TRACY SUFF TRADING AS TSVA Limited

Terms and Conditions

Application of terms and conditions

1. In these terms and conditions "us" or "we" shall mean Tracy Suff trading as TSVA Limited of 30 Fawcett Crescent, Woodley, RG5 3HU and "you" shall mean the person or entity named as the client in the Schedule.

2. By signing below you agree to the following terms and conditions and that these apply to and are incorporated into the contract between us (**Contract**) to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. You should print or otherwise save a copy of these terms and conditions for your records. The Contract will commence on the date you sign below and will continue until the sooner of the Services being provided and the Contract being terminated pursuant to the paragraph entitled 'Termination' below. If you do not sign below but continue to instruct us, you shall be deemed to have agreed to these terms and they shall be duly incorporated into the Contract.

3. We reserve the right to vary these terms and conditions at any time upon notice to you.

Provision of Services

4. We shall provide you with the Services as set out in the Schedule or as agreed in subsequent email correspondence between us.

5. Our normal office hours are 9am to 5pm Monday to Thursday (excluding Bank Holidays). [If you request Services outside of these hours, we reserve the right to charge an additional 50% of the fees.

6. If the Services are being provided as part of a retainer, all hours worked in addition to the number of hours included in the retainer will be charged at the agreed daily rate.

7. All of the time that we spend working on the Services, including without limitation research, administration and communication (whether by telephone, email, fax or otherwise) will be chargeable at the applicable daily rate or included in the retainer hours (as the case may be).

Charges, expenses and invoicing

8. In consideration of us providing the Services to you, you shall pay to us the charges set out in the Schedule or as agreed in subsequent email correspondence between us.

9. We shall submit an invoice to you for the charges for the Services and you shall pay each invoice, in full and in cleared funds, within 14 days of the date of the invoice to the bank account specified on the invoice.

10. If the Services are being provided as part of a retainer, payment for each month is due monthly in advance and invoices will be delivered accordingly. Otherwise, we shall invoice you as soon as practicable after the last day of each month.

11. All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).

12. Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may charge interest on the sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Starling Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand.

13. We reserve the right to charge you a deposit on account of the charges, the amount of the deposit to be at our discretion.

14. You shall reimburse us for all hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by us in providing the Services. These expenses shall be detailed in your invoice and we may invoice you for such expenses at such times as we think appropriate.

15. All stationery, materials, postage and other administrative costs reasonably incurred by us as part of the provision of the Services will be invoiced at cost in addition to our stated charges.

16. Our charges for time spent are calculated in fifteen-minute units using daily rates.

Force majeure

17. If we are prevented from or delayed in performing our obligations by your act or omission (or of your agents, subcontractors, consultants or employees) or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

Intellectual Property

18. As between us and you, all Intellectual Property Rights and all other rights in any materials provided by us shall be owned by us. We license all such rights to you on a non-exclusive basis only to such extent as is necessary to enable you to make reasonable use of the Services.

Confidentiality

19. You shall keep in strict confidence all know-how, processes or initiatives which are of a confidential nature concerning our business. We will keep confidential all information disclosed by you or your employees in relation to the provision of the Services.

20. Notwithstanding paragraph 19, we will be entitled to disclose confidential information relating to or belonging to you (i) if agreed in advance with you, (ii) to our insurers, (iii) to our auditors and other professional advisers appointed from time to time, (iv) to any employee, consultant or any person to whom we subcontract any of the Services and (v) to any other party to the extent required by law or regulation or a regulatory authority.

Liability

21. While we endeavour at all times to ensure the accuracy of the completed work supplied to you, it is your responsibility to verify its accuracy upon receipt and we shall not be liable for any inaccuracies or any losses directly or indirectly arising from such inaccuracies. Any errors notified to us within 14 days of completion will be rectified by us free of charge.

22. We shall not under any circumstances be liable for any consequential or indirect loss of any type suffered by you. Our total liability to you, whether in contract or otherwise, shall be limited to the price paid for the Services in the 12 months preceding any settlement or adjudication of any claim.

23. Nothing in these terms and conditions excludes our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited by applicable law.

24. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

25. We shall not be liable for any loss, damage or theft of any data, materials, projects, equipment or any items relating to the Services.

26. You agree that we may communicate with you by email sent without encryption over the internet. We shall not be responsible for any loss or damage arising from unauthorised interception, re-direction, copying or reading or emails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means.

Termination

27. Without prejudice to any other rights or remedies to which either of us may be entitled, either of us may terminate the Contract without liability to the other if:

a. the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

b. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

c. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

d. a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

e. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

f. the other party ceases, or threatens to cease, to trade; or

g. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

28. Where we are providing Services on a monthly retainer basis, you may terminate the Contract by providing us with **one** months' written notice, such notice not to be served before the expiry of **3 months** from the date of commencement of the Contract. Otherwise, you may terminate the Contract at any time on written notice to us.

29. On termination of the Contract (howsoever caused) we will charge you for all the work completed by us up to the date of termination on a pro-rata basis and any cost incurred by us in concluding or transferring the matter.

30. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

31. We will not be obliged to retain documents and information or any other materials provided by you to us after termination of the Contract and we accept no liability or responsibility for any loss

or damage caused by our failure to retain files and/or documents after such termination and are authorised by you to destroy the files and/or documents after such time.

32. After completion of the Services, you agree that we shall be entitled to retain and use for our own purposes copies of all documents created or used by us during the provision of the Services.

33. You agree that we shall be entitled to retain all files and documents created or used by us during the provision of the Services until our fees and disbursements have been paid in full.

Assignment and subcontracting

34. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.

35. You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.

Waiver

36. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

No partnership

37. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between us, nor constitute either of us the agent of another party for any purpose. Neither of us shall have authority to act as agent for, or to bind, the other in any way.

Third Party Rights

38. A person who is not a party to the Contract shall not have any rights under or in connection with it.

Entire Agreement

39. The Contract constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Contract.

Governing Law and jurisdiction

40. These terms and conditions are governed by the law of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises in connection with the provision of the Services.