

## Standard terms of business

### **Scope of Terms of Business**

All work carried out by or at the responsibility of the Imperative Group Limited for clients is subject to these terms of business. These terms may be varied or excluded (in whole or in part) by any Proposal or by subsequent agreement in writing signed on behalf of the Imperative Group and the client, but not otherwise.

### **Acceptance of Proposals**

Proposals submitted by the Imperative Group shall, unless otherwise stated therein, remain open for acceptance for sixty days from the date of submission to the client. Acceptance shall be valid only if made in writing signed by or on behalf of the client. Variation of the terms of a Proposal shall be effective only if specified in the written acceptance and countersigned by an authorised representative of the Imperative Group.

### **Commencement of Work**

Unless otherwise stated in the Proposal, the client shall take all steps to enable the Imperative Group to begin its work not later than thirty days after acceptance of the Proposal. The client will make available or place at the Imperative Group's disposal all information facilities and personnel reasonably required by him to carry out its work, and generally will co-operate with the Imperative Group in all reasonable ways.

### **Sub-contractors**

The Imperative Group will take all reasonable steps to meet the wishes of clients in the selection of sub-contractors and associates but reserves the right (unless otherwise required in writing by the client in its acceptance of a Proposal) to employ, discharge or replace at any time any sub-contractor or associate in carrying out work for clients. References in a Proposal to the utilisation of the services of a particular person as sub-contractor or associate shall imply only that the Imperative Group has consulted and intends to employ or retain such person but shall not imply that contractual arrangements have been made for such employment or retention.

### **Fees and Expenses**

All fees expenses and other sums payable to the Imperative Group by the client shall be payable in every case within thirty days of the date of each invoice submitted by the Imperative Group, unless an alternative staged payment scheme is agreed that supersedes this standard payment term. Expenses shall be reimbursed to the Imperative Group by the client at cost.

### **Travelling Expenses**

Where travelling expenses paid or payable by the Imperative Group are to be reimbursed by the client, they shall be charged at cost. The standard rate for mileage is the prevailing rate quoted by HMR&C for the type of vehicle used.



### **Foreign Currency Expenses**

Where any expense to be reimbursed by the client is paid by the Imperative Group in a currency other than Sterling it shall (unless otherwise stated in a Proposal) be reimbursed in Sterling calculated at the official rate of exchange prevailing at the date when the expenses were paid for.

### **Force Majeure**

If, after the acceptance of a Proposal, the rights of the Imperative Group or of the client under the agreement are wholly or substantially diminished or the performance thereof rendered wholly or substantially impossible by reason of force majeure, then the obligations of both parties shall cease forthwith except that the client shall pay to the Imperative Group all fees and expenses then owing to him (including all the expenses of or caused by or arising out of such termination) together with a sum equal to whichever is the lesser of the fees remaining to be paid thereafter or a proportion of the total fees equivalent to sixty days' work calculated pro rata against the total time estimated for the project.

### **Termination or Breach by Client**

If, after acceptance of a Proposal, the client shall terminate or be in serious or repeated breach of its agreement with the Imperative Group or act in such a manner as to render the performance of the agreement by the Imperative Group wholly or substantially impossible, then the Imperative Group's obligations under the agreement shall cease forthwith. In such a case the client shall immediately pay to the Imperative Group all fees and expenses (including all the expenses of or caused by or arising out of such termination) and other sums then owing to the Imperative Group under the agreement together with a sum equal to the whole of the fees thereafter remaining to be paid under the agreement.

### **Contractual Limits**

All surveys, forecasts and recommendations in any Proposal, report or letter are made in good faith and on the basis of the information before the Imperative Group at the time. No statement in any Proposal, report or letter is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. The Imperative Group shall not be liable to the client for any indirect or consequential loss or damage. The total liability of the Imperative Group to the client shall not exceed the value of the contract. This amount includes any and all claims combined, including any costs and lawyers' fees awarded.

### **Techniques**

The Imperative Group intends to employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal but reserves the right to vary these as necessary or desirable in order to achieve the aims of the project.



## **Copyright**

Copyright is reserved to the Imperative Group in all Proposals, reports, surveys and other documents produced or commissioned by the Imperative Group under or in connection with any agreement with a client unless otherwise agreed. No such document shall be copied or published (in whole or in part) or disseminated to any third party without the written permission of the Imperative Group. Permission will not be unreasonably withheld or withdrawn provided in all cases that the Imperative Group is satisfied that the copying or publication will not cause offence to or infringe the rights of any third party and provided further that the Imperative Group is satisfied that such copying or publication will be of the whole of the document concerned and not of a part or selection there from.

## **Confidentiality**

All Proposals, reports, surveys and other documents produced or commissioned by the Imperative Group will be treated by the Imperative Group as confidential to the client concerned and will not be shown or passed to any third party without written permission of the client.

## **Construction**

These terms of business and all documents, arrangements and agreements to which they apply shall be construed and have effect in accordance with the laws of England, and the client accepts the exclusive jurisdiction of the English courts.

## **Arbitration**

If any dispute or difference shall arise between the Imperative Group and a client concerning the meaning or effect of these terms of business or of any agreement between them to which these terms apply then if the same cannot be settled amicably it shall be referred to the arbitration of a single Arbitrator to be agreed by the parties or in default of agreement to be appointed by the President for the time being of the Law Society, London. The costs of any such arbitration shall be in the discretion of the Arbitrator whose award will be considered and taken by the parties as final and binding.

