

TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1 DEFINITIONS

"Purchase Order" means TWI's order form (which is subject to these Terms and Conditions) served to the Consultant which includes a full description of the package of work, delivery time, the fees payable and any terms applying to the specified package of work which are additional to these Terms and Conditions.

"Consultant" means the individual, firm or company to whom the Purchase Order is addressed.

"TWI" means TWI Limited and TWI Group of Companies.

"Consultancy Services" shall mean the specified package of work to be provided by the Consultant as detailed in the Purchase Order.

2 GENERAL

2.1 Save as expressly provided in the Purchase Order, these conditions are the only conditions upon which TWI is prepared to deal with the Consultant and they shall govern the Purchase Order to the entire exclusion of all other terms or conditions.

2.2 No amendment, modification, instruction, variation, waiver or change shall have effect unless expressed in writing and signed by a duly authorised representative, on behalf of TWI.

3 The failure of TWI at any time to enforce any of these Terms and Conditions or to exercise any right hereunder shall not constitute a waiver of the same nor shall it affect TWI's right thereafter to enforce the same. If any provision of these Terms and Conditions proves to be illegal or unenforceable, the remaining provisions shall continue in full force and effect.

3.1 The delivery of the Purchase Order (whether electronically or otherwise) by TWI to the Consultant shall constitute the contract between TWI and the Consultant for the provision of the Consultancy Services stated in the Purchase Order. The Contract is formed when the Consultant:

3.1.1 Confirms (verbally or in writing) acceptance of the order; or

3.1.2 Commences the Consultancy Services to TWI

4 SCOPE OF CONSULTANCY

4.1 Each package of work will be the subject of an individual TWI Purchase Order covering the full details of the Consultancy Services to be undertaken.

4.2 TWI does not guarantee any further Consultancy Services once the Purchase Order has been completed or terminated but may, at its discretion, elect to offer further terms of Consultancy Services if there is a business need.

5 PERFORMANCE OF SERVICES

5.1 All Consultancy Services shall be supplied in accordance with the provisions of the Purchase Order. Consultant will undertake to perform their duties under this Purchase Order in a professional and responsible manner with reasonable skill and care and shall undertake to perform the work to the best of their ability.

5.2 Consultant shall ensure a separate Purchase Order is received for each package of work covering the full details of the Consultancy Services to be undertaken. Consultant shall not commence any work which has not been authorised by an issued Purchase Order.

- 5.3** Consultant shall adhere to all current working practises when at TWI premises as advised by TWI, with particular attention to, but not limited to:
- i. Conformance with policies, rules and procedures concerning working practises;
 - ii. Conformance with Health, Safety, Environment and Security requirements;
 - iii. Conformance with IT Policy.

Please see Appendix 1.

- 5.4** Consultant shall ensure to provide suitable IT Equipment in order to undertake the Consultancy Services, ensuring security and confidentiality provisions are in line with the nature of the work undertaken and TWI's IT Policy as specified in Clause 5.3 above. Further to this Consultant shall set up a private e-mail address; this will be used during the undertaking of Consultancy Services to allow contact and information to be passed.
- 5.5** When visiting TWI premises Consultant shall ensure to report to reception each day upon arrival for health, safety and security purposes.
- 5.6** Consultant shall wear a TWI Visitors badge at all times when undertaking Consultancy Services on TWI premises.
- 5.7** Consultant shall, where required, be responsible for the costs and administration of any Consultant travel required to complete the body of work described in the Purchase Order.

6 COMPLETION AND DELIVERY

- 6.1** The Consultancy Services shall be completed by the date as specified in the Purchase Order or as varied by any Purchase Order amendments. Further to this Consultant shall work to any timescales TWI may reasonably issue from time to time or to any revision thereof.
- 6.2** Time of performance, completion and delivery shall be of the essence.
- 6.3** Consultant shall immediately notify TWI of any delay or anticipated delay whatsoever and its cause and shall keep TWI fully informed with dates of anticipated actual delivery and shall use its best endeavours (without reduction in any event in its contractual liability and damages or otherwise) to eliminate such cause or causes of delay.
- 6.4** If the Consultant fails to commence performance of the Consultancy Services on the starting date or if TWI considers that the Consultant may not be able to complete the Consultancy Services by any due date or in fact the Consultant shall fail to do so, then, in either event TWI may terminate this Purchase Order or any part thereof with immediate effect and the provision of Clause 13 shall particularly apply.
- 6.5** If the Consultancy Services are not delivered accordingly then the Consultant shall be fully responsible for any additional expenses and arrange to provide (at the written request of TWI) all such additional resources as are necessary to fulfil its obligations at no additional cost to TWI.

7 CONFIDENTIALITY

- 7.1** The Consultant shall keep the existence and terms of the Purchase Order and any information which is learned through its involvement with TWI or TWI's clients in strict confidence and will not disclose the same to and third party without the prior written consent of TWI. This Clause shall remain binding on the Consultant notwithstanding completion or termination of the Purchase Order.

8 PUBLICITY

The text of any press release or other communication to be published by or in the media or interviews concerning the subject matter of the Purchase Order shall require the prior written approval of TWI, which will not be unreasonably withheld or delayed.

9 PRICE

9.1 The price of the Consultancy Services shall be stated in the Purchase Order and unless otherwise agreed in writing by TWI shall be exclusive of value added tax but inclusive of all other charges, taxes, levies or duties in relation to the Consultants obligations under the contract, at law or otherwise.

9.2 For the avoidance of doubt Consultant will be responsible for the payment of all taxes including income taxes and national insurance contributions, and the like, as required by UK law.

9.3 Save as otherwise agreed in writing by TWI, no variation in the price nor will extra charges be accepted by TWI.

10 PAYMENT

10.1 In consideration of the satisfactory performance of the full scope of Consultancy Services as detailed in the Purchase Order, TWI shall pay the Consultant the price in the manner hereinafter provided, but it shall be a pre-condition to any entitlement to payment that the Consultant shall send TWI a detailed priced invoice (or invoices as instructed on the Purchase Order) clearly stating in each case on its face the Purchase Order number, any appropriate item numbers together with all other information which may reasonably be required by TWI from time to time and such invoice shall be presented as a VAT statement. In addition a monthly statement of account must be presented. Failure to follow this procedure may result in delays to payment.

10.2 Unless otherwise specified in the Purchase Order any payments for which TWI is liable shall fall due to be paid after deduction of any retention monies within 60 days of receipt of the Consultancy Services or receipt of the Consultants true and correct invoice being duly received at TWI's invoicing address whichever is the later. For the avoidance of doubt, payment shall not operate as a waiver of any rights of TWI under the Purchase Order or otherwise.

10.3 Unless otherwise stated in the Purchase Order all payments hereunder shall be made in Pound Sterling (GBP).

10.4 Unless otherwise stated in the Purchase Order the rates and prices stated in the Purchase Order are deemed to be sufficient to cover all of the Consultants obligations whether express or implied and without prejudice to the generality of the foregoing where the work or any part thereof is to be performed otherwise than at the Consultants premises then it shall be deemed to have satisfied itself as to all local conditions requirements or difficulties or any other factors which may in any way affect the performance of the Consultancy Services.

10.5 TWI shall have the right to set-off against any sum due to the Consultant howsoever arising at any time, any direct claim, damage, loss, expense or other liability or cost which it may have or sustain under this or any other Purchase Order between TWI and the Consultant and shall likewise be entitled to deduct any such sum in respect of any claim, damage, loss, expense or other liability or cost sustained by TWI against the Consultant.

11 OWNERSHIP OF INTELLECTUAL PROPERTY AND COPYRIGHT

- 11.1** Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of this Purchase Order shall be the sole property of TWI and Consultant shall do all things requested by TWI to transfer the ownership.
- 11.2** The Consultant shall indemnify and save harmless TWI and its client against, and from all actions, liabilities, claims, demands, proceedings, losses, damages, expenses, costs, fees, charges whatsoever or howsoever arising out of, or in connection with the infringement of any patent or other intellectual property rights in respect of the goods and services supplied hereunder or in relation thereto.

12 LIABILITY

- 12.1** The Consultant shall at all items during and after performance of the Purchase Order indemnify TWI against:
- i. all direct loss of or damage to property or acts of default under the Purchase Order, and all claims and expenses in connection with these caused by the acts or omissions of the Consultant.
 - ii. liability for death and personal injury and all claims and expenses in connection therewith caused by the Consultant.
- 12.2** The Consultant shall not be liable for any direct loss, damage, claims and expenses caused to TWI or its clients through the use or misuse of advice and recommendations made by the Consultant in good faith under this Purchase Order. This clause shall in no way limit the liability of the Consultant for any negligence or fraudulent advice made by the Consultant to TWI or its clients.

13 TERMINATION

- 13.1** TWI shall be entitled to cancel the entire Purchase Order, or any part of the Consultancy Services at any time for any reason by giving written notice to Consultant, in which event the sole liability of TWI shall be to pay to Consultant the part of the price for any Consultancy Services performed in accordance with the Purchase Order to the effective date of the notice.
- 13.2** TWI shall be entitled to cancel the entire Purchase Order, or any part of the Consultancy Services, without liability to Consultant, by giving written notice to Consultant at any time if Consultant fails to carry out his obligations in accordance with the Purchase Order or has committed a material breach of these Terms and Conditions.
- 13.3** Consultant and TWI shall also be entitled to terminate the Purchase Order if either party enters into administration, administrative receivership, receivership, voluntary arrangement or liquidation or in the case bankruptcy, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 13.4** TWI shall not be liable to pay Consultant any further monies in respect of the Purchase Order and Consultant shall be liable for and shall pay TWI any costs, expenses or damages incurred by TWI as a result of termination under Clause 13.2.
- 13.5** In the event of termination, title to any work produced by Consultant in connection with the Purchase Order, prior to and including the date of termination, shall vest in TWI if not already so vested.
- 13.6** Consultant shall be entitled to cancel Purchase Order for convenience by providing ten (10) working days written notice to TWI.

14 INSURANCE

- 14.1** Consultant shall, at its own cost, effect and maintain during the term of the Purchase Order, all such insurances as may be required by law. In particular the Consultant warrants that all Consultancy Services performed in relation to the Purchase Order are adequately covered by a policy of professional indemnity and public liability insurance. Consultant shall immediately provide evidence of such insurance cover when requested by TWI.
- 14.2** Consultant shall, immediately when it becomes aware of any demand for costs or expenses, or any claim made in respect of damage to property, death or personal injury arising from any fault or defect in the body of work provided, give notice to TWI of the details of the matter, and, where appropriate, afford access to TWI and permit copies to be made of any materials, records or documents as TWI may require.

15 CONFLICT OF INTEREST

- 15.1** Consultant shall declare to TWI any work with which the Consultant is involved in that may give rise to a conflict of interest with TWI as soon as is reasonably practicable after becoming aware of the conflict.
- 15.2** If the conflict cannot be resolved to the reasonable satisfaction of TWI then TWI shall be entitled to cancel the Purchase Order with immediate effect.

16 LIENS

The Consultant agrees to waive any right to exercise a lien upon the Consultancy Services as detailed in the Purchase Order and the like and acknowledge that its sole remedy in the event of any breach by TWI of its obligations under the Purchase Order is to seek financial relief through the courts. As and when required by TWI, Consultant shall give a certificate of waiver of lien, and of any other rights over the work or to any injunctive or performance remedies to TWI or to any third party nominated by TWI.

17 ANTI-BRIBERY

- 17.1** The Consultant shall:
- i. Comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - ii. Not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
 - iii. Comply with TWI's Anti-Bribery Policy or equivalent (as amended from time to time), a copy of which is available, including but not limited to implementing 'adequate procedures' in line with the guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;
- 17.2** Any breach of this clause shall be deemed a material breach of this Agreement entitling TWI to terminate the purchase order immediately.

18 EXPORT CONTROL

- 18.1** The Purchase Order shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations and any amendments thereto. The obligations of the parties to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other obligations.

19 ASSIGNMENT AND SUB-CONTRACTING

Consultant shall not assign the Purchase Order (nor subcontract any part of the work) without TWI's prior written consent. No assignment or subcontract (even with TWI's consent) shall relieve the Consultant of any of its obligations under the Purchase Order. TWI may assign the Purchase Order at any time without the consent of the Consultant.

20 RIGHTS OF THIRD PARTIES

Nothing herein shall be construed as conferring any right enforceable by any third party not party this Purchase Order under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21 RELATIONSHIP

21.1 Nothing in this Purchase Order or in any prior negotiations or proposals shall be deemed to constitute a partnership between TWI and the Consultant hereto, or as creating any joint obligation between the same except as may be specifically set forth herein.

21.2 Nothing in this Purchase Order or in any prior negotiations or proposals shall be deemed to create an employment relationship between TWI and the Consultant. In particular but without limitation, the Consultant will not be entitled to any benefits given to the employees of TWI.

22 GOVERNING LAW

This Purchase Order shall be governed by and construed in all respects in accordance with the Laws of England. All disputes arising in any way out of or affecting this Purchase Order shall be subject to the exclusive jurisdiction of the English courts.

Appendix 1



- 1. Policies, rules or procedures concerning working practices**
- 2. Health, Safety, Environment and Security requirements**
- 3. IT policy**

1 POLICIES, RULES OR PROCEDURES CONCERNING WORKING PRACTICES

1.1 Hours of Work

TWI's office opening hours are Monday to Thursday 8.30am to 4.30pm, Friday 8.30am to 4.15pm, with 45 minutes for lunch each day.

1.2 Code of Conduct

You are expected to conduct yourself in an honest and ethical manner. You should endeavour to avoid situations that present a potential or actual conflict between your interests and the interests of TWI.

1.3 Dress Code

Whilst on TWI premises you are expected to wear clothing that is appropriate for the tasks you are required to perform. In particular if you are in contact with visitors and clients to be dressed in a business-like manner at all times and to be well groomed with sensitivity to relevant cultural norms (e.g. in international business).

Where you are engaged in manual tasks, formal business dress is not relevant, as the first priorities are health and safety. Personal protective equipment must be used when necessary.

1.4 Security badges

You will be provided with a visitor's badge which must be worn at all times whilst on site. The badge is required for access to buildings, by holding in front of the electronic readers beside doors and for general site security.

1.5 Smoking, alcohol and drugs

TWI operates a no smoking policy which complies with legislation and gives employees the right to work in a smoke-free environment. This policy applies to all personnel in all enclosed areas on all UK sites and includes company vehicles. Smoking is only permitted outdoors, with designated areas being provided.

You shall not whilst on TWI Premises:

- Report, or try to report, for work when unfit (in the reasonable opinion of management) due to alcohol or drugs (whether illegal or not) or to substance misuse; or
- be in possession of, or under the influence of, illegal drugs in the workplace.

Contravention of these rules is a very serious matter and TWI reserves the right to remove you from premises with immediate effect should the situation arise in the event of an infringement.

1.6 Ethics, Gifts, Corporate Hospitality

Ethics

It is the policy of TWI to ensure, as far as reasonably practicable that all of its business activities are carried out to the highest standards of ethical conduct.

To ensure these standards are met you are required:

- To act with integrity at all times
- Not to use privileged information to achieve personal gain for yourself or others
- Not to engage in personal activities or pursue financial or business interests which might give rise to, or give the appearance of, conflicts of interest with TWI, or which might compromise their ability to meet the responsibilities of the job.
- To co-operate with management to enable TWI to comply with requirements of relevant legislation
- To report any incidents which have led, or could have led to a breach of ethical conduct to a representative of Management.

Gifts

It is the policy of TWI to ensure that you operate both lawfully and ethically with regards to the giving and receiving of gifts and corporate hospitality.

Modest non-cash gifts to business partners are allowed where appropriate for marketing purposes or, as long as the gift is occasional and not regular or repeated, for other purposes such as expressing thanks or making a goodwill gesture.

You should never offer:

- cash gifts;
- any sort of gift where the intention is to influence the recipient's judgment;
- any sort of gift where it is known that the recipient is not allowed to receive it.

You are allowed to accept token gifts from business partners or potential business partners of TWI where this constitutes legitimate and reasonable marketing or where it is a legitimate goodwill gesture. For example, you may accept promotional items such as desk calendars or pens or occasional gestures such as a bunch of flowers from a customer to express thanks or offer congratulations.

You should never accept:

- cash gifts; or
- gifts which are worth more than £25; or
- repeated/regular gifts from the same donor; or
- any sort of gift where Your judgment might reasonably be thought to be at risk of influence as a result of the gift (for example, a gift from a potential business partner shortly before a decision is made over whether or not to award them a contract); or
- any sort of gift which might reasonably bring the business into disrepute or be contrary to the terms or the spirit of TWI Group.

Be aware that a 'gift' includes food, drink and other corporate hospitality if the host is not present.

Gifts received which are over £25 in value must be declared to TWI's Director, Finance and Services, for inclusion in the Gifts and Hospitality Register.

Hospitality

TWI Group's policy is to participate in corporate hospitality and entertainment where this will promote good relationships with its business partners.

However, corporate hospitality and entertainment, including attendance at dinners or sporting events, should not be offered or accepted if they are:

- lavish or extravagant; or
- on a scale which is disproportionate to the legitimate business value of the relationship; or
- offered with the intention of influencing the recipient's judgment or when it is known that the recipient is not permitted to accept it; or
- if it is offered in circumstances when acceptance would influence business judgment or place the recipient in a difficult position, for example being offered Wimbledon tickets by a supplier shortly before their contract came up for renewal; or
- If it might reasonably bring the business into disrepute or contravene the terms or the spirit of TWI's equal opportunities/dignity at work policy.

If you are unsure as to whether a particular invitation is appropriate, you should seek guidance from your TWI contact in the first instance.

Hospitality which could be regarded as being disproportionate to the legitimate business value of the relationship or that is offered in circumstances that could influence your business judgment or put you in a difficult position must also be declared.

1.7 Surveillance checks

If applicable, you will personally arrange and undertake all necessary health surveillance checks where a risk assessment indicates there is an associated risk. Failure to undertake the necessary health surveillance checks may result in you being unable to complete your Consultancy Services.

1.8 Right to Work in the UK

It is a fundamental term that you have permission under UK immigration law to undertake your Consultancy Services and, where applicable, that you have and continue to hold valid and appropriate UK immigration clearance or leave to remain.

1.9 Equipment and General Facilities

Telephone

All outgoing calls are automatically logged by TWI's computerised telephone system.

Fax and Photocopier

You may not use fax or photocopier facilities for personal use.

Correspondence

Correspondence which is personally addressed and sent to TWI will normally be opened. We also reserve the right to open outgoing mail and check contents. TWI's facilities and services are strictly for business purposes and private use of postage and freight facilities is not allowed.

2 HEALTH, SAFETY, ENVIRONMENT, QUALITY AND SECURITY REQUIREMENTS

2.1 In accordance with its statutory responsibilities under the Health and Safety at Work Act etc. TWI Group has arrangements in place to ensure the health, safety and welfare of all personnel. Compliance and co-operation with these also extends to those fulfilling studentship, secondment or other non-employee positions and who may take part in or could otherwise be affected by its activities. Applicable policies must be read and understood before TWI facilities are used.

2.2 You are reminded of your personal responsibility to carry out Consultancy Services safely at all times and to take care of yourself and others who could be affected by your activities while on the premises.

2.3 As required by the nature of your Consultancy Services you must attend any and all safety, environment, quality and security training provided by TWI as identified as being necessary.

2.4 You should provide regular feedback regarding the arrangements, specifically to report to your TWI contact any incidents or accidents immediately, also any negative feedback or concerns.

2.5 You are required to comply and co-operate with all security arrangements designed to protect personnel, property, data and

- information in whatever form at all times. Specifically you must not attempt to venture into areas of the premises for which you are not authorised. Visitor badges must be worn and be on display at all times while on the premises. Any incidents of intrusion, loss or theft, etc. must be reported to security at the earliest opportunity
- 2.6 You shall ensure none of the Deliverables under the Contract were manufactured or assembled by a work force made up, in whole or in part, of slave, child or any other form of forced or involuntary labour.

3 IT POLICY

- 3.1 All IT equipment provided is the property of TWI and is to be used for business purposes, serving the interests of the organisation and our customers in the course of normal operations.
- 3.2 You are advised that TWI, using its discretion as owner (or licensee) and provider of IT equipment, reserves the right and will exercise its authority , in accordance with applicable legislation, to monitor, interrupt, access retrieve, disclose and delete any material stores, created, transmitted, or received using IT equipment, for any reason and without further notice.

System and Network Activities

- 3.3 You have a responsibility when using computers, computer software and the information/data held on TWI computer systems, only to act in a wholly appropriate and legal manner, In particular:
- All data should be stored on an appropriate network drive, and not on the local drives of laptops or desktop pcs.
 - TWI file and data storage should be used for business purposes only.
 - You must not make modifications to hardware, including the network infrastructure.
 - You must not install software that has not been approved by BSD.
 - You must not add non company equipment to company equipment or the company network.
 - You must not make unauthorised copies of copyrighted material.
 - You must not make unauthorised copies of computer software.
 - The installation of any copyrighted software for which TWI or the end user does not have an active license is strictly prohibited.
 - You must not use IT equipment to send offensive or harassing material to others.
 - Offensive and inappropriate material must not be stored on any of the IT equipment including servers and pcs.
 - You must ensure that IT are informed as early as possible of any electronic data and/or hardware that are no longer required to be retained by the business for legal or regulatory requirements.

E-mail and Internet usage

- 3.4 Personal use of TWI's e-mail systems (both internally and externally) and internet facilities is not allowed. You are advised that TWI may monitor messages and internet usage without prior notice in accordance with the Data Protection Act 1998.

- 3.5 As the user, you are responsible for the content of e-mails sent and any notices posted on TWI sites (electronic or paper). Certain remarks, comments, pictures, documents, correspondence or jokes sent by e-mail may cause offence or constitute harassment or discrimination and lead to complaints and/or claims for which you may be liable. We consider the transmission or use of such material an extremely serious matter.
- 3.6 The use of the internet is for business purposes only. Personal use is considered an unauthorised use of TWI systems. We operate a system of blocking access via the internet to certain sites. If you have a genuine business need to visit sites subject to this blocking, please seek assistance from the IT Helpdesk. Excessive use of the internet can interfere with normal work patterns. Please avoid over use and wasted time and effort.
- 3.7 If you receive private e-mail you should make arrangements to request that these be stopped. The systems administrator may intercept and refer private e-mails back to the sender.
- 3.8 Any communication via the internet (e-mail, social networking, www and ftp) is effectively published material. Any electronic expression of your views on the internet is just as much a public disclosure as talking to the press or publishing an article. You must avoid communications that include defamatory, obscene, derogatory or inappropriate remarks or content which infringes copyright or may be construed as agreeing to contractual terms. For this reason, we expressly forbid persons engaged on behalf of TWI to link their own personal web pages to TWI's. Private web sites should contain no references to TWI, either as a link or as a text reference. You may not refer to a personal site in a TWI e-mail signature.
- 3.9 TWI will make use of professional networking sites on the Internet in support of business objectives and technical networks. Persons engaged on behalf of TWI can contribute to these through TWI systems. Links to authorised professional networks can be found on the Links page via the Intranet.
- 3.10 The viewing, downloading and/or circulation of pornography and other offensive material, of whatever nature, is unacceptable at TWI. The downloading and transmission of obscene material is also a criminal offence.
- 3.11 TWI systems are capable of recording all information transmitted in, out and onto TWI's network, including each web site visit, the users name, news group or electronic message, and each file transfer or download.