

TERMS AND CONDITIONS CONSULTANCY SERVICES



Terms and Conditions – Consultancy Services

Definitions:

Additional Charges: Refers to any additional costs incurred by Protutorial Ltd. as a result of specification variations or actions or inactions of the Client or its agents, for which Protutorial Ltd. will be reimbursed by the Client.

Client: The person or company for whom Protutorial Ltd has agreed to provide the Specified Consultancy Service in accordance with these Conditions.

Conditions: Refers to Protutorial Ltd.'s standard terms and conditions for the supply of consultancy services as outlined in this document.

Contract: Refers to the Specification, along with these Conditions and any Special and Overriding Terms and Conditions for the provision of the Specified Consultancy Service.

Contract Period: Refers to the duration required to complete the Specified Consultancy Service as stated in the Specification.

Document: Includes any written document, plan, graph, drawing, photograph, film, tape, or any other device embodying visual images, as well as any disc, tape, flash drive, or other device embodying any other data.

Fee: means the fee to be paid by the Client to Protutorial Ltd. for the Specified Consultancy Service.

Input Material: Refers to any documents, materials, data, or other information provided by Protutorial Ltd. to the Client relating to the Specified Consultancy Service.

Key Personnel: Refers to any key personnel from Protutorial Ltd. named in the Specification.

Output Material: Refers to any documents, materials, data, or other information provided by Protutorial Ltd to the Client relating to the Specified Service.

Parties: Refers to the Client and Protutorial Ltd.

Special and Overriding Terms and Conditions: Refers to any additional terms and conditions included in the Specification that supplement and/or override these Conditions.

Specification: Refers to the details of the Specified Consultancy Service.

Protutorial Ltd.: Registered in England and Wales, Company Number 15578905. Registered office is Suite A, 82 James Carter Road, Mildenhall, Suffolk, United Kingdom, IP28 7DE.

SUPPLY OF THE SPECIFIED CONSULTANCY SERVICE

1.1 Protutorial Ltd. shall receive the Specified Consultancy Service from the Client subject to these Conditions and any Special and Overriding Terms and Conditions. Any modifications or additions to the Specified Consultancy Service, the Specification, the Conditions, or any Special and Overriding Terms and Conditions must be mutually agreed upon in writing by Protutorial Ltd. and the Client.

1.2 No terms or conditions endorsed upon, delivered with, or contained in the order or similar form from the Client shall be considered part of the Contract.

1.3 In case of any ambiguity or conflict between these Conditions and any Special and Overriding Terms and Conditions, the Special and Overriding Terms and Conditions shall take precedence.

1.4 The Specified Consultancy Service shall be rendered in accordance with the Specification provided by Protutorial Ltd. and otherwise in line with Protutorial Ltd.'s current brochure or other published literature concerning the Consultancy Services, subject to these Terms and Conditions.

1.5 Protutorial Ltd. reserves the right to rectify any typographical or other errors or omissions in any quotation, brochure, promotional literature, or other Document related to the provision of the Specified Consultancy Service without any liability to the Client.

1.6 Protutorial Ltd. retains the right to make any changes to the Specified Consultancy Service without prior notice to the Client, provided such changes are necessary to comply with

applicable safety or statutory requirements or do not materially affect the nature or quality of the Specified Service.

1.7 No order submitted by the Client shall be deemed accepted by Protutorial Ltd. unless and until confirmed in writing by Protutorial Ltd.

1.8 The Client shall be responsible to Protutorial Ltd. for ensuring the accuracy of the terms of any order.

1.9 No order which has been accepted by Protutorial Ltd. may be cancelled by the Client except with the agreement in writing of Protutorial Ltd. and on terms that the Client shall indemnify Protutorial Ltd. in full against all loss (including loss of profit), costs, damages, charges, and expenses incurred by Protutorial Ltd. as a result of cancellation.

1.10 The Client shall supply Protutorial Ltd. with all necessary Input Materials within sufficient time to enable Protutorial Ltd. to provide the Specified Consultancy Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

1.11 The Client shall retain duplicate copies of all Input Material.

1.12 Protutorial Ltd. shall not be liable for any loss or damage to Input Material, regardless of the cause.

GENERAL DUTIES OF PROTUTORIAL LTD.

2.1 Protutorial Ltd. shall provide the Specified Consultancy Services to the Client in a professional manner, exercising due care and diligence to the best of its abilities.

2.2 Protutorial Ltd. accepts no liability for the use of any information or data provided.

2.3 Protutorial Ltd. is not restricted in providing similar services to other third parties.

2.4 Protutorial Ltd. shall utilize the Key Personnel, if identified, to supply the Specified Consultancy Service and shall reserve the right to nominate alternative personnel if any or all of the Key Personnel become unavailable.

WORK ON CLIENT'S PREMISES

3.1 Where Protutorial Ltd. requires access to the Client's premises for the purposes of performing the Specified Consultancy Service, the Client shall provide reasonable access and all necessary services to permit Protutorial Ltd. to fulfill its obligations under the Contract at mutually convenient times.

3.2 Protutorial Ltd. shall undertake no act or omission at the Client's premises that would render the Client liable to any person. Protutorial Ltd. shall adhere to the Client's regulations and provisions regarding the safety of persons when using the Client's premises.

FEE OF SERVICES

4.1 The Fee includes the cost of all materials and work undertaken. Expenses, including travel and petrol at a rate of 40p per mile, unless otherwise expressly stated in the Contract, shall also be charged to the Client. Protutorial Ltd's invoices will itemise all costs, including materials and expenses.

4.2 Expenses and travel costs will be itemised on all invoices.

4.3 No variation in the Fee will be accepted by Protutorial Ltd. without its express written consent.

TERMS OF PAYMENT

5.1 If no special payment terms are agreed upon, payment of the Fee shall be made within 30 days of the date of Protutorial Ltd.'s invoice.

5.2 The Client may not withhold payment for any disputed amount greater than the value of rectifying the disputed element of the Specified Consultancy Service.

5.3 If payment is not made on the due date (30 days from the date of the issued Protutorial Ltd. invoice), Protutorial Ltd. shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3 percent above the base rate from the due date until the outstanding amount is paid in full.

5.4 If any payment is not received on the due date, Protutorial Ltd. reserves the right to cease providing any Service until payment is received.

VARIATIONS AND ADDITIONAL CHARGES

6.1 Protutorial Ltd. shall make Additional Charges to The Client for any variation requested by The Client that results in additional costs being incurred by Protutorial Ltd.

6.2 Protutorial Ltd. shall give not less than two weeks' written notice to The Client of its intention to invoice the Additional Charges.

6.3 Protutorial Ltd.'s Additional Charges shall be paid by The Client without any set-off or other deduction within 30 days of the date of Protutorial Ltd.'s invoice.

6.5 No variations to the Contract shall be made or binding unless agreed in writing by the Parties.

INTELLECTUAL PROPERTY RIGHT AND RIGHTS IN INPUT MATERIAL AND OUTPUT MATERIAL

7.1 Any Background Intellectual Property shall belong to the Party that created it.

7.2 Any Input Material originating from The Client shall belong to The Client.

7.3 All Foreground Intellectual Property shall belong to Protutorial Ltd. subject only to the right of The Client to use that intellectual property for the purposes of utilising the Specified Consultancy Service by way of a non-exclusive license subject only to payment in full of all sums payable under the Contract unless otherwise agreed in writing between the two Parties.

7.4 Any Output Material shall, unless otherwise agreed in writing between The Client and Protutorial Ltd., belong to Protutorial Ltd., subject only to the right of The Client to use the Output Material for the purposes of utilising the Specified Consultancy Service by way of a non-exclusive license subject only to payment in full of all sums payable under the Contract.

7.5 Any Input Material or other information provided by The Client which is so designated by The Client shall be kept confidential by Protutorial Ltd., and all Output Material or other information

provided by Protutorial Ltd. which is so designated by Protutorial Ltd. shall be kept confidential by The Client, except that the foregoing shall not apply to any documents or other materials, data, or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

7.6 The Client warrants that any Input Material and its use by Protutorial Ltd. for the purpose of providing the Specified Consultancy Service will not infringe the copyright or other rights of any third party and The Client shall indemnify Protutorial Ltd. against any loss, damages, costs, expenses, or other claims arising from any such infringement.

7.7 Subject to clause 7.6, Protutorial Ltd. warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Consultancy Service will not infringe the copyright or other rights of any third party and Protutorial Ltd. shall indemnify the Client against any loss, damages, costs, expenses, or other claims arising from any such infringement.

FORCE MAJEURE

8.1 If either party is affected by Force Majeure it shall forthwith inform the other party in writing of the matters constituting the Force Majeure and shall keep the party fully informed of the continuance and of any change of circumstances whilst such Force Majeure continues.

8.2 Protutorial Ltd. shall not be liable for any breach of its obligations resulting from a cause beyond its control including but not limited to fire, strikes, insurrection, riots, embargoes, shortage of materials, delays in transportation, requirements of civil or military authority, war, civil unrest, or terrorist action. If a default due to any of these matters shall continue for 60 days, Protutorial Ltd. shall have the right to terminate the Contract without liability to The Client by serving written notice on The Client.

8.3 Save as provided for in clause 8, a Force Majeure shall not entitle The Client to terminate this Contract and neither party shall be in breach of this Contract nor otherwise liable to the other party, by reason of any delay in performance or non-performance of any of its obligations due to a Force Majeure.

WARRANTIES AND LIABILITY

9.1 Protutorial Ltd. warrants to The Client that the Specified Consultancy Service will be provided using reasonable care and skill and, as far as reasonably possible in accordance with the Specification and at the intervals and within the times referred to in the Specification.

9.2 Where in connection with the provision of the Specified Consultancy Service Protutorial Ltd. supplies any goods or services supplied by a third party, Protutorial Ltd. does not give any warranty, guarantee, or other term as to their quality, fitness for purpose, or otherwise but shall where possible assign to The Client the benefit of any warranty, guarantee, or indemnity given by the person supplying the goods to Protutorial Ltd.

9.3 Any claim by The Client of any breach by Protutorial Ltd. of the Contract or these Conditions (including the warranty contained in Clause 9.1 above), must be notified to Protutorial Ltd. within 30 days of the supply of the Specified Consultancy Service. If The Client does not notify Protutorial Ltd. accordingly, The Client will be deemed to have accepted the Specified Consultancy Service and Protutorial Ltd. shall have no liability in relation to the provision of the Specified Consultancy Service, and The Client shall be bound to pay the Price in full. Where The Client has made a valid claim, Protutorial Ltd. will at its sole discretion either re-perform the part of the Specified Consultancy Service which does not comply with the Contract or refund The Client of such amount of the Price as is reasonable on a quantum meruit basis.

9.4 Protutorial Ltd. shall have no liability to The Client for any loss, damage, costs, expenses, or other claims for compensation arising from any Input Material or instructions supplied by The Client which are incomplete, incorrect, inaccurate, illegible, out of sequence, or in the wrong form or arising from their late arrival or non-arrival or any other fault of The Client.

9.5 Except in respect of death or personal injury caused by Protutorial Ltd.'s negligence or as expressly provided in these Conditions, Protutorial Ltd. shall not be liable to The Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law, or under the express terms of the Contract for any loss of profit or any indirect, special, or consequential loss, damage, costs, expenses, or other claims (whether caused by the negligence of Protutorial Ltd., its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by The Client, and the entire liability of Protutorial Ltd. under or in connection with the Contract shall not exceed the amount of Protutorial Ltd.'s charges for the provision of the Specified Service, except as expressly provided in these Conditions.

9.6 Subject as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.7 Any dates quoted for delivery of the provision of the Specified Consultancy Services are approximate. Protutorial Ltd. shall not be liable to The Client or be deemed to be in any breach of the Contract by reason of any delay in performing or any failure to perform any of Protutorial Ltd.'s obligations in relation to the Specified Service. Unless stated in the Overriding Terms and Conditions time of delivery of the Specified Consultancy Service shall not be of the essence of the Contract.

CONFIDENTIALITY

10.1 The Client shall keep in strict confidence all technical or commercial knowledge, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to The Client by Protutorial Ltd. or its agents and any other confidential information concerning Protutorial Ltd.'s business or its products which The Client may obtain and The Client shall restrict disclosure of such confidential material to such of its employees, agents, or subcontractors as need to know the same for the purpose of discharging The Client's obligations to Protutorial Ltd. and shall ensure that such employees, agents, or subcontractors are subject to like obligations of confidentiality as bind The Client.

TERMINATION

11.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and if capable of remedy fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into administration, administrative receivership, receivership, voluntary arrangement or liquidation or in the case of an individual or firm becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

11.2 The cost of all and any work completed by Protutorial Ltd. up to the date of termination and any costs incurred by Protutorial Ltd. as a result of a cancellation by The Client under clause 11.1 will be payable by The Client to Protutorial Ltd.

DATA PROTECTION ACT 2018

12.1 Protutorial Ltd. is registered under the Data Protection Act 2018. It will only use any personal information made available to it for the purpose of providing the Specified Consultancy Service to The Client outlined in the Contract.

GOVERNING LAW

13.1 The construction, validity, and performance of the Contract and these terms and conditions shall be governed and construed in accordance with English law.

GENERAL

14.1 These Conditions (together with the terms, if any, set out in the Specification and/or Special and Overriding Terms and Conditions) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed 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 pursuant to this provision to the party giving the notice.

14.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14.5 When Services are provided by Protutorial Ltd. as part of a Government-funded scheme, The Client shall keep and make available for audit by Protutorial Ltd.'s or Government auditors all records relating to the Services including any Baseline, Outputs, or Results data provided by The Client until 31st December 2031 or any alternative date provided in writing by Protutorial Ltd.