



TERMS OF BUSINESS - KERRY DALZELL & ASSOCIATES LIMITED

1. GENERAL

- 1.1 All services are carried out on the basis of the following Terms and Conditions, unless otherwise agreed in writing.
- 1.2 The Project Aims, Estimated or Quoted Price and Completion Date may be set out in a separate Job Workscope.

2. QUOTATIONS & ESTIMATES

- 2.1 A Quotation for supply of services is valid for 30 days from date of issue.
- 2.2 When an Estimated Price is provided and it appears likely to Kerry Dalzell & Associates Limited (“KDA”) that the Estimate will be exceeded, then KDA will advise the Client who shall have the option to either terminate the Contract, or to negotiate an additional fee for completion of the work.
- 2.3 Where an Estimated Price cannot be given, services shall be performed on an hourly rate basis plus disbursements by agreement.

3. PERFORMANCE

- 3.1 KDA shall perform independent consultancy services on a “without fear or favour” basis.
- 3.2 KDA will use its best endeavours to achieve the Project Aims at the agreed price and within an agreed timeframe.
- 3.3 KDA does not warrant that the Project Aims can be met, but KDA will notify the Client promptly if it concludes that it cannot or is unlikely to achieve them. Failure to achieve Project Aims shall not affect liability to pay for services provided by KDA.
- 3.4 KDA shall not be liable for any delays attributable to circumstances beyond its control, such as the non-performance of other Contractors, or Suppliers of goods or services.

4. PAYMENT

- 4.1 Payment of all services is due strictly by the 20th of the Month following the date of issue of Invoice.
- 4.2 In case of Projects that are greater than one month in duration, invoices may be issued on a monthly basis by previous agreement.
- 4.3 If any payment is overdue KDA may withhold or suspend supply of services until such payment is made, without being liable for any consequent loss suffered by Client.
- 4.4 In the event of payment being overdue KDA may charge penalty interest on any outstanding balance at the rate of 2.5% per month or part thereof. Overdue accounts will, at the discretion of KDA, attract without

limitation agency collection costs, expenses and all legal fees.

5. CONFIDENTIALITY

- 5.1 KDA shall keep in confidence all confidential information it has received from the Client in order to carry out the Project Aims
- 5.2 KDA shall keep the results of work undertaken on behalf of, and paid for by the Client, as confidential to the Client.
- 5.3 Disclosure will not breach clause 5.2 to the extent that it may be required by law or to the extent that it is known in the public domain.
- 5.4 The use of the name “Kerry Dalzell & Associates Limited” in conjunction with any marketing of goods or services requires the prior written approval of the Principal of KDA.

6. OWNERSHIP

- 6.1 Property in any goods provided pursuant to these Terms of Business shall pass to the Client only on the full performance of the obligations of the Client, including the payment of all amounts payable to KDA.
- 6.2 All intellectual property that arises out of or in the course of provision of the services shall be the exclusive property of KDA.

7. LIABILITY & INDEMNITY

- 7.1 Except for the express warranties contained herein KDA shall be under no liability in respect of the provision of services under any contract subject to these Terms of Business.
- 7.2 KDA shall not be responsible for any special, indirect, incidental or consequential damages, nor for any loss of profits or injury, arising from the provision of the services.
- 7.3 The Client shall indemnify KDA against all liability of whatever kind arising from the Client’s use of the services supplied by KDA.

8. TERMINATION

- 8.1 The Project shall terminate either;
 - a) upon completion of the Project Aims by KDA and payment by the Client, or
 - b) upon mutual agreement of the parties.

9. CLIENT ACCEPTANCE

I have read and understand the terms of business above and agree to abide by these terms.

.....Signature

.....Full Name