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3. PROVIDING SERVICES

3.1 We will supply the Services to you on the date agreed between Us for an approximate period of [[TIME PERIOD] using all reasonable care and skill.

3.2 We will make every effort to deliver the Services as arranged. However, there may be delays due to an Event Outside Our Control. See clause 7 for Our responsibilities when an Event Outside Our Control happens.

3.3 [We may need certain information from you that is necessary for Us to provide the Services, for example, [TYPE OF INFORMATION]. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.

4. IF THERE IS A PROBLEM WITH THE SERVICES

4.1 In the unlikely event that you feel there is any defect in the manner in which the Services have been provided:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to make good any defect

5. PRICE AND PAYMENT

5.1 We do not charge for the Services. However, please note that the provision of any other services by Us, or any other company or business which may be affiliated to or associated with Us, will be the subject of separate arrangements to which different terms and conditions will apply.

6. OUR LIABILITY TO YOU. PLEASE PAY PARTICULAR ATTENTION TO THIS CLAUSE AS IT CONTAINS A DISCLAIMER AND LIMITS OUR LIABILITY TO YOU

6.1 We will not have created, nor have we any ability to control or influence the production of, the Sellability Score Report. We therefore do not accept any liability or responsibility for or in respect of that Report, and in the delivery of the Services we will rely on that Report and assume that the information you provided for its preparation was true, accurate and comprehensive.

6.2 Subject to clause 6.1 We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is

foreseeable if they were an obvious consequence of our breach [or if they were contemplated by you and Us at the time we entered into this contract.] However, our total liability to you for all and any such loss or damage will not exceed, and is limited to, £[], which is the amount for which we have effected Professional Indemnity Insurance.

- 6.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) [breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);]
 - (d) [breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);]

7. EVENTS OUTSIDE OUR CONTROL

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

7.2 An Event Outside Our Control means any act or event beyond Our reasonable control.

7.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Services to you, We will deliver the Services as soon as reasonably possible after the Event Outside Our Control is over.

7.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 8. [We will only cancel the contract if the Event Outside Our Control continues for longer than [4] weeks in accordance with Our cancellation rights in clause 8.]

8. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

8.1 Before the date on which we are to provide the Services, you have the following rights to cancel them, including where you choose to cancel because We are affected by an Event Outside Our Control:

- (a) You may cancel any Order for Services at any time before the agreed date for the Services by contacting Us. We will confirm your cancellation in writing to you.

8.2 Once We have arranged to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We are affected by an Event Outside Our Control.

9. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 We may have to cancel before the date for the delivery Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

9.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if you break the contract in any material way and you do not correct or fix the situation within [NUMBER] days of Us asking you to in writing.

10. INFORMATION ABOUT US AND HOW TO CONTACT US

10.1 We are a company registered in England and Wales. Our details are given in clause 1.1.

10.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning [NUMBER] or by e-mailing Us at [E-MAIL ADDRESS].

10.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 We will use any personal information you provide to Us to:

- (a) provide the Services; and
- (b) inform you about similar products or services that We, or companies with which we are associated or affiliated, provide but you may stop receiving these at any time by contacting Us.

11.2 We will not give your personal data to any third party.

12. OTHER IMPORTANT TERMS

12.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

12.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

12.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms, or rely on any matters discussed, advice given or actions suggested or recommended by us.

12.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

12.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.