



TERMS AND CONDITIONS of Andante [UK] Ltd LIMITED

1. DEFINITIONS

- 1.1 "Company" means The Andante [UK] Ltd Company
Registration No. Registered in England &
Wales, 5499341
VAT number 880 5394 02
- "Client" means the person or persons with whom the
Company has or will have a Contract
- "Consultant" means the person or persons providing the
Services for or on behalf of the Company
- "Contract" means the contract for the provision of Services
made between the Client and the Company and
which is governed by these Conditions
- "Deliverables" means any documentation programs or other
materials generated pursuant to the Contract
- "Services" means the services specified in the Schedule
and to be supplied by the Company to the Client
under the Contract
- "Schedule" means the details of the special conditions
pertaining to the Contract
- "these Conditions" means the terms and conditions set out in this
document and (unless the context otherwise
requires) includes any other special terms and
conditions agreed in writing between the
Company and the Client
- 1.2 Words importing the singular only shall include the plural and vice versa and references to
persons shall include bodies corporate and vice versa



2. INCORPORATION

- 2.1 These Conditions apply to the Contract to the exclusion of any other representations conditions or terms subject to which the Contract is purported to be made or stipulated referred to or implied by the Client
- 2.2 No variation to the Contract or these Conditions shall be binding unless agreed in writing by the Company

3. ACCEPTANCE

- 3.1 The Company shall supply and the Client shall accept the Services
- 3.2 The Schedule shall be conclusive evidence of the Services to be rendered or supplied by the Company under the Contract unless the Client shall within 48 hours of receiving such document expressly deny any agreement recorded therein
- 3.3 No Contract may be cancelled or suspended by the Client unless otherwise agreed by the Company in writing and on terms that the Client shall indemnify the Company in full against all losses (including loss of profit) costs damages charges and expenses incurred by the Company as a result of such cancellation
- 3.4 If a Contract is cancelled any deposit or instalment of the fee for Services paid by the Client may be forfeited. Any fees due up until the date of cancellation shall be payable forthwith

4. PAYMENT

- 4.1 The fee for the supply of Services shall be as stated in the Schedule In addition the Company may charge Consultant's expenses reasonably incurred in the delivery of Services. Expenses shall be charged at cost (or where no cost is incurred at an equivalent cost) inclusive of any applicable taxes
- 4.2 All fees unless otherwise stated are exclusive of any applicable Value Added Tax for which the Client shall be additionally liable to the Company
- 4.3 Payment of the fees, expenses and Value Added Tax shall be due within 30 days of the date of invoice. Time for payment shall be of the essence, invoices in respect of the supply of Services shall be rendered on a monthly in advance basis, and expenses shall be invoiced as incurred

- 4.4 Fees for Services are based on the Company's charging rates from time to time and on the time estimated by the Company to be needed for the rendering of the relevant Services and fees are not therefore fixed unless expressly so stated and the Company may alter any fees to reflect any increase in such rates and if the time taken to complete the Services in respect of which the fees are payable is greater than originally estimated
- 4.5 For the purposes of this clause 4 expenses shall be deemed to be reasonable if:
- (a) for the purpose of travelling to the Client's place of work or a location specified by the Client or in the delivery of Services to the Client the Consultant travels by first class for travel by train and business class service for travel by aeroplane, mileage by car shall be charged at the rate stated in the Schedule
 - (b) where it is necessary in the supply of Services to the Client that the Consultant travel greater than 150 miles or 4 hours in one day, overnight accommodation may be charged for. For the purpose of overnight accommodation the Company can charge for the Consultant to stay in a four-star hotel and additional reasonably incurred subsistence and meals costs
- 4.6 If the Client fails to make payment on the due date then without prejudice to any other right or remedy the Company may have the Company shall be entitled to:
- (a) cancel this Contract and any other contract between the Company and the Client and/or
 - (b) suspend the provision of Services to the Client and/or
 - (c) charge interest (both before and after any judgment) on the amount unpaid from day to day at the rate of 4% above the base rate from time to time of National Westminster Bank Plc

5 DELIVERY

The Company shall endeavour to carry out the Services on the date specified in the proposal or such other date as shall be agreed between the parties. The Company shall not be liable for any delays in the performance of the Services howsoever caused. Time for providing the Services shall not be of the essence of the Contract.

6 RESTRICTIVE COVENANTS

6.1 The Client may not throughout the duration of the Contract and for six months thereafter canvass approach solicit or interfere with tender for or endeavour to entice away from the Company the employment or services of any Consultant without the prior written consent of the Company and payment of an introduction fee as set out in clause 6.3

6.2 Further if within six months of an introduction of the Consultant by the Company to the Client the Client shall canvass approach solicit or interfere with tender for or endeavour to entice away from the Company the employment or services of any Consultant so introduced or if the Client agrees to employ or make use of the Consultant in any capacity an introduction fee shall become payable by the Client to the Company forthwith

6.3 The introduction fee shall be a sum equivalent to:

- (a) in the case of a Consultant who is sub-contracted by the Company to perform the Services on behalf of the Company at a consultant daily fee rate 10% of the first year's contract fee or salary paid by or to be paid by the Client to the Consultant
- (b) in the case of a Consultant who is a director of the Company or is sub-contracted by the Company to perform the Services on behalf of the Company at a director daily fee rate 10% of the first year's contract fee or salary paid by or to be paid by the Client to the Consultant

or such other sum as may be agreed by the Company at its discretion

6.4 For the purposes of this clause 6 the word "introduced" shall be deemed to include without limitation the provision by the Company of any details whether written or oral of a Consultant

6.5 In any event employment or contract with the Client may not commence until delivery of the Services has been fully completed and payment of all invoices has been made in full

7 WARRANTIES AND LIABILITY

7.1 All representations or warranties (whether oral or written express or implied by statute common law or otherwise) other than those expressly set out in these Conditions are hereby excluded

7.2 The Company accepts liability for death or personal injury without limit to the extent that it results from the negligence of the Company and its agents and employees

7.3 The Company shall not be liable to the Client for any indirect or consequential loss damage



cost or expense of any kind whatever and howsoever caused whether arising under contract tort (including negligence) or otherwise (including without limitation loss of production loss of or corruption to data loss of profits or of contracts loss of operation time or loss of goodwill or anticipated savings) even if the Company has been advised of their possibility

- 7.4 The Company shall not be liable to the Client in the event that the Client fails to make back-up copy of its data
- 7.5 In any event and notwithstanding anything contained in this Contract the Company's liability in contract tort or otherwise by reason of or in connection with the Contract shall be limited to £500,000 in any one event or series of connected events
- 7.6 Each provision of this clause is to be construed as a separate limitation

8. CONFIDENTIALITY

Each of the parties undertakes with the other not to disclose to any person or use for any purpose other than as contemplated by the Contract any confidential information supplied by the other party save as may be required by law or to employees or agents who have a reasonable need to see and use such confidential information

9. SUB-CONTRACTING

The Company may sub-contract the whole or any part of its obligations under the Contract to a third party

10. FORCE MAJEURE

- 10.1 If either party is unable to comply with its obligations under the terms of the Contract as a result of force majeure it shall as soon as reasonably practicable notify the other party of the nature and extent thereof
- 10.2 Neither party shall be deemed to be in breach of this Contract or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is as a result of force majeure and of which it has notified the other party in accordance with clause 10.1 above and the time for performance of its obligations shall be extended accordingly
- 10.3 If the force majeure of the party in question continues for a continuous period in excess of three months then the Contract may be terminated by either party giving to the other not less than 7 days' written notice in which event each of the parties shall be released from its obligations and liabilities to the other

- 10.4 For the purposes of this clause "force majeure" shall mean any circumstance beyond the reasonable control of the party affected thereby and without prejudice to the generality of the foregoing the following should be regarded as such circumstances:
- (a) acts of God explosion flood lightning tempest fire or accident;
 - (b) all hostilities (whether war has been declared or not) invasion act of foreign enemies;
 - (c) rebellion revolution insurrection military or usurped power or civil war;
 - (d) riot civil commotion or disorder;
 - (e) acts restrictions regulations by-laws refusals to grant any licences or permission prohibitions or measures of any kind on the part of any governmental authority;
 - (f) import or export regulations or embargos;
 - (g) strikes lock -outs or other industrial actions or trade disputes of whatever nature (whether involving employees of the Company or a third party);
 - (h) defaults of suppliers or sub-contractors for any reason whatsoever;
 - (i) if the Company shall be incapacitated or prevented from performing the Services by illness injury or accident suffered by any person or any circumstances beyond its control

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Any intellectual property rights arising in connection with the Deliverables shall vest in the Company unless the Schedule specifies to the contrary
- 11.2 Upon completion of the Services and payment by the Client of all invoices in full the Company unconditionally licences the Client to use such Deliverables (in so far as the same may be used) for the purposes for which they were prepared for the Client but not otherwise

12. TERMINATION

- 12.1 The Company may terminate the Contract forthwith by notice to the Client upon the happening of any of the following events:
- (a) where the Client being an individual becomes bankrupt or being a corporation



goes into liquidation or has a receiver administrative receiver or administrator appointed over all or any of its assets or fails to comply with the demand as is mentioned in Section 123 of the Insolvency Act 1986 or is unable or is deemed to be unable to pay its debts or makes any voluntary arrangement with its creditors

(b) where the Client is in breach of any of these Conditions

12.2 Upon termination of the Contract the Client shall pay to the Company all amounts due (calculated by reference to the time spent at the applicable rates together with any expenses incurred on the Client's behalf) up to the date of termination

13. GENERAL

13.1 If requested by the Company the Client agrees (such agreement not to be unreasonably withheld or delayed) that the Services and the Client's name may on completion of the Services may be used as a case study or for any other purposes of marketing the Company's services The Client shall give such assistance (including the provision of any references) as may reasonably be required in the preparation of such case study marketing activity or client referral.

13.2 The Contract is personal to the Client who shall not assign or charge the benefit thereof without the prior written consent of the Company. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not effect any right or remedy of a third party which exists or is available apart from that Act.

13.3 The Contract shall in all respects be construed and operated in accordance with English law and the parties acknowledge and accept the exclusive jurisdiction of the English Courts

13.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be delivered by hand or sent by first class post or telex or facsimile to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party giving the notice Any notice sent by post shall be deemed to arrive in the case of inland mail 48 hours after posting and in the case of overseas mail 5 days after posting and in the case of notice sent by facsimile on that date of despatch if a business day or if not a business day on the next following business day

13.5 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision

13.6 The headings are inserted for convenience only and shall not affect construction of these Conditions



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