

TERMS AND CONDITIONS

Interpretation

In these conditions of sale the 'SELLER' means Streamlion Consulting Ltd (SC); a Limited Company registered (09464869) in England and Wales. The 'CLIENT' means the person, firm or company purchasing the Services. The 'SERVICES' means the Services, which shall be the subject of the contract between the seller and client. The 'CONTRACT' means the said contract.

1. General

1.1 The client is deemed to have accepted these terms and conditions by the signing of this agreement or by the placing of any order whether written or oral, and in doing so accepts that these conditions shall prevail over any terms or conditions incorporated or referred to by the client, whether in the order or in any negotiations and whether or not the same is expressed to override these conditions. If there is any conflict between these conditions and any such other terms or conditions these conditions shall prevail, unless otherwise agreed in writing by the seller and the client.

2. Scope of services

2.1 These Terms of Engagement together with the Schedule of Services sets out the terms on which our services will be provided. Please read all of the information carefully and contact us if you have any concerns or require clarification.

3. Fees

3.1 Our fees are based upon the services listed within the Schedule of Services which will be supplied on the basis as outlined therein. Any additional work required which is not covered by these terms will be agreed with you and will result in a new Schedule of Services being issued.

3.2 Any expenses incurred whilst working on your behalf will be charged and appropriate records will be kept and will be available for inspection.

4. Third Parties

4.1 In order to progress all of the work necessary for a project, SC may engage the services of other specialist consultants on behalf of the client. In such circumstances, SC will agree this with the client in advance and the client will then be liable to pay the remuneration through SC, unless otherwise agreed.

5. Termination

5.1 Cancellation of any order must be made in writing by giving 10 working days written notice. The seller shall make reasonable efforts to mitigate the loss, but shall have the right to charge the client, or to deduct from any credit, all fees and costs incurred or committed to up until the date that termination takes effect, and the whole or proportion of any remaining services that were originally contracted that the seller considers in their absolute discretion to be reasonable.

6. Delivery

6.1 Any dates quoted for the delivery of services are approximate only and the seller shall not be liable for any reasonable delay in delivery howsoever caused. Time for delivery shall not be the essence unless previously agreed in writing. The Schedule of Services will make clear whether the Services are provided on a time or job basis.

6.2 If the Services are provided on a per job basis and the scope of the work changes, the seller will notify the client of any changes in remuneration and this must be agreed. If for any reason this cannot be agreed upon, the seller will charge the client for the proportion of time spent on the job.

6.3 If the seller has been booked by the client for a meeting or to do other work, then 5 working days' notice should be provided by the client to cancel or re-arrange. Otherwise, the seller reserves the right to charge the client for the full cost of the work booked. However, where this is a first occurrence or where in the seller's opinion there were exceptional circumstances, the seller will do his best to mitigate any loss.

6.4 Where the client contracts with the seller to provide a series of periodic meetings, the seller reserves the right to invoice on that basis whether or not the meeting takes place, unless this does not take place

through the fault of the seller. The seller will make all reasonable efforts to re-arrange meetings as long as a minimum of 5 working days' notice has been provided.

7. Payment Terms

- 7.1** The Seller shall be entitled to invoice the client for the price of the services as soon as they have been completed. Where completion is unduly delayed because of the client, the seller shall be entitled to part invoice for the work completed at that point.
- 7.2** Where the work is spread out over a number of weeks, unless a schedule of payments has been agreed the seller shall have the right to invoice the client on a weekly basis for the work part completed.
- 7.3** Unless otherwise agreed in writing, payment shall be made by the client upon receipt of the seller's invoice within 10 working days. Thereafter, the seller shall be entitled to charge interest on any overdue amounts at the rate of 4% above Bank of England base rate.
- 7.4** Where payment has not been received the seller reserves the right to withhold services, documents and information, and have the right to cease to work on the client's account, and to terminate the engagement if payments are unduly delayed, in which case the client will be liable for the full effects of termination as outlined in clause 5 above.
- 7.5** The seller may also engage an outside agency to assist with collection of monies owed and the client agrees to indemnify all costs the seller may incur in doing so, pay the agency's collection fee, and pay any interest together with any charges as specified in the 'Late Payment of Commercial Debts (Interest) Act 1998'.

8. Insolvency

- 8.1** If the client makes any voluntary arrangement with its creditors, becomes subject to an Administration Order, or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a Receiver is appointed of any of the property of the assets of the client, or the client ceases or threatens to cease to carry on business, or the seller reasonable apprehends that any of the events mentioned in this clause are about to occur (and notifies the client accordingly) then, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to cancel the contract and/or suspend any further work without any liability to the client.

9. Risk & Title

- 9.1** The legal and beneficial title to the services and related documentation will only be transferred to the client when he has met all that is owed to the seller no matter on what grounds. Until the date of such payment the client will hold the services in a fiduciary capacity for the seller.

10. Waiver

- 10.1** No waiver by the seller or any breach of the contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.

11. Assignment

- 11.1** The contract of which these conditions form part is personal to the client who shall not be permitted to assign in whole or in part without the seller's prior written consent.

12. Severability

- 12.1** If any provision of these conditions is held by the relevant authority to be invalid or unenforceable in whole or in part, the validity of the other provisions or these conditions and the remainder of the provisions in question shall not be affected thereby.

13. Complaints and Disputes

- 13.1** We aim to deliver an excellent level of client service, if however, you are not completely satisfied with the services we have provided please refer to our complaints handling procedure outlined at Annex 1.

14. Proper law

- 14.1** The Contract shall be construed and governed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

ANNEX 1 - COMPLAINTS HANDLING PROCEDURE

1. Purpose

1.1 Streamlion Consulting Ltd is committed to upholding best practice through a high-quality service provision to all our clients. This Annex sets out the procedure we will operate in dealing with complaints arising from the provision of goods and/or services under our terms of engagement.

2. Raising an Issue

2.1 In the first instance, please contact your project manager to discuss any concerns that you may have, so that the matter can be investigated immediately.

3. Making an Informal Complaint

3.1 An informal complaint can be made by telephone, or by speaking face to face or in writing to Streamlion Consulting Ltd, Oaklands, Station Hill, Cookham, Berkshire, SL6 9BS.

3.2 If the matter is not resolved at this stage, and you have not already issued a complaint in writing, you should now do so. Please include as much specific detail as possible to enable full investigation of the matter.

4. Making a formal Complaint

4.1 Upon receipt of your formal written complaint an acknowledgment will be sent to you within 10 working days. The name and contact details of the person who will be dealing with your case will be supplied at this point.

4.2 Within 20 working days from receipt of your complaint you will receive a summary in writing of our understanding of your complaint. You will be asked at this time to provide any further evidence or information regarding the complaint and to confirm that we have understood all of your concerns.

4.3 Following such confirmation, we will investigate the matter and write to you in reply within 10 working days unless it becomes apparent to us that the investigation cannot be completed within this timescale. In these circumstances, a written explanation will be sent to you including a progress report. When a substantive reply is sent to you, a summary of findings will be included along with details of any further action to be taken.

5. If you are still not satisfied

5.1 If you wish to seek further recourse, we will advise accordingly.