



## Standard terms and conditions

### 1. Contract terms

1.1 We agree to provide services to you on the following terms and conditions. These constitute a contract between us and you and must be read together with any other documents explicitly agreed to be part of this contract. Any other terms and conditions contained in any other document are excluded unless their inclusion is expressly agreed in writing by us.

1.2 In these terms and conditions

1.2.1 "we" and "us" means Silent Partners; and

1.2.2 The "Service" means the service that you have ordered from us, as set out in the service description or other agreed document.

### 2. Service

2.1 Where we quote a charge for the Service to you, that charge shall remain open for acceptance by you within the following 30 days.

2.2 When you order the Service from us you have the right to withdraw your instructions, without charge, at any time within seven days afterwards. This right will cease, however, if we start work with your consent within that time.

2.3 We will aim to provide the Service in accordance with any dates agreed with you. However, any dates quoted for the provision or start, and/or completion of the Service are approximate only and we shall not be liable for any delay in relation to the same howsoever caused.

### 3. Payment

3.1 You must pay the charges which are notified to you by us for the Service.

3.2 Our terms of payment for all charges are 7 days after the date of the invoice. In the event of late payment we reserve the right to charge Statutory Interest on the outstanding balance.

3.3 All charges for the Service are exclusive of any applicable value added or other tax, which will be added to our invoices sent to you.

### 4. Your obligations

You agree that you will:

4.1 co-operate fully with us in relation to the provision of the Service (and ensure that your employees do likewise); and

4.2 promptly give us such information and documents as we may reasonably request for the proper and efficient provision of the Service.

### 5. Our obligations

We agree that we will:

5.1 provide the Service with reasonable skill and care;

5.2 keep confidential any confidential information that you provide to us;

5.3 provide adequate security in accordance with the Data Protection Act 1998 for any data that you provide to us;

5.4 act only in accordance with your instructions in relation to any data that you provide to us; and

5.5 keep a secure record of your data for at least 7 years.

## 6. Shadow director

Unless clearly stated otherwise the existence of a contract between a company and us shall not, of itself, imply that we or any of our employees are executive, non executive or "shadow" directors of the company.

## 7. Business advice

We provide general business advice only. We do not provide advice in relation to taxation or accounting matters or legal matters and would strongly recommend that you obtain appropriate professional advice if the matters in which we are concerned involve such issues.

## 8. E-mail policy

We routinely communicate via e-mail unless we have been specifically requested not to do so or it is clearly inappropriate. Our computer systems are regularly virus checked. Whilst we use all reasonable endeavours to prevent the transmission to you of known viruses, you should also check all incoming electronic messages for viruses and use virus protection software to monitor your files, electronic messages and their attachments...

## 9. Termination

9.1 We can terminate this contract if you are the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or if you become insolvent or make any arrangement or composition with, or an assignment for the benefit of, your creditors or if any of your assets are the subject of any form of seizure. If you are a company, we can terminate this contract forthwith if you go into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

9.2 In addition to our termination rights set out earlier, we may, at any time and at our sole option, either suspend the Service under this contract or terminate this contract immediately if:

10.2.1 you breach any term of this contract; or

10.2.2 any fee or charge remains unpaid by you for more than 30 days after the date of the invoice.

9.3 Any waiver by us of any breach by you of this contract will not prevent us from taking action against you if you are in breach of contract again at a later date.

## 10. Liability

10.1 We accept liability for faults in the Service and for our own negligence. This, however, is limited to the extent stated in this clause.

10.2 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud or, to the extent that such rights may not be contracted out of, as affecting the statutory rights of any person dealing as a consumer.

10.3 Our liability to you under this contract in respect of any one event or series of connected events shall not exceed £10,000.

10.4 Subject to the immediately preceding sub-clause, we shall be liable to you in respect of all direct loss or damage caused by our acts or omissions and those of our employees, agents or sub-contractors, other than Excluded Loss. In this clause the expression "Excluded Loss" means all special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this contract) and loss, corruption or destruction of data or loss of profits, business or anticipated savings, whether incurred directly or indirectly, or any indirect or consequential damage whatever, either in contract, tort (including negligence) or otherwise.

10.5 For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

10.6 We do not have any implied obligation, duty or liability in contract or tort (including negligence) other than those explicitly stated in this contract.

**11. Force majeure**

We are not liable for any breach of this contract caused by matters beyond our reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central Government or other authorities.

**12. General**

- 12.1 Neither you nor we are entitled to transfer or assign this contract without the other's prior written consent.
  - 12.2 Any notice required or permitted to be given by either party to the other under this contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
  - 12.3 If any provision of this contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the provision in question shall be unaffected.
  - 12.4 This contract excludes and/or supersedes any previous statements or agreements between us whether written or oral relating to the provision of the Service.
  - 12.5 This contract shall be governed by the laws of England and we both agree to submit to the non-exclusive jurisdiction of the English Courts.
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