

Rolling Contract Terms and Conditions

Contract

- These terms and conditions (“these Conditions”) shall apply and be incorporated into our contract with you (“Contract”) for the supply of services (“Services”) as described in our written proposal (“Proposal”). These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms implied by statute are, to the fullest extent permitted by law, excluded from the Contract.
- These Conditions and Proposal (and other documents referred to in these Conditions or Proposal) constitute the entire agreement between us and you. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out in these Conditions or the Proposal.
- You agree to be bound by our Cancellation Policy and Data Protection Policy. Links to all of these documents can be found on our website at www.inspiring.uk.com
- By accepting the Proposal you are confirming that you have read, understood and will abide by these Conditions.
- Any variation of these Conditions must be agreed by in writing.

Services

- We will supply the Services as described in the Proposal and will use reasonable care and skill when performing the Services.
- Whilst we will use reasonable endeavours to meet any milestone or other project dates set out in the Proposal, such dates are approximate only, and time of performance is not of the essence. We will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an event of force majeure or other events beyond our control or your failure to perform your obligations under the Contract.

Your Obligations

- You will pay the price for the Services in accordance with the Contract, and any applicable VAT, without deduction or set off.
- You will:
 - afford us access to your premises and to your personnel;
 - co-operate with us and follow our reasonable instruction; and
 - provide us such facilities, information and assistance (ensuring that information is complete and accurate);in each case as reasonably required to allow us to perform the Services.

Payment

- The price for the Services will be as set out in the Proposal. Any price quoted in the Proposal is valid for 3 months. We reserve the right to vary the price if you accept the Proposal after 3 months. The Price does not include Value Added Tax which will be charged in addition at the then applicable rate.
- We are entitled to invoice for the price in accordance with the invoice schedule agreed with you. Our terms of payment are 14 days from date of invoice.
- We reserve the right to discontinue or suspend delivering Services if payment is outstanding.
- We reserve the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 (or any amendment, modification or re-enactment of it) (“LPCD Act 1998”) and it is agreed that the term implied by that Act shall apply after any judgment as well as before.
- Without prejudice to our right to claim costs under the LPCD Act 1998, if for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers or debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the LPCD Act 1998. If proceedings are issued a minimum contribution of £250 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers.
- We may vary our rates and/or prices for Services on an annual basis. Prices will be increased each year by the higher of 3% or the rate of the official UK RPI increase published by the UK ONS for the 12 month period immediately preceding the date of the increase. We will give you not less than [7] days’ written notice of such increases. We also reserve the right to

increase prices to reflect an increase of more than 10% in the number of participants, such increase being a pro rata increase based on original contracted participants.

Liability

- We shall not liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:
 - loss of data or use;
 - any form of indirect, consequential or special loss; or
 - any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;
 - for any loss arising from force majeure events or other events or circumstances beyond our controland, in each case, however arising.
- Our total liability to you in respect of all other losses or liabilities arising under or in connection with the Services in any calendar year, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the price you pay to us for the Services in that calendar year.

Confidentiality

- Each party shall keep confidential all confidential information of the other party and will only use the other's confidential information as required to perform the Contract. The provisions of this clause will not apply to:
 - any information which was in the public domain at the date of the Contract;
 - any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - is independently developed by the other party without using information supplied by the first party; or
 - any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

IPR

- The intellectual property rights (including copyright) in any Materials shall be the absolute property of Inspiring Business Performance Ltd.
- "Materials" shall mean all documents, materials, data, deliverables and works which are owned us at the date of the Contract or which are subsequently created by us independently of the Contract, or which are subsequently created by us as a result of performing the Services.
- To the extent that the Supplier Materials are used or incorporated into the Services or any part of the deliverables we provide as part of the Services, then we shall grant to you a royalty-free, worldwide licence, revocable only for breach by you of the terms of the Contract, to use the Supplier Materials solely to the extent necessary to use the results of the Services.

Termination

- The Contract shall commence on date of your acceptance of the Proposal and shall continue for an initial period of 24 months ("Initial Term" at which point it will be renewed automatically for successive periods of 12 months (each 12 month period being a "Renewal Period").
- Either party may terminate the Contract by giving the other party not less than 12 months' written notice to expire at the end of the Initial Period or the end of any Renewal Period.
- You may terminate the Contract prior to the expiry of the Initial Period or any Renewal Period by giving us not less than 6 months' notice provided you pay to us the fees we would have earned and we would have become entitled to if the Contract had not been terminated prior to end of the Initial Period and/or Renewal Period.
- Either party may terminate the Contract if the other party commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 30] days of written notice requiring that party to do so.
- On termination:
 - the Customer will immediately pay all invoices then outstanding;
 - we will invoice you for all Services provided but not yet invoiced and any cancellation fees due and you will pay such invoices immediately;
 - each party will within 10 Business Days return any materials of the other then in its possession or control

- the accrued rights and liabilities of the parties will not be affected; and
- clauses which expressly or by implication are to survive termination will do so.

Law

- The Contract will be governed by the law of England and Wales
- Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.