

TERMS AND CONDITIONS

1 Interpretation

1.1 In these Terms

'Good Management Group' means Good Management Group Limited (registered in England, No. 12483608), whose registered office is at Spaces, Arlington Business Park, Theale, Reading, England, RG7 4SA.

'Good Management Group's' Standard Charges' means Good Management Group's standard charges for its services for work such as that covered by the Service Agreement as may be determined and varied by Good Management Group in its absolute discretion from time to time.

'Customer' means the person, company, firm or other body named on the Title Sheet for whom Good Management Group has agreed to provide the Works in accordance with these Terms.

'Contract' means the contract for the provision of the Works, consisting of the Service Agreement, these Terms, the Special Conditions and the Programme of Works, as the same may be amended, modified or supplemented from time to time in accordance with these Terms.

'Document' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data.

'Input Material' means any Documents or other materials, and any data or other information provided by the Customer relating to the Works.

'Output Material' means any Documents or other materials, and any data or other information provided or created by Good Management Group relating to the Works.

'Programme of Works' means the works to be carried out in connection with the Contract as set out in the relevant contract Documents. This may also be titled a 'Proposal'.

'Special Conditions' means any special conditions which have been agreed between Good Management Group and the Customer as applying to the Contract, in addition to these Terms, as set out in the specific contract Documents.

'Subcontractor' means a suitably qualified and skilled individual or company Good Management Group may appoint to carry out work.

'these Terms' means these terms and conditions.

'Title Sheet' means the front title sheet to the Contract which, among other things, names the Customer.

'Works' means the services to be carried out by Good Management Group for the Customer pursuant to the Contract, consisting of the parts of the Programme of Works for which Good Management Group is responsible as set out in the attached Documents, together with any modified or additional services as Good Management Group may agree in writing.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted.

2 Commencement & Duration

2.1 Good Management Group shall commence the Works on the commencement date set out in the Programme of Works, or where none is specified, shall commence the Works at such time as Good Management Group and the Customer shall agree.

2.2 Good Management Group shall continue to provide the Works until they are completed in accordance with the Programme of Works, subject to earlier termination of the Contract as set out below.

2.3 Time shall not be of the essence of the Contract.

3 Provision of the Works

3.1 Good Management Group shall provide the Works to the Customer subject to these Terms and the Special Conditions. In the event of any conflict or inconsistency between these Terms, the Special Conditions and/or the Programme of Works, the Special Conditions shall prevail, following which the provisions of the Programme of Works shall prevail over these Terms. Any changes or additions to the Contract must be agreed in writing by Good Management Group and the Customer.

3.2 The Customer shall at its own expense supply Good Management Group with all necessary Documents or other materials, and all necessary data or other information relating to the Programme of Works within sufficient time to enable Good Management Group to provide the Works in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.

3.3 The Customer shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Good Management Group shall have no liability for any such loss or damage, however caused, including due to negligence. All Output Material shall be at the sole risk of the Customer from the time of delivery to or delivery or holding to the order of the Customer.

3.4 The Works shall be provided in accordance with the Programme of Works and otherwise as agreed in writing between Good Management Group and the Customer from time to time, subject to these Terms.

3.5 Good Management Group may correct any typographical or other errors or omissions in the Input Material without any liability to the Customer.

3.6 Good Management Group may at any time without notifying the Customer make any changes to the Programme of Works which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Works.

3.7 Good Management Group may appoint a subcontractor to perform services on their behalf, provided they are subject to obligations as regards confidentiality no less onerous than those contained in these conditions or any Special Conditions. Good Management Group shall be responsible for the remuneration of the subcontractor. For the avoidance of doubt, Good Management Group will continue to be subject to all duties and obligations under the Contract for the duration of the appointment of the subcontractor.

4 Delivery and Collection of Materials

4.1 Where any investigations or tests are to be carried out under the Contract on any products or materials, the Customer shall be responsible at his own expense for delivering the products or materials to such premises as Good Management Group directs for that purpose, and for collecting them when notified by Good Management Group that they or any of them are available for collection upon completion of the investigations or tests. If the Customer fails to collect them within 90 days, Good Management Group may, without prejudice to any other right or remedy available to Good Management Group;

4.1.2 store the products/materials until actual collection and charge the Customer for the costs (including insurance) of storage; or

4.1.3 sell the products/materials at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

5 Charges

5.1 The Customer shall pay to Good Management Group the charges set out in the Programme of Works or as set out in a quotation from Good Management Group for the Works or in the absence of these, shall pay Good Management Group's Standard Charges and any additional sums which are agreed between Good Management Group and the Customer for the provision of the Works or which, in Good Management Group's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.

5.2 All charges quoted to the Customer for the provision of the Works are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

5.3 Good Management Group shall be entitled to invoice the Customer following the end of each month in which the Works are provided, or at other times agreed with the Customer.

5.4 All sums payable to Good Management Group shall be paid by the Customer (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of Good Management Group's invoice. Good Management Group reserves the right to withhold the Output Material until payment has been received.

5.5 If payment is not made by the due date, Good Management Group will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002.

6 Rights in Input Material and Output Material

6.1 The property and any copyright or other intellectual property rights in:

6.1.1 Any Input Material shall belong to the Customer.

6.1.2 Any Output Material shall, unless otherwise agreed in writing between the Customer and Good Management Group, belong to Good Management Group, subject to the right of the Customer to use the Output Material for the purposes of utilising the results of the Works.

6.2 Any Input Material or other information provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by Good Management Group, and any Output Material or other information provided by Good Management Group in connection with the Works which is so designated by Good Management Group shall be kept confidential by the Customer;

6.2.1 the foregoing shall not apply to any Documents or other materials, data or other information which:

6.2.1.1 was already in the possession of the other party prior to its disclosure to the other party or which subsequently comes into the other party's possession free from any obligation of confidentiality; or

6.2.1.2 has been independently developed by the other party; or

6.2.1.3 was public knowledge at the time when it was so provided to the other party or which subsequently become public knowledge through no fault of the other party.

6.3 The Customer warrants that any Input Material and its use by Good Management Group for the purpose of providing the Works will not infringe the copyright, patents or other rights of any third party, and the Customer shall indemnify Good Management Group against any loss, damages, costs, expenses or other claims arising from any such infringement.

6.4 Subject to obtaining the prior written consent of Good Management Group, compliance with clause 6.5 below and compliance with any conditions relating to the form of the publication or reproduction attached by Good Management Group to the consent, the Customer shall be entitled to publish or reproduce the Output Material or any part thereof.

6.5 Where the Customer publishes or reproduces any Output Material, the Customer shall:

6.5.1 reproduce on any copy (whether in machine readable or human readable form) of the Output Material Good Management Group's copyright notices, or where there are none shall request in writing from Good Management Group the form of copyright notice that Good Management Group would like attached to the Output Material;

6.5.2 maintain an up-to-date written record of the number of copies of the Output Material (or any publication or reproduction thereof) and their location and upon request forthwith produce such record to Good Management Group; and

6.5.3 notify Good Management Group immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Output Material by any third party; and

6.5.4 without prejudice to the foregoing take all such other steps as shall from time to time be necessary or desirable to protect the confidential information and intellectual property rights of Good Management Group' in the Output Material.

7 Safety

Where Good Management Group is required to access any property of the Customer for the purposes of carrying out the Works, then the Customer shall provide unhindered access together with all relevant working facilities required by Good Management Group and shall provide safe access and a safe working environment which complies with all Health and Safety legislation.

8 Rights, Warranties and Liability

8.1 Good Management Group may perform the Contract using any other subsidiary of Good Management Group.

8.2 Good Management Group warrants to the Customer that the Works will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Programme of Works. Where Good Management Group supplies in connection with the provision of the Works any goods (including Output Material) supplied by a third party, Good Management Group does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.

8.3 Good Management Group shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer 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 Customer.

8.4 Except in respect of death or personal injury caused by Good Management Group's negligence, or as expressly provided in these Terms, Good Management Group shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Good Management Group, their servants or agents or otherwise) which arise out of or in connection with the provision of the Works or their use by the Customer, and the entire liability of Good Management Group under or in connection with the Contract shall not exceed the amount which has actually been paid by the Customer to Good Management Group for the provision of the Works, except as expressly provided in these Terms.

8.5 Except in respect of death or personal injury, the Customer will look only to Good Management Group (and not to any individual carrying out the Works, including any directors of Good Management Group) for redress if the Customer considers that there has been any breach of this Contract. The Customer agrees not to pursue any claims in contract, tort (including negligence) or for breach of statutory duty against any individuals carrying out Good Management Group's obligations under the Contract at any time, whether named expressly in the Contract or not.

8.6 Good Management Group shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform,

any of its obligations in relation to the Works, if the delay or failure was due to any fire or explosion, the loss of or damage to any products or materials in the course of the carrying out of any investigations or tests on them or any cause beyond Good Management Group's reasonable control.

9 Termination

9.1 The Contract shall terminate automatically on completion of the Works by Good Management Group, but such termination shall be without prejudice to any provision intended to operate thereafter.

9.2 Good Management Group shall not be required to fulfil its duties and obligations under the Contract if at any time Good Management Group is prevented from fulfilling its duties and obligations by any acts or omissions of the Customer or the Customer's personnel provided always that in order to avail itself of this provision Good Management Group must give written notice to the Customer of any such act or omission of the Customer within 72 hours of the occurrence of such act or omission.

9.3 Either party may terminate the Contract forthwith by notice in writing to the other if the other:

9.3.1 commits a breach of the Contract which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy;

9.3.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under the Contract) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

9.4 Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and, in particular but without limitation, the right to recover damages against the other and the provisions of sub-clauses 8.2, 8.3, 8.4 and 8.5 and clauses 6 and 15 shall remain in force and effect.

10 Assignment

Neither party shall assign, novate, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Contract without the prior written consent of the other, such consent not to be unreasonably withheld.

11 Third parties

11.1 Save as expressly provided in this agreement, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties their permitted successors and assignees).

11.2 Information on third parties handling customer data is detailed in our Data Protection Policy.

12 Entire Agreement

The Contract embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of the Contract. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in the Contract.

13 Waiver

No failure or delay on the part of either party hereto to exercise any right or remedy under the Contract shall be construed or operated as a waiver thereof or shall any single nor partial exercise of any right or remedy as the case may be. The rights and remedies provided in these Terms are cumulative and are not exclusive of any rights or remedies provided by law.

14 Notices

A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by pre-paid first class post or facsimile to the intended recipient's address given herein or to any other address supplied with reference to and in accordance with this clause to the other party hereto at their address for the purposes of service under the Contract. A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting. Where any notice is given by facsimile service of the same shall be deemed to be effected upon receipt of the normal confirmation of receipt.

15 Governing Law

The Contract shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.