Abingdon Risk Consulting

Service Agreement

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We are pleased to confirm acceptance of your instructions. We would be grateful if you could sign a copy of this document and return it to us, confirming your agreement to the terms of our engagement.

Parties and Terms of Contract

Abingdon Risk Consulting ( consequently referred to as ARC ) shall provide its services solely to the party at whose request or on whose behalf the Company undertakes requested services (“the Client”) and in accordance with the terms as laid out herein. The Client shall have no right to sub-licence, transfer the benefit, or otherwise dispose of the rights hereby granted, which are personal to the Client alone.

Instructions/Services

The Client (“you”) will set out in writing the services which it requires ARC to provide and the contact details of the Party responsible for the payment of fees and expenses incurred.

We will confirm in writing that we accept those instructions or alternatively what services we will perform in connection with your instructions and we will identify the member of staff responsible for the day to day conduct of those instructions.

Once the Company and the Client have agreed what services are to be performed, any subsequent changes or additions must be mutually agreed in advance by both parties in writing.

Fees and Expenses

Our fees are based upon the time expended on the case and the seniority and experience of the staff involved. Other factors such as the value and complexity of the matter may also be taken into account. Our normal charge will be £ 150 per hour.

In addition to our fees, you will also be responsible for other expenses incurred by us in carrying out the work. These may include travel, hotels, subsistence, photographs, communications, copying, library, sample storage and delivery charges. Expenses will be charged at cost. VAT at the appropriate rate will be added to all fees and expenses where applicable.

Payment Terms

You shall pay our fees, expenses and any relevant taxes thereon without deduction, in accordance with the terms of this letter and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Company to charge interest at 4% above the London Inter-bank rate applicable at the time of the default, for any part or the whole of the charge as levied, which ever the greater amount.

Further more, the following additional conditions will apply;-

i) Invoices will be raised on a quarterly basis unless otherwise agreed in writing.

ii) ARC reserves the right to retain Client papers and documents until all fees and disbursements are paid.

iii) ARC reserves the right to suspend all work on all matters on which it has been retained if the Client fails to settle any of our Invoices in full within 30 days.

Where a contract is terminated, the proportion of ARC’s fees and charges which is proportionate to the amount of work performed up to the date of suspension or finalisation and any unavoidable cost commitments of ARC, will become payable by the client.

Obligations and Responsibilities

We shall use all reasonable care and skill in the performance of the Services in accordance with standard risk management practice.

You undertake to ensure that full instructions and relevant documentation are given to the Company free of charge and in sufficient time to enable the Services to be performed effectively and efficiently and to procure all necessary access for the Company to documents, goods, premises, installations, vessels and any necessary transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Company shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

ARC’ responsibility is limited to exercising its best professional skills in the performance of the work. If any material error or omission in any report or document as provided by ARC pursuant to this agreement shall occur, which is due to the failure by ARC to exercise reasonable care and skill in the performance of the Consultancy Services, the ARC will correct the document in question as appropriate, as soon as practicable.

The Company undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission, save where required to do so by the order of a competent court of law.

The Company shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the Company to continue its involvement with the appointment. The Client shall be responsible for payment of the Company's Fees up to the said date.

Terms of Quotation

Any quotation issued by ARC is governed by the following conditions:

i) Unless otherwise stated, prices or charge rates quoted will remain valid for sixty days. The price quoted, unless otherwise agreed in writing, is subject to the commencement of the work to be carried out within three months of the signing of this Agreement by both parties.

ii) Value Added Tax is excluded and will be charged where appropriate, in addition at the ruling rate.

iii) Where hourly charges are quoted, they refer to time spent working or traveling, unless otherwise agreed. For staff traveling, there is a maximum charge of 8 hours per day.

iv) ARC reserves the right to vary the fee rate at any time, but will provide 30 days written notice of such variation.

v) Where the services involve the working of paid overtime hours by ARC as a result of the Client's own requirement, an additional premium will be payable in respect of the overtime working.

vi) Where delays by the Client cause the work to be extended beyond the time specified, the cost of the work to the Client may be subject to revision or increase.

Intellectual Property

The ownership of and the sole right to any copyright, design right or other intellectual property rights as may be used in or derive out of the performance of the Consultancy Services shall be vested in ARC and ARC shall be at liberty to effect and be responsible for securing protection of such rights whether by registration or otherwise as it may see fit. The Client shall lend ARC all assistance in securing registration of such rights if required. Provided that the Client is not in breach of the terms of this Agreement, the Client shall be entitled to an irrevocable non-exclusive, non-assignable license to use such intellectual property in the course of its business.

Variation to Contract

ARC will not vary the scope of work in any respect unless instructed in writing to do so by the Client. Where variations in the scope of work including the completion date, are requested, ARC will advise the Client of the effect that each variation will have on the work and the contract sum.

Reservation of Rights

Failure of either party at any time or from time to time, to enforce or demand the performance or adherence to any of the terms of this Agreement, shall not constitute a waiver of any of that party's rights under this Agreement.

Termination of Contract

Should this agreement be terminated, ARC shall return any documentation, in whatever form, concerning the services of the business of the Client as may be received by ARC during the course of this Agreement, or acknowledge in writing that same and any copies thereof have been destroyed.

ARC may, without prejudice to any other right it may have hereunder, terminate this Agreement forthwith by giving notice to the Client:

i) Where circumstances reasonably beyond the control of ARC result in a failure or omission to carry out or observe any of the stipulations, conditions or obligations to be performed under the Agreement.

ii) If the Client shall commit any breach of the performance of the terms of this Agreement.

iii) If the Client shall pass a resolution for winding-up the company or a Court shall make an Order that the Client shall be wound up (either case other than for the purpose of reconstruction), or if a Receiver or Manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitles the Court or a creditor to appoint a Receiver or Manager or which entitle the Court to make a winding-up Order.

Liability

The Company’s liability in relation to the Services will be strictly in accordance with the terms of this letter, which records the entire agreement between the Company and the Client. The Company will have no separate liability to the Client in tort.

The Company will have no liability to any third party, and the Client will indemnify the Company and hold it harmless against all loss, damage and expense incurred by the Company in connection with any claims in relation to the Services, by any person other than the Client.

The Company will have no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature whether direct or indirect and howsoever arising unless the same is proved by the Client to have resulted solely from the negligence, gross negligence or wilful default of the Company, or any of its employees, or agents or sub-contractors.

ARC’s liability for any loss or damage whatsoever, whether direct or indirect, or howsoever arising from any errors, inaccuracies or design defects, shall under no circumstances exceed in aggregate an amount equal to the fee paid by the Client for the relevant part of the work.

Save in relation to any defect or claim notified in writing by the Client to ARC within 12 months of the date of completion of the relevant work, ARC shall be under no further liability to the Client from expiry of the said 12 month period under this Agreement or for any loss or damage howsoever arising, including any liability for breach of terms implied by statute.

The Client shall have no right to damages for failure, for any cause to meet any time agreed for delivery or performance.

The Company shall not be liable for loss of or damage to items placed at its disposal by or taken on behalf of the Client however such loss or damage occurs. Neither will the company be liable for any special or consequential damages that result from the use of, or the inability to use such materials, even if the Company has been advised of the possibility of such damages.

ARC takes reasonable precautions to keep secure any personal data it holds.  However, ARC shall have no liability to the Client or otherwise for any unauthorised access to or loss of any personal data which is beyond ARC’s reasonable control or for any direct or indirect loss, damage liability or expense of whatsoever nature which may occur as a result of any virus or breach of data security.

Force Majeure

Neither the Company nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance arising hereunder or resulting from an act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

Insurance

The Company shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Company may be held liable to the Client under these terms and conditions.

Company’s Right to Sub-contract

The Company shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client’s right to object on reasonable grounds. In the event of such a sub-contract, the Company shall remain fully liable for the due performance of its obligations under these Conditions.

Law and Jurisdiction

This agreement between the Client and the Company shall be governed by and construed in accordance with the laws of England and Wales and any dispute(s) shall be subject to the exclusive jurisdiction of the English Courts.

With the full authority on behalf of the Company I confirm acceptance to the terms of this engagement:

Name:

Company:

Signature:

Date:

ARC 2019.