

# CONSULTMDH Limited Terms and Conditions

1. These Standard Terms and Conditions apply to the delivery of services including consultancy and research work (Services) by CONSULTMDH Limited ('CONSULTMDH') pursuant to a Quotation enclosing these Standard Terms and Conditions. These Standard Terms and Conditions and the Quotation together with any other documents or other terms to which specific contractual reference is made in the Quotation, constitute the Contract.
2. An estimate of CONSULTMDH's charges and expenses for the delivery of the Services is provided in the Quotation supplied. This remains valid for the period stated in the Quotation, or for thirty days from the date of submission.
3. Invoices for Services delivered plus related expenses shall be submitted by CONSULTMDH weekly, bi-weekly, monthly, or at fixed milestones as specified in the Quotation. Invoices are payable, together with value added tax current at the time of your acceptance of the Quotation, within fifteen days of the invoice date without right of set-off or counterclaim statutory or otherwise. CONSULTMDH reserves its right to claim interest on late payments in accordance with existing legislation.
4. CONSULTMDH may deliver the Services by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.
5. CONSULTMDH may terminate the Contract and discontinue work if the Client: (a) fails to make payment in accordance with the Contract; or (b) summons a meeting of its creditors, suffers a Quotation for voluntary arrangement, becomes subject to any voluntary arrangement, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income, passes a resolution for its winding up (save for the purpose of a voluntary reconstruction or amalgamation), has a petition presented to any Court for its winding up or for the appointment of an administrator (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has a Quotation made for a scheme of arrangement under Section 425 Companies Act 1985 or becomes the subject of a notice to strike off the register at Companies House or for an administration order or has anything analogous to any of the foregoing occur in any other jurisdiction; or (c) is in breach of the Contract in a manner which is not capable of rectification or (where capable of rectification) which is not rectified within 14 days of written notice requiring its rectification. All sums owing at the time of such circumstances shall become immediately payable as a debt to CONSULTMDH.
6. All conclusions, recommendations, and forecasts in the Quotation and any subsequent report, letter or communication, both verbal and written, are made in good faith and on the basis of the information available to CONSULTMDH at that time whether from the Client or information which is in the public domain and the validity thereof will depend, amongst other factors, on the effective co-operation of the Client, and the Client's Staff. Hence, no condition, warranty or representation, express or implied, is given as to the results or performance obtained or to be obtained from the Services provided by CONSULTMDH and the Client shall be responsible for the proper adaptation of CONSULTMDH's recommendations to the Client's own circumstances. CONSULTMDH cannot warrant that the work will be outside the scope of any patent or registered design, and will not be liable to the Client for any loss or claim which is not reasonably foreseeable on acceptance of the Quotation. For any direct loss or damage suffered by the Client in contract or tort or under statute or otherwise, CONSULTMDH's liability shall be limited to the amount specified in the Quotation or, if no amount is specified, to the total amount that CONSULTMDH would be entitled to under the Contract, except that such limit shall not apply to direct loss or damage caused by CONSULTMDH's fraud or relating to death or personal injury caused by CONSULTMDH's negligence.
7. CONSULTMDH shall not be liable for any consequential or indirect loss (including without limitation lost or anticipated loss of revenues or profits, pure economic loss and loss of business) suffered by the Client whether this loss arises from a breach of duty in contract or tort or in any other way (including loss arising from CONSULTMDH's negligence).
8. In order to protect the interest of Clients, CONSULTMDH Staff are employed under a service contract which specifically forbids the unauthorised disclosure of confidential information. CONSULTMDH will use reasonable endeavours to keep confidential for two years from the date of its communication all information supplied by the Client which is defined as confidential at the time of its supply and the enforcement against a member of staff of the CONSULTMDH's service contract shall be deemed to be a full and sufficient discharge of its duties in this connection. However, this confidentiality shall not extend to any information already known to CONSULTMDH prior to its disclosure by the Client or lawfully received from a third party, or any information already existing in the public domain at the date of its disclosure or which CONSULTMDH is required to disclose pursuant to a statutory obligation.
9. Title to all industrial or intellectual property, including know-how, patents and copyrights, that CONSULTMDH possesses or develops as background knowledge remains the property of CONSULTMDH. Title to all industrial or intellectual property arising directly from and relating directly to the Contract including know-how, patents and copyrights made directly by officers or employees of CONSULTMDH remains the property of CONSULTMDH until full payment of CONSULTMDH's fees have been made by the Client.
10. Reports submitted and advice given by CONSULTMDH are for the use of the Client within its business only and are not to be reproduced or disclosed to third parties without prior consent confirmed in writing by a duly authorised representative of CONSULTMDH. CONSULTMDH accepts no responsibility to the Client if legal action is taken against the Client by a third party to whom the Client has passed a report or advice.
11. For the avoidance of doubt, time shall not be of the essence, and CONSULTMDH shall incur no liability to the Client in respect of any failure to deliver the Services or any part thereof by any date specified whether in the Quotation or otherwise. However, CONSULTMDH shall employ reasonable endeavours to meet the milestones and schedules set out in the Quotation.
12. The Contract is personal to the parties to it and shall not be reassigned without agreement by both CONSULTMDH and the Client.
13. Any notice, demand or communication under the Contract shall be in writing and may be delivered by hand, post or e-mail, addressed to the recipient at the address stated in the Quotation or any other address (including an e-mail address) notified to the other party in writing for such purpose. The notice, demand or communication shall be deemed to have been duly served: (a) if delivered by hand, at the time of delivery; (b) if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; (c) if delivered by e-mail, 24 hours after being e-mailed.
14. If part of the Contract is found by a Court or other competent authority to be void or unenforceable, such part shall be deleted and the remaining parts shall continue in full force and effect.
15. Any waiver of any breach of, or default under, the Contract by a party shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms and conditions therein.
16. Nothing in the Contract shall create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.
17. The Contract sets out the entire agreement and understanding between the parties in connection with the Services and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to the Services. For the avoidance of doubt any subsequent document containing terms and conditions shall be inapplicable unless agreed as a variation to the Contract in accordance with Clause 18 below.
18. No variation to the Contract shall be effective unless agreed in writing by duly authorised representatives of the parties. Such agreement may be delivered by hand, post, facsimile or e-mail in accordance with Clause 13 above. Nothing in the Contract shall exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
19. CONSULTMDH shall not be liable for any delay or failure to perform any of its obligations under the Contract insofar as the performance of such obligations is prevented by an event which is beyond its reasonable control. Notwithstanding the foregoing, CONSULTMDH shall use its reasonable endeavours to continue to perform its obligations for the duration of such force majeure event
20. Nothing contained within the terms of, and no action taken by CONSULTMDH or the Client pursuant to, the Contract shall be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.
21. The Contract is governed in all respects by English Law and the Parties submit to the exclusive jurisdiction of the English Courts.