

South West PAs Limited

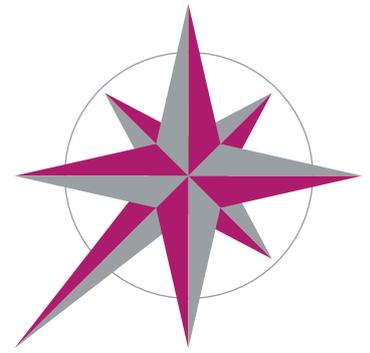
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South West PAs^s

Terms of Business (Contracted Assignments) - South West PAs Limited

1. Introduction

- 1.1 The following terms of business (the “Terms”) together with any attached engagement letter apply to personal administration, lifestyle management and concierge services (the “Services”) undertaken by the South West PAs Limited (the “Company”). All work carried out in connection with such assignments is subject to these Terms except to the extent that they are expressly modified by a particular proposal or engagement letter signed by the Company, where it agrees to modify its Terms. These Terms shall take precedence over any other terms previously supplied by the Company.
- 1.2 If there is any conflict between terms, conditions or representations made in any proposal or engagement letter and these Terms, then these Terms will be superseded but only to the extent of the conflict between the respective documents.
- 1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Specification

- 2.1 The Services to be provided for this specification (the “Assignment”) are described in full in the engagement letter.
- 2.2 For the avoidance of doubt, Services do not include legal, investment, tax or accounting advice.

3. Fees & Expenses

An estimate of the Company’s charges (the “Fees”) (excluding VAT and related expenses) for the Assignment is provided in the engagement letter and will remain valid for three months from the date of the letter.

All quoted fee rates cover the Company’s consultant time spent on the Assignment whether at the workplace or home location of the client or elsewhere, unless expressly stated otherwise. No charge is made for travelling time between the registered offices of the Company and the location of the Assignment unless it exceeds one hour.

Where Fees are quoted at a daily rate, the normal working day will be eight hours; part days will carry an appropriate proportional Fee. Except in exceptional circumstances which will be agreed in advance, no more than eight hours will be charged in any one day.

Expenses directly associated with the Assignment, including travel and subsistence for the consultant, and appropriate costs of clerical assistance, computer usage, printing etc will also be charged. Should the need arise during the work for ancillary services not specified in the engagement letter, their provision will be subject to agreement before expenditure is incurred. Travel required to complete the Assignment, which is not between the registered offices of the Company and the workplace or home of the Client, will be charged at 40 pence per mile, or standard class rail fare or economy class airfare. The form of travel to be used will be decided in discussion with the Client.

Where work is carried out at the client’s premises, the client will provide without charge all necessary office accommodation and the use of telecommunications.



4. Payment

An invoice for fees relating to each session will be submitted at the end of each Assignment, unless covered by a subscription by regular direct debit, and are payable in full within 14 days. Interest will be charged at 5% over the Bank of England base rate on account balances exceeding these Terms.

5. Intellectual Property Rights

The copyright in the content of any work produced during or as a result of the Assignment is the absolute property of the Company. The client shall not be entitled to reproduce the copyright work unless agreed by the Company.

All surveys, forecasts and recommendations contained in the Company's reports are made in good faith and on the basis of the information available to the consultant at the time of the Assignment. Since the attainment of such results and the efficacy and accuracy of such surveys, forecasts and recommendations depend to a large extent on factors outside the Company's knowledge and control, such statements, surveys, forecasts and recommendations will not be deemed in any circumstances to be representations, warranties or contractual obligations. If the Company includes information in any such report that is supplied to it for such use by its client, then the Company shall assume that this information is supplied in good faith and as such is accurate at the time of supply.

6. Confidentiality

- 6.1 Each party agrees that it will not disclose (without the other's prior written consent) any personal, technical or commercial information with which they may become familiar during the course of the Assignment and which they may reasonably be expected to be aware would be or would constitute a confidential matter. Information which is already in the public domain and freely available shall be excluded from this restriction.
- 6.2 It is the Company's policy to refrain from disclosing details of conversations held between the consultant and the client to any third party (without the prior consent of the client) unless such disclosure is authorised under the Data Protection Act 1998 or is required by law to the police or any other legal body.
- 6.3 Save as otherwise agreed in sub-clauses 6.1 and 6.2, the Company reserves the right to advertise, market and generally promote the work it carries out with the client in its marketing and promotional endeavours.

7. Termination

Each party agrees to give the other party one month's notice in writing to terminate this contract unless otherwise agreed and detailed in the engagement letter. Fees and expenses to the date of termination are payable by the client.

8. Postponement

Postponement fees are due when a session is postponed with less than 48 hours notification of the session due date. In this case 100% of the time allocated is payable.



9. Force majeure

The Company shall not be in breach of this contract if there should be any total or partial failure of its performance of the contract occasioned by any Act of God or Act of Government or State, war, civil commotion, embargo, failure of any computer system, prevention from or hindrance in obtaining any materials, energy or other supplies, labour dispute of whatever nature or reason beyond the control of the Company.

10. Liability

- 10.1 The client agrees that the Company's express obligations and liabilities are exhaustively set out in this contract and are in lieu of and to the exclusion of any condition, term or representation (express or implied) relating to its Services.
- 10.2 The client is responsible for any use of the work the Company carries out.
- 10.3 Materials and services are supplied on the basis that the Company does not have liability of any kind (including negligence) to the client or any other party arising out of the use by the client or any other person of any information or opinions expressed during the Assignment or any materials supplied or out of the interpretation of any derived information.
- 10.4 The Company will not be required to provide the Services detailed in the Assignment if prevented from doing so by the acts or omissions of the client.

11. Indemnity

The client will indemnify the Company for any loss, claim, damage or expenses incurred by the Company as a result of any breach of the contract of which these Terms are part by the client without the Company's consent.

12. General

- 12.1 No waiver by the Company of any breach of the contract of which these Terms are part shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.2 If any provision of the contract of which these Terms are part is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected hereby.
- 12.3 A person who is not a party to this contract shall not have the right to enforce any term or terms of this contract pursuant to the Contract (Rights of Third Parties) Act 1999.
- 12.4 The contract of which these Terms are part shall be subject to and be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.