

1. Interpretation

In these Conditions: 'Company' means Touchpoint Change Ltd; 'Client' means the person or entity with whom the contract is made. 'Proposal' means the written proposal or quotation given by the Company to the Client. 'Fee' means the fee of the Company for providing the services as documented in the Proposal. If the specification, scope or timescale of the service alters due to client decision or action, the fee may be revised. 'Contract' means the contract between the Company and the Client for the provision of the services into which these conditions are incorporated. 'Associate' means a representative of a third party business who works with the Company to deliver the services documented in the Proposal

2. Formation of Contract

- (a) All proposals given by the Company shall be deemed to include these conditions.
- (b) No variation in these conditions shall be effective unless made in writing and signed by an authorised officer of the Company.
- (c) The employees or Associates of the Company are not authorised to make oral representations as to the services provided by the Company. If a representation is made or an opinion expressed orally which materially effects the Client's decision to place an order for the services the Client must ensure that such details are confirmed in writing by a duly authorised officer of the Company.

3. Company Agent for Client

- (a) The Client hereby appoints the Company as its agents to perform the services specified in the proposal on the Client's behalf. In the performance of the services the Company reserves the right to disclose the identity of the principal to any customer or suppliers unless otherwise agreed.
- (b) The Client shall indemnify the Company and keep the Company indemnified from and against any and all losses claims demands liabilities and expenses which the Company may incur or sustain arising out of or connected with any or all of the following:
 - (i) any representation made by the Company on behalf of the Client arising out of the material or information supplied by the Client and disseminated by the Company on behalf of the Client;
 - (ii) any product or service supplied by the Client, anything in the Client's conditions of sale or supply or the Company's appointment and performance of the services as agent of the Client.
- (c) The Company may appoint Associate(s) to undertake all or part of the services documented in the Proposal. The Associates will be under the management of the Company. The Client has the right to object to specific appointment(s), not acting unreasonably.

4. Payment

- (a) The Company may invoice from the last working day of each month for any Fees due from that month's assignment.
- (b) Invoices are payable within 14 days of receipt.
- (c) Either party reserves the right to charge interest at the rate of 8% over the Bank of England base rate on outstanding payments (in line with the Late Payment of Commercial Debts (Interest) Act 1998), from the date the payment originally falls due to the date of actual payment.

5. Cancellation

- (a) This condition applies if:
 - (i) Any sum which is due and payable by the Client to the Company remains unpaid for a period of 28 days; or
 - (ii) Unforeseen events including (without prejudice to the generality thereof) Force Majeure materially affect the commercial effect of the Contract; or
 - (iii) 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; or
 - (iv) In the reasonable opinion of the Company the credit rating of the Client is reduced.
- (b) If this condition applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract without any liability to the Client and if the services have been provided but not paid for in full the Fee shall become immediately due and payable notwithstanding any previous agreement.

6. Cancellation Charges

- (a) The Client agrees to supply the Company with such information and material as may be specified in the proposal or as the Company may deem necessary or desirable in order that the services may proceed in accordance with the time limits agreed between the Company and the Client and any failure of the Client to comply with this requirement shall entitle the Company to cancel the Contract.
- (b) The cancellation of the Contract shall be without prejudice to the rights of the Company or the Client against the other in respect of any antecedent breach of Contract.

(c) Subject to the Client paying the cancellation charges set out herein, the Client shall be entitled to cancel the contract by serving not less than 10 working days written notice on the Company for consulting services or 1 clear month for interim management services.

(d) If the Contract is cancelled for any reason other than the Company's breach of Contract the Company shall be entitled (without prejudice to damages or any other right which may be available to it) to a cancellation charge calculated if specific dates or the whole Contract is cancelled less than 10 working days prior to the agreed dates. This charge shall be a sum equal to 66% of the relevant day rates or 33% of the next 60 days Fees as specified in the Proposal, whichever smaller.

7. Introduction Fees

- (a) In the event that the Client employs or otherwise engages any person who was at any time during the period of twelve months immediately preceding the date of commencement of such employment or engagement a Company Employee, Consultant or Associate ('the Introduced Person') then the provisions of paragraph (b) shall apply.
- (b) The Client shall pay a fee equal to 25% of the total taxable emoluments or fees payable to the Introduced Person during the first 12 months of such engagement. This may be invoiced in advance notwithstanding that the engagement may be terminated early.

8. Travel and Subsistence

Where the services performed by the Company require the Company's employees, Associates or agents to travel to a location other than the Company's premises, the Company reserves the right to charge the cost of the travel and accommodation reasonably incurred in order to perform the services, with a 5% administration mark-up. Motor travel expenses will be charged at the rate operated by the Company on the date of travel.

9. Force Majeure

The Company shall not be liable to the Client or be deemed to be in breach of 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 that was due to any cause beyond the Company's reasonable control.

10. Exclusions

- (a) The Company warrants that the services will be carried out by the Company using reasonable skill and care and if it is shown to the reasonable satisfaction of the Company that the services have not been carried out in such a manner, the Company at its discretion;
 - (i) remedy such breach with all due expedition; or
 - (ii) refund the Client with or (where the Fee has not been paid) give credit for a fair and reasonable portion of the Fee to compensate the Client for the Client's direct loss suffered as a result of the Company's failure.
- (b) Either party does not exclude or limit liability for death or personal injury resulting from its negligence or that of its employees.
- (c) Subject to paragraphs (a) and (b) the Company will not be liable:
 - (i) to the Client for any direct loss damage or injury whether foreseeable or not to the Client or to the Client's property arising out of any breach of contract, negligence or breach of any duty of the Company.
 - (ii) to the Client for any indirect consequential or special loss damage or injury whether foreseeable or not to the Client or to the Client's property arising out of any breach of contract negligence or breach of any duty by the Company and in particular shall not be liable for financial loss of operating item or loss of use.
- (d) Subject to paragraph (b) each party's total liability for the provision of the services whether pursuant to the Contract or otherwise shall not exceed the sum of £250,000 or their business insurance limit if higher.

11. Intellectual Property Rights

All copyright and IPR will remain with the Company, but the Client will be granted an unrestricted license to use the provided information and materials for internal use only, once the due Fees have been paid.

12. Proper Law and Jurisdiction

The Contract shall be deemed to be made in England and the construction validity and performance of the Contract shall be interpreted in all respects by the laws of England.

13 Waiver

The rights of the Company or the Client shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

14. Severance

In the event of any of the words provisions terms and/or conditions herein contained being unenforceable or void for any reason whatsoever each word provision term or condition (including any paragraph or sub-paragraph contained herein) shall be deemed to be severable from the remaining words provisions terms or conditions and such remaining words provisions or conditions shall remain in full force and effect.

Client Signature: _____ Date: _____

Name: _____ Organisation: _____ Role: _____

Touchpoint Change Ltd: _____ Date: _____