

## **RESULT UK Limited (“RESULT”) - Terms and Conditions**

### **Terms of engagement**

1. The terms contained herein and in the attached description of our services (“the Scope”) (together “this Agreement”) may not be altered except by agreement between us in writing. If there is any conflict between these terms and the Scope which sets out details of our services (“the Project”), the Scope will prevail.

### **Conflicts**

2. You agree that we reserve the right to act for other clients who may be your competitors before, during and after the Project, subject to the following two paragraphs.

### **Confidentiality**

3. We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to the Project.

4. You agree that it will be sufficient compliance with our obligations under paragraph 3 above for us to take such steps as we in good faith think fit to preserve confidential information both during and after the Project.

5. We may communicate with you via email. You should be aware that the internet is not a secure medium and we cannot guarantee the security or integrity of such communications. If you require a greater level of security, you should raise this with us at the outset of the Project.

6. We may, at our discretion, use sub-contractors to provide services to you. You agree that we may provide those sub-contractors, on a confidential basis, with such information as may be necessary for them to undertake their work.

### **Data Protection**

7. Unless otherwise specified in the Scope, we shall each be considered an independent data controller and each of us will comply with the obligations applicable to us under the General Data Protection Regulation (“GDPR”) and/or the prevailing data protection legislation in the UK at all times.

8. If you require further information about our approach to compliance with the GDPR and data protection law please contact your usual

contact at RESULT, or see our detailed privacy notice on our website.

### **Intellectual property rights and documentation**

9. All intellectual property rights (including copyright) which attach to materials we create belong to us unless we agree otherwise in the Scope. We grant you a non-exclusive, non-transferable licence to use such written materials which we create for you for the sole purpose of the Project to which they relate and for no other purpose. This licence may be revoked upon non-payment of our fees.

10. Unless otherwise agreed in writing we shall retain documentation for the duration of the project described in the Scope and thereafter delete such documentation, or put beyond normal use.

### **Assistance**

11. As far as reasonably practicable you agree to provide us with timely instructions, information and materials necessary for us to perform our services promptly. You also undertake to notify us of all material changes to any circumstances which might be relevant to the Project and to obtain written confirmation from us regarding the terms of delivery of the new requirements.

### **Legal**

#### *Construction and jurisdiction*

12. This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by, and construed in accordance with, English law, and the English Courts shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Project and any matter arising from it, including any non-contractual obligations arising out of or in connection with it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

13. For the purposes of this Agreement:

- “Addressee” means any party whom we have agreed in writing may have the benefit of and rely upon our work under the Project;
- “Damage” means all losses, damages and costs suffered or incurred, directly or indirectly, by you and any Addressees in respect of the Project

including as a result of breach of contract, breach of statutory duty, tort (including negligence), or other wrongful act or omission;

- “Limit of Liability” means £1million, or the limit specified in the Scope, whichever is lower.

#### *Force Majeure*

14. RESULT will not be liable to you or any Addressee for any economic loss or damage you or any Addressee may suffer if we are unable to provide services in connection with the Project in a proper manner or at all due to forces and events beyond our control.

#### *Contracts (Rights of Third Parties) Act 1999*

15. Subject to paragraphs 16 and 17, it is not intended by the parties to this Agreement that any term which may be construed as conferring a benefit on any person who is not a party to this Agreement should be enforceable by such party.

16. An Addressee may have the benefit of and enforce this Agreement subject to the terms thereof (including in particular all burdens and limitations) and subject to any specific terms of the agreement in writing referred to in paragraph 13.

17. Any terms limiting or excluding the liability of any person who is not a party to this Agreement may be enforced by that person.

#### *Limitation of Claims*

18. RESULT neither owes nor accepts any duty to any person under or in connection with the Project other than yourself and any Addressees.

19. Except in the case of a claim alleging individual fraud or dishonesty, no claim shall be brought against any of our directors, employees or agents personally. This does not affect any right of action against RESULT.

20. Any claim in respect of any Damage suffered or alleged to have been suffered must be made within the period permitted by law and in any event within three years of the date when the claimant became aware of the facts which give rise to the claim or potential claim.

#### *Limitation of Liability*

21. No limitation shall apply in respect of Damage arising from fraud or dishonesty attributable to RESULT or in respect of liabilities which cannot lawfully be limited or excluded.

22. Subject to paragraph 21 the liability of RESULT shall be limited as described in the following paragraphs.

23. The aggregate liability of RESULT for Damage (including interest thereon if any) in respect of the Project, including any contribution under the Civil Liability (Contribution) Act 1978, shall be limited to the Limit of Liability.

24. The Limit of Liability shall be allocated between you and any Addressees in such proportion as you shall agree. No party shall dispute the validity, enforceability or operation of the Limit of Liability on the ground that no such allocation was agreed.

25. Subject always to the Limit of Liability, the liability of RESULT to any claimant (“the Claimant”) under or in connection with the Project shall be limited to that proportion of the Damage suffered by the Claimant as is just and equitable having regard to any contributory negligence on the part of the Claimant and any responsibility for the Damage in question of any other party to this Agreement or Addressee or of any other person who owes or has at any time owed a duty to the Claimant in relation to the Project.

#### *Limitation of the Project*

26. You may only rely on our advice for the purposes for which, and at the time at which, it was given and only if you have clearly and fully made known those purposes to us.

27. Where we are asked to prepare a report or otherwise give detailed advice you should not rely on oral, draft or interim reports or advice unless you have specifically asked us to confirm that oral, draft or interim advice in writing and we have done so.

28. We shall not be under any obligation to update any advice, report or product of our services to take account of events occurring after the Project is completed. We shall not be under any obligation to remind you of any time critical date or another matter or event occurring after the Project is completed.

29. If you wish us to complete the Project within a short timescale which is insufficient to enable us to consider fully the issues that may arise the standard of care which you are entitled from us shall be no more than that which may reasonably be expected in the circumstances.

#### *Non-solicitation*

30. You shall not offer employment to or otherwise solicit any of our directors or members of staff working on the Project, nor

use the services of any partner or member of staff, either independently or via a third party following the conclusion of the Project for a period of one year.

31. Should you breach the obligation in paragraph 30 and employ or engage a director or member of our staff during this period, we reserve the right to charge you a fee equal to 30% of the total remuneration package (including benefits) payable by us to the director or member of staff at the time that their employment with us ceases. You acknowledge that this is a fair and reasonable term representing a genuine pre-estimate of loss caused to us by your employing or engaging any of our directors or members of staff.

#### *Other service providers*

32. If we work on a matter alongside another service provider you will be responsible for ensuring we have the information held by the other service provider which relates to the Project. We shall be entitled to rely on such information unless you tell us otherwise.

33. The other service provider's work will be governed by their own terms and conditions. We cannot be responsible for any acts, omissions, errors or deficiencies in their work.

34. Normally we will ask for you to contract with another service provider directly. If, exceptionally, we agree to retain them on your behalf, we shall do so as your agent and you will be liable for their fees and expenses.

#### *Termination*

35. The Agreement can be terminated at any time by either party subject to the provision of four weeks' prior written notice. For the avoidance of doubt, email may constitute written notice. Termination will not affect any accrued rights, existing commitments or contractual provisions that may have accrued up until the date of termination.

#### **Fees**

36. Fees will be due for payment on receipt of the invoice or any request for payment.

Unless otherwise agreed in the Scope our fees will be charged separately for each of the main classes of work described in the attached Scope and, together with disbursements and VAT at the appropriate rate, will be billed at appropriate intervals during the course of the year.

37. In the event that as a result of the Project we are requested or authorised by you, or are required by government regulation or other

legal process to produce information or our personnel as witnesses in a proceeding to which we are not a party, or where (without any negligence, or wrongful act, or omission or default on our part) we find ourselves subject to a claim from another party, you will reimburse us for our reasonable time and reasonable expenses, and the fees and reasonable expenses of our legal advisers incurred in responding to such requests, and will indemnify and hold us harmless against all losses, damages and costs arising from any such claim.