

These Terms of Business together with any Work Plan (meaning any document produced by Beaumont Watson Consulting Limited a company incorporated in Scotland with company number SC494537 and registered office address at 15 Elm Walk, Bearsden, East Dunbartonshire, G61 3BQ (the "Consultant Company") entitled "Work Plan" or where no such work plan exists any other document or series of documents issued by the Consultant Company setting out the scope of services to be provided and the fees for such services) set out the terms on which the "Consultant Company" will provide the services to you ("the Client")

1. TERM OF ENGAGEMENT

- 1.1. The Client shall engage the Consultant Company and the Consultant Company shall provide the services described in the Work Plan (the "Services") in accordance with these Terms of Business.
- 1.2. In the event that these Terms of Business are not signed by the Client but services commence upon instructions from the Client these Terms of Business will be deemed to have been accepted and apply to all work undertaken by the Consultant Company for the Client to the exclusion of any other terms.
- 1.3. The appointment of the Consultant Company shall commence on the date set out in the Work Plan or where no Work Plan exists the date the Consultant Company commences the provision of Services to the Client (the "Commencement Date") and shall continue until the Services are completed unless terminated earlier in accordance with these Terms of Business.
- 1.4. This agreement may be terminated by either party giving to the other not less than 2 weeks' prior written notice.
- 1.5. Either Party may terminate this agreement immediately by serving notice in writing to the other party where the other party
 - 1.5.1. is in breach of these Terms of Business and fails to remedy such breach within 7 days of receipt of a notice requesting such breach to be remedied; or
 - 1.5.2. makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to it.

2. DUTIES AND OBLIGATIONS

- 2.1. The Consultant Company shall use reasonable endeavours to make available to the Client the individual named in the Work Plan (the "Consultant") to provide the Services so far as possible but reserves the right to may appoint a suitably qualified and skilled substitute or sub-contractor to perform the Services instead of the Consultant.
- 2.2. Unless it or he has been specifically authorised to do so by the Client:
 - 2.2.1. neither the Consultant Company nor the Consultant shall have any authority to incur any expenditure in the name of or for the account of the Client; and
 - 2.2.2. the Consultant Company shall not, and shall procure that the Consultant shall not, hold itself out as having authority to bind the Client.
- 2.3. Unless stated otherwise in a Work Plan, the Client is not obliged to provide the Consultant Company with any work and the Consultant Company is not obliged to accept and requests for Services.

3. FEES

- 3.1. The Client shall pay the Consultant Company a fee of £225 per hour (or part thereof) exclusive of VAT or such other fee as may be set out in the Work Plan or otherwise agreed in writing (including email).
- 3.2. In consideration of the provision of the Services, the Client shall pay each invoice submitted by the Consultant Company within 30 days of the date of the invoice.
- 3.3. Without prejudice to any other rights of the Consultant Company, if the Client fails to pay the fees in accordance with these Terms of Business, the Consultant Company shall have the right to withhold delivery of any Services and the Client shall pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement on a daily basis at the rate of 4% over the base rate from time to time of the Bank of Scotland and shall reimburse to the Consultant Company all reasonable costs and expenses (including legal costs) incurred in the collection of any overdue amount and the Consultant Company shall be entitled to terminate this agreement or suspend any further Services to the Client. For the avoidance, of doubt the Client shall not be entitled to make any deduction or set-off or withhold payment for Services performed.

4. EXPENSES

- 4.1. The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant Company or the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

5. WARRANTY

- 5.1. The Consultant Company warrants that it will use reasonable care and skill in performance of the Services. The Client acknowledges and understands that the Consultant Company is not a law firm and the Consultant is not providing services as a practising solicitor.

6. LIABILITY

- 6.1. To the extent permitted by law, neither party will be liable to the other in relation to this Agreement or the Services, whether in contract, negligence, strict liability or other legal theory for: (a) any lost profits, loss of data, loss of goodwill or indirect, exemplary, special, reliance or consequential losses even if advised of the possibility of these damages; or (b) for any direct losses or damages in excess of the aggregate amount of fees paid by the Client to the Consultant Company in the three month period immediately preceding the event giving rise to the claim for liability.
- 6.2. Neither party limits its liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

7. STATUS

- 7.1. The relationship of the Consultant Company and the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render it nor the Consultant an employee, worker, agent or partner of the Client and the Consultant Company shall not hold itself out as such and shall procure that the Consultant shall not hold himself out as such.

8. NOTICES

- 8.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand; by pre-paid first class recorded delivery post; by commercial courier; or (except in relation to any legal notice) by email. In each case sent for the attention of the person, and to the address set out in these Terms of Business.
- 8.2. Any notice shall be deemed to have been received if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first-class recorded delivery at 9.00 am on the second Working Day after posting; if sent by commercial courier on the date and at the time that the courier's receipt is signed; and if sent by email, at the time of transmission.

9. ENTIRE AGREEMENT

- 9.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2. Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Business.
- 9.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Business.
- 9.4. Nothing in this clause shall limit or exclude any liability for fraud.

10. VARIATION

- 10.1. No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11. THIRD PARTY RIGHTS

- 11.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

12. GENERAL

- 12.1. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 12.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 12.3. The Schedules form part of these Terms of Business and shall have effect as if set out in full in the body of this agreement. Any reference to these Terms of Business includes the Schedules.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
- 13.2. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).