

KTSL Standard Terms & Conditions

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 ASSOCIATE shall mean any person, company or people who provide Services to the Customer in representation of the Supplier
- 1.2 CONTRACT between the Supplier and the Customer for the supply of Services in accordance with these Terms and Conditions
- 1.3 CUSTOMER means any individual, partnership, limited company, charity or organisation that from time to time purchases Services from the Supplier
- 1.4 FEES shall mean all charges and expenses that will be invoiced by the Supplier to the Customer for the services provided
- 1.5 PROPOSAL means a statement of work, quotation or other similar document describing the services to be provided by the Supplier
- 1.6 SERVICES means the services specified in the Proposal
- 1.7 SUPPLIER means KTSL Limited, 23 Leaffield Industrial Estate, Corsham, Wiltshire, SN13 9RS (company number 3926836)
- 1.8 TERMS AND CONDITIONS means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier

2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication by the Customer.
- 2.2 Any variation to these Terms and Conditions shall not be effective unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights.
- 2.5 Acceptance of these Terms and Conditions constitutes acceptance by the Customer to enter into a Mutual Non-Disclosure Agreement with the Supplier <https://www.ktsl.com/ktsl-non-disclosure-agreement/>

3. The Service

- 3.1 Any Proposal shall remain valid for a period of 30 (thirty) days unless otherwise stated.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier within the period specified in Clause 3.1 at which point and on such date a Contract shall come into existence
(Commencement Date)
- 3.3 The Supplier will commence scheduling of work in respect of the Services following the Commencement Date. Acceptance of a Proposal by the Customer constitutes acceptance of these Terms and Conditions.
- 3.4 The Proposal will be the Supplier's best estimation of time required to meet the Customer's needs. Further services which are later identified will be subject to a separate proposal and additional fees. Annual and/or ongoing training deemed a mandatory requirement by the Customer will be billable once attended by the Supplier. The Supplier will invoice for this separately, at the agreed standard rates.
- 3.5 The Supplier shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.6 If Services do not commence within 120 days of the Commencement Date, the Supplier will notify the Customer of order cancellation. A stand-down fee relative to 20% of the Proposal value will be due immediately after notification. Reengagement of works will require a new proposal from the Supplier.
- 3.7 If Services are put on hold for a period of 6 months or more resulting in no activity, any remaining time on the Contract will be forfeited, the Contract ceased and a stand-down fee relative to 20% of the remaining Contract value will be due immediately.
- 3.8 The Services will be performed during normal business hours in the country where the Services are to be delivered. A business day consists of 8 hours per resource.
- 3.9 Overtime above the standard 8 hours resource will be charged at a rate of 1.5 times the quoted rate for work performed outside of normal business hours (Monday – Friday 9am – 5pm) and 2 times the quoted rate for work performed over weekends & bank holidays.

4. Fees & Payment of Fees

- 4.1 The Fees for the Services are as specified in the Proposal.
- 4.2 The Fees are quoted exclusive of VAT.
- 4.3 The Fees are based on the Supplier's current assessment of costs and are subject to amendment if scope significantly changes subject to clause 8 – Cancellation and Termination. Any amendment to the initial scope will be chargeable under a new Proposal.
- 4.4 Payment of the Fees shall be made in the manner specified in the Proposal.
- 4.5 Time shall be of the essence in respect of payment obligations.
- 4.6 Reasonable travel and incurred expenses are deemed recoverable unless the Proposal states the Fees are inclusive of expenses.
- 4.7 The Fees shall be calculated on a time & materials basis unless otherwise stated in the Proposal.
- 4.8 Completion of the Services shall be deemed to have taken place when such Services as described in the Proposal have been carried out.
- 4.9 Payment terms are strictly 30 days from the date of the invoice unless agreed beforehand.
- 4.10 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 5% above the Bank of England's base rate per month on the outstanding amount but at 5% a year for any period when that base rate is below 0%.

5. Customer Obligations

To enable the Supplier to perform its obligations the Customer shall:

- 5.1 Keep agreed appointments in order to meet the necessary timescales.
- 5.2 Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.
- 5.3 Obtain all necessary permissions and consent which will be required before the commencement of the Services, the cost of which is the sole responsibility of the Customer.
- 5.4 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

6. Supplier Obligations

- 6.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice
- 6.2 All Associates working with the Supplier will have relevant and adequate qualifications, skills and experience to carry out the Services
- 6.3 The Supplier will ensure Associates time is recorded within the Suppliers internal time recording system and reports sent to the Customer for review and approval. The Supplier will assume approval after 5 days of submitting the reports if the Customer has not expressly rejected the information provided.
- 6.4 Any information supplied by the Customer will be treated as confidential. No confidential information will be supplied to a third party (who is not an Associate) without the Customer's express permission.

7. Non Solicitation

- 7.1 During the term of the Contract and for a period of 12 months after it ends the Customer shall not directly or indirectly, without the Suppliers prior written consent, entice away or seek to entice away from the Supplier or employ or engage or solicit the employment or engagement in office of any officer, employee, worker or associate of the Supplier.
- 7.2 In the event of any breach of Clause 7.1 above, the Customer shall for each officer, employee, worker or associate pay to the Supplier immediately on demand a sum equal to 40% of the annual basic salary or the annual fee payable by the Supplier to that officer, employee, worker or associate plus the recruitment cost incurred by the Supplier in replacing such person.
- 7.3 In the event that the Supplier consents in writing to an officer, employee, worker or associate being recruited by the Customer, the Customer shall pay the Supplier a sum equal to the following:
 - 7.3.1 If the resource is transferred to perform the same activity for the Customer as currently performed by the Supplier
 - (i) Within the current Contract period 35% of base salary
 - (ii) Transfer within 0-6 months post Contract 35% of base salary
 - (iii) Transfer within 6 -12 months post Contract 30% of base salary
 - 7.3.2 If the resource is transferred but to perform an entirely separate role, whereby the Customer still requires the continuation of Service provided by the Supplier
 - (i) Within the current Contract period 15% of base salary
 - (ii) Transfer within 0-6 months post Contract 15% of base salary
 - (iii) Transfer after 6 months post Contract 5% of salary

8. Cancellations & Termination

- 8.1 The Customer may cancel the Services by notifying the Supplier in writing at the address above giving not less than 14 days' notice.
- 8.2 The Supplier will charge for all Services carried out up to the date the cancellation letter is received.

- 8.3 The Supplier will charge the Customer during the notice period for scheduled resource at the agreed rates within the Proposal unless the Supplier is able to allocate the resource to alternative services.
- 8.4 The Supplier may immediately terminate the Services in the following events by giving written notice to the Customer
- material breach of these Terms and Conditions by the Customer (including non-payment)
 - breach which, if capable of remedy, has not been remedied within 10 business days
 - Insolvency of the Customer

9. Liability

- 9.1 Nothing in these Terms and Conditions shall exclude or restrict either party's liability for:
- bribery or fraud ;
 - death or personal injury resulting from negligence of a Party or it's employees or associates (if applicable)
- 9.2 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Proposal of these Terms and Conditions.
- 9.3 Subject to clause 9.1, the Supplier shall not be liable to the Customer for any:
- 9.3.1 indirect, special, or consequential loss
- loss of profits;
 - loss of revenue;
 - loss of anticipated savings;
 - loss of business opportunities; or
 - loss of or damage to goodwill (in each case whether directly or indirectly)
- 9.4 Each party agrees to use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with the Services and Contract.
- 9.5 The Supplier's total aggregate liability shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

10. Force Majeure

- 10.1 Neither party shall be in breach of the contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances, or causes beyond its reasonable control.

11. Assignment and other dealings

- 11.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract [without the prior written consent of the Supplier.

12. Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract is deleted under this Clause 13 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

16. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.