

Standard Terms & Conditions

The following terms and conditions shall apply to all work undertaken by Harvey Ashby Limited (hereafter referred to as 'HAL'). Any and all variations must be specifically agreed to by HAL and its Client in writing.

Services

HAL will use all reasonable skill and care in the performance of its services to its Client.

HAL will make all reasonable efforts to comply with any timetable agreed with its Client and will report its progress to the client as agreed with the client or as regularly as may be appropriate.

HAL may engage or use consultants or other contractors to assist in providing the services for which it has been engaged.

Conflict of Interest

It is the practice of HAL to ensure that any instructions do not give rise to any conflict of interest before such instructions are accepted. In the event that any unforeseen conflict becomes apparent, HAL will immediately advise the Client and seek to resolve the conflict.

Confidentiality

HAL will keep confidential all information and documents provided to it by the client save to the extent that such information and documents are already in the public domain or where disclosure by HAL is required to comply with the order of a competent court of law.

Obligations of Client

The Client will provide HAL with all documents, information and assistance required to perform its services.

The Client will ensure that any of their facilities used for meetings with HAL or by HAL personnel shall be safe.

The Client will pay HAL's fees and expenses (plus UK Value Added Tax, if applicable) in accordance with these Terms & Conditions.

Charges and Payment

HAL will render invoices upon completion of the services or as otherwise agreed with the Client.

Unless otherwise agreed in writing, HAL's fees are charged on a time basis using the HAL's standard charge-out rates current at the time that the invoice is issued. All expenses are charged at cost. HAL's invoice will be accompanied with a list of time spent with explanation.

Invoices are payable within 30 days of receipt by the Client. If payment is not received within 30 days, HAL reserves the right to suspend its services to that Client and to charge interest from the date of the invoice until the date of payment at 3% per annum above the Bank of England Base Rate.

If any part of an invoice is disputed, the undisputed part of the invoice shall be paid pending resolution of the dispute.

Clients Funds

All funds held by HAL on behalf of or for the account of others are held in separate designated client accounts or a general client account. Any interest earned on these funds will be used to defray bank charges and any balance will be due to those that deposited the funds.

Termination

Unless otherwise agreed in writing with the client the services provided by HAL will terminate upon payment of HAL's final invoice. However, the Client may terminate the services at any time by giving HAL seven days notice and their only obligation thereafter will be to pay HAL's final invoice.

Notwithstanding the foregoing, HAL may terminate its services if:

1. The Client fails to pay HAL's invoices when due,
2. The Client is unable to pay its debts or has an administrator or liquidator appointed, or
3. The Client is in breach of these Terms & Conditions and has failed to correct any breach of which it has been advised by HAL.

Complaints Procedure

If the Client has any complaint in relation to the performance of HAL, it should be referred to an independent umpire acceptable to both HAL and the Client who will investigate and seek to resolve the complaint.

Liability

HAL's liability to the Client is limited to direct loss suffered as a result of HAL's negligent performance of its services. HAL shall have no liability for any indirect or consequential loss, including but not limited to loss of profits (whether direct or indirect) and goodwill. In any event, HAL's liability shall be limited to the sum of ten times its fees, excluding expenses and applicable taxes, or GBP200,000 whichever is the higher.

Law & Jurisdiction

These Terms & Conditions are subject to the laws of England & Wales and any dispute between HAL and its Client which cannot be resolved amicably will be subject to the exclusive jurisdiction of the Courts of England & Wales.

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