

## TERMS AND CONDITIONS OF ENGAGEMENT

### 1. Interpretation

#### 1.1. In these Conditions:

"CLIENT" means the person named in the terms of engagement to whom Midas has agreed to provide the Specified Service in accordance with these Terms;  
"DOCUMENT" includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;  
"INPUT MATERIAL" means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;  
"MIDAS" means Midas Corporate Consulting Limited registered in England number 4742609  
"OUTPUT MATERIAL" means any Documents or other materials, and any data or other information provided by Midas relating to the Specified Service;  
"CONTRACT" means the sheet to which these Terms are appended;  
"SPECIFIED SERVICE" means the service to be provided by Midas for the Client and referred to in the CONTRACT;  
"MIDAS STANDARD CHARGES" means the charges shown in Midas's brochure or other published literature relating to the Specified Service from time to time.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2. Supply of the Specified Service

- 2.1. Midas shall provide the Specified Service to the Client subject to these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in writing by Midas and the Client.
- 2.2. The Client shall at its own expense supply Midas with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable Midas to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.
- 2.3. The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Midas shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.4. The Specified Service shall be provided in accordance with the Contract and otherwise in accordance with Midas's current brochure or other published literature relating to the Specified Service from time to time, subject to these Terms.
- 2.5. Further details about the Specified Service and advice or recommendations about its provision or utilisation which are not given in Midas's brochure or other promotional literature, can be made available on written request.

- 2.6. Midas may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.
- 2.7. Midas may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

### 3. Charges

- 3.1. Subject to any special terms agreed, the Client shall pay Midas's Standard Charges and any additional sums which are agreed between Midas and the Client for the provision of the Specified Service or which, in Midas's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2. Midas shall be entitled to vary Midas's Standard Charges from time to time by giving not less than one months' Written notice to the Client.
- 3.3. All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.4. Midas shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.
- 3.5. Midas's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 14 days of the date of Midas's invoice.
- 3.6. If payment is not made on the due date, Midas shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3 % above the base rate from time to time of Lloyds TSB Bank plc from the due date until the outstanding amount is paid in full.

### 4. Rights in Input Material and Output Material

- 4.1. The property and any copyright or other intellectual property rights in:
  - 4.1.1. any Input Material shall belong to the Client
  - 4.1.2. any Output Material shall, unless otherwise agreed in writing between the Client and Midas, belong to Midas, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.
- 4.2. Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by Midas, and all Output Material or other information provided by Midas which is so designated by Midas shall be kept

- 4.3. confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.4. The Client warrants that any Input Material and its use by Midas for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify Midas against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.5. Subject to paragraph 4.3, Midas warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party and Midas shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

## 5. Warranties and Liability

- 5.1. Midas warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where Midas supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, Midas does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Midas.
- 5.2. Midas shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 5.3. Except in respect of death or personal injury caused by Midas's negligence, or as expressly provided in these Terms, Midas shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Midas, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of Midas under or in connection with the Contract shall not exceed the amount of Midas's charges for the provision of the Specified Service, except as expressly provided in these Terms.
- 5.4. Midas 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 Midas's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond Midas's reasonable control.

## 6. Termination

- 6.1. Subject to Clause 6.3, the Client shall be entitled to terminate the Contract at any time by giving not less than 7 days' written notice to Midas.
- 6.2. Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 6.3. In the event of termination by the Client for any reason all Midas' fees shall be due and payable as set out in the Terms of Reference together with all expenses and disbursements incurred by Midas. In addition where the contract is for a time engaged service the whole of Midas fees due up to the date of termination shall be due and payable to Midas notwithstanding the termination. Midas will in such event take reasonable steps to mitigate any loss and subject to having been paid it's fees in full will rebate to the Client any saving Midas is able to achieve. The amount of such rebate shall be determined solely by Midas.

## 7. General

- 7.1. These Conditions (together with the terms, if any, set out in the Contract) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.2. A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.4. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 7.5. Any dispute or complaint in connection with the Contract or the Specified Services shall in the first instance be determined in accordance with the Midas's complaints procedure details of which can be provided to the Client.
- 7.6. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.