



Terms and Conditions for Supply of Services from Auxil Ltd

1. Definitions

In this document the following words shall have the following meanings:

1.1 Agreement means these Terms and Conditions together with the terms of any applicable service specification;

1.2 Customer means the organisation or person who purchases services from the company,

1.3 Intellectual Property Rights means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 Service Quotation means a proposal, specification or other similar document describing the services to be provided by the Company;

1.5 Company means Auxil Ltd, Malvern View, Old Gloucester Road, Staverton, Cheltenham GL51 0TG. Company No. 08946260, VAT no. 185454188.

2. General

2.1 These Terms and Conditions shall apply to all contracts for the supply of services by the Company, to the customer.

2.2 Before the commencement of the services the Company shall submit to the customer a Service Quotation which shall specify the services to be performed and the fees payable. The customer shall notify the Company immediately if the customer does not agree with the contents of the service specification. All service specifications shall be subject to these Terms and Conditions.

2.3 The Company shall use all reasonable endeavors to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3. Fees and Payment

3.1 The fees for the performance of the services are as set out in the service specification. The Company shall invoice the customer for the services in arrears.

3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Company shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4% (four percent) per annum above the base rate of Bank of England. In the event that the customer's procedures require that an invoice be submitted against a purchase order to payment, the customer shall be responsible for issuing such purchase order before the services rendered.



4. Customers Obligations

4.1 To enable the Company to perform its obligations under this Agreement the customer shall:

4.1.1 co-operate with the Company;

4.1.2 provide the Company with any information reasonably required by the Company;

4.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

4.1.4 comply with such other requirements as may be set out in the Service Quotation or otherwise agreed between the parties.

4.2 The customer shall be liable to compensate the Company for any expenses incurred by the Company as a result of the customer's failure to comply with Clause 4.1.

4.3 Without prejudice to any other rights to which the Company may be entitled, in the event that the customer unlawfully terminates or cancels the services agreed to in the service specification, the customer shall be required to pay to the Company as agreed damages and not as a penalty the full amount of any third party costs to which the Company has committed and in respect of cancellations on less than five working days written notice the full amount of the services contracted for as set out in the service specification, and the customer agrees this is a genuine pre-estimate of the Company's losses in such a case. For the avoidance of doubt, the customer's failure to comply with any obligations under Clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.

4.4 In the event that the customer or any third party, not being a sub-contractor of the Company, shall omit or commit anything which prevents or delays the Company from undertaking or complying with any of its obligations under this Agreement, then the Company shall notify the customer as soon as possible and:

4.4.1 the Company shall have no liability in respect of any delay to the completion of any project;

4.4.2 if applicable, the timetable for the project will be modified accordingly;

4.4.3 the Company shall notify the customer at the same time if it intends to make any claim for additional costs.

5. Alterations to the Service Quotation

5.1 The parties may at any time mutually agree upon and execute new service specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the service quotation, which shall reflect the changed services and fees and any other terms agreed between the parties.



5.2 The customer may at any time request alterations to the Service Quotation by notice in writing to the Company. On receipt of the request for alterations the Company shall, within 5 working days or such other period as may be agreed between the parties, advise the customer by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.

5.3 Where the Company gives written notice to the customer agreeing to perform any alterations on terms different to those already agreed between the parties, the customer shall, within five working days of receipt of such notice or such other period as may be agreed between the parties, advise the Company by notice in writing whether or not it wishes the alterations to proceed.

5.4 Where the Company gives written notice to the customer agreeing to perform alterations on terms different to those already agreed between the parties, and the customer confirms in writing that it wishes the alterations to proceed on those terms, the Service Quotation shall be amended to reflect such alterations to proceed on those terms, the Service Quotation shall be amended to reflect such alterations and thereafter the Company shall perform this Agreement upon the basis of such amended terms.

6. Warranty

6.1 The Company warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

6.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Company.

7. Indemnification

The customer shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly from the customer's breach of any of its obligations under this Agreement, including any claims brought against the Company alleging that any services provided by the Company in accordance with the Service Quotation infringes a patent, copyright or trade secret or other similar right of a third party.

8. Limitation of Liability

8.1 The entire liability of the Company to the customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the customer to which the claim relates.

8.2 In no event shall the Company be liable to the customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably



foreseeable or the Company had been made aware of the possibility of the customer incurring such a loss.

9. Termination

9.1 Any Agreement shall have effect from the date of its execution as per the title page and shall remain in force until termination by the Customer as provided for below.

9.2 Any agreement shall continue in effect from the Commencement date or the date of agreement amendment and shall be renewable on the agreed date unless either party terminates the agreement by giving at least one months prior written notice to the other party, such termination to take effect at the expiry of the initial period or at any time thereafter, subject to clause 16 and any alternative provisions for termination in clause 9.3.1 to 9.3.5 below.

9.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

9.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

9.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

9.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

9.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

9.3.5 the other party is declared insolvent, or convenes a meeting of or makes or propose to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

9.3.6 for annual contracts - clients please note that your service is on a rolling basis and that it will continue until you instruct us otherwise in writing, cancellation requires one months' notice. Please note that all documentation provided as part of this contract remains the property of Auxil Ltd and may only be used during the contract period.

10. Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Company, and the customer shall do all that is reasonably necessary to ensure that such rights best in the Company by the execution of appropriate instruments or the making of agreements with third parties.



11. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question

12. Independent Contractors

The Company and the customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the customer and such engagement shall not relieve the Company of its obligations under this Agreement.

13. Assignment

The customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.

14. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15. Waiver

15.1 The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

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

16. Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Quotation or such other address such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved to be deemed to be served on receipt of an error free transmission report, if



given by letter shall be deemed to have been served at the time at which the letter was delivered in the ordinary course of post.

17. Entire Agreement

17.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

17.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract). Nothing in this condition shall limit or exclude any liability for.

18. No Third Parties

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. Law and Jurisdiction

19.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales