

TERMS AND CONDITIONS

Alcam Associates Limited

Company registration number: 07601042

Registered address: 38 St Christophers Gardens, Ascot, Berkshire, SL5 8LZ ("AAL")

VAT Number: 160885002

WHEREAS

- (A) AAL carries on the business of the provision of consultancy services relating to the use and implementation of Information Technology for practice management and processes deployed by accountants ("**Consultancy Services**").
- (B) The Client has requested AAL and AAL has agreed with the Client, to provide the Consultancy Services on the terms and subject to the conditions of this agreement ("**the Agreement**").

IT IS AGREED as follows:-

1 INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.

"**Client**" means the person, firm or corporate body referred to in the Quote together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the Consultancy Services of AAL.

"**Quote**" means the estimate of costs and scope of work in relation to the Consultancy Services to be supplied by AAL to the Client.

2 SERVICES

- 2.1 Consultancy Services shall be performed by one or more employees of AAL as AAL may consider appropriate ("the Staff"), subject to the Client being reasonably satisfied that the Staff has the required skills, qualifications and resources to provide the Consultancy Services to the required standard.
- 2.2 AAL has the right, at its own expense, to enlist additional or substitute Staff in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the AAL provides details, whenever practicable, of the proposed substitute or sub contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Staff or any such sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.
- 2.3 Where AAL provides a substitute or sub-contracts all or part of the Consultancy Services pursuant to clause 2.2 above, AAL shall be responsible for paying the substitute or sub contractor and shall ensure that any agreement between AAL and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of AAL under the terms of this Agreement and AAL shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.4 AAL shall take all reasonable steps to avoid any unplanned changes of Staff assigned to the performance of the Consultancy Services but if AAL is unable for any reason to perform the Consultancy Services AAL should

inform the Client on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.

- 2.7 The Quote shall specify the Client, the Fees payable by the Client and such disbursements or expenses as may be agreed and any other relevant information regarding the Consultancy Services.
- 2.8 Save as otherwise stated in this Agreement, the Client acknowledges and accepts that AAL is in business on its own account and AAL shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment to the performance of the Consultancy Services.

3 THE CONTRACT

- 3.1 This Agreement constitutes the contract between the Client and AAL and governs the performance of the Consultancy Services by AAL for the Client.
- 3.2 AAL shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior approval of AAL and agreement between AAL and the Client as to the level of Fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, AAL will notify the Client of the terms upon which such Consultancy Services will be provided including details of any agreed Fees by way of a new and supplemental Quote.
- 3.3 No variation or alteration of these terms shall be valid unless approved by the Client and AAL in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory requirements, in which case AAL may make such necessary changes without prior notification to the Client.
- 3.4 A person who is not a party to this Agreement has a no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement in addition to any right or remedy which exists or is available apart from that Act.

4 UNDERTAKING OF AAL

- 4.1 AAL warrants to the Client that by entering into and performing its obligations under this Agreement it will not be in breach of any obligation which it owes to any third party.
- 4.2 AAL warrants to the Client that its Staff and any substitutes or sub contractors will carry out the Consultancy Services with reasonable skill and care and as far as possible in accordance with the terms of this Agreement.

5 TRAINING

- 5.1 AAL warrants to the Client that it's Staff and any substitutes and sub-contractors used in accordance with the terms of this contract have the necessary skills and qualifications to perform the Consultancy Services.

6 AAL'S OBLIGATION

- 6.1 AAL agrees on its own part and on behalf of its Staff and any substitutes and subcontractors used in accordance with the terms of this contract as follows:-
- 6.1.1 Not to engage in any conduct detrimental to the interests of the Client which includes any conduct tending to bring the Client into disrepute or which results in the loss of custom or business.
- 6.1.2 To comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies AAL and/or its Staff and any substitutes and sub-contractors that it is essential that AAL and its Staff and any substitutes and sub-contractors comply with to properly perform the Services (including for example where the Services are to be performed at the premises of the Client the health and safety policy, security arrangements and fire drill of the Client) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies AAL and/or its Staff and any substitutes and sub-contractors that it is essential that AAL and its Staff and any substitutes and sub-contractors comply with. AAL and its Staff and any substitutes and sub-contractors shall not be bound by the policies and procedures which an employee of the Client would be bound by.
- 6.1.3 To furnish the Client with any progress reports as may reasonably be agreed or requested from time to time.
- 6.1.4 To notify the Client forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 7 EQUIPMENT**
- 7.1 AAL shall provide at its own cost, subject to any agreement to the contrary specified in the Quote, all such necessary equipment as is reasonable for the satisfactory performance by the Staff and any substitutes and sub-contractors of the Consultancy Services.
- 7.2 If as a matter of convenience, AAL is provided with equipment by the Client or Client for the purposes of an Assignment, AAL shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in AAL's possession, AAL shall be responsible for the cost of any necessary repairs or replacement.
- 8 METHOD OF PERFORMING SERVICES**
- 8.1 AAL's Staff are professionals who will use their own initiative as to the manner in which the Consultancy Services are delivered provided that in doing so AAL shall co-operate with the Client and comply with all reasonable and lawful instructions of the Client.
- 8.2 AAL may provide the Consultancy Services at such times and on such days as AAL shall decide but shall ensure that Consultancy Services are provided at such times as are necessary for the proper performance of the Consultancy Services.
- 8.3 The relationship between the parties is between independent parties acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their Staff.
- 8.4 Where the proper performance of the Consultancy Services are dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub-contractor of AAL), AAL shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.
- 8.5 AAL may provide the Consultancy Services from such locations as are appropriate in AAL's judgment. When necessary the Client will provide AAL with appropriate access to the Client's facilities as is necessary for the effective conduct of the Consultancy Services.
- 9 INVOICING**
- 9.1 Upon completion of the Consultancy Services or at periods as may be agreed and/or specified in the Quote AAL shall deliver to the Client its invoice for the amount due from the Client to AAL giving a detailed breakdown showing the work performed.
- 10 FEES**
- 10.1 The Client shall make payment to AAL for the Consultancy Services in accordance with the invoice, scope of work required and Fees specified in the Quote, plus VAT to be shown separately where appropriate at the prevailing rate.
- 10.2 AAL shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes, levies and deductions payable in respect of Staff that re deployed to perform the Consultancy Services.
- 10.3 All invoices must be paid within 30 days of the date of invoice. AAL reserves the right to charge interest on payments that are overdue at a rate of 4% above the base rate of Barclays Bank Plc. Interest charges shall accrue on a daily basis until such time as the sums due for payment to AAL are made in full.
- 10.4 If AAL shall be unable for any reason to provide the Consultancy Services to the Client, no Fee shall be payable by the Client during any period that the Consultancy Services are not provided.
- 11 OBLIGATIONS OF THE CLIENT**
- 11.1 Throughout the term of this Agreement the Client shall pay AAL the agreed Fee in accordance with clause 10.1 above.
- 11.2 The Client shall furnish AAL with sufficient information about the Consultancy Services as reasonably requested by AAL and in order for AAL to arrange for the Consultancy Services to be carried out including any Confidential Information.
- 11.3 The Client will advise AAL of any health & safety information or advice which it receives which may affect AAL's Staff during the performance of the Consultancy Services.

- 11.4 The Client shall ensure that it provides AAL with access as is necessary for completion of Consultancy Services to all systems, software and data both remotely and on Client sites.
- 12 TERM OF THE AGREEMENT**
- 12.1 This Agreement shall commence on the date specified in the Quote and shall either (as specified in the Quote) continue until completion of the Consultancy Services to the reasonable satisfaction of the Client or the termination date as specified in the Quote, at which time this Agreement shall expire automatically.
- 12.2 This Agreement may be terminated early by the Client or AAL upon giving the required notice as set out in the Quote.
- 12.2 Notwithstanding sub-clause 12.1 of this Agreement, the Client may at any time with one week's notice instruct AAL to cease work on the Consultancy Services, or at any time without notice and without liability require AAL to cease work on the Consultancy Services, where:
- 12.2.1 AAL (or its substitutes and sub contractors) has committed any serious or persistent breach of any of its obligations under this Agreement;
- 12.2.2 The Client reasonably believes that AAL (or its substitutes and sub contractors) has not observed any condition of confidentiality applicable to AAL from time to time; or
- 12.2.5 AAL becomes insolvent, dissolved or subject to a winding up petition;
- 12.2.6 Any member of AAL (or its substitutes and sub contractors) is guilty of any fraud, dishonesty or serious misconduct.
- 12.3 Upon completion or termination of the Consultancy Services the Client shall be under no obligation to offer AAL further work, nor shall AAL be under any obligation to accept any offer of work made by the Client.
- 12.4 Notwithstanding sub-clause 12.1 of this Agreement AAL may terminate the contract if the Client has committed any serious or persistent breach of any of its obligations under this Agreement or in the event that the Client fails to pay any invoices, becomes insolvent, dissolved or subject to a winding up petition.
- 13 INTELLECTUAL PROPERTY**
- 13.1 The Client acknowledges that all copyright, trademarks, patents, know-how and other intellectual property rights deriving from the Consultancy Services shall belong to AAL, including any documents or other works prepared by AAL its Staff and any substitutes and subcontractors.
- 14 CONFIDENTIALITY**
- 14.1 In order to protect the confidentiality and trade secrets of any Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence AAL agrees on its own part and on behalf of its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract as follows:-
- 14.1.1 Not at any time whether during or after the performance of the Consultancy Services (unless expressly so authorised by the Client as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
- 14.1.2 To deliver up to the Client (as directed) at the end of the Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession;
- 14.1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so, in the course of its duties under the Assignment in which event any such item shall belong to the Client.
- 14.2 AAL shall procure and ensure that the provisions of this clause 14 shall also apply to any subcontractor performing the AAL's obligations provided for in clause 2.
- 14.3 AAL shall at all times and during performance of Consultancy Services comply with provisions of the Data Protection Act 1998.
- 15 COMPUTER EQUIPMENT WARRANTY**
- 15.1 AAL warrants to the Client that any computer equipment and associated software which it provides to its Staff for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and will be year 2000 compliant, and AAL shall procure that the provisions of this clause shall also apply to any computer equipment and associated software provided by any subcontractor of this Agreement.
- 16 RELATIONSHIP BETWEEN THE CLIENT AND AAL**
- 16.1 AAL acknowledges to the Client that there is no intention on the part of AAL, its Staff, substitutes or sub contractors or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Staff of AAL (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by AAL. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that the staff are an employee of the Client, AAL shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Client shall incur.
- 16.2 AAL shall be responsible for all obligations arising under or in connection with, the National Minimum Wage Act 1998 in connection with the Staff.
- 16.3 The Client is under no obligation to offer work to AAL and AAL is under no obligation to accept any work that may be offered by the Client. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Services under the Agreement
- 17 NOTICES**
- 17.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be

served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

18 LIABILITY

18.1 AAL shall be liable for any loss, damage or injury to any party, resulting from the acts or omissions of AAL or its Staff (including substitute or replacement Staff) or from the acts or omission of any sub-contractor to whom AAL sub-contracts the performance of the Consultancy Services whether or not such act or omission constitutes a breach of this Agreement and AAL shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Client against any such loss, damage or injury provided that the total aggregate liability of AAL shall not exceed in the case of liability covered by professional indemnity insurance £1,000,000 in relation to any one claim or aggregate claims.

18.2 AAL shall ensure the provision of adequate insurance to cover the risk of a claim against AAL (or its Staff or any sub-contractor) whether pursuant to the terms of this Agreement (including clause 18.1) or otherwise (including without limitation Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of AAL and its Staff or any sub contractor).

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

19.2 Both parties and employees, officers of or representatives and consultants for shall comply absolutely with the Bribery Act 2010 and any failure to comply shall render this Agreement void.

20 ILLEGALITY

20.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

21 ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof.

22 FORCE MAJEURE

22.1 AAL shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

22.2 AAL accepts that the Client shall not be liable for any breaches of its obligations to AAL under its agreement with the Client resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.