



EAM Consulting

General Terms and Conditions of Business

September 2010

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EAM Consulting General Terms and Conditions

This document outlines our general terms and conditions of business. Specific terms and conditions may apply on a case by case basis.

Services to be Performed:

EAM Consulting will provide to Client, services at Client's direction as agreed to in writing, by proposal or quotation, between EAM Consulting and Client.

Timescales and Change Requests:

EAM Consulting will use all reasonable endeavours to meet any agreed dates for the performance of Services and shall promptly advise Client of any potential or actual delays. Any changes in the services to be provided or the agreed performance dates will become effective only upon written agreement of the parties. Client will provide to EAM Consulting in a timely manner all assistance and information and materials which EAM Consulting may reasonably request for the performance of services, and EAM Consulting will not be liable for delays in performance caused by any delay or failure to provide same to EAM Consulting.

Acceptance/Charges and Payment:

Services will be deemed to be accepted to Client's satisfaction upon delivery of the relevant deliverables by EAM Consulting. Charges for the services will be as described in the relevant proposal or quotation and unless stated otherwise in the proposal or quotation will be on a time and materials basis. No VAT will be added to all fees and other charges at this time, but this may change with time. If VAT is to be applied to any charges, it will be applied at the rate currently in force at the time of the proposal or quotation being issued.

Payment for Services:

Unless explicitly agreed with Client, payment for services provided by EAM Consulting (where quoted as a total project cost) shall be made in accordance with the following schedule:

- 30% of total fees on acceptance of proposal
- 30% of total fees on completion of works
- Balance of fees fourteen (14) days after completion

Where Client is being charged on an hourly, day or other rate, then EAM Consulting will submit to Client weekly invoices, which are payable no more than seven (7) days from date of issue.

Client shall reimburse EAM Consulting all additional agreed costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the “Reimbursable Costs”). EAM Consulting shall provide to Client proof of Reimbursable Costs incurred.

Failure to meet the payment conditions stipulated will allow EAM Consulting to charge interest on all sums outstanding thereafter at a rate of 4% per month calculated on a daily basis payable from the invoice date until the date of payment of the outstanding amount in full. All payments must be made in sterling unless otherwise agreed by EAM Consulting. For all non-sterling payments an administrative charge may be made.

Disputes and Arbitration:

Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

It should be noted that English law governs the agreement between us and if required you agree to submit to the non-exclusive jurisdiction of the English courts. If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of these terms and the remainder of the provision in question shall not be affected.

Confidential Information:

Both parties to the agreement shall take all reasonable measures to keep secure any confidential information or ideas obtained from the other party which are not in or pass into the public domain other than through the fault of the first mentioned party, or are not otherwise rightfully obtained from a third party.

Proprietary Rights:

The Client may, for purposes directly connected with the work programme carried out under the agreement and provided that all fees and other charges due to EAM Consulting are paid, but not otherwise, freely use all intellectual property created by EAM Consulting in the course of the work carried for the Client. Unless otherwise expressly agreed in writing, ownership of such intellectual property, including designs, drawings, written reports and other works, shall be retained by EAM Consulting.

Limitation of Liability:

EAM Consulting shall provide the Services in a professional manner with due care, skill and competence at a level commensurate with industry standards. EAM Consulting's liability to Client or any third party, for a claim of any kind arising as a result of or related to any product or service, whether in contract, in tort (including negligence or strict liability) or otherwise, under any warranty, condition or guarantee or otherwise, shall be limited to monetary damages and the aggregate amount thereof for all claims relating to any particular project or product provided shall in any event be limited to a sum of £100,000 (one hundred thousand pounds) in respect of any claim or series of connected claims. No action, regardless of form, may be brought by Client more than one (1) year after the events which gave rise to the cause of the action.

Right to Work for Other Clients:

EAM Consulting undertakes to declare to the Client any potential conflict of interest which might reasonably be considered to prejudice his ability to perform the work in an unbiased and professional manner, but reserves the right to undertake assignments for any other Client where, in the reasonable opinion of EAM Consulting, no such conflict exists.

Termination:

This agreement may be terminated by either party giving fourteen (14) days notice in writing to the other party. Payment shall be made for all work carried out and all costs reasonably incurred up to the time of termination. Either party may by notice in writing to the other party, terminate this Agreement forthwith if the other party commit a material breach of any of the terms of this Agreement and does not remedy such a breach within seven (7) days after written notice is given by the first party requiring such remedy.

General Provisions:

(i) EAM Consulting shall not be liable for failure or delay in performance of its obligations under this agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to Acts of God, war, terrorist action, riot, strike, lock-outs, trade disputes, third party delay, accident, fire, flood, storm, natural disaster, shortages, power or environmental failures.

(ii) The agreement between the Client and EAM Consulting is personal to both parties and shall not be assigned by one party to a third party without the prior written consent of the other party. EAM Consulting undertakes to carry out personally the work programme defined in the proposal or quotation, and will not subcontract all or part of the work without the prior written consent of the Client.

(iii) The waiver or failure of either party to exercise in any respect any right or remedy pursuant to this agreement shall not be deemed a waiver of any further rights or remedies.

(iv) The relationship between EAM Consulting and Client is that of independent contractors and nothing in this Agreement shall be construed:

(a) to give either party the power to direct or control the activities of the other party;

(b) to constitute the parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise participants in any joint undertaking; or

(c) to allow either party to create or assume any obligations on behalf of the other party for any purpose.



EAM Consulting

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