



TERMS AND CONDITIONS

OMNISECTOR LIMITED

TERMS AND CONDITIONS OF SERVICE

1. Application

- These Terms and Conditions shall apply to the provision of Services by OMNIsector Limited as Service Provider to the Client.
- In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Service Provider in writing.

2. Definitions and Interpretation

- In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Statement of Works”	means any agreement of Works to be carried out by the Service Provider for the Client entered into by the same which is subject to these Terms and Conditions;
“Business Day”	means Monday to Friday, excluding Bank Holidays;
“Client”	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Service Provider;
“Commencement Date”	means the commencement date for the Statement of Works as set out in the same;
“Fees”	means the fees payable by the Client under Clause 4 in accordance with the Statement of Works;
“Services”	means the services to be provided by the Service Provider to the Client as set out in the Statement of Works;
“Service Provider”	means OMNIsector Ltd
“Terms of Payment”	means the terms of payment of Fees as set out in the Statement of Works.

- **Unless the context otherwise requires, each reference in these Terms and Conditions to:**
 - **“writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;**
 - **a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;**
 - **“these Terms and Conditions” is a reference to these Terms and Conditions and any Statement of Works as amended or supplemented at the relevant time;**
 - **a Statement of Works is a schedule to these Terms and Conditions; and**
 - **a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Statement of Works) or a paragraph of the relevant Statement of Works.**
 - **a “Party” or the “Parties” refer to the parties to these Terms and Conditions.**
- **The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.**
- **Words imparting the singular number shall include the plural and vice versa.**
- **References to any gender shall include the other gender.**

3. The Services

- **With effect from the Commencement Date the Service Provider shall, in consideration of the Fees being paid in accordance with the Terms of Payment provide the Services to the Client.**
- **The Service Provider will use reasonable care and skill to perform the Services.**
- **The Service Provider shall use all reasonable endeavours to complete its obligations under these Terms and Conditions, but time will not be of the essence in the performance of these obligations unless specifically agreed in writing between the parties.**
- **By signing the Statement of Works, the Client confirms that they own any Intellectual Property rights in relation to any content, pictures, drawings or any other content that you provide to the Service Provider for the purposes of completing the Statement of Works.**
- **Following completion of the works and payment of the agreed fees, the Client will own any Intellectual Property that may arise from those Works.**
- **The Works will be signed off by the Client at agreed stages during the term of the Works. The Service Provider reserves the right to stop work until such sign off has been received.**
- **The Client will respond in a timely manner to any enquiries raised by the Service Provider that will enable them to complete the Works.**

4. Fees

- The Client agrees to pay the Fees in accordance with the Statement of Works.
- In addition, the Service Provider shall be entitled to recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services, such expenses to be agreed in advance where possible.
- The Client will pay the Service Provider for any additional services provided by the Service Provider that are not specified in the Statement of Works in accordance with the Service Provider's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses. Should any additional works be agreed between the parties then they should be agreed in writing, including any amendments to the payment terms set out in the Statement of Works.
- All sums payable by either Party pursuant to the Statement of Works are exclusive of VAT.

5. Payment

- All payments required to be made pursuant to the Statement of Works by either Party shall be made within 30 days of the date of the relevant invoice in pounds sterling in cleared funds to such bank in the UK as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- The time of payment shall be of the essence. If the Client fails to make any payment on the due date then the Service Provider shall, without prejudice to any right which the Service Provider may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on a daily basis at an annual rate equal to 8% above the base rate of the Bank of England from time to time on any sum due and not paid on the due date until such sum is received in full. Such interest shall be calculated cumulatively on a daily basis and shall run from the due date of the invoice until payment is received.

6. Variation and Amendments

- If the Client wishes to vary any details of the Statement of Works, he must notify the Service Provider in writing as soon as possible. If the variations are agreed then the Service Provider will confirm the variation to the Statement of Works in writing, along with any additional fees that may be applicable.
- If, due to circumstances beyond the Service Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify

the Client immediately. The Service Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

7. Termination

- **The Service Provider may terminate the Statement of Works immediately if:**
 - **the Client is in breach of any of his obligations hereunder;**
 - **the Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with his creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of his undertakings or assets;**
 - **the Client has become bankrupt or shall be deemed unable to pay his debts by virtue of Section 123 of the Insolvency Act 1986;**
 - **the Client ceases or threatens to cease to carry on business; or**
 - **any circumstances whatsoever beyond the reasonable control of the Service Provider (including but not limited to the termination of the Services through no fault of the Service Provider) arise that necessitate for whatever reason the termination of the provision of Services.**
- **In the event of termination under sub-Clause 7.1 the Service Provider shall retain any sums already paid to it by the Client without prejudice to any other rights the Service Provider may have whether at law or otherwise.**
- **The Client may terminate the Statement of Works upon the giving of 7 days' notice. The applicable fees will be determined on a sliding scale taking into account how much work has been carried out to date and how near completion the Works are.**

8. Sub-Contracting

- **Neither Party may sub-contract the performance of any of their obligations under these Terms and Conditions without the prior written consent of the other Party. Where such Consent is provided, that Party wishing to sub-contract their obligations shall be responsible for every act or omission of their sub-contractor as if it were an act or omission of the Party itself.**

9. Liability

- **If the Service Provider fails to perform the Services with reasonable care and skill it will carry out remedial action at no extra cost to the Client.**
- **The Client shall indemnify the Service Provider against all damages, costs, claims and expenses suffered by the Service Provider arising from loss or damage to any equipment (including that of third parties) caused by the Client, or his agents or employees.**
- **The Service Provider shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure**

to perform, any of the Service Provider's obligations if the delay or failure was due to any cause beyond the Service Provider's reasonable control.

- The Service Provider shall not be liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. Force Majeure

- Neither the Client nor the Service Provider shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party.
- Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11. Waiver

- No waiver by the Service Provider of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.
- No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

12. Severance

- The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

13. Copyright

- **The Service Provider reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Services or facilities. The Service Provider reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.**

14. Notices

- **All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.**
- **Notices shall be deemed to have been duly given:**
 - **when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or**
 - **when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or**
 - **on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or**
 - **on the tenth business day following mailing, if mailed by airmail, postage prepaid.**

in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

- **Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.**

15. Law and Jurisdiction

- **These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.**
- **Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.**

16. Variation

- **No variation to the Contract or these Terms and Conditions will be valid unless confirmed in writing by both parties, at which time any such variation will become binding.**

17. Third Party Rights

- **No person other than the contracting parties shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.**

18. Entirety of Agreement

- **These Terms and Conditions, along with the Statement of Works entered into between the parties forms the entirety of the agreement and understanding between the parties. Following entering into the Agreement, if any supplementary documentation is required to be entered into each subsequent document setting out additional works will be signed by all parties.**