Definitions

In these Terms of Business, the following definitions apply:

**Business Day**: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges**: the charges payable by the Client for the supply of the Services.

**Terms of Business**: these terms and Terms of Business as amended from time to time.

**Client**: the person or firm who purchases Services from the Company.

**Contract**: any contract between the Company and the Client for the supply of Services in accordance with these Terms of Business.

**Intellectual Property Rights**: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Mandate**: the Client's order for Services as set out by the Client's written or verbal acceptance of the Company's quotation as the case may be.

**Services**: the services, supplied by the Company to the Client further to an agreement with the Client whether verbal or written.

**Company**: Strategic Analysis Consultants Ltd registered in England and Wales at 107-111 Fleet Street, London, EC4A 2AB with company number 07599530.

Construction.

In these Terms of Business, the following rules apply:

- a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- a reference to **writing** or **written** includes faxes and e-mails.

1. **The Terms**

These Terms and Terms of Business of Business are between Strategic Analysis Consultants Limited and the Client and are deemed to be accepted by the Client on an instruction, whether verbal or in writing, by any person with ostensible authority to bind the Client.
a. Once a mandate or instruction is given the Client agrees to notify Strategic Analysis Consultants immediately and supply copies of all relevant documentation. Failure to provide documentation shall not frustrate these Terms and Terms of Business of Business.

b. All accounts and charges are payable within 30 days of invoice.

c. Strategic Analysis Consultants Ltd reserves the right to charge interest on all invoices raised from the date of the invoice until the date of payment calculated at the current Bank of England base rate + 7% per calendar month.

d. Strategic Analysis Consultants Ltd reserves the right by concession not to charge the Client interest on the amount of any invoices if it is paid by cleared funds within 14 days of the payment date.

e. Strategic Analysis Consultants Ltd reserves the right that in the event that any one or more invoices remain unpaid longer than 30 days from the date of issue, interest at the prescribed rate, as stated in (c) shall be payable by the Client. This shall be due on all invoices then outstanding or subsequently issues without concession from their respective dates until paid in full.

f. If an employee of Strategic Analysis Consultants Ltd is engaged by the Client on a Terms of Business, permanent or self-employed basis, these Terms of Business will apply. the Client will be liable to Strategic Analysis Consultants Ltd for an introduction fee equivalent to three months of the individual's gross salary whilst employed by Strategic Analysis Consultants Ltd.

g. Strategic Analysis Consultants Ltd reserves the right to share information with other companies whether within its group or otherwise.

h. All amounts payable by the Client under these Terms of Business are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Terms of Business by Strategic Analysis Consultants Ltd to the Client, the Client shall, on receipt of a valid VAT invoice from Strategic Analysis Consultants Ltd, pay to Strategic Analysis Consultants Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

i. The Client shall pay all amounts due under the Terms of Business in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Strategic Analysis Consultants Ltd in order to justify withholding payment of any such amount in whole or in part. Strategic Analysis Consultants Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Strategic Analysis Consultants Ltd to the Client.

2. Expenses

Any expenses incurred in connection with an assignment shall be agreed at the outset or with prior written notification.

3. Intellectual property rights

a. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

b. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Client.

c. All Company Materials are the exclusive property of the Company.

4. Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under any Contract, and shall ensure that such
employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 4 shall survive termination of any Contract.

5. **Limitation of liability**

a. Nothing in these Terms of Business shall limit or exclude the Company’s liability for:
   
i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
   
ii. fraud or fraudulent misrepresentation; or
   
iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

b. Subject to clause 5.a:
   
i. the Company shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract; and
   
ii. the Company’s total liability to the Client in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £3,000.

c. Except as set out in these Terms of Business, all warranties, Terms of Business and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any Contract.

d. Strategic Analysis Consultants Ltd shall not be liable to the Client for any loss, liability, damage, costs, claims or expenses suffered or incurred by the Client arising from, or in connection with, the research or services provided by Strategic Analysis Consultants Ltd, howsoever arising. In particular the Client is responsible for complying with Section 8 of the Immigration and Asylum Act and Strategic Analysis Consultants Ltd shall not be liable for any failure to do so.

e. This clause 5 shall survive termination of any Contract.

6. **General**

a. **Force majeure:**
   
i. For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
   
ii. The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
   
iii. If the Force Majeure Event prevents the Company from providing any of the Services for more than 12 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

b. Assignment and subcontracting:
   
i. The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under any Contract and may subcontract or delegate in any manner any or all of its obligations under any Contract to any third party or agent.
   
ii. The Client shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Contract.

c. **Notices:**
   
i. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a
company) or (in any other case) its principal place of business, or sent by fax to the other
party's main fax number.

ii. Any notice or other communication shall be deemed to have been duly received if delivered
personally, when left at the address referred to above or, if sent by pre-paid first-class post or
recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by
commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if
sent by fax, on the next Business Day after transmission.

iii. This clause shall not apply to the service of any proceedings or other documents in any legal
action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance
of doubt notice given under this Contract shall not be validly served if sent by e-mail.

d. Waiver:

i. A waiver of any right under any Contract is only effective if it is in writing and shall not be
deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in
exercising any right or remedy under any Contract or by law shall constitute a waiver of that or
any other right or remedy, nor preclude or restrict its further exercise. No single or partial
exercise of such right or remedy shall preclude or restrict the further exercise of that or any
other right or remedy.

ii. Unless specifically provided otherwise, rights arising under any Contract are cumulative and do
not exclude rights provided by law.

e. Severance:

i. If a court or any other competent authority finds that any provision of any Contract (or part of
any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the
extent required, be deemed deleted, and the validity and enforceability of the other provisions of
any Contract shall not be affected.

ii. If any invalid, unenforceable or illegal provision of any Contract would be valid, enforceable and
legal if some part of it were deleted, the provision shall apply with the minimum modification
necessary to make it legal, valid and enforceable.

f. No partnership: Nothing in any Contract is intended to, or shall be deemed to, constitute a partnership or
joint venture of any kind between any of the parties, nor constitute any party the agent of another party
for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

g. Third parties: A person who is not a party to any Contract shall not have any rights under or in connection
with it.

h. Variation: Except as set out in these Terms of Business, any variation, including the introduction of any
additional terms and Terms of Business, to any Contract, shall only be binding when agreed in
writing and signed by the Company.

i. Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with
it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by,
and construed in accordance with, English law, and the parties irrevocably submit to the exclusive
jurisdiction of the courts of England and Wales.

7. Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of England and Wales, and
shall be subject to the exclusive jurisdiction of the Courts of England and Wales. To the extent possible,
the application of any law of each European Community member state is excluded from having operation
in respect of these Terms. For convenience these Terms may be translated into languages other than
English. Should any dispute arise as to the meaning of particular terms then the English version of the
Terms shall predominate over any translation.