

## TERMS AND CONDITIONS OF CONTRACT

- 1) i) In these Terms and Condition of Contract:

**CRS** means Corporate Risk Systems Limited (Registered Number 3773262) and its subsidiary businesses including Henderson Risk Management (HRM);

**CRS Materials** means all materials, information, documents, property or data of any kind in whatever form and on whatever media held (whether physical, printed, digital or otherwise) including: training manuals, course notes, know-how, specifications, graphics, text, literature, drawings, diagrams, photographs, reports, advice, ideas, concepts, techniques, processes, procedures, structures, records, manuals, handbooks, briefing guides, reports;

**Client** means the client of CRS for whom Services are being carried out pursuant to the Contract;

**Conditions** means the CRS terms and conditions of contract as set out herein;

**Contract** means the entire contract for the carrying out of the Services between CRS and the Client and incorporating the Conditions;

**Intellectual Property Rights** means all or any registered or unregistered intellectual property rights in any part of the world, including patents, design rights and registered designs, copyrights, database rights, topography rights, trade marks, and service marks, domain names, know-how, rights in invention, designs and ideas, and right to confidence, together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights, in each case for the full period of such rights and all extension and renewals of such;

**Proposal** means the CRS proposal to the Client upon which the Contract is based;

**Services** means all the services (excluding software) to be carried out by CRS for the Client pursuant to the Contract and as set out in the CRS Proposal, or as varied as in 3) i);

  - (ii) Acceptance of our Proposal for Services implies acceptance of these Conditions.
  - (iii) Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 2) These Conditions constitute the terms of the Contract and shall prevail to the exclusion of any terms or conditions of the Client conflicting therewith.
- 3) i) Unless otherwise stated in a Proposal, fees are charged according to the actual time incurred for preparation, reading, travel, site work, training, report writing and associated activities as defined by the requirements of the project set out in the Proposal. Expenses where referred to in the Contract include all reasonable expenses incurred in the execution of the Services, including certification fees. Travel will be charged at business class rate or equivalent. Car miles will be charged at Inland Revenue recognised rates. Should the nature, scope or duration of the Services to be provided change before, during or after the Contract, then any fees and expenses noted in the Proposal are also subject to change.
  - ii) Unless otherwise stated, Proposals are valid for 60 days.
  - iii) Whilst CRS will make every effort to meet any dates noted in the Proposal, it reserves the right to vary this and will endeavour to notify the customer in advance of any changes.
  - iv) Fees quoted are subject to change by 30 days notice by CRS of its intention to apply such a change.
- 4) i) In the event of loss of or damage to physical property arising from the negligence of CRS, any liability of CRS shall be limited to the cost of replacement of the property suffering damage or to the cost of rectification of such damage whichever is the less, provided always that the total liability of CRS shall not exceed GBP1M in respect of any claim or series of claims arising out of one occurrence.
  - ii) CRS shall not be under any liability for loss or damage howsoever caused unless written notice from the Client is received by CRS at its Registered Office within 30 days of the occurrence of the loss or damage or the Client becoming aware of the occurrence whichever is the sooner.
  - iii) Except as provided in i) and ii) above, CRS shall not be liable for any loss of or damage to property nor for any consequential or economic or other losses of any kind howsoever caused.
- 5) The Client acknowledges that all Intellectual Property Rights in and to the CRS Materials, shall be and shall remain 'CRS' absolute property forever.
- 6) CRS permits the Client to use the CRS Materials for the purposes of using the Services provided under this Contract, and CRS grants the Client a non-exclusive licence to use and reproduce the CRS Materials for this purpose only.
- 7) All Services provided under this Contract will be carried out in a professional manner, employing suitably qualified personnel.
- 8) Where the Services include the assessment of risks, CRS will take into account risk factors of which it is aware at the time of the consultant's visit(s). It should be noted that there might be other not reasonably identifiable factors that may be relevant or other matters, which in the opinion of the consultant do not constitute risks in the context of the report. In preparing reports, CRS may suggest improvements, which in its opinion will reduce risks. It should not be inferred that other risks could not be reduced or further controlled, or that identified risks could not be reduced further by other measures or in other ways.
- 9) If Services are cancelled by the Client, CRS in its discretion is entitled to invoice for 50% of the applicable fee where cancellation is within 28 days of the agreed date, and for 100% of the applicable fee where cancellation is within 14 days of the agreed date. Additional course transfer and/or exam fees may also apply.
- 10) All invoices are issued for payment within 30 days, or before the first day of a training course whichever comes first, unless otherwise agreed in writing.
- 11) The Client will:
  - i) Provide access to all relevant sites and ensure that CRS is provided with all reasonable facilities, documents and access to its staff to enable it to provide the Services.
  - ii) Give reasonable notice when CRS is required to carry out any part of the Services.
  - iii) Ensure invoiced payments are made promptly and on time according to the Conditions.
- 12) Any obligation upon CRS to provide the Services shall be suspended during such time as the capacity to provide the same is prevented or hindered by reason of any act of God, strike or other industrial action or other causes beyond CRS control.
- 13) i) Either party may terminate this Contract by 60 days notice in writing to the other party at the address shown overleaf, and in such event, fees earned by CRS for services rendered up to the date of cancellation shall be payable immediately.
  - ii) Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and in particular but without limitation the right to recover damages against the other and all provisions which are expressed to survive the Contract shall remain in force and effect.
- 14) A fee will be charged by CRS to the Client for any employee or associate consultant of CRS who is engaged by the Client, or any of his customers, as an employee or contractor in any capacity within one year of any Services provided to the Client by that employee or associate consultant.
- 15) Clients agree to allow CRS to use their organisation name(s), feedback comments, and/or photograph(s) taken during training courses in publicity and marketing materials, unless the contrary is expressed in writing.
- 16) Nothing in this Contract shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than CRS or the Client including without limitation rights under the Contracts (Rights of Third Parties) Act 1999.
- 17) Compliance with all statutes, regulations or other standards remains fully the responsibility of the Client at all times.
- 18) i) This Contract shall be governed by and construed in accordance with English Law and be subject only to the jurisdiction of English Courts.
  - ii) The Contract shall not be amended or supplemented except in writing signed by duly authorised representatives of both parties.
- 19) Any notice required to be sent under these Conditions or associated Contract will be properly served if sent by First Class Recorded or Registered Delivery post to Corporate Risk Systems Limited at our Registered Office as follows: Trueman House, Capitol Park, Leeds, LS27 0TS, UK.