

# **TERMS OF SUPPLY OF SERVICES**

**Agreement between**

**Amaranth Consulting Ltd**

**And**

**[Client]**

## TERMS OF SUPPLY OF SERVICE

### 1. Interpretation

#### 1.1 In these Conditions:

“CLEAR DAYS” means the number of days specified in this agreement excluding the day of cancellation, the day of payment, the due date for payment and the first day upon which the Specified Service is to be provided.

“CLIENT” means the person named on the Quotation for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;

“CONTRACT” means the contract for the provision of the Specified Service;

“DOCUMENT” includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

“INPUT MATERIAL” means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;

“OUTPUT MATERIAL” means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;

“QUOTATION” means the sheet to which these Terms are appended;

“SPECIFIED SERVICE” means the service to be provided by the Supplier for the Client and referred to in the Quotation;

“SUPPLIER” means Amaranth Consulting Limited, registered number 4232271;

“SUPPLIER’S CHARGES” means the charges shown in the Supplier’s quotation.

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

### 2. Supply of the Specified Service

#### 2.1 The Supplier shall provide the Specified Service to the Client subject to these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in Writing by the Supplier and the Client.

#### 2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

#### 2.3 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, may be made available on Written request.

## TERMS OF SUPPLY OF SERVICE

- 2.4 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.
- 2.5 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.
- 2.6 The Client shall be solely responsible for the provision of a suitable site and one which complies in all respects with health and safety legislation to enable the Supplier to carry out the Specified Service. The Client agrees to indemnify the Supplier for any loss or damage sustained by the Supplier, its employees, agents and contractors arising out of any breach by the Client of the terms of this clause.
- 2.7 The Supplier shall be entitled to use such personnel as it considers appropriate in providing the Specified Service.
- 2.8 Where the Specified Service includes the provision of training for more than one person, the number of delegates shall be limited to 15 persons per course unless otherwise agreed in writing between the Supplier and the Client.
- 2.9 Where the Specified Service includes or comprises services provided on a daily rate basis, a day shall be defined as 9:30am to 4:30pm with a 30 minute break. Additional hours of work at the request of the Client will be charged at one third of the daily rate for each additional hour worked or any part thereof.
- 2.10 In the event that the Supplier is not able to provide the Specified Service, by reason of matters beyond its reasonable control, either in whole or in part on the day or days agreed, the Client and the Supplier will agree an alternative day or days upon which the Specified Services will be provided.

### **3. Charges**

- 3.1 The Client shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.3 The Supplier's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) as set out in clause 3.4 below.

## TERMS OF SUPPLY OF SERVICE

### 3.4

3.4.1 The Supplier shall issue an invoice in respect of the Specified Service either upon acceptance of any quotation or 90 days prior to the commencement of the provision of the Specified Service whichever shall be the later.

3.4.2 The Client shall pay 25% of the invoice value upon presentation of the invoice.

3.4.3 The Client shall pay the balance of the invoice in full not less than 7 Clear Days before the commencement of the specified period.

3.4.4 Where the Specified Service includes the provision of materials which either have been or will be purchased by the Company for the Client then the price of the materials will be separately invoiced to the Client and such invoices will be due for payment upon presentation.

3.5 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest and costs on the outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, regulations made thereunder and any amending legislation and/or regulations or those which replace the same.

3.6 The Contract may not be cancelled by the Client other than by an agreement with the Supplier in writing. In the event that the Client cancels the contract, the Client shall be liable to pay the following sums (in addition to any sum invoiced under clause 3.4.4 above):-

3.6.1 In the event that the contract is cancelled 30 or more Clear Days before the commencement of the Specified Service, 25% of the Supplier's Charges.

3.6.2 In the event that the contract is cancelled between 14 and 30 Clear Days before the commencement of the Specified Service, 50% of the Supplier's Charges.

3.6.3 In the event that the contract is cancelled between 7 and 14 Clear Days before the commencement of the Specified Service, 75% of the Supplier's Charges.

3.6.4 In the event that the contract is cancelled less than 7 Clear Days before the commencement of the Specified Service, 100% of the Supplier's Charges.

3.7 In the event that the Client fails to pay the Supplier's Charges in accordance with the terms of this agreement, the Supplier shall be relieved (at its own option) of any further obligation to provide the Specified Service, and in addition to any other right that the Supplier may have, the Client will pay to the Supplier a sum calculated in accordance with clause 3.6 hereof as if the Contract had been cancelled upon the day after the due date for payment.

## TERMS OF SUPPLY OF SERVICE

### **4. Rights in Input Material and Output Material**

- 4.1 The property and any copyright or other intellectual property rights in:
- 4.1.1 any Input Material shall belong to the Client
  - 4.1.2 any Output Material shall, unless otherwise agreed in Writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.
- 4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.4 Subject to paragraph 4.3, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

### **5. Warranties and Liability**

- 5.1 The Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Quotation and at the intervals and within the times referred to in the Quotation. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 5.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

## TERMS OF SUPPLY OF SERVICE

- 5.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Terms.
- 5.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 5.5 The Client acknowledges that the Supplier is not an expert in the field of employment law. Accordingly the Client agrees that in respect of any steps or measures to be taken in relation to any employee consequent upon the provision of the Specified Service, the Client will seek independent legal advice before taking such steps.

### **6. Termination**

Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

### **7. General**

- 7.1 The Client hereby permits the Supplier to publish the fact that the Specified Service has been provided to the Client.
- 7.2 These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.3 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**TERMS OF SUPPLY OF SERVICE**

- 7.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 7.6 The Client shall not be entitled to assign this agreement without the Supplier's express written consent.
- 7.7 Neither the Supplier nor the Client intend that any term of this Contract shall be enforceable by a third party against the Client or the Supplier. Without prejudice to this provision, the Client and the Supplier may by agreement rescind or vary this agreement without the consent of any third party upon whom any benefit is conferred by virtue of this agreement.
- 7.8 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

***On behalf of***  
***Amaranth Consulting Ltd***

***Accepted on behalf of***  
**[Client]**

Signed: \_\_\_\_\_  
Name:       *Mrs Jane Burns*        
Position:       *Director/Principal Trainer*        
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_