

Terms and Conditions For Services

1.0 DEFINITIONS

- 1.1 "AF Insights" shall mean AF Insights Ltd and includes AF Insights's legal personal representatives, successors and assigns.
- 1.2 "Proposal" shall mean the proposal or tender for Services to be provided by AF Insights to the Client.
- 1.3 "Contract" shall mean the Contract formed by the acceptance of the Proposal by the Client.
- 1.4 "Services" shall mean the training courses or direct manpower for training or consultancy or coaching to be provided by AF Insights as detailed in the Proposal.
- 1.5 "Notice" shall be deemed to be duly given from one party to the other party if it is in writing and delivered by hand at or sent by registered post to the registered office of the other party.

2.0 GENERAL

- 2.1 All Services provided by AF Insights will be subject to the following terms and conditions unless specifically overridden and agreed in writing by AF Insights.

3.0 OFFERS

- 3.1 Acceptance of the Proposal (the Contract) will deem to have taken place on the issuance by an authorised official of the Client of a purchase order or other written document or letter of acknowledgement stating acceptance of the terms and conditions contained within the Proposal.
- 3.2 AF Insights reserves the right to withdraw or amend any offers not accepted in accordance with paragraph 3.1, after 30 days of the date of the Proposal.
- 3.3 All offers, unless otherwise stated, will be based on costs, statutory obligations and conditions ruling at the date of the offer. Should any variation in such factors occur between the date of offer and the date of signing the Contract, AF Insights shall have the right to amend its price to take into account such variation.
- 3.4 If any cost to AF Insights is caused by any delays, cancellations, postponements or suspensions resulting from the Client's instructions or lack of instructions, AF Insights shall not be responsible for the Client's requirements not provided for in the offer and such additional costs will be added to the Contract price.

4.0 TIMELINESS

- 4.1 AF Insights shall make all requests to the Client for information, assistance or decisions required, in a timely fashion.
- 4.2 Subject to conditions beyond its reasonable control (including acts of omissions of the Client or third parties) AF Insights shall use reasonable endeavours to adhere to any programme agreed as part of the Contract. Where AF Insights has used reasonable endeavour, they shall not be liable for delays.

5. LIABILITIES & INSURANCE

- 5.1 **Property and Personal Injury**
Each party shall be responsible for, indemnity and hold the other party harmless against all claims, proceedings, liabilities, losses, damages, costs (including legal costs) and expenses whatsoever arising out of or resulting from personal injury, including fatal injury, to any personnel of the indemnifying party and from any loss or damage to the property of the indemnifying party or the personnel of the indemnifying party and relating to the performance of the Contract, even if the injury, loss or damage was caused by negligence of the other party or personnel of the other party. However, the foregoing shall not apply to the extent gross negligence or wilful misconduct of the other party, or personnel of the other party having caused the damage or injury.
- 5.2 **Indirect Loss and Damage**
Without prejudice to any indemnity given under the Contract, AF Insights or the Client shall not be liable one to the other for loss of profit, anticipated profit or revenue or business interruption or any other indirect or consequential loss arising out of or in connection with the Contract howsoever caused.
- 5.3 **Indemnities**
Any rights and indemnities given to AF Insights in this Article shall be deemed to include its employees, directors and agents. Any rights and indemnities given to the Client shall be deemed to include its employees, directors, agents and affiliates.
- 5.4 **Insurance**
Without limiting its obligations both AF Insights and the Client shall at their own expense, maintain adequate insurance to cover its liabilities required by law.
- 5.5 **Survival of Termination**
The provisions of this Article shall survive the termination of the Contract.

Terms and Conditions For Services

6.0 RESPONSIBILITIES & OBLIGATIONS OF THE CLIENT

- 6.1 Where it is necessary for AF Insights employees to visit the Client's premises, then the Client shall be responsible for the cost and provision of such office accommodation, furniture, telephones and other office equipment as required.
- 6.2 The Client shall give and shall procure that his/her agents, servants, consultants and contractors give such assistance as shall be reasonably required by AF Insights for the purpose of the Contract.
- 6.3 The Client shall be responsible for reviewing and amending data supplied by AF Insights as part of the Service to ensure that it is accurate, suitable and complete for its specific applications.

7.0 TERMS OF PAYMENT

- 7.1 AF Insights shall invoice in accordance with the arrangements defined in the Contract.
- 7.2 The Client shall pay all invoices issued by AF Insights within 30 days of the issue date of the invoice, unless alternative payment terms are stated on the invoice.
- 7.3 AF Insights reserve the right under the Late Payment of Commercial Debts (Interest) Act 1998 to apply interest daily to invoices that are outstanding after 30 days from the invoice date.
- 7.4 Interest shall be charged at 8% above the Bank of England base rate annually on the 30th day from the original invoice date.
- 7.5 Interest shall be calculated on the sum of the invoice multiplied by the interest rate (8% above the Bank of England base lending rate) divided by 365 (to give daily rate) multiplied by the number of days the invoice payment is late.
- 7.6 In addition, a late payment administration charge of £75.00 will be added per invoice.

8.0 TAXATION PROVISION

- 8.1 The Contract price is deemed to be exclusive of Value Added Tax.

9.0 TERMINATION

- 9.1 In the event of a breach of this agreement by either party, the other party may give two weeks Notice of its intention to terminate the Contract, setting out the acts or omissions that the Client relied upon as evidence of such a breach. If the other party does not take expeditious steps to repair the breach during the Notice period, it may forthwith on the expiry of the notice period, terminate the Contract by a further Notice.
- 9.2 Either party may terminate the Contract in the event of insolvency. The other party must give notice of termination to the other party.
- 9.3 In the event of termination by AF Insights due to the breach of this agreement by the Client, the Client shall pay to AF Insights a sum for loss and costs that may reasonably be attributed to the breach of the agreement by the Client. The amounts so due shall not prejudice the rights of either party to any other remedies.
- 9.4 In no circumstances would a refund of the Services fees become due.
- 9.5 If any of the provisions of this document are found to be unenforceable, then the remainder of the Terms and Conditions remain in place.

10.0 FORCE MAJEURE

- 10.1 No failure or omission by AF Insights to carry out any of the stipulating conditions or obligations to be performed under the Contract shall, except as may expressly be agreed by both parties, give rise to any claim against or be deemed to be a breach of Contract if such failure or omission arises from causes beyond the reasonable control of AF Insights (including acts of omissions of the Client or third parties).

11.0 CONFIDENTIALITY

- 11.1 AF Insights, its employees, subcontractors and agents hereunder agrees to keep confidential and not to use, nor disclose to any third party, any information or operating data derived from the Client in connection with the Contract. Such obligation shall continue in full force and effect during the term of and after the termination of the Contract provided. However, any information or operating data which was in the possession of AF Insights prior to the disclosure to AF Insights by the Client, or which is or shall lawfully become part of the public domain, or which shall otherwise lawfully become available to AF Insights from a source independent of the Client, shall not be subject to such restrictions.
- 11.2 The Client shall maintain full secrecy and confidentiality on all matters not in the public domain concerning or arising from the Contract or the tendering thereof unless written permission is obtained from AF Insights.

Terms and Conditions For Services

12.0 COPYRIGHT

12.1 The copyright in all proposals, reports, calculations and other documents, software programs and supporting information (hereinafter termed 'intellectual property') prepared by AF Insights in connection with the Contract shall remain vested in AF Insights.

12.2 Subject to AF Insights having received payment for all fees and disbursements properly due under the Contract, the Client shall have the right to copy and use such intellectual property for purposes directly related to the Services.

12.3 The Client shall not make copies of such intellectual property nor shall he/she use the same in connection with any other works or for any other purpose, nor pass them to any third party without the prior written approval of AF Insights and upon such terms as may be agreed by AF Insights.

13.0 ARBITRATION

13.1 All disputes, differences or questions arising at any time between AF Insights and the Client concerning the terms of any Contract or in any way connected therein, which cannot be settled by mutual agreement, shall be referred to a single arbitrator who shall be agreed between the two parties.

14. LAW

14.1 Scottish law will govern this agreement and both parties hereby submit to the exclusive jurisdiction of the Scottish Courts.