
MOORE INSIGHT

STANDARD TERMS AND CONDITIONS

CLIENT: xxxxxxxx

1. Services

- 1.1. Moore Stephens Insight Limited t/a Moore Insight (Moore Insight) will provide services to the Client to meet the requirements as set out in the Proposal.
- 1.2. For the purpose of these Terms and Conditions, the Proposal is defined as being the Proposal as set out in the scope of work as agreed between Moore Insight and the Client.
- 1.3. The Proposal for services shall only be deemed to be accepted when Moore Insight issues written acceptance of the Proposal at which point and on which date the Contract shall come into existence.
- 1.4. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.5. Where there are any material changes to Client requirements during the course of the assignment, it is the Client's responsibility to communicate these to Moore Insight in writing, and to obtain written confirmation from Moore Insight concerning the terms of delivery of the new requirements.

2. The Consultants

- 2.1. Although Moore Insight endeavours to ensure continuity in the service of our consultants, consultants may be removed from the project:
 - by formal agreement between both parties in writing.
 - at the request of the Client subject to four week's written notice
 - at the request of the Client without four week's written notice, if the consultant concerned has breached the terms as set out in these Terms and Conditions and the Proposal.
 - at the request of Moore Insight subject to four week's written notice.
 - at the request of Moore Insight without notice or with only limited notice should this course of action be necessitated by circumstances outside our control.
- 2.2. Consultants' services will be provided subject to availability as set out in the Proposal. Moore Insight will inform the Client in advance of any future commitments which will reduce the availability of any of the consultants.
- 2.3. There may be occasions when the consultants' work is carried out away from the Client's offices. This work will be recorded on time sheets in the normal manner and will be subject to the same daily fee rates as set out in the Proposal.
- 2.4. In order to protect the legitimate business interests of Moore Insight and any Moore Insight group company, the Client covenants with Moore Insight that it shall not (except with the prior written consent of Moore Insight):
 - 2.4.1. attempt to solicit or entice away; or
 - 2.4.2. solicit or entice away,

from the employment or service of Moore Insight or any Moore Insight group Company, the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Moore Insight or any Moore Insight group company.

2.5 For the purpose of this clause 2.4, Restricted Person shall mean any firm, company or person employed or engaged by Moore Insight or any Moore Insight group company during the term of the Proposal, who has been engaged in the provision of the services or the management of the Proposal either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

2.6 The Client shall be bound by the covenant set out in Clause 2.5 during the term of the Proposal and for a period of 6 months after termination or expiry of the Proposal.

3. Contract Value

3.1. Where daily rates are agreed for our consultants in the Proposal, these are subject to review at the end of the current assignment as set out in the Proposal or on extension of the current assignment. Where the assignment is of an on-going nature, the rates are subject to annual review.

3.2. Daily rates for any additional consultants added to the assignment will be agreed in writing between the parties.

3.3. Where applicable daily rates are payable for a complete day worked. A complete day is defined as 7¹/₂ hours. Part days will be paid pro rata. Moore Insight's consultants will not be expected to work significantly in excess of the standard 7¹/₂ day for any significant period. Should assignment deadlines require an extended period of overtime working Moore Insight reserves the right to charge for the additional hours worked by the consultants on a pro rata basis.

3.4. The cost of travel and subsistence when visiting Client locations and related out-of-pocket expenses will be reimbursed by the Client at cost subject to the following conditions:

- these costs must be incurred wholly and exclusively for the assignment.
- these costs must be authorised in advance by the Client.
- our claim for expenses must conform to the Client's standard expense rates.

3.5. All fees and expenses are subject to VAT at the appropriate rate.

4. Assignment Duration

4.1 The duration of the assignment will be as set out in the Proposal.

4.2 The duration of the assignment may be varied from time to time, by written agreement of the parties.

5. Payment Terms

5.1. Moore Insight will provide invoices in accordance with the terms set out in the Proposal.

5.2. All such invoices are payable by the Client within 30 days of the invoice date.

5.3. If requested, Moore Insight will provide the Client with monthly time sheets.

5.4. Moore Insight will conform to all systems and procedures set up by the Client to verify the delivery and quality of the work carried out by Moore Insight.

5.5. If the Client fails to make payment of an invoice within seven days of the due date, Moore Insight shall be entitled to charge interest for late payment in accordance with the Late Payments of Commercial Debts (Interest) Act 1998, as amended and supplemented by the

Late Payment of Commercial Debts Regulations 2002 and 2013. This is to be charged at a rate of 8% above the Bank of England reference rate as stated in the above legislation. If payment is still outstanding after seven days of the due date, interest charges will be applied for the previous seven days and daily thereafter until payment has been received.

6. Termination of Assignment

- 6.1. Without affecting any other right or remedy available to it, Moore Insight may terminate the Proposal with immediate effect by giving written notice to the Client.
- 6.2. Without affecting any other right or remedy available to it, either party may terminate the Proposal with immediate effect by giving written notice to the other party if:
 - 6.2.1. the other party commits a material breach of any term of the Proposal and (if such a breach is remediable) fails to remedy that breach within two days of that party being notified in writing to do so;
 - 6.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 6.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 6.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Proposal has been placed in jeopardy.
- 6.3. On termination of the Proposal:
 - 6.3.1. the Client shall immediately pay to Moore Insight all of its outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, Moore Insight shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - 6.3.2. Moore Insight shall be entitled, at its discretion, to charge for the services to the carried out up to the end of the assignment under the Proposal; and
 - 6.3.3. the Client shall return all of the materials supplied by Moore Insight and any deliverables, at the request of Moore Insight. If the Client fails to do so, then Moore Insight may enter the Client's premises and take possession of them.

7. Assignment Terms

- 7.1. Moore Insight considers and intends the business relationship to be a contract between two independent companies. Specifically, both parties acknowledge that this relationship does not give rise to a contract of employment between the Client and the consultants engaged by Moore Insight.
- 7.2. Moore Insight's consultants will be expected to use their initiative, experience and specialist expertise to deliver the services as set out in the Proposal.
- 7.3. Whilst Moore Insight's method of work will be our own, we will comply with all reasonable requests by the Client to abide by procedural and quality standards documented on the assignment and provided to Moore Insight.
- 7.4. Moore Insight agrees to complete progress reports as set out in the Proposal and any other standard documentation as agreed with the Client in order to monitor progress on the assignment.

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- 7.5. Moore Insight's consultants will, whilst working on the Client's premises, comply with the Client's rules and standard working practices relating to health, safety, security, dress code, hours of work, administrative procedures and appropriate conduct.
- 7.6. Moore Insight together with any consultants engaged by it may freely undertake work for other third parties during the course of this engagement, the Proposal is not exclusive.
- 7.7. The Client bears no responsibility for Moore Insight and Moore Insight consultants' tax and national insurance liabilities.
- 7.8. All Intellectual Property Rights in or arising out of or in connection with the Proposal shall be owned by Moore Insight.
- 7.9. Moore Insight grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Proposal to use the deliverables and materials for the purpose of receiving the services provided by Moore Insight under the Proposal.
- 7.10. The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.9.
- 7.11. The Client shall indemnify Moore Insight against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Moore Insight arising out of or in connection with:
- 7.11.1. any claim made against Moore Insight for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Client licence to use Moore Insights Intellectual Property Rights.
- 7.12. For the purpose of clause 7.8 to 7.11, Intellectual Property Rights shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off [or unfair competition, rights in designs, [rights in computer software,]database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 7.13. Upon termination of the assignment Moore Insight will be required to deliver up all correspondence, specifications, papers and any other items belonging to the Client which may be in its possession at that time.
- 7.14. Moore Insight will take all reasonable steps to comply with any timetable or other targets for progress or delivery or completion of the specified services set out in the Proposal and each party understands and acknowledges that such timetables and targets may change as the nature and circumstances of the project change.

7.15. Data Protection

Moore Insight shall process any personal data in accordance with its privacy notice, which can be found at <https://www.moore-insight.com/privacy-policy>.

7.16. Professional Indemnity insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurers are administered by Tokio Marine HCC, subsidiary of HCC International Insurance Company PLC of 1 Aldgate, London EC3N 1RE. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada.

Limitation of liability

8.1 Moore Insight has obtained insurance cover in respect of professional indemnity for claims not exceeding £5,000,000. The limits and exclusions in this clause reflect the insurance cover Moore Insight has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Proposal including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

8.4 Nothing in this clause 8 shall limit the Client's payment obligations under the Proposal.

8.5 Nothing in the Proposal limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.6 Subject to clause 8.3 (No limitation in respect of deliberate default), and clause 8.5 (Liabilities which cannot legally be limited), Moore Insight's total liability to the Client shall not exceed the amount invoiced under the Proposal.

8.7 Subject clause 8.3 (No limitation in respect of deliberate default), clause 8.4 (No limitation of client's payment obligations) and clause 8.5 (Liabilities which cannot legally be limited), this clause 8.7 sets out the types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

8.9 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Proposal.

8.10 Unless the Client notifies Moore Insight that it intends to make a claim in respect of an event within the notice period, Moore Insight shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.11 This clause 8 shall survive termination of the Contract.

General

Force majeure. Neither party shall be in breach of the Proposal nor liable for delay in performing, or failure to perform, any of its obligations under the Proposal if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Assignment and other dealings.

Moore Insight may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Proposal.

The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Proposal.

Confidentiality.

Each party undertakes that it shall not at any time during the Proposal, and for a period of two years after termination or expiry of the Proposal, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by the clause below:

- (a) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Proposal.

Entire agreement.

The Proposal constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Proposal it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Proposal. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Proposal.

Variation.

Except as set out in these Terms and Conditions, no variation of the Proposal shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver. A waiver of any right or remedy under the Proposal or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Proposal or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Proposal or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance. If any provision or part-provision of the Proposal is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions. If any provision or part-provision of these Terms is deleted under this clause the parties shall negotiate in good faith to agree a

replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Third party rights.

Unless it expressly states otherwise, the Proposal does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Proposal.

Governing law. The Proposal, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Proposal or its subject matter or formation.