

Hamilton Kilgour Ltd
Terms of Business 2009

1. Definitions

In these Terms, unless the context requires otherwise;

“**Consultant**” means Hamilton Kilgour Ltd;

“**Consultancy Period**” means the dates set out in the Schedule during which the Services will be provided;

“**Fees**” means the fees and any other payments set out in the Schedule;

“**Schedule**” means the schedule to these Terms describing the Services, the Consultancy Period, the Fees Payable and other matters, signed by the Consultant and You;

“**Services**” means the tasks set out on the Schedule;

“**Terms**” means Hamilton Kilgour Terms of Business 2009 and where the context permits, the agreement formed between the Consultant and You incorporating these Terms of Business and the Schedule;

“**You**” or “**Your**” means the person contracting for the Services of the Consultant.

2. Provision of the Services

2.1 The Consultant will provide you with the Services during the Consultancy Period.

2.2 The Services are provided by the Contractor as an independent contractor and nothing in these Terms shall create, or be deemed to create, an agency, partnership or the relationship of employer and employee.

2.3 You acknowledge that in providing the Services, the Consultant is not acting as a solicitor or other form of attorney and is not providing any form of investment advice.

2.4 If any visas or permits are required for the Consultant to provide the Services, You will advise the Consultant of such requirement and procure any necessary visa or permit for the Consultant. The Consultant shall provide all reasonable assistance to You to obtain such visa or permit.

3. Warranties

3.1 The Consultant warrants it will provide the Services with reasonable skill and care and will use reasonable endeavours to meet any timetables and deadlines set by You.

3.2 You warrant that you will provide the necessary resources and procure the co-operation of Your staff, advisors and other consultants to enable the Consultant to provide the Services.

3.3 Except as set out in these Terms, no warranty of any kind is made in respect of the provision of the Services and all other conditions, warranties, terms, undertakings or other statements whatsoever whether express or implied, by statute or common law or otherwise howsoever, written or oral are excluded to the fullest extent permitted by law.

4. Fees and Payment

4.1 You will pay the Consultant the Fees together with any applicable taxes promptly upon receipt of an invoice from the Consultant.

4.2 If payment is not made within 30 days of the date of an invoice, the Consultant is entitled to charge interest at a daily rate of 2% above the base rate of the Royal Bank of Scotland plc on any sums outstanding.

4.3 If any Fees become overdue the Consultant may (without prejudice to any other right or remedy it may have) suspend the provision of the Services until payment is made and such suspension will not give You any rights or remedy against the Consultant.

4.4 You will not withhold payment in whole or in part on the ground You have a claim, counterclaim or set-off against the Consultant.

5. Early Termination

5.1 Either party can terminate these Terms (subject to clause 6) prior to the end of the Consultancy Period by giving the other party 7 days written notice of termination. If the Consultant has travelled to perform the Services, You will reimburse the Consultant's reasonable expenses for returning home early.

5.2 If it proves impractical to get any visa or permit referred to in clause 2.4, these Terms shall be deemed terminated (subject to clause 6) and You will reimburse the Consultant's reasonable expenses incurred to the date of such termination.

6. Liability

6.1 This clause 6 prevails over all other clauses in these Terms.

6.2 Nothing in these Terms excludes or restricts liability for death or personal injury resulting from negligence.

6.3 The Consultant's total aggregate liability to you for all claims made by you in respect of loss or damage suffered by You arising out of or in connection with the Services is limited to the Fees paid for the Services, however that liability arises including (without limitation) breach of contract, tort, misrepresentation or breach of statutory duty.

6.4 The Consultant shall not be liable in contract, tort or otherwise for any loss of revenue, business contracts, anticipated savings or profits or for any indirect or consequential loss whatsoever.

6.5 The provisions of this clause 6 shall continue to apply notwithstanding the completion of the Services and/or Consultancy Period or the termination or expiry of these Terms.

7. Intellectual Property Rights

7.1 As an independent contractor the Consultant will own all intellectual property rights in anything created by the Contractor as part of the Services.

7.2 The Contractor hereby grants You an irrevocable royalty free license to use anything created by the Consultant as part of the Services provided that all Fees have been paid in full.

8. Governing Law

8.1 These Terms are governed by and construed in accordance with English Law.

8.2 The Consultant and You hereby irrevocably submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising out of these Terms..

9. General

9.1 All terms between the Consultant and You are set out in these Terms. Amendments to these Terms can only be made in writing, signed by both parties.

9.2 A person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Terms.

9.3 Notwithstanding anything contained in these Terms, if the performance of the Services is delayed or made impossible for any reason whatsoever beyond the Consultant's reasonable control (including but not limited to, decision of any court or other competent judicial or regulatory body, unavailability of equipment, power or other commodity, failure or non-availability of internet or telecommunications facilities, acts of government or other prevailing authorities, defaults of third party or illness), then delay or non-performance by the Consultant will not be considered a breach of these Terms and the Consultant will not be liable to You for any loss or damage suffered.

9.4 Any notice given under these Terms must be given by letter to the address specified in the Schedule. Except for notices delivered by hand, notice will be deemed to have been given at the time at which the letter would have been delivered in the ordinary course of post.

9.5 Neither party's rights or powers under these Terms will be affected if one party delays in enforcing any provision of these Terms or one party grants an extension of time to the other party. If either party agrees to waive any of its rights under these Terms, that waiver will only be effective if in writing and signed by both parties. A waiver of any breach will not be regarded as a waiver of

Hamilton Kilgour Ltd
Terms of Business 2009

any subsequent breach of the same term or condition or a different term or condition.

9.6 Neither party shall assign these Terms or any benefits or obligations under these Terms without the prior written consent of the other the party.