



1. **QI (CF) LIMITED STANDARD TERMS AND CONDITIONS OF ENGAGEMENT**

1. **Project**

The work content and timescales for each project quoted to the client are estimates based on preliminary discussions between QI (CF) Limited and the client and information provided by the Client. In the event QI (CF) Limited considers it impractical to adhere to the programmes, QI (CF) Limited will prepare and submit to the Client a revised proposal for consideration.

2. **Fees & Prices**

Fees are based on a working week of five seven hour days, excluding travelling time. Unless specified to the contrary, fees quoted do not cover the cost of travelling, accommodation or other out-of-pocket expenses incurred during project work. These items are either recharged, or are recovered at an agreed daily expense rate.

2.2 Work schedules shall be as agreed between QI (CF) Limited and the client having regard to the nature of the project and the prior commitments of both parties. In the event that the client wishes to change an agreed schedule, postponement charges amounting to 50% of QI (CF) Limited's standard daily fee shall be paid by the client, if so required by QI (CF) Limited, for each day the agreed schedule is changed with less than five working days written notice given to QI (CF) Limited.

3. **Limitation of QI (CF) Limited Liability**

3.1 Whilst every reasonable care is taken by QI (CF) Limited to ensure that the advice given to the client is correct, QI (CF) Limited shall not be liable or responsible for any loss, damage or claim of whatsoever nature including pure economic loss and any consequential loss howsoever arising, occasioned by the implementation of such advice.

4. **Consultant Facilities etc.**

4.1 The client shall ensure that QI (CF) Limited's consultants are provided with suitable facilities including, but not limited to, telephone, facsimile, 13amp socket, secure storage facilities for confidential data furnished to QI (CF) Limited and secretarial assistance as and when considered necessary.

5. **Confidentiality**

5.1 Either party shall not at any time during or after the Engagement divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client. This obligation does not apply to any confidential information :

- i) to the extent that at the time of disclosure to QI (CF) Limited such information is in the public domain
- ii) to the extent that such information subsequently comes into the public domain other than by reasons of breach of this obligation
- iii) to the extent that disclosure is required by law or in the course of any legal proceedings, or
- iv) to the extent that prior to such disclosure, such information was lawfully in QI (CF) Limited's possession as evidenced by written records of QI (CF) Limited or its representatives.

6. **Payment**

6.1 Unless otherwise stated on the proposal, payment for work undertaken by QI (CF) Limited shall be paid monthly in arrears. Payment shall be due within thirty days of the invoice date. VAT and expenses are added, where applicable. Upon termination in accordance with Clause 9, all fees that are attributable to work already done and expenses incurred by QI (CF) Limited up to the date of termination shall be paid or reimbursed in full.

6.2 Interest on overdue invoices will be charged at 4% over the base rate of Barclays plc. after a period of 21 days from the invoice date.

7. **Termination**

7.1 QI (CF) Limited have the right at any time by giving notice in writing to the Client to terminate the Engagement forthwith in any of the following events:

- a) if the Client commits a breach of any of these Terms and Conditions of Engagement and fails to remedy the same within 30 days of a written request from QI (CF) Limited so to do,
- b) if payments referred to in Clause 8 or any part thereof shall remain unpaid for a period of 30 days after the same shall have become due,
- c) if the client enters into liquidation whether compulsorily or voluntarily (other than for the purpose of amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed of all or any part of its assets or take or suffers any similar action in consequent of debts or in the case of an individual or a partnership, if the Client or any of its members of the firm becomes insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequent of debt; or
- d) if the client is guilty of any conduct which in the opinion of QI (CF) Limited is prejudicial to QI (CF) Limited's interest.

7.2 The client or QI (CF) Limited may terminate the Engagement at any time by giving to either party one month's notice in writing.

8. **Force Majeure**

8.1 Failure of either party to perform its obligations under this Engagement shall not subject such party to any liability to the other if such failure is caused or occasioned by an act of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labour unrest, interruption due to the delay in transportation, compliance with any other, regulation or request of any government of competent jurisdiction or any officer, department, agency or committee thereof, or by any other event or circumstance of like or different character to the foregoing beyond the reasonable control of the party or so failing to perform.

9. **Governing Law**

9.1 These Terms and Conditions shall be governed by and construed in accordance with English Law.

10. **Miscellaneous**

10.1 Failure of QI (CF) Limited to insist upon strict compliance with any provision thereof shall not be deemed to be a waiver of such provision or any other provision thereof