

ASSIEM LTD - TERMS OF BUSINESS

1. The Services

- 1.1 ASSIEM will provide the Services to the Client on, and subject to, the ASSIEM Terms and the Terms of Engagement. ASSIEM will not start providing the Services until ASSIEM has received written acceptance of the Terms of Engagement by an authorised representative of the Client. By accepting the Terms of Engagement, the Client also agrees to be bound by these ASSIEM Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document). The Terms of Engagement, once signed and returned by the Client, shall, together with these ASSIEM Terms, form the contract between ASSIEM and the Client.
- 1.2 In accepting the Terms of Engagement, the Client authorises ASSIEM to proceed with all relevant preparations for providing the Services, including but not limited to purchase of materials and booking venues (if required).
- 1.3 ASSIEM shall provide Services using reasonable skill and care.
- 1.4 In providing the Services, ASSIEM shall use its reasonable endeavours to give sound advice based on the information available, but the Client will remain wholly responsible for determining matters of policy or action related to that advice.
- 1.5 The Client acknowledges and agrees that, in order for its personnel to derive benefits from the Services, such personnel will be required to make such commitment as is appropriate to the Services being provided.

2. Terms of Engagement and fees

- 2.1 The Terms of Engagement will, unless otherwise stated, remain capable of acceptance by the Client for a period of 90 days from the date thereof. The rates for fees and materials are subject to review from time to time, but ASSIEM will give one month's notice of its intention to change the charging basis for current and continuing projects.
- 2.2 The fees set out in the Terms of Engagement are based on ASSIEM's understanding of the Client's requirements as set out in the Terms of Engagement. ASSIEM reserves the right to make additional charges for:
 - 2.2.1 staff time spent in excess of those estimated in the Terms of Engagement as a result of any delays caused in delivery of the Services due to any act or omission of the Client;
 - 2.2.2 staff time spent travelling to the venue in excess of two hours in either direction;
 - 2.2.3 staff time for planning or other meetings requested by the Client in addition to those allowed for in the Terms of Engagement;
 - 2.2.4 any services or materials requested in writing by the Client that ASSIEM agrees in writing to provide and that are additional to those allowed for in the Terms of Engagement, which shall then become part of the Services.
- 2.3 ASSIEM may also charge the Client for reasonable expenses incurred by ASSIEM in the provision of the Services including, where necessary:
 - 2.3.1 travel, accommodation and subsistence;
 - 2.3.2 all bought-in goods, services and sub-contracted items referred to in the Terms of Engagement as being necessary and charged for separately from the fees quoted in the Terms of Engagement.
- 2.4 ASSIEM will issue invoices and clients will pay the invoices in accordance with the terms stated in the Terms of Engagement. If the Client delays planned progress on provision of the Services, ASSIEM reserves the right to submit interim invoices. ASSIEM will also submit invoices in respect of any additional work carried out as referred to in Clause 2.2.
- 2.5 ASSIEM reserves the right to charge the Client interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 2.6 Value Added Tax, where applicable, will be payable by the Client on all fees and expenses at the rate in force at the date of invoicing. All prices are quoted exclusive of VAT.

3. Cancellation and postponement

- 3.1 Unless otherwise specified in the Terms of Engagement, ASSIEM reserves the right to charge for events (including but not limited to courses, workshops, presentations or seminars) cancelled or postponed by the Client. Such charges will be in accordance with the following schedule (percentages refer to percent of fees

relating to the relevant event) to be paid as an administration charge:

	No of Working Days before event due to start		
	20 or fewer	10 or fewer	5 or fewer
½ or 1-day event	25%	50%	100%
Two or more days	40%	80%	100%

- 3.2 In addition, the Client will bear the full cost of any fees or expenses incurred by ASSIEM for cancellation of venues and, except in cases where the Client has paid a 100% cancellation or postponement charge, for non-returnable goods and services bought or contracted for the event or events.
- 3.3 Where an event is postponed, the Client will be liable for the full fee for that event quoted in the Terms of Engagement when eventually held, in addition to the administration charge set out in clause 3.1.

4. Copyright

- 4.1 Other than in respect of information that the Client has supplied to ASSIEM, ASSIEM shall, as between ASSIEM and the Client, own all copyright and any other intellectual property rights throughout the world subsisting in the contents of the Terms of Engagement and in all work produced by ASSIEM in the course of provision of the Services in whatever form or media (including, without limitation, the Deliverables) ("Work") unless otherwise indicated in the Terms of Engagement as "Client Materials".
- 4.2 If the Client requires ASSIEM to incorporate any material into the Work and supplies ASSIEM with such material, the Client warrants that:
 - 4.2.1 the proposed use or incorporation of such material will not infringe any third party's intellectual property rights;
 - 4.2.2 where the Client is not the owner of all copyright or other intellectual property rights in such material, the Client has received all necessary consents and licences for the proposed use by ASSIEM of such material; andthe Client will indemnify and keep ASSIEM fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of the warranty in this clause.
- 4.3 Subject to Clause 4.4, the Client agrees that it shall not copy or amend the Work or do or authorise any other act that may infringe or devalue ASSIEM's copyright or other intellectual property rights.
- 4.4 The Client may, subject to the last sentence of this clause, make a reasonable amount of copies of the Work (or part of the Work) for distribution to its own personnel and strictly for internal business purposes only. The Client shall ensure that each such copy of the Work (or part thereof) shall bear a statement acknowledging its source. The Client shall have no right to make any copies of any Deliverables on which ASSIEM does not own the copyright.

5. Sub-contractors

- 5.1 ASSIEM shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.
- 5.2 If the Client nominates sub-contractors to work with ASSIEM in the provision of the Services, the Client shall be responsible for such nominated sub-contractors. ASSIEM reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents ASSIEM fulfilling its obligations under the Terms of Engagement and these ASSIEM Terms.

6. Client's obligations

- 6.1 The Client will ensure that its staff, contractors and other suppliers co-operate fully with ASSIEM and cause no delay.
- 6.2 Whilst ASSIEM's employees or sub-contractors are working on the Client's premises, the Client will ensure the health and safety of those people. The Client will indemnify ASSIEM and keep ASSIEM indemnified against all losses, damages and expenses incurred or suffered by ASSIEM in connection with any and all claims made in respect of any injury, death or loss suffered by those employees or sub-contractors as a result of working at the Client's premises.
- 6.3 Clients will not, either during the provision of the Services or thereafter for a period of one year, directly or indirectly, offer employment or assignments to any of ASSIEM's employees or

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sub-contractors or solicit or procure their employment by any other company, organisation or individual with which the Client is connected.

7. Confidentiality and data protection

- 7.1 Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that is obtained in connection with the provision of the Services and that is clearly designated as 'confidential' or that is by its nature clearly confidential. Neither party shall use such information except in connection with the Services nor divulge it to any third party without the prior written permission of the other party.
- 7.2 The restriction in clause 7.1 does not apply to:
- 7.2.1 any use or disclosure authorised by the Company or as required by law; or
- 7.2.2 any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.
- 7.3 The Client and ASSIEM shall observe the requirements of the Data Protection Act 1998 (the "DPA"), EU General Data Protection Regulation 2018 ("GDPR") and any other applicable data privacy legislation in relation to information regarding identifiable living individuals ("Personal Data").
- 7.4 Where the Client discloses to the ASSIEM any Personal Data (including but not limited to psychometric test results, written reports, information derived from one-to-one counselling sessions, feedback or follow-up sessions, or personal development sessions), ASSIEM acknowledges that, for the purposes of the DPA and GDPR, it is the "Data Controller" in relation to those Personal Data and ASSIEM will:
- 7.4.1 not keep such Personal Data longer than is necessary to fulfil the purpose for which it was collected;
- 7.4.2 take all reasonable steps to safeguard the security of such Personal Data;
- 7.4.3 exercise discretion over the access given to such Personal Data within ASSIEM and the Client organisation;
- 7.4.4 and take all reasonable steps to ensure that those given access to such Personal Data understand and respect the need for confidentiality regarding the Personal Data.
- 7.5 The Client shall indemnify and keep ASSIEM fully indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of this clause 7.
- 7.6 The Terms of Engagement shall be treated as confidential information for the purposes of this clause 7.

8. Term and termination

- 8.1 The Contract will commence on the date that ASSIEM receives the signed Terms of Engagement from the Client and shall continue in full force and effect until the Services have been completed, subject to earlier termination pursuant to Clauses 8.2 and 8.3.
- 8.2 Either party may terminate provision of the Services immediately by notice in writing to the breaching party if the breaching party:
- 8.2.1 is in irremediable breach of its obligations or, in the case of a remediable breach, such breach has not been remedied within 14 days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or
- 8.2.2 enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which in the opinion of ASSIEM means that the Client may not be able to pay its debts.
- 8.3 ASSIEM may terminate provision of Services at any time if:
- 8.3.1 it has given the Client the agreed notice period; or
- 8.3.2 the Client attempts substantially to alter the scope or definition of the Services without ASSIEM's prior written agreement.
- 8.4 On termination, ASSIEM will be entitled to be paid all fees and expenses incurred or accrued and payable by the Client as at the date of termination or cancellation of the Services. In the case of termination by ASSIEM pursuant to Clause 8.2, the Client will be deemed to have cancelled the Services and will be liable to pay a cancellation charge as specified in Clause 3.1, if applicable.

- 8.5 On termination, each party shall immediately return to the other party all property of the other party in its custody, possession or control.
- 8.6 Clauses 3, 4, 6.3, 7, 8 and 9 shall survive expiry or termination of this Agreement howsoever caused and shall remain thereafter in full force and effect after termination.

9. Warranty and liability

- 9.1 In the event of damage to tangible physical property, where it is established that such damage to property has arisen as a direct result of the negligence of ASSIEM employees or sub-contractors while providing the Services, ASSIEM's liability shall be limited to a maximum of £1,000,000 (one million pounds) per claim or series of related claims.
- 9.2 Nothing in these ASSIEM Terms shall exclude or limit ASSIEM's liability for death or personal injury caused by ASSIEM's negligence, nor for fraud on ASSIEM's part, nor for any liability that cannot be excluded by law.
- 9.3 Subject to Clauses 9.1, 9.2 and 9.4, ASSIEM's liability arising under or as a result of the provision of the Services whether in contract, tort, breach of statutory duty or otherwise is limited to the fees actually paid by the Client to ASSIEM for such Services.
- 9.4 ASSIEM will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time of the Client.
- 9.5 Any condition, representation or warranty that might otherwise be implied or incorporated within these Terms by reason of statute or common law or otherwise is hereby expressly excluded.
- 9.6 ASSIEM has no liability to the Client if ASSIEM is unable to provide all or a part of the Services in accordance with the Terms of Engagement or otherwise as a result of circumstances beyond ASSIEM's reasonable control, including without limitation, war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe, disaster.
- 9.7 ASSIEM holds Professional Liability Insurance with world coverage via Towergate Professional Risks.

10. Waiver

No delay, neglect or forbearance by either party in enforcing any provision of the Terms of Engagement or these ASSIEM Terms shall be deemed to be a waiver or in any way prejudice any rights of that party.

11. Entire agreement

- 11.1 These ASSIEM Terms together with the Terms of Engagement constitute the entire agreement between ASSIEM and the Client in relation to the Services, and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. No amendment or other variation to these ASSIEM Terms will be effective unless it is in writing, is dated and is signed by a duly authorised representative of ASSIEM and the Client.
- 11.2 If there is any conflict between these ASSIEM Terms and the Terms of Engagement, these ASSIEM Terms will prevail.

12. Definitions

"**Client**" means the organisation contracting with ASSIEM Ltd for the provision of Interim Management or coaching services as identified in the Terms of Engagement;

"**Contract**" means the contract formed by the acceptance and return by the Client of the Terms of Engagement, and such contract shall be governed by these Terms and the Terms of Engagement;

"**Deliverables**" means those items identified as such in the Terms of Engagement (if any) to be provided by ASSIEM to the Client in the course of delivering the Services;

"**ASSIEM**" means ASSIEM Limited;

"**ASSIEM Terms**" means these standard terms of business;

"**Services**" means the work to be undertaken by ASSIEM for the Client as described in the Terms of Engagement;

"**Terms of Engagement**" means the statement provided to the Client by ASSIEM, incorporating these ASSIEM Terms, which outlines the nature of the Services, the deliverables to be provided, the fees payable and the timeframe for completion of the Services;

"**Working Days**" means Monday- Friday exc bank/public holidays.