the daily rate. However, if a LBC/ LBC Representative and Client mutually agree, in excess of 8 hours may be worked in one day to make up for fewer than 8 hours worked another day. In such cases, additional hours will not be charged.

### ix) DEVELOPMENT/CONSULTANCY

Development and Consultancy Assignments will not be undertaken without a fully detailed specification being created and approved in writing by both the Client and LBC. The development time may increase if additional development/consultancy is requested. Where development and/or consultancy is reliant on client's software/hardware; this must be accessible and fully functional as this could further impact the estimated duration and cost.

### x) NON SOLICITATION OF DEVELOPERS/ CONSULTANTS

The Client agrees, that it shall not for a period of one year from the final date of the last assignment with LBC; solicit or entice away either on its own behalf or in conjunction with any other or on behalf of any other person or firm any Developer or Instructor provided by LBC.

In the event that a Developer or Instructor accepts full time or part time employment or a contractual position with the Client a compensation fee equivalent to six months loss of earnings will be charged to the Client for the enticement (such rate to be decided upon by LBC at its absolute discretion). This will be invoiced by LBC forthwith and payment will be due within 30 days.

### xi) TRAVEL AND EXPENSES

All travel and related expenses are claimed in accordance with LBC Travel Policy Framework document.

### xii) LIABILITY

- a) LBC will endeavour to ensure that every effort is made by their Representatives to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability.
- b) The Client undertakes to ensure that there is sufficient Employer's Liability Insurance cover to protect the Developers/Consultants whilst employed on the Clients or any third parties premises.
- c) LBC shall indemnify the Client against any and all claims and liabilities, concerning infringement or alleged infringement of any patent, registered design, trade-mark, service-mark, copyright, or similar intellectual property rights which arise out of or in connection with the Services provided.

### xiii) CANCELLATION & TERMINATION

During the first week of an Assignment the client can request any LBC representative be released from the Assignment without charge if the LBC Representative has not met the criteria specified by the client or detailed within the SOS.

Either party may request the termination of any or all LBC Representative(s) provided two full weeks notice is received in writing by the other party. In any event termination without two weeks written notice may result in the charge of 10 man-days per Representative plus reasonable expenses

### xiv) LBC REPRESENTATIVE TRAINING

The LBC Representative(s) designated within the SOS may be temporarily reassigned for no more than one week every 4-6 weeks to attend training, assist other LBC Clients with urgent needs, or to work on other internal LBC assignments. These situations will be managed with reasonable notification and appropriate consideration given to how the time away would impact Clients' ability to meet its objectives. Temporary reassignment or training would be subject to Client agreement; prior to the event. Such agreement must not be unreasonably withheld.

### xv) RETENTION FEE

In instances whereby LBC resources are temporarily 'rolled off' a project for reasons outside of LBC control, a payment referred to herein as the 'Retention Fee' will be due each day the resource(s) is off project. Retention Fees are calculated at 40% of the daily rate of each resource rolled off.

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### B) PROVISION OF LICENCE(S) AND/OR MAINTENANCE & SUPPORT

#### i) PERIOD OF AGREEMENT

In respect of a maintenance and support agreement; the duration to which these Terms and Conditions apply is as indicated on the Licence & Maintenance Agreement except wherein these Terms and Conditions specifically indicate otherwise.

#### ii) CONFIRMATION OF CONTRACT

The Client will instruct LBC through the completion of an official Purchase Order and a signed Licence & Maintenance agreement. The Client's Purchase Order should indicate the products to be supplied and/or the rate agreed by both parties for the Contract, the delivery address whether a maintenance & support agreement is required and any other important information.

#### iii) DELIVERY

LBC will deliver to the client; on receipt of a signed purchase order and a signed Licence & maintenance Agreement; the software and the product keys and any associated product information within the timescale as stipulated on the clients purchase order.

#### iv) OWNERSHIP OF DELIVERABLES

Any Licence restrictions imposed by a third party software provider shall be governed by the terms and conditions of that software provider and may include restrictions as to ownership of the software provided.

#### v) INVOICING AND PAYMENT TERMS

- a) LBC shall issue invoices to the Client as specified in the Licence & Maintenance Agreement.
- b) Invoices will refer to corresponding Purchase Orders issued by the Client and are payable by the Client within 30 days of the invoice date.

#### vi) TRI PARTY- SOFTWARE LICENCE AGREEMENT

Whereas Larmer Brown Consulting Limited (LBC) is a certified reseller of < (software)> and in this role is authorised by < (the software manufacturer)> to sell software licenses and related maintenance and support on behalf of < (the software manufacturer)> within < (geographical territory)>.

In the provision of Maintenance and Support for the < (the client)> software under the Licence Agreement dated < (date)> between < (the client)>, < (the software manufacturer)> and LBC, < (the software manufacturer)> guarantees the provision of such services as stipulated therein will be provided by itself under the terms previously agreed between LBC and < (the software manufacturer)>. Namely, LBC is authorised to resell such maintenance and support services but does so on behalf of < (the software manufacturer)> on the basis that all guarantees and responsibilities in relation to maintenance and support of < (software)> will be the sole responsibility of < (the software manufacturer)>

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### C) INSTRUCTOR LED TRAINING

#### i) PERIOD OF AGREEMENT

The duration to which these Terms and Conditions apply is as indicated on the SOS except wherein these Terms and Conditions specifically indicate otherwise.

#### ii) CONFIRMATION OF CONTRACT

Prior to the commencement of a Training Course; the Client will instruct LBC through the completion of an official Purchase Order and receipt of an authorised SOS. The Client's Purchase Order should indicate the course title, no of delegates, location and/or the rate agreed by both parties for the Contract, the address of any assignment and any other relevant information. LBC require a minimum of 5 days notice prior to commencement of a course should any requirement be subject to change.

#### iii) SYLLABUS

In respect of Training Courses; courses are designed and accredited by the applicable third party software provider. LBC make no warranty for the content, relevance and accuracy of either the syllabus or the content. Copies of Course Outlines are available upon request.

#### iv) MONEY BACK GUARANTEE

LBC agree to refund all training charges incurred by the Client should the Client have cause for complaint regarding their delegates experience of the Training Course in relation to the current published or agreed course content. The Client is required to state their reasons for a claim in writing within 7 days of the final day of the relevant training course. LBC will not, however, be deemed liable for reimbursing training charges where, in the opinion of the Course Trainer, the Trainee who was booked on a course was not suited to the course. In this instance, the Client will be notified of the Trainees unsuitability within 3 days of the final day of the relevant training course. Where the Client is the actual Trainee, LBC will inform the Trainee prior to the completion of the course.

LBC will not reimburse any travelling charges incurred or be held responsible for any loss of earnings by the Client in the case of claim.

#### v) DOCUMENTATION

Course materials are provided for each delegate relevant to the level of course being taught. Materials are sent by courier to the course contact up to 48 hours prior to course delivery. The Client is responsible for ensuring that delegates do not copy or remove any program or associated documentation, and that Trainees do not copy in whole or in part any Course Materials acquired during the course except under the supervision of, and in accordance with the written instructions of LBC.

#### vi) COURSE/SERVICE DEFINITIONS

##### a) Open or public scheduled courses

(Instructor led training) - Courses which follow a pre-set Course Content and pre-set date. All public scheduled training courses are subject to availability and require a minimum number of delegates for the course to run. In the event of insufficient take up; wherever possible; notice will be given to the delegate in advance of the course and in the first instance an alternative date(s) will be offered with any monies paid will be refunded in the event that an alternative date cannot be agreed.

##### b) One company courses

(Instructor led training) – Courses which are restricted to one Company only which follows the pre-set Course Content. The date and location is more flexible, subject to availability of the trainer and facilities. In the event of insufficient take up; wherever possible; notice will be given to the delegate in advance of the course and in the first instance an alternative date(s) will be offered with any monies paid will be refunded in the event that an alternative date cannot be agreed.

##### c) Tailored one company workshops

(Instructor led training) – Courses which are restricted to one Company only and consists of tasks from the printed Course Content as well as any other tasks or applications requested by the Client, including bespoke applications. The content and structure to be agreed between the Client and LBC prior to commencement of training. Date and location is more flexible, subject to availability of the trainer and facilities. In the event of insufficient take up; wherever possible; notice will be given to the delegate in advance of the course and in the first instance an alternative date(s) will be offered with any monies paid will be refunded in the event that an alternative date cannot be agreed.

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### d) **Cancellation & Non Arrival**

In the event of non-arrival or cancellation of a course by the client, the client will be liable as follows:

Notification:       8-21 working days prior to course - 50% of full course fee.  
                          7 working days prior to course -100% of full course fee.

Should non-arrival or cancellation be due to sickness or what LBC deems to be 'special circumstances' the above will apply, however, a 50% transfer fee may be deducted on the subsequent rebooking of the course. Notice of any cancellation must be received in writing.

### e) **INVOICING AND PAYMENT TERMS**

(a) LBC shall issue invoices to the Client as specified in the SOS.

(b) Invoices will refer to corresponding Purchase Orders issued by the Client and are payable by the Client within 30 days of the invoice date.

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### D) SERVICE FRAMEWORKS (with or without Hosting option)

#### i) ACCOUNT MANAGEMENT

Larmer Brown Consulting will provide a dedicated Account Manager to monitor and manage the service provided. The Account Manager is also responsible for the delivery of the Monthly Service Report (MSR) and will periodically review the service with the Client. The Account Manager will also provide an escalation channel should any issues arise during the service.

#### ii) TERM & RENEWAL

Unless otherwise stated the term of the contract is 12 months from the start of the support service. A renewal notice will be sent to the Client 90 days in advance of the renewal date.

#### iii) HOSTING

The Hosting Service provided by LBC is an optional extra to the Premier Support Service Agreement. The Hosting Service is not offered independently of the Premier Support Service. It is subject to a one-off set up fee plus an annual payment; both are detailed in the Premier Support Service Agreement.

#### iv) PAYMENT

- a) The service will be invoiced annually one month in advance.
- b) Payment must be received prior to the commencement of initial Services. Non payment of Invoice may result in Support Services being withdrawn or withheld.
- c) Should annual renewal of services be required, a renewal invoice will be generated, payment of which will be required within 30 days of receipt and in any event before the renewal date of this agreement.
- d) All pricing is shown in GBP and is exclusive of VAT.

#### v) EXPENSES

- a) Larmer Brown Expenses Framework (copy available upon request) is used as basis for all claims.
- b) Travel and accommodation expenses are excluded and are charged at cost.
- c) Reasonable travelling time is not chargeable.

#### vi) OUT OF HOURS SUPPORT

Out of hours support can be provided by prior arrangement with the Account Manager to cover critical periods or assist the Client in clearing processing backlogs. The Client may be asked to contribute to this cost should sufficient Service Days not be available.

#### vii) EXTRAORDINARY RESPONSE

This Premier Support Service does not include support outside the stated hours; however this can be arranged when client requirements deem it necessary. Extra Ordinary Response is subject to the following charges:

- Saturdays @ prevailing rate x 1.5 including travel time.
- Sundays & Bank Holidays @ prevailing rate x 2 including travel time.
- Weekdays between 10:00pm and 6:00am @ prevailing rate x 2 including travel time.

#### viii) DATA PROTECTION AND NON DISCLOSURE

- a) LBC will at all times ensure that there is no disclosure of confidential information and shall at all times comply with the requirements of the Data Protection Act 1998.
- b) LBC will enter into a separate Non-Disclosure Agreement with the Client for the purpose of this Agreement.

#### ix) INSURANCE

- a) The Client will ensure that all equipment that is part of the contract will be insured as part of the Client's insurance policy.
- b) LBC undertakes to ensure that their employees whilst on the Client's property have suitable public liability cover, to cover any damage caused to the Client's tangible property.

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- c) LBC confirms public liability insurance of not less than £10 million and a copy of the insurance certificate can be provided upon request.

### x) TERMINATION

The Client may by notice in writing forthwith terminate this contract if:-

- a) LBC fails to meet the performance criteria agreed as part of the contract;
- b) LBC becomes bankrupt or makes any composition or arrangements with his creditors or shall go into liquidation voluntary or otherwise (other than for the purpose of reconstruction) or shall have a receiver appointed and the Client may recover from c0
- c) The right of termination by the Client shall be without prejudice to any other rights or remedies that the Client may possess.

### TERMS AND CONDITIONS – ACCEPTANCE

By signing this document the parties acknowledge that they will be bound by the Terms and Conditions contained herein.

Signed:

Signed:

Name (print):

Name (print):

Title:

Title:

Date:

Date: