

## **Management Consulting Standard Terms & Conditions**

In the event of any conflict between these Terms and any other document that forms part of the Contract, these Terms shall prevail.

### **1. Contract Establishment**

- 1.1 These Standard Terms and Conditions shall form part of the Contract between the client ("the Client") and Navigate Business Consulting Ltd ("the Company") for the supply of professional services set out in the Company's Proposal documents and Consulting Agreements, unless otherwise agreed in writing by Navigate Business Consulting Ltd.

### **2. Scope of Consulting Assignments**

- 2.1 The scope of each particular consulting assignment shall be individually agreed by Contract, usually by way of a Consulting Agreement.

### **3. The Service**

- 3.1 Where a timetable is referred to or set out in the Consulting Agreement or Proposal document, unless otherwise agreed, it is only intended for planning and estimating purposes.
- 3.2 Either the Client or the Company may request changes to any aspect of the services. Requests must be sufficiently detailed to assess impact on, for example, cost or timetable. Any changes must be detailed in a revised Contract agreed by both parties.
- 3.3 Regulatory framework: The Company will ensure that all services are carried out in compliance with all current legislation. Where reasonably practicable, the Company will endeavour to conduct all assignments and services in full compliance with the European Standard EN16114 for Management Consultancy Services.
- 3.4 Ethics: The Company maintains a fully independent position and commits to adhere at all times to the standards of competence, honesty, integrity and other professional behaviours defined within the Institute of Consulting's Code of Professional Conduct and Practice. The Company will declare any conflict of interest that may impair its judgement or objectivity.
- 3.5 Corporate social responsibility: The Company recognises social responsibility and will use every reasonable endeavour to consider the impacts of all activities and decisions on society and the environment.
- 3.6 Capability: The Company only accepts those assignments that it is able to fulfil in a professional manner and where applicable in accordance with the European Standard EN16114 for Management Consultancy Services. The Company will use every reasonable endeavour to ensure that the Client's needs are satisfied. If the Company has reason to believe that the agreed outcomes of the assignment will not be met within the terms of the Agreement, the Company will inform the Client of its findings and renegotiate the Agreement. This may be caused by a changed context of the assignment or the Client's operating environment.
- 3.7 Communication: Where applicable, the method of effective communication between the Company and the Client for the duration of the assignment will be agreed and detailed within the Consulting Agreement.
- 3.8 Guarantees: Where applicable, the conditions of any guarantee of the services provided by the Company will be detailed within the Consulting Agreement.
- 3.9 Ongoing evaluation and improvement: Where applicable, the details of any evaluation method for assessment of outcomes must be documented within the Consulting Agreement. Documentary evidence will be maintained to agreed standards.
- 3.10 Project management approach: Where applicable, the project management methodology and structure throughout the assignment will be detailed within the Consulting Agreement. The Company will use every reasonable endeavour to carry out the assignment in the most effective and efficient manner.

- 3.11 Project governance: Final decisions about the assignment shall be made by the Client. The Company will make all reasonable efforts to provide relevant information relating to the assignment. Project governance shall respect the terms of the Agreement that regulates the relationship between the Client and the Company.
- 3.12 Risk management: Where applicable, commercial and assignment-related risks shall be identified, analysed, assessed, prioritised, mitigated, controlled and monitored.
- 3.13 Health and safety: The Company understands and accepts its responsibilities towards others, such as clients, visitors, contractors or members of the public. All operations shall be conducted in a safe, healthy and efficient manner, as far as reasonably practicable, and as a minimum in compliance with statutory requirements, which includes the effective and systematic management of health and safety.

#### **4. Deliverables**

- 4.1 The Company shall grant the Client a perpetual non-exclusive and non-transferable licence to use, copy and modify the Copyright Data solely for the Client's internal business provided that whenever the Client modifies any Copyright Data all such references to the Company shall be removed from such Copyright Data. The Company shall not be liable for use by any person of any Copyright Data or other documents or information for any purpose other than that for which the same were prepared by or on behalf of the Company.
- 4.2 All Intellectual Property Rights in the Copyright Data shall be and become vested solely in the Company.
- 4.3 "Intellectual Property Rights" include copyrights, patents, trademarks, service marks, design rights whether registered or unregistered, trade secrets and all other similar proprietary rights.
- 4.4 "Copyright Data" means any report, document, data, design, computer software or any other material (whether written or machine readable) which is developed under the Contract.
- 4.5 The Company may retain copies for quality assurance purposes.

#### **5. Confidentiality**

- 5.1 The Company shall be obligated to maintain complete confidentiality concerning all business matters made known to the Company in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Client.
- 5.2 The Company shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the assignment, particularly concerning data on the Client's clients, unless the third party is actively involved in the delivery of the services.
- 5.3 The Company shall not be obligated to maintain confidentiality towards any person working for the Client or representatives of the Client. The Client is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality.
- 5.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of the Contract, with the exception of any duty to give evidence.
- 5.5 The Company shall be entitled to use any personal data entrusted to the Company for the purposes of the services performed. The Company shall guarantee the Client that all necessary measures will be taken, especially those regarding data protection laws.

#### **6. Client Responsibilities**

- 6.1 The Company's performance is dependent on the Client carrying out their responsibilities as set out in the Consulting Agreement or Proposal document.
- 6.2 The Client shall ensure that during the performance of the consulting assignment, organisational conditions in the Client's place of business allow the consulting process to proceed in a timely and undisturbed manner.
- 6.3 The Client shall ensure that all employees as well as any employee representation (for example trade union) provided by law, if established, are informed of the Company's consulting activities prior to the commencement of the assignment.

- 6.4 It will be necessary for the Client to manage, provide and make available all suitable information and documents necessary and reasonably required to enable the Company to provide the services. The Company will not be liable for any loss or damage arising from reliance on any information or materials supplied by the Client or from any inaccuracy or other defect in any information or materials supplied by the Client.
- 6.5 Where the Client is using third parties to provide information or support to a project, unless specifically agreed otherwise, the Client will be responsible for the management of the third parties and the quality of their input and work.
- 6.6 The Company shall not be required to work in a particular place or to keep particular working hours.
- 6.7 By signing the Contract the Client agrees to pay for the services as set out in the Proposal document or Consulting Agreement.

## **7. Fees and Payment**

- 7.1 Services may be provided on a fixed price, time or alternative charging basis. The Consulting Agreement or Proposal document will detail the applicable fees, payment schedule, expenses or other charges.
- 7.2 The Company will invoice fees for the services at monthly intervals either electronically or in paper format. Where applicable Value Added Tax (VAT) at the current rate then applicable will be added to the fees and included in the invoice.
- 7.3 The Company may require immediate payment of the first invoice as a demonstration of good faith.
- 7.4 Unless otherwise agreed in writing by the Company invoices shall be payable by the Client within thirty days of the date of the invoice. The Client must raise any queries concerning the invoice in writing within fourteen days of the date of the invoice.
- 7.5 Wherever possible, payment should be made by BACS transfer.
- 7.6 In the event that any invoiced amounts are outstanding after thirty days of the invoice date the Company reserves the statutory right to charge interest under the latest amendment of the Late Payment of Commercial Debts (Interest) Act 1998 and shall be released from the Company's commitment to provide further services to the Client.
- 7.7 All charges are inclusive of expenses unless the Consulting Agreement or Proposal document states otherwise.
- 7.8 Expenses, including travel, subsistence, goods and services purchased on behalf of the Client shall be charged at cost.

## **8. Termination of Contract**

- 8.1 The Contract will apply from the commencement date stated in the Consulting Agreement or the Proposal document or from the date the two parties sign the Contract.
- 8.2 The Contract will apply until all services and deliverables have been provided unless it is terminated earlier in accordance with the terms detailed in the remainder of this section.
- 8.3 Where applicable, and in order to achieve an orderly end to the assignment after completion of the delivery service, the Client shall approve and accept the service provided. This releases all parties from their obligations in the Agreement, except specific obligations that remain after closure, such as financial settlements of invoices, expenses, guarantees, confidentiality, intellectual property rights, non-competition, and outstanding issues.
- 8.4 An assignment may be terminated before the originally agreed service has been provided. In this case, the closure process may take place in form of a revised Agreement.
- 8.5 The Client may terminate the Contract at any time by giving no less than 30 days written notice. Where the Client terminates the Contract in this way they will pay the Company for all services provided up to the termination and for all costs necessarily incurred as a result of the early termination of the services.
- 8.6 The Contract may be terminated by either party in the event of a breach by the other of the Contract by serving notice requiring the breach to be remedied within 30 days.
- 8.7 The Company may suspend the Contract if circumstances arise that, in the Company's opinion, materially adversely affect the basis on which the Contract was entered.

- 8.8 The Client may suspend the Contract for a period of no more than 6 months in total. If following suspension of the Contract the Company is requested to resume the performance of the services the fee and the Contract period shall be adjusted to take account of any remobilisation costs and escalation in costs due to such suspension.
- 8.9 The Company may terminate the Contract if legitimate concerns exist regarding the Client's credit standing, even though insolvency proceedings have not been opened, the Client fails to make an advance payment or to furnish suitable security at the Company's request or the Company was not aware of the Client's bad financial situation when the Contract was concluded.
- 8.10 Either party may terminate the Contract in the event that the other party becomes insolvent.
- 8.11 On the termination of the Contract both the Company and the Client will return to the other any property of the other that it then has in its possession or control and the Client shall pay forthwith on demand all fees and expenses in respect of the services performed by the Company under the Contract up to the date of such termination together with all reasonable costs and expenses incurred by the Company in connection with and in consequence of such termination.

## **9. Sub-Contracting**

- 9.1 The Company shall be entitled to sub-contract to third parties, in whole or in part, the services for which the Company is responsible, only with prior agreement of the Client. Payment of said parties shall be effected exclusively by the Company. No contractual relationship of any kind shall exist between the Client and said third party.
- 9.2 The Company shall remain responsible for the performance of any services performed by its sub-contractor.
- 9.3 If the Client appoints a consultant sub-contractor, the Client will indemnify the Company for the sub-contractor's actions.
- 9.4 During the term of the Contract and for a period of three years after completion of the services or any termination thereof, the Client shall agree not to enter into any kind of business transactions with persons or organisations the Company employs to perform the Company's contractual duties. In particular, the Client shall not employ said persons or organisations to render consulting services the same or similar to those offered by the Company, unless explicit prior written consent is granted by the Company.

## **10. General Liabilities**

- 10.1 The Company undertakes to carry out the services with reasonable skill, care and diligence and if in the performance of the services the Company has discretion exercisable between the Client and a third party the Company shall exercise that discretion fairly.
- 10.2 The services provided to the Client are for the sole use of the Client and the Company shall not be liable in respect of any reliance upon the services by any third parties unless such third party has obtained the prior written consent from the Company.
- 10.3 Nothing in the Contract shall preclude the Company nor any of its directors, employees or agents taking such steps as are necessary to comply with the professional or ethical rules of any relevant professional body of which a director, employee or agent may be a member.
- 10.4 The Company holds a current Certificate of Professional Indemnity Insurance to cover any liabilities set out within these Standard Terms and Conditions arising from its professional activities.

## **11. Limit of Liability**

- 11.1 No action or proceedings under or in connection with this Agreement whether in contract or in tort, including without limitation negligence and/or breach of statutory duty or otherwise shall be commenced against the Company after the expiry of 6 months from the date of completion of the Services or such earlier date as may be prescribed by law.
- 11.2 The Client shall furnish evidence of the Company's fault and provide the opportunity to rectify said fault satisfactorily.

- 11.3 Notwithstanding anything to the contrary contained elsewhere herein the Company shall not be liable to the Client under or in connection with this Agreement, whether in contract or in tort, including without limitation negligence and/or breach of statutory duty for any loss or damage which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Contract by the Company, its servants or agents, in a sum which is greater than the total price of the associated fees.
- 11.4 Notwithstanding anything to the contrary contained elsewhere herein the Company shall not be liable to the Client under or in connection with this Agreement, whether in contract or in tort, including without limitation negligence and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Contract by the Company, its servants or agents.
- 11.5 Notwithstanding anything to the contrary contained elsewhere herein the Company shall not be liable to the Client under or in connection with this Agreement, whether in contract or in tort, including without limitation negligence and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Client may suffer by reasons outside the direct control of the Company, its servants or agents.
- 11.6 The liability of the Company hereunder for any claim or claims shall be further limited to such sum as the Company ought reasonably to pay having regard to its responsibility for the loss and damage suffered and on the basis that:
- (i) all other persons providing professional services or labour or materials plant or equipment for incorporation in the project or executing the project or any part thereof shall be deemed to have provided contractual undertakings on terms no less onerous than that set out in clause 10 of this Agreement to the Client (whether or not they have been so provided) in respect of the provision of their services or labour or materials or plant or equipment in respect of executing the project or any part thereof; and
  - (ii) there are no exclusions or limits of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause any such other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss and damage; and
  - (iii) all other parties referred to in this clause shall be deemed to have paid the Client such contribution which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage. The Client shall indemnify and hold harmless the Company from and against any claims liabilities costs and expenses in excess of the limit calculated as aforesaid.

## **12. General Provisions**

- 12.1 Neither party may assign the obligations or benefits of the Contract neither in whole nor in part without the prior written consent of the other party.
- 12.2 The Contract shall supersede all previous undertakings, representations, commitments, or agreements whatsoever, whether oral or in writing, relating to the subject matter of the Contract and shall constitute the entire Agreement between the parties.
- 12.3 If any provision or term of the Contract shall be held invalid, illegal, or unenforceable, in whole or in part such term or provision shall not form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

## **13. Notices**

- 13.1 Any notices served by either the Company or the Client shall be in writing delivered by registered post to the Registered Office of the party concerned and shall be deemed to have been received forty eight hours following the time of posting.

#### **14. Assignment**

- 14.1 Neither party shall assign sub-let or otherwise transfer any obligation or benefit under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed. Assignment shall be by absolute legal assignment only and only to a party taking over the entire role of the Company or the Client as the case may be in relation to the project.

#### **15. Governing Law and Jurisdiction**

- 15.1 The Contract shall be governed by and construed in accordance with English Law and the parties agree and accept that the Courts of England are to have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with the Contract.
- 15.2 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.