

General terms and conditions of business

Your contract

acl is a consortium of three independent consultancies each of which is a limited company. Your contract will be with one of these companies, and the Director of your contracted company will act as project manager for your contract.

Limitation of liability

In carrying out our work, we shall provide the professional services with all reasonable care and skill. In the event of any claim arising in respect of professional services, the maximum total liability to you in respect of any of our companies will be limited to the value of the fees we would have charged in respect of these services for the fiscal year concerned. This maximum total liability includes any claims in respect of breaches of contract, tort or otherwise in respect of the professional services and shall also include interest. We acknowledge that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its partners or employees. You will not bring any claim of a kind that is included within the subject of the limitation of liability against any of our employees on a personal basis.

All aspects of our professional services are for your sole use and will not be made available to any third party without our written consent. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

Quality of service

It is our desire to provide you with a high quality service to meet your needs. If you would like to discuss with us how our service could be improved or if you are dissatisfied with any aspect of our service, please let us know. In this way, we shall be able to ensure that your concerns are dealt with carefully and promptly.

Fees

Our fees are computed on the basis of the time spent on your affairs and on the levels of skill and responsibility involved. Unless otherwise agreed, our fees will be billed at the appropriate intervals during the course of the year and will be due on presentation. Any queries concerning an invoice must be raised within 30 days of the invoice date.

If it is necessary for us to carry out work outside the responsibilities outlined in our letter of agreement with you, we shall first discuss and agree with you any additional fees involved.

Applicable Law

This engagement letter shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those

courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

Agreement of terms

We will ask you to confirm in writing your agreement to these terms by signing and returning an appropriate engagement letter, which will also set out our proposed charges and billing schedule. Alternatively you should let us know if our engagement letter is not in accordance with your understanding of our terms of agreement, so that we can resolve any difficulties.

V2.3
January 2014