



# Standard Terms of Business (Last Update: 13<sup>th</sup> July 2015)

## 1 TERMS

- 1.1 These terms are referred to as the STANDARD terms and shall apply to the provision of services and goods by Sentia Global Ltd
- 1.2 These terms shall apply to the exclusion of all other terms and conditions including any terms which a Client may purport to apply under any confirmation of instruction or similar document. The STANDARD terms shall continue to apply to all services provided by the Consultant to the Client under any contract hereafter until expressly excluded in writing by both parties

## 2 ASSIGNMENT AND TERMS OF REFERENCE

- 2.1 The Consultant agrees to carry out the Assignment in accordance with the Terms of Reference.
- 2.2 The Client agrees to cooperate with the Consultant in the performance of the Consultant's services and to give such support, facilities and information as may be reasonably required.

## 3 CHARGES AND PAYMENTS

- 3.1 The Client agrees to pay the charges and expenses in accordance with the provisions of the Terms of Engagement. Payment terms are strictly 7 days unless otherwise agreed in writing in advance of commencement.
- 3.2 All sums due from the Client which are not paid on the due date (without prejudice to the rights of the Consultant under these terms) shall bear interest from day to day at the same annual rate as prescribed from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 with a minimum rate of 10% per annum. Each invoice not paid on time may be subject to a £100 contractual late payment surcharge. All clients shall be on 7 day payment terms unless otherwise stated. Payments will be allocated to fees first, then outstanding invoices.
- 3.3 The Consultant may from time to time increase the rates (if applicable) referred to in the Terms of Engagement by such amount as is reasonable and unless the Client objects to such increased rates within seven days of notification in writing all services shall thereafter be provided at the increased rates notified. If the Client objects to the

increased rates, the Client shall remain liable for the existing contractual rate payable in accordance with the terms hereof plus such additional rate as shall be reasonable. All expenses incurred are rechargeable to the client with a 10% administration charge & VAT added.

- 3.4 During any period in which payments from the Client are overdue, the obligations of the Consultant may be suspended.
- 3.5 Expenses incurred by the Consultant and recoverable from the Client hereunder shall be subject to an administration charge of 5% of cost plus VAT payable by the Client
- 3.6 The Consultant only accepts as payment, electronic transfers between bank accounts. If The Client attempts to pay in any other way, this may be refused without stopping the debt clock. Cheques may be accepted only by prior arrangement & as a 'one-off', this service will attract a fee of £95 + VAT. Any Cheque must be issued to clear before the invoice due date.
- 3.7 If the Consultant receives any overpayment from the Client, such overpayment shall be credited to the Client's account and where such overpayment is under £3000 shall only be refunded after a period of 24 months of account inactivity

## 4 CONFIDENTIALITY

The Consultant undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business affairs of the Client other than to sub-contractors who have signed an appropriate secrecy undertaking or others where the Client has expressly or impliedly consented to the disclosure.

## 5 DELEGATION

- 5.1 The Consultant (if an individual) undertakes to consult with the Client before delegating any of the Consultant's obligations hereunder.
- 5.2 The Consultant shall have discretion as to which of its employees are assigned to perform its services but shall consult with the Client concerning significant changes.

## 6 INTELLECTUAL PROPERTY

The Consultant undertakes not to cause or permit anything which may damage or endanger the intellectual property of the Client or the Client's title to it or assist or allow others to do so.

## 7 LIABILITY AND INSURANCE

- 7.1 The Consultant shall not be liable to the Client for loss or damage to the Client's property unless due to the negligence or other failure of the Consultant to perform its obligations under this agreement or the general law.
- 7.2 The Consultant shall have no liability to the Client for any indirect, special or consequential loss to the Client arising out of or in connection with the provision of any goods or services pursuant to this agreement (except in respect of death or personal injury resulting from negligence) and the total liability of the Consultant for any other loss of the Client arising pursuant to this agreement in respect of any one event or series of connected events shall not exceed the indemnity cover (if any) arranged pursuant to the Terms of Engagement or if no such cover has been arranged between the Client and the Consultant to charges payable by the Client in respect of the Consultant's services hereunder.

8 TERMINATION FOR BREACH

The following obligations are conditions of this agreement and any breach of them shall entitle the party not in breach to terminate this agreement by immediate written notice and the rights and liabilities of the parties shall then be determined in accordance with clause 9:

- 8.1 Failure on the part of the Client to make punctual payment of all sums due to the Consultant under the terms of this agreement
- 8.2 Failure on the part of the Consultant to remedy any breach of its obligations hereunder within a reasonable time following written notice from the Client which: refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the Client's opinion of a reasonable time for remedy.
- 8.3 The levying of distress or execution against the Client or the making by it of any composition or arrangement which creditors or the presentation of a petition for the Client's liquidation or bankruptcy or administration or the appointment of a receiver over any part of the Client's assets.
- 8.4 The doing or permitting of any act which the consultant's rights in any intellectual property may be prejudiced or put in jeopardy.
- 8.5 Any serious or persistent breach by the Client of its obligations hereunder.
- 8.6 Any cancellation of the engagement once the consultant has commenced work

9 TERMINATION AND CONSEQUENCES

In the event of this agreement being terminated whether by the effluxion of time, notice, breach or otherwise and without prejudice to any other remedy available to the Consultant, the Client shall immediately pay the Consultant:

- 9.1 Any sums due under the terms of this agreement and
- 9.2 In the event of termination by reason of sub-clauses 8.1, 8.3, 8.4, 8.5 or 8.6, any further sums which would but for the termination of this agreement have fallen due by the end of the Consultant's engagement less a discount for accelerated payment at the rate of 5% per annum. These sums to be determined from the total "Contract Value" in Schedule 1 or the total contract value of the Client Purchase Order.

**Cancellation Charges**

All cancellations are chargeable. See policy as appendix

10 RECRUITMENT OF THE CONSULTANT'S STAFF

- 10.1 The Client undertakes that it (including for this purpose any subsidiary or associated company) or any person connected with it will not directly recruit as an employee or engage as an independent contractor any person employed or so engaged by the Consultant in connection with the services provided hereunder for a period of six months after such person last provided services to the Client.

- 10.2 In the event that the Client is in breach of the undertaking in sub-clause 10.1, the Client and the Consultant agree that the Client will pay liquidated damages or a sum equal to 33% of the annual remuneration or payment and any other benefits payable to the relevant individual by the Consultant at the rate payable during the week immediately prior to such individual ceasing to provide services to the Consultant.

11 CONSULTANT'S OUTPUTS, MATERIALS AND INFORMATION

- 11.1 All intellectual property rights including copyright which are capable of existing in any documents computer software or information or (without limit) other materials created or provided pursuant to this contract by the Consultant shall remain the Consultant's property.
- 11.2 The Client undertakes to keep all materials, documents and information provided to it by the Consultant confidential to itself and its employees and not to distribute any product of the services provided hereunder to any third party without the Consultant's prior written consent.
- 11.3 Any materials produced or supplied to the Client by the Consultant in which the intellectual property rights are capable of subsisting shall be licensed to the Client for internal use only in connection with the purposes of the terms of reference and such license shall forthwith terminate if notice is given by the Consultant terminating this contract pursuant to clause 8.
- 11.4 The Client and the Consultant undertake with each other not during the course of this contract to infringe the intellectual property rights of any third party.
- 11.5 Goods supplied shall remain the property of the Consultant until such time as all monies in relation to these goods are paid in full to the Consultant.

12 CONSULTANT'S REFERENCES TO THE CLIENT

- 12.1 Subject to clause 4 (Confidentiality) the Consultant shall be entitled to refer to its provision of services to the Client for any purpose in connection with the Consultant's business provided that prior to any published reference to the Client the Consultant shall give the Client an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the Client as proposed.

13 FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible, whereupon all money accrued due under this agreement shall be paid in full.

14 MISCELLANEOUS

14.1 Warranty

Each of the parties warrants its power to enter into this agreement and has obtained the necessary approvals to do so.

14.2 Whole Agreement

Each party acknowledges that this agreement (as varied) and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.

14.3 Change of Address

Each party shall give notice to the other of the change of acquisition of any address or telephone, telex or similar numbers at the earliest possible opportunity but in any event within 24 hours of such change or acquisition.

14.4 Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party to the address shown at the head of this agreement or such other address substituted in writing under clause 14.3 (and if more than one address any such address) or by facsimile transmission or by electronic mail or by telex shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answer back).

14.5 Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

14.6 Joint and Several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

14.7 Proper Law and Jurisdiction

14.7.1 This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

14.7.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England or Wales.

14.7.3 The submission by the parties to such jurisdiction shall not limit the right of the Consultant to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate.

14.7.4 Any notice of proceedings or other notices in connection with or which would give effect to such proceedings may without prejudice to any other method of service be served upon any party in accordance with clause 14.4.

14.7.5 In the event of the client residing outside England, its address for service in England shall be the address for such service nominated in this agreement and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Client.

14.8 Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms of conditions of this agreement shall not be a waiver of them at any time subsequently to enforce all terms and conditions of this agreement.

14.9 Status of the Consultant

14.9.1 The Consultant (if an individual) shall be an independent contractor and not in the employ of the Client.

14.9.2 In such capacity, the Consultant shall bear exclusive responsibility for the payment of his or her National Insurance contributions as a self-employed person and for the discharge of any income tax and VAT liability arising out of remuneration for the work performed by him or her under this agreement.

14.9.3 The Consultant shall not be subject to directions from the Client as to the manner in which he or she shall perform his or her work.

14.10 Assignment or Sub-contracting

The consultant shall be entitled to sub-contract any of its rights or duties under this agreement.

14.11 Set-Off

The Client shall not be entitled to withhold payment of any sum otherwise payable to the Consultant by reason of any claim, set-off or for damages in relation hereto.

14.12 Retention of Title

All materials supplied remain the property of Sentia Global Ltd until all invoices are settled in full. Goods shall be marked as property of Sentia Global Ltd until such times. Sentia Global Ltd shall have the right to enter premises through peaceful means (including use of keys given to the company) to retrieve goods if an account is not duly settled. Goods may also be removed from equipment where they have been installed into other devices (hard drives, batteries, other components etc)

15 MEDIATION

In the event of any dispute arising between the parties in connection with this agreement, the parties will in good faith seek to resolve that dispute through mediation. The mediator shall be agreed upon within seven days of one party requesting mediation, failing which the mediator shall be appointed by the Finance Director of Sentia Global. Unless otherwise agreed, the parties shall share equally the costs of the mediation. If the dispute is not resolved within 30 days or one of the parties refuses to participate in the mediation, the dispute shall be resolved by way of litigation. Nothing in the clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary not shall the Consultant be precluded from issuing proceedings or taking any other step in relation to the non-payment of monies due.

16 DEFINITIONS

"The Assignment" means the Assignment referred to in the Terms of Engagement.

"The Terms of Reference" means the Terms of Reference referred to in the Terms of Engagement.

"The Terms of Engagement" means the written terms of agreement between the Client and the Consultant which incorporate these terms.

**Where no TERMS OF ENGAGEMENT or TERMS OF REFERENCE exist as schedules, to this contract, such terms as agreed via E-Mail will be valid in their place & where neither exist these terms shall apply exclusively.**

**Variation Clauses & Further Schedules apply to:**

**Media Streaming & Delivery**

**Media Production & Delivery**

**Broadcast**

**Internet Service Provision & FTTP**

**Software Development**

***Copies of pro-forma clauses available on request***

## **Our Policy on Cancelled bookings**

Sentia are able to offer competitive rates through efficiencies & the proper management of consultants time. It is a sad fact of life that sometimes people do not value our time as highly as they should and believe that cancellations are a victimless crime. During 2013 we lost over £13,000 in cancelled & missed appointments – as such we have a strict, zero-tolerance policy on cancellations & apply charges.

***Where a booking has been made with Sentia & it is cancelled, the following graduated scale of charges apply:-***

*(A booking is defined as ‘when an agreement to provide a service on a specific day has been made & agreed’. All days are calendar days, not working days!)*

*Fees as at 13<sup>th</sup> July 2015*

<b>Notice of cancellation</b>	<b>Fee</b>
<b>Less than 1 days notice of cancellation</b>	<b>100% charge for time set aside/requested PLUS £500 administration charge PLUS VAT</b>
<b>Less than 2 days notice of cancellation</b>	<b>100% charge for time set aside/requested PLUS £400 administration charge PLUS VAT</b>
<b>Less than 5 days notice of cancellation</b>	<b>100% charge for time set aside/requested PLUS £200 administration charge PLUS VAT</b>
<b>Less than 14 days notice of cancellation</b>	<b>50% charge for time set aside/requested PLUS £200 administration charge PLUS VAT</b>
<b>Greater than 14 days notice of cancellation</b>	<b>40% charge for time set aside/requested PLUS</b>

	<b>£200 administration charge PLUS VAT</b>
<b>Missed appointment</b> (Defined as 'where our consultant is available as promised, but the customer is not available or a no-show event is logged')	<b>£300 per missed appointment PLUS VAT</b>

### **Additional Clauses**

#### **Title in goods**

All Goods shall remain the exclusive property of the Consultant until all monies are paid satisfactorily & in full.

#### **Additional Charges (as at 13<sup>th</sup> July 2015)**

Sentia makes additional charges as follows

*For each invoice paid later than 12 noon on the due date borne on its face* *£100*

*For director or senior management time taken by dealing with administration for external agencies and/or bodies which we do not have a statutory duty to deal with, or attending committee or other process which we do not have a statutory obligation to attend.*

*£275 per hour + VAT*

*For the resolution of issues which arise as a result of someone else's incompetent or inefficient actions* *£275 per hour + VAT*

*Directors attendance on corporate or charity events or upon any matter which the director deems fit to charge for dealing with*

*£825 per day + VAT*

*Hourly & Daily charges are for each hour or day, or any part thereof.*



## Standard Rate Card

Sentia will charge the following rates, unless alternative agreements are made in writing in advance of engagement. Sentia will deem that engagement has occurred when Sentia or its staff have been asked to conduct any task, regardless of nature. All time is chargeable time & no time shall be given free of charge unless otherwise specifically agreed in advance in writing.

*Fees as at 13<sup>th</sup> July 2015*

<b>Type of consultant</b>	<b>Daily Rate</b>
<b>CEO or Executive Director</b>	<b>£825 per day + VAT</b>
<b>Non-Executive Director</b>	<b>£750 per day + VAT</b>
<b>Any other member of staff or consultant</b>	<b>£675 per day + VAT</b>

*Hourly & Daily charges are for each hour or day, or any part thereof. Invoices will be issued weekly for payment within 7 days unless otherwise agreed. Sentia's standard terms of business shall apply to ALL tasks / work conducted by Sentia & its agents & shall supersede any other terms previously agreed.*