

Jonathan Lee Talent Management (“the Company”)

TERMS AND CONDITIONS OF BUSINESS

For the provision of Consultancy Services

1. Introduction

1.1. The following terms of business relate to assignments undertaken by the Company's staff (hereinafter referred to as "Consultants") on behalf of clients.

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

1.3 These Terms override any earlier terms agreed between the Company and the Client, whether expressly agreed or implied.

1.4 These Terms shall govern the contract between the Company and the client to the exclusion of any other terms.

2. Specifications

2.1. Consultancy projects will be based on a clear specification or proposal.

2.2 Fees specified on a proposal will be held for three months from the date of the proposal. Proposals accepted after that time may be subject to increased prices if a price rise has been applied since the date of the proposal.

3. Fees

3.1. A Consultant Day is a maximum of 8.00 a.m. to 6.00 p.m. (excluding travelling time) unless otherwise agreed in writing between the parties. If evening, weekend or public holiday work is involved and/or if the project involves work outside the British Isles, higher rates may apply.

3.2 Unless otherwise agreed in writing between the parties consultancy projects will be invoiced on a monthly basis for work completed. Invoices are payable within twenty eight days from the date of invoice.

3.3 Charges for cancellations before the commencement of a consultancy assignment are as follows:

- Within one week the full fee
- Within two weeks 50% of the fee
- Within three weeks 25% of the fee

3.4 Fees exclude value added tax which will be added at the appropriate rate.

3.5 If the client requests any variation to the project the Company will seek to meet the request. If this results in extra time being taken then this will be charged at the then prevailing rate per Consultant Day.

3.7 Expenses incurred in the course of undertaking the project, such as travel, hotel or video hire are charged extra to the fees.

Travel, subsistence and courier charges are billed at cost: car travel will be charged at the prevailing rate per mile (available on request).

4. Intellectual Property Rights

The copyright in the content of any work produced during or as a result of project work undertaken is the absolute property of Jonathan Lee Talent Management. The client shall not be entitled to

reproduce the copyright work unless licensed by Jonathan Lee Talent Management.

5. Confidentiality

Each party shall keep confidential all information obtained from the other pursuant to the contract of which these Terms are part and shall not divulge information to any third party without the other's prior written consent. Each party should ensure that its servants, agents, employees and sub-contractors are bound by the provisions of this clause.

6. Access

The client will give the Consultant such access to their offices and to client information as the Consultant may require in the performance of the assignments. The client will also ensure that the Consultant has sufficient working space and facilities and will secure and keep safe all of the Consultant's and the Company's property.

7. Liability

7.1. Materials and training courses are supplied on the basis that the Company does not have any 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 course or any materials supplied to him or out of the interpretation of any information derived from them. In particular, although the Company will make efforts to ensure that a client trained by them will be able to avoid discrimination based on sex and race no guarantee is given that this will be so.

7.2 The Consultant will not be required to provide the services detailed in the specification or proposal if prevented from doing so by the acts or omissions of the client or the client's personnel.

7.4 Jonathan Lee Talent Management will accept no liability for the failure in performance of other suppliers engaged by the client to input to its processes.

7.5 In the event of illness or other unusual circumstances, the Company cannot guarantee that a particular consultant will carry out the project.

8. 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.

9. General

9.1. 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.

9.2 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 thereby.

9.3 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.

9.4 The Company shall not be liable for any default resulting from causes beyond its reasonable control.

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