

Terms of Business of CSV UK Limited ('CSVuk')

1. CSVuk Services

CSVuk will provide services as agreed in a Letter of Engagement / Quotation, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care. As an independent professional, CSVuk will not be subject to direction or control, and itself accepts the responsibility for the proper provision of Services. CSVuk is responsible for maintaining reasonable continuity in personnel providing Services on its behalf but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and CSVuk remains responsible for Services performed by any individual on its behalf.

2. Consultancy

2.1 CSVuk's obligation to provide CSVuk Services shall be performed by one or more worker(s) of CSVuk as CSVuk may consider appropriate ("the Worker(s)"), subject to the Client being reasonably satisfied that the Worker(s) has the required skills, qualifications and resources to provide CSVuk Services to the required standard.

2.2 CSVuk has the right, at its own expense, to enlist additional or substitute workers in the performance of CSVuk Services or may, sub-contract all or part of CSVuk Services, provided that CSVuk provides details, whenever requested to do so, of the substitute or sub-contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Workers or any such sub-contractor has the required skills, qualifications, resources and personnel to provide CSVuk Services to the required standard.

2.3 Where CSVuk provides a substitute or sub-contracts all or part of CSVuk Services pursuant to clause 2.2 above, CSVuk shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between CSVuk and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of CSVuk under the terms of the engagement and CSVuk shall remain responsible for the acts or omissions of any such substitute or sub-contractor.

2.4 CSVuk shall take all reasonable steps to avoid any unplanned changes of Worker assigned to the performance of CSVuk Services but if CSVuk is unable for any reason to perform CSVuk Services CSVuk should inform the Client as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2 above.

2.5 In the event that CSVuk is unable to supply either the original personnel or acceptable substitutes or sub-contractors for a period of one week or more then the Client is entitled to terminate the engagement forthwith upon written notice.

3. Copyright and Intellectual Property Rights

'Deliverable' means a work produced by CSVuk in the course of Services for delivery to the Client. Where pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Client upon payment of all fees due to CSVuk which relate to that Deliverable, and CSVuk will execute a formal assignment thereof on request by the Client.

4. Charges and Payment

4.1 Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Client fails to operate correctly (save where the engagement itself is for the repair thereof).

4.2 All sums due shall be invoiced and paid as specified in the Letter of Engagement / Quotation. The Client will pay CSVuk's invoices within 30 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, CSVuk may invoice monthly.

4.3 If any of CSVuk's invoices becomes overdue, CSVuk may suspend provision of Services, and any agreed timescale will be automatically extended; CSVuk may also terminate an engagement at any time when any payment is more than 7 days overdue.

5. Liability

CSVuk is not liable for any loss or damage in excess of the higher of (a) £100,000, and (b) 125% of the total fees payable in respect of an engagement, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

6. Termination

Either party may terminate any engagement by one month's written notice to the other, or by immediate written notice if the other is in material breach or if the other becomes insolvent.

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7. Non-poaching of staff

Neither party will engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner, or sub-contractor of the other and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.

8. Terms

A contract for an engagement formed on the basis of a Letter of Engagement / Quotation referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

9. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

10. Status

The Client is a client of a business undertaking carried on by CSVuk, and it is not the intention of either to create or allow to arise any employee/employer relationship.

11. Mutuality of Obligation

11.1 The Client is under no obligation to offer further contracts or services to CSVuk nor is CSVuk under obligation to accept such contracts or services if offered. CSVuk is not obliged to make its services available except for the performance of its obligations under these terms. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.

11.2 The Client acknowledges and accepts that CSVuk is in business on its own account and CSVuk shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of any engagement.

12. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.