

# Terms of Business

Updated: 12 June 2018

These terms of business set out the basis upon which Future Considerations Limited (company number 4550049) (“the Company”) will provide consultancy services to you:

1. In these terms the following words will have the following meanings:

**Associates:** all consultants engaged by the Company to assist it in providing the Project services to you.

**Cancellation Fees:** all fees which would have been charged by the Company to you during the Cancellation Period if the Project had not been cancelled.

**Cancellation Notice:** the written notice sent by you to the Company cancelling all or any part of the Project.

**Cancellation Period:** the 8 week period starting on the date of the Cancellation Notice.

**Change Confirmation:** the Company’s email confirmation of its approval of your Change Request and setting out the fees (if any) for any additional work to be undertaken by the Company as a result of the Change Request.

**Change Request:** a written request made by you to the Company for the variation of the Project Plan.

**Contract Letter:** the letter accompanying these terms which sets out the Company’s fees and the scope of the Project (as amended by the Project Plan).

**Client IP:** all rights in all intellectual property belonging to you and supplied to the Company for the performance of the Project.

**Company IP:** all rights in all intellectual property belonging to the Company and supplied to you for the performance of the Project.

**New IP:** all rights in all intellectual property created by the parties in the performance of the Project.

**Project:** the project set out in the Proposal Document (as amended).

**Project Plan:** the plan and timetable for the implementation of the Project as agreed between the parties.

**Proposal Document:** the written proposal provided to you by the Company in relation to the provision of Company’s services to you (as amended by the Contract Letter and the Project Plan).

2. By engaging the Company you confirm that you agree to these terms. Only a director of the Company is authorised to vary these terms, and any variation to these terms shall only be binding upon the Company if recorded in writing (signed by a director of the Company) and expressly vary these terms by reference to this document.

3. The Company’s client in any matter shall be as named in the relevant Proposal Document. No contractual relationship shall exist between the Company and any other party.

4. These terms shall prevail over any other terms, conditions, representations or undertakings, and to the exclusion of all representations (whether written or oral) made by or on behalf of the Company except to the extent expressly set out in the Proposal Document.

5. The services the Company shall provide to you shall be as set out in the Company's Proposal Document (as amended by any Change Request). The Company shall be entitled to subcontract to Associates to carry out such work for the Project as the Company thinks fit provided that overall management of the Project remains with the Company.
6. If you wish to vary the Project Plan you must send a Change Request to the Company. Within 5 working days of receipt of your Change Request the Company will either:
  - a. send you a Change Confirmation if it accepts the Change Request; or
  - b. discuss with you any Change Request it finds unacceptable with a view to agreeing a variation of the Project Plan which is acceptable to both parties.
7. The Company's fees will be as set out in the Contract Letter as amended from time to time by any Change Request. VAT is payable on the Company's fees.
8. The Company's invoices are payable on presentation. Daily interest calculated at 1.25% per month (both before and after judgement) is payable on the unpaid balance of invoices outstanding for 30 days or more.
9. Any queries or disputes in respect of the Company's fees should be raised as soon as possible and in any event within 30 days of the date of the relevant invoice. The Company shall not be obliged to amend any invoice rendered in good faith (save in the case of manifest error) more than 30 days after the date that the invoice was rendered.
10. If you wish to cancel all or any part of the Project, you must give the Company at least 2 weeks notice in the form of a Cancellation Notice.

Within 60 days of sending your Cancellation Notice to the Company, you must pay to the Company all fees relating to work carried out by the Company up to the date of the Cancellation Notice as well as a relevant percentage of the Cancellation Fees (calculated as specified below): Amount of notice of cancellation given:	% of Cancellation Fees to be paid:
60 days or more notice	25%
30 to 59 days notice	50%
14 to 29 days notice	100%

11. You will promptly provide to us all support described in the Proposal Document and such other information and assistance as may be reasonably required by enable us to produce deliverables for you in accordance with the Project Plan.
12. The Company will not be liable to you for any delays in providing the services, which are due to matters outside the Company's control (including your failure to comply with clause 11).
13. By engaging the Company, you undertake that so long as the Company provides services to you and for a period of 12 months thereafter, you shall not directly or indirectly:
  - a. solicit or interfere with or endeavour to entice away from the Company either any director of the Company or any employees or Associates.
  - b. employ or engage any Associate except through the Company or with the Company's prior written consent.

- 14.** All Client IP and Company IP is and shall remain the exclusive property of the party owning it. The Company hereby grants you a royalty-free, non-exclusive and non-assignable right and licence to use the Company IP (without the right to sub licence it):

  - a.** for the purpose of the Project; and
  - b.** to the extent necessary for you to enjoy the benefits of the right and licence granted to you by the Company under clause 16.a.
- 15.** You hereby grant to the Company a royalty-free non-exclusive right and licence to use the Client IP:

  - a.** in the performance of the Project, and
  - b.** to the extent necessary for the Company to enjoy the benefits of the right and licence granted to the Company by you under clause 16.b.
- 16.** Any New IP will be jointly owned by the parties in equal and undivided shares. Subject to but with the immediate effect from creation of any New IP:

  - a.** the Company grants to you an irrevocable, royalty free, worldwide right and licence under the Company's rights in any jointly owned New IP to exploit such jointly owned New IP in connection with your business; and
  - b.** you grant to the Company an irrevocable, royalty free, worldwide right and licence under your rights in any jointly owned New IP to exploit such jointly owned New IP in connection with the Company's business and to sub licence any third party to do the same,
- 17.** The Company may publish details of the Company's involvement in the Project in technical and trade journals provided that in doing so it does not disclose any of your confidential commercial information. If you do not wish the Company to do this, you must notify the Company in writing within 7 days of receiving the Contract Letter.
- 18.** By engaging the Company you thereby agree to indemnify and keep indemnified the Company, its directors, employees and contractors from and against all costs, claims, demands, liabilities, expenses, or damages incurred in the Company acting in good faith on your behalf.
- 19.** The Company shall only be liable to you, and the Company shall not be liable, and shall have no duty of care (except as required by law) to any other party (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) except where the Company expressly agree in writing with you.
- 20.** The Company's liability (whether in contract, tort or otherwise) for any claim arising in connection with work undertaken or services provided (except in the case of death or personal injury, or where otherwise English law restricts the Company from limiting the Company's liability) shall be limited to losses directly arising to you from the Company's acts or omissions in breach of the Company's obligations to you. The Company shall not be liable to you or to any other party for any indirect loss, consequential loss, or loss of opportunity arising directly or indirectly from any act or omission on the Company's part.
- 21.** The Company's liability shall not exceed the amount of fees payable to the Company in respect of the matter in respect of which the claim arises. The limitations of liability set out in this paragraph 20 are for the benefit of the Company and its employees, consultants and agents and subcontractors, and the Company's successors in business or in title.
- 22.** The Company's relationship with you in respect of all work undertaken on your behalf shall be governed exclusively by the law of England, and the courts of England shall have exclusive jurisdiction.
- 23.** A copy of our Privacy Policy is available online and can be found here:  
<https://futureconsiderations.com/privacy-policy>