



Standard Terms and Conditions

International Fire Consultants Limited t/a Kiwa Fire Safety Compliance

October 2025

Version 3.3

Correspondence	Registered Name and Address
Kiwa Fire Safety Compliance Ground Floor, Suite A, Building 2 Bear Brook Office Park Walton Street Aylesbury HP21 7GQ	International Fire Consultants Limited Kiwa House Malvern View Business Park Stella Way, Bishops Cleeve Cheltenham GL52 7DQ
+44 (0)1844 275500 uk.construction@kiwa.com	Company number: 02194010

Private and Confidential

This document should not be manipulated, abridged, shared with any third party, or otherwise presented without the written consent of International Fire Consultants Limited.

Standard Terms and Conditions

Oct 2025

Version 3.3



1 Interpretation

1.1 In these conditions:

“Client” means the person, firm or company who accepts a Fee Proposal of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

“Company” means International Fire Consultants Limited and its subsidiaries (registered in England and Wales under Company number 02194010).

“Conditions” means the standard terms and conditions of business set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.

“Contract” means the contract for the provision of the Services comprising the Fee Proposal and these Conditions.

"Fee Proposal" means the Company's Fee Proposal issued in writing which shall be subject to the Conditions save to the extent of any inconsistencies which will be resolved in favour of the terms of the Fee Proposal.

"Sample" means any material, item, product, or compound supplied by the Client to the Company in order that it can fulfil its obligations under the Contract.

“Intellectual Property Rights” means, but is not limited to, all patents, registered and unregistered designs, copyrights, design rights, registered and unregistered trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

"Confidential Information" means all information which a party may have or acquired before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.

"Losses" means all losses, liabilities, claims, costs, expenses, damages, actions, awards, penalties and/or fines, obligations and also includes all losses, liabilities, costs, and expenses (including legal fees on a full indemnity basis) in relation to or resulting from any demands, claims or proceedings.

“Material Policies” means the Company policies available here: [Policies and Procedures \(kiwa.com\)](https://kiwa.com)

"Price" means the price stated in the Fee Proposal, or otherwise agreed with the Client together with all other sums due pursuant to the Conditions.

“Output Material” means data, drawings, plans, reports, documents, test results and other information prepared by the Company in relation to the Services.

“Services” means the provision of consultancy, assessment, testing, results, survey, training, inspection, advice and/or other services which the Company undertakes to perform

Standard Terms and Conditions

Oct 2025

Version 3.3



or provide for the Client under the Contract.

“Writing” includes letter and electronic mail.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Basis of the Sale

2.1 The Fee Proposal constitutes an offer by the Company to provide the Services subject to the Conditions. The Company shall provide the Services and the Client shall pay for the same in accordance with any written Fee Proposal or tender of the Company which is accepted by the Client, or any written order of the Client, which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 The Company warrants that in the performance of Services and any additional services instructed, it has exercised and will continue to exercise all reasonable skill and care to be expected for the Services.

2.3 The Fee Proposal and the Conditions shall prevail over any terms or conditions contained or referred to in any correspondence, order, documentation submitted by the Client or elsewhere. Further, no condition, statement or representation contained in any advertisement, website or brochure or in any trade or promotional circular or other literature, nor the terms or conditions of any trade association or other body, or which would or might but for this sub-paragraph be implied or incorporated by custom or trade, usage, negotiations, course of dealing or otherwise shall be deemed to be incorporated in the Contract and all of the same are hereby expressly excluded from the Contract.

2.4 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Client and the Company.

2.5 The Company’s employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract, the Client acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.6 Any typographical, clerical, or other error or omission in any sales literature, Fee Proposal, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.7 If any aspect of the Services is, or is likely to become, the subject of legal or regulatory proceedings, the Client shall notify the Company in writing when requesting a Fee Proposal. Failure to disclose this information at that stage may result in the Company, at its sole discretion, declining to provide expert testimony or related Services.

2.8 The Company’s duty of care is owed solely to the Client. No third party may rely on the Services or any Output Material without the Company’s prior written consent and execution of a separate reliance agreement. The Company reserves the right to reject or charge an additional fee for granting any such reliance or collateral warranty.

Standard Terms and Conditions

Oct 2025

Version 3.3



3 Orders and Specifications

- 3.1 No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.
- 3.2 The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The Company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements at any time during the term of the Contract.
- 3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), professional fees, damages, charges and expenses incurred by the Company as the result of cancellation.
- 3.5 Any timescales stated by the Company, including the periods for performance of the Contract, are indicative and can never be considered strict deadlines. Time is not of the essence in respect to delivery of the Output Material or performance of the Services.
- 3.6 The Company does not warrant that the Services or any Output Material will achieve any particular outcome or result. The Client acknowledges that any decisions or actions taken based on the Services are made at the Client's sole discretion and risk.
- 3.7 The Client acknowledges that the Company's role is advisory only. The Client is solely responsible for making all decisions related to the implementation of the Company's advice and for any actions taken as a result of such advice.
- 3.8 Any variation to the agreed scope of the Services, including any change to drawings, design information, or project parameters, shall entitle the Company to an appropriate adjustment to the Price and delivery timescale. No variation shall be effective unless agreed in Writing by the Company.
- 3.9 Any confirmation, statement of conformity, or declaration issued by the Company shall only be provided where expressly agreed in Writing in advance. The content, scope, and format of any such confirmation or statement shall be determined solely by the Company, at its discretion, and may only be relied upon for the specific purpose and project for which it is issued.

4 Price of Services

- 4.1 The Price of the Services shall be the Company's quoted Price. Unless otherwise stated in the Fee Proposal, all prices quoted are valid for 60 days only from the date of the Fee Proposal or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.

Standard Terms and Conditions

Oct 2025

Version 3.3



- 4.2 The Company reserves the right by giving notice to the Client at any time before commencement of or during the Services, to increase the Price of the Services to reflect any increase in the cost to the Company which is due to any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 4.3 Where stated in the Fee Proposal, the Client agrees to pay reasonable travel and subsistence expenses incurred by the Company, including a 10% administration charge, unless the Fee Proposal confirms that these expenses are included in the Price.
- 4.4 Value Added Tax ("VAT") will be charged on all invoices at the rate applicable at the tax point. Where the Client is registered for VAT within the European Union (but outside the United Kingdom), the supply will be zero-rated, provided the Client has supplied the Company with a valid VAT registration number. Where the Client is established outside both the United Kingdom and the European Union, the supply will be treated as outside the scope of UK VAT, provided the Client has provided satisfactory evidence of its business status and place of establishment (such as a certificate of incorporation or equivalent official documentation). If the Client fails to provide the required VAT registration number or evidence of overseas business status, VAT will be charged at the applicable rate.

5 Obligations of Client

- 5.1 The Client shall provide with each Sample (if applicable) a unique purchase order or unique reference or unique authorisation with sufficient detail to allow the Company to identify each Sample and relate it to a specific Fee Proposal and Service and the Company shall be entitled in good faith to rely upon such purchase order or reference provided to carry out the Service.
- 5.2 Except where clause 14 applies, the Client may reproduce or copy the Output Material in the form supplied by the Company, but shall not reproduce, copy, or modify any Output Material in any altered form without the Company's prior written consent.
- 5.3 The Client shall be bound to inform the Company in writing prior to the Company carrying out any Service on a Sample that is of a dangerous or unstable nature and provide instruction on the safe handling of the Sample. For example, a dangerous or unstable Sample will include but is not limited to radioactive materials, biologically active or hazardous substances, reducing or oxidising agents, volatile organic compounds, materials considered to be toxic, harmful, corrosive, irritant, explosive, flammable, carcinogenic or reproductive hazards or materials that are dangerous to the environment.
- 5.4 The Client shall indemnify the Company from and against all Losses suffered by the Company, including, without prejudice to the generality of the foregoing, all damage to the Company's property and all claims in respect of injury to or deaths of any of the Company's employees, subcontractors or agents or of any third party, directly or indirectly arising from or in connection with the failure of the Client to inform the Company of the dangerous or unstable nature of a Sample and/or to provide adequate instruction on the safe handling of the Sample. Where the Client informs the Company that a Sample is of a dangerous or unstable nature, the Company may, in its absolute discretion, elect not to carry out the Service and to terminate the Contract whereupon the provisions of Condition 13.1 will apply, save that the Company shall have no liability for its termination of the Contract.

Standard Terms and Conditions
Oct 2025
Version 3.3



- 5.5 The Client shall arrange for all materials required by the Company for performance of the Services to be provided to the Company in good time. If any deliverables required for the performance of the Services have not been provided to the Company in good time, the Company will be entitled to delay its performance of the Services, suspend performance of the Services and/or charge additional costs (ensuing from the delay) to the Client at the Company's standard rates.
- 5.6 The Client shall arrange for any facilities to be made available to the Company free of charge, including auxiliary staff, auxiliary plant and equipment, to enable the Company to carry out the Services at the Client's site and/or to the Client's installations safely and the Client shall be liable for and shall indemnify the Company against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any employee of the Company or any loss, injury or damage to any property real or personal arising out of or during the course of the provision of the Services at the Client's sites or installations.
- 5.7 If auxiliary staff, auxiliary plant and equipment provided by the Client fails to comply with applicable health and safety laws and regulations or Material Policies, the Company reserves the right to suspend the performance of the Services and/or not to perform the Services at all. In that case, the Client will be obliged to compensate the Company for all resulting costs (including travelling expenses and travelling time), damage and loss on an indemnity basis.
- 5.8 Any failure in the performance of the Contract discovered by the Client must be reported to the Company immediately and in writing providing details of the alleged failure. If, in the sole opinion of the Company, the Client's notification has merit and the notification was made within a reasonable time period following discovery, the Company has the option (in its sole discretion), to either remedy the failure in the Services or to issue a credit note for the Services limited to the specific fees relating to the area of failure charged to the Client up until that point in time, and this shall be the Client's sole remedy in this respect.
- 5.9 The Client agrees to adhere to:
- 5.9.1 The Material Policies; as may be amended from time to time; and
 - 5.9.2 all applicable local laws and regulations, including but not limited to any laws, statutes, regulations and codes relating to anti-bribery, anti-corruption, money laundering, modern slavery and human trafficking.
- 5.10 The Client confirms that it is not the subject of any international sanctions either as a legal entity and/or any of its board members and/or any of its shareholders. In the event international sanctions apply to the Client and/or any board members and/or any shareholders, the Company will be entitled, without prejudice to any of its other rights pursuant to the Contract, to suspend performance of the Contract with immediate effect or to terminate the Contract wholly or partially, at its sole discretion, without any liability to pay any compensation.
- 5.11 In the event that the Client requests the Company to issue or provide any Output Material to a third party, or directly transfers any Output Material to a third party, such issuance, provision or transfer shall be subject to the prior written approval of the Company. The Client shall remain fully responsible for ensuring that all obligations, restrictions, and terms under this Contract are adhered to by the third party. The Client agrees to indemnify, defend, and hold harmless the Company for any claims, damages, liabilities, costs, or expenses (including reasonable attorney fees) arising from the actions of the third party in relation to the Output Material. The Client further acknowledges that any breach by the third party of the terms and conditions of this Contract shall be deemed a breach by the Client, and the Client shall be liable for any resulting consequences or damages.

Standard Terms and Conditions

Oct 2025

Version 3.3



- 5.12 The Client shall ensure that all sites are safe and that all hazards are clearly identified prior to the Company's attendance. The Company shall have no liability for site conditions, or for any delay or cost arising from unsafe or unsuitable access or conditions.
- 5.13 All test results or assessments are based on the information, samples, and conditions made available at the time of testing. The Company gives no warranty that test results or classifications will be applicable to other Samples, products, or configurations. The Client is responsible for ensuring that Samples supplied are representative of the materials used in practice.

6 Terms of Payment

- 6.1 Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the total Price of the Services under the Contract at any time after commencement of the Services.
- 6.2 Unless stated otherwise, the Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in the currency defined in the Fee Proposal. Receipts for payment will be issued only upon request.
- 6.3 If the Client fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 6.3.1 cancel the Contract or suspend any further provision of the Services to the Client with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services; and
 - 6.3.2 charge the Client interest on the amount unpaid, at the rate of 8% per annum above (Barclays Bank Plc) base rate from time to time, until payment in full is made.

7 Accuracy

- 7.1 Any Services provided by the Company comprising of but not limited to advice, data, results and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply all necessary information, data, drawings, and items necessary to the timescale required by the Company and shall arrange, at the Client's expense and risk, for the conveyance of all Samples.
- 7.2 All Output Material provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts, disciplines, and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any Services provided are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.
- 7.3 The Company shall have no obligation, following completion of the Services, to inform the Client of any subsequent changes to industry procedures, policies, or statutory requirements. The Services will be performed in accordance with the industry procedures, policies, and statutory requirements in force at the commencement of the Services, and the Company shall not be liable for any changes introduced thereafter or for any impact such changes may have on the Services previously provided to the Client.

- 7.4 The Client acknowledges that any advice, report, drawing, or other Output Material provided by the Company is prepared solely for the purposes of the specific project and instructions to which it relates and may not be relied upon for any other purpose or by any third party without the Company's prior written consent.

8 Confidentiality and Intellectual

- 8.1 Unless otherwise agreed in Writing between the Company and the Client, all property, copyright, design rights, and other intellectual property rights in the Output Material shall belong to the Company. Subject to full payment of all sums due under this Contract the Client shall have a non-exclusive, non-transferable licence to use the Output Material solely for the purpose for which the Services were provided.
- 8.2 Each party shall treat as confidential all information and Output Material designated as confidential by the other party, or which ought reasonably to be regarded as confidential, and shall not disclose such information to any third party without the prior written consent of the other party. This obligation shall not apply to information that:
- 8.2.1 is or becomes public knowledge through no fault of the receiving party;
 - 8.2.2 is required to be disclosed by law or by a competent authority; or
 - 8.2.3 was lawfully in the possession of the receiving party before disclosure.
- 8.3 Where legally permissible, the parties shall consult each other in advance of any disclosure required by law or regulation.
- 8.4 To the best of the Company's knowledge, the Output Material does not infringe the intellectual property rights of any third party; however, no warranty is given in this respect.
- 8.5 The Client shall promptly notify the Company in Writing of any actual or suspected infringement of the Company's Intellectual Property Rights, design rights or copyright in the Output Material which comes to the Client's notice.
- 8.6 The Client shall indemnify and hold harmless the Company from and against all losses, liabilities, damages, costs, and expenses arising from or in connection with any unauthorised use, reproduction, modification, or distribution of the Output Material by the Client or any third party. The Client acknowledges that any such unauthorised use may infringe the Company's intellectual property rights and accepts full responsibility for any resulting claims or damages.

9 Warranty and Limitation of Liability

- 9.1 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded.

Standard Terms and Conditions
Oct 2025
Version 3.3



- 9.2 The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 9.3 The Company shall have no liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 9.4 No liability is accepted by the Company for loss or damage howsoever caused to any Samples submitted for examination by the Client. Following examination of the Samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all Samples within 6 months of the completion of the Contract, unless otherwise required by law. All costs relating to the return or disposal of Samples shall be charged to the Client.
- 9.5 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.
- 9.6 Except as provided in clause 9.5, the Company's total aggregate liability to the Client, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Contract shall be limited to the lesser of (a) a sum equal to twice the Price payable for the Services under this Contract, or (b) £300,000 in total.
- 9.7 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damages, or other Losses of any kind whatsoever incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment, or legislation by the Client.
- 9.8 Except as required under 9.5, the Company shall not be liable to the Client, whether in Contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 9.8.1 loss of profits;
 - 9.8.2 loss of sales or business;
 - 9.8.3 loss of agreements or contracts;
 - 9.8.4 loss of anticipated savings;
 - 9.8.5 loss of or damage to goodwill;
 - 9.8.6 loss of use or corruption of software, data or information; or
 - 9.8.7 any indirect or consequential loss.
- 9.9 The Client is under a duty to mitigate any Losses howsoever caused.

Standard Terms and Conditions

Oct 2025

Version 3.3



- 9.10 The Company is only liable for the Services carried out by the Company or under its responsibility and the Company does not warrant data received from third parties if it has not been stated explicitly that these data were examined by the Company and found to be correct. However, if the Client, or a third party who acts as the Client's supplier, accepts recommendations, designs, sketches, drawings, models, specifications or other information from the Company, whether or not after its own examination, the Company is no longer liable for any damage or loss caused by the application of such recommendations, designs or specifications.
- 9.11 The Client indemnifies the Company against all third-party claims and claims for compensation with respect to certificates, recommendations, reports, designs, drawings et cetera from the Company if they have been made available to those third parties by the Client, whether or not with the Company's consent.
- 9.12 The Company is not liable for damage or loss of any nature whatsoever that was caused by the Company's reliance on incorrect and/or incomplete information provided by the Client and/or information not provided in sufficient time.
- 9.13 The Company shall have no liability whatsoever in relation to any product or item supplied by the Client who shall maintain full liability for any applicable statutory product liabilities. The Company shall not be liable for any damage caused by a product or item supplied by the Client or its use or for any costs in connection with a product recall or reworks.
- 9.14 The Company shall have no liability for the use of any Output Material (in whole or in part) for any purpose other than that for which it was originally prepared, or where it has been modified, combined, or otherwise altered without the Company's written approval.
- 9.15 The Client acknowledges and agrees that the limitation of liability contained in this clause is:
- 9.15.1 fair and reasonable,
 - 9.15.2 reflected in the level of charges and of insurance cover carried by the Company,
 - 9.15.3 just and equitable having regard to the extent of the Company's responsibility for any loss or damage suffered by the Client, on the understanding that the Client shall seek to ensure that all other consultants, contractors, and subcontractors engaged in relation to the same project accept contractual obligations to the Client on terms that are no less onerous than those contained in this Contract.

10 Publicity

- 10.1 The Company's name shall not be used in connection with the Contract for purposes of publicity, promotion or advertising without the prior written approval of The Company.

11 Non-Solicitation of Staff

- 11.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee or consultant, any person who is or was employed or engaged by the Company in providing the Services at any time during the term of the Contract or for 12 months thereafter.

- 11.2 Should the Client be in breach of clause 11.1 above, then it shall pay to the Company a sum to cover the Company's reasonable Losses in this matter.

12 Data Protection

- 12.1 The following definitions apply in this clause 12:
- 12.1.1 Controller, Processor, Personal Data, Process, Processing, Data Subject and appropriate technical and organisational measures have the meanings given in the Data Protection Legislation;
 - 12.1.2 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);
 - 12.1.3 Domestic Law: the law of the United Kingdom or a part of the United Kingdom; and
 - 12.1.4 UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 12.2 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove, or replace, either party's obligations or rights under the Data Protection Legislation.
- 12.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller, and the Company is the Processor.
- 12.4 The Client shall ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of Personal Data to the Company and/or lawful collection of the Personal Data by the Company on behalf of the Client for the duration and purposes of this Contract.
- 12.5 The Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Contract:
- 12.5.1 process the Personal Data only on the documented written instructions of the Client, unless required to do so by Domestic Law, in which case the Company shall notify the Client (unless prohibited by law);
 - 12.5.2 ensure that persons authorised by the Company to process the Personal Data are subject to appropriate confidentiality obligations;
 - 12.5.3 implement reasonable technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, having regard to the nature of the Processing and the costs of implementation;
 - 12.5.4 be entitled to transfer Personal Data outside the United Kingdom or EEA where it reasonably considers this necessary for the performance of the Services, provided that such transfers comply with the Data Protection Legislation;

Standard Terms and Conditions
Oct 2025
Version 3.3



12.5.5 notify the Client without undue delay after becoming aware of a Personal Data breach relating to the Client's data; and

12.5.6 delete or return Personal Data to the Client at the Client's written request after completion of the Services, unless retention is required by law or necessary for the establishment, exercise, or defence of legal claims.

12.6 The Client acknowledges and agrees that the Company may engage sub-processors to process Personal Data on its behalf. The Company shall ensure that any sub-processor is bound by written terms offering at least equivalent protections to those set out in this clause 12 and shall remain responsible for their performance. The Company may replace or appoint additional sub-processors at any time and shall notify the Client of any material changes. The Client shall not unreasonably object to any such appointment.

13 Events of Default, Termination, Repossession and Suspension

13.1 The Company may terminate its employment under this Contract at any time by giving 7 working days' notice in writing to the Client. On termination in accordance with this clause, the Client shall pay the Company:

13.1.1 Any amount properly due for payment under the Contract at the date of termination; and

13.1.2 A fair and reasonable proportion of the next instalment of the Fee (where relevant), together with any expenses and disbursements commensurate with the Services properly performed at the date of termination.

13.2 The Company shall notify the Client forthwith in writing if:

13.2.1 the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company;

13.2.2 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent, suspends payment, or threatens to do so or ceases to trade;

13.2.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

13.2.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client;

13.2.5 the Client ceases, or threatens to cease, to carry on business;

13.2.6 where the Client is an individual or partnership, he or any partner dies;

13.2.7 outside England and Wales anything corresponding to any of the above occurs; or

Standard Terms and Conditions
Oct 2025
Version 3.3



13.2.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client.

13.3 In all the above cases the Company may (at its discretion, and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the following:

13.3.1 Terminate its employment under the Contract and any other contract(s) with the Client with immediate effect;

13.3.2 declare immediately due, payable, and interest-bearing under clause 6.4.2. any amounts owed by the Client to the Company under any contract; or

13.3.3 suspend the provision of any Services to the Client.

13.4 The implementation by the Company of any of the provisions set out in clause 13.3 does not prejudice or affect any right of action or remedy which has accrued or shall accrue to the Company thereafter.

14 Specific Terms for the Provision of Training

14.1 The provisions of this clause 14 apply to all Fee Proposals relating to any form of training provided by the Company as part of the Services. Where any term of this clause 14 conflicts with another provision of the Contract, this clause 14 shall prevail.

14.2 The total Price for any training Services shall be invoiced in full and must be paid by the Client prior to the delivery of the training. The Company reserves the right to cancel or withhold any training until payment has been received in full.

14.3 All Output Materials and other materials provided or used by the Company in connection with the training remain the exclusive property of the Company. The Client is not entitled to copy, reproduce, distribute, modify, or use such materials for any purpose other than internal reference in connection with the training, unless expressly authorised in writing by the Company. Any unauthorised use shall constitute a material breach of this Contract.

14.4 Where applicable, the Company may, at its absolute discretion, issue certificates or other forms of accreditation to evidence attendance or completion of training. The Company does not guarantee that attendance or completion will result in accreditation, nor that any accreditation will meet the requirements of any third-party body or regulator.

14.5 The Company shall perform the training Services with reasonable skill and care and shall use reasonable efforts to ensure that the content reflects current industry standards and applicable regulations at the time of delivery.

14.6 The Company gives no warranty, express or implied, that the training or any materials provided will achieve any particular outcome, be fit for any specific purpose, or remain current thereafter.

14.7 The Client acknowledges that the implementation of the training and any decisions made based on it are the sole responsibility of the Client.

Standard Terms and Conditions

Oct 2025

Version 3.3



- 14.8 Except as expressly stated in this clause 14, the Company excludes all warranties, representations, or conditions, whether express or implied, to the fullest extent permitted by law.

15 Assignments and Sub-Contracting

- 15.1 The Company will perform the Services using its own staff. However, the Company reserves its right to sub- contract the whole or part of the work.
- 15.2 The Contract is personal to the Client which may not assign, delegate, licence, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

16 Dispute Resolution and Applicable Law

- 16.1 Any dispute or difference arising out of or in connection with this Contract may be referred, at the option of either party, to adjudication.
- 16.2 Notwithstanding clause 16.1 above the Company can refer any disputes relating to its Intellectual Property Rights, design rights, copyright, and late payment of monies due under the Contract, to the courts without having recourse to the adjudication process.
- 16.3 The Contract shall in all respects be subject to and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English courts.

17 General

- 17.1 The parties agree that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") are not intended to apply to the commencement, operation, termination or expiry of this Contract. If TUPE is alleged to apply, the Client shall indemnify and keep indemnified the Company against all losses, costs, claims, liabilities or expenses (including legal fees) arising from or connected with any employee or worker claiming to have transferred to or from the Company or any failure to comply with TUPE obligations.
- 17.2 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control, including but not limited to acts of God, strikes, lock outs or other labour disputes (whether or not relating to either party's workforce), accidents, war, national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services.
- 17.3 Any notice required or permitted to be given under this Contract shall be in Writing and delivered by hand, sent by recorded delivery, or by recognised courier service to the other party's registered office or principal place of business, or to such other address as that party may have notified in Writing. Notices may also be sent by email to the primary business contact of the relevant party, provided that evidence of successful transmission is retained. Notices shall be deemed received:
- 17.3.1 if delivered by hand, at the time of delivery;
- 17.3.2 if sent by recorded delivery or courier, at the time of signature of receipt; and

Standard Terms and Conditions
Oct 2025
Version 3.3



17.3.3 if sent by email, at the time of transmission (provided that no delivery failure notification is received).

- 17.4 No waiver by the Company of any breach of this Contract by the Client shall be deemed a waiver of any subsequent or continuing breach. Any waiver, amendment, or variation shall only be effective if expressly agreed in writing by an authorised signatory of the Company. No employee, representative, or agent of the Company has authority to grant any waiver except in writing.
- 17.5 If any provision of this Contract is held by a competent authority to be invalid, unlawful, or unenforceable in whole or in part, that provision shall be deemed deleted to the extent necessary, but the validity and enforceability of the remaining provisions shall not be affected.
- 17.6 Except as expressly provided in this Contract, no person other than the parties shall have any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The consent of any third party shall not be required for any variation, termination, or rescission of this Contract.
- 17.7 Clauses relating to confidentiality, intellectual property, limitation of liability, indemnities, and payment shall survive termination or expiry of this Contract, regardless of the reason for termination.