

TAG TERMS AND CONDITIONS

1. DEFINITIONS AND GENERAL

1.1 "TAG" means The Arable Group or TAG Consulting Ltd or TAG Consulting 2004 Ltd or TAG Commercial Ltd whichever is providing Services.

1.2 "Client" means any person, partnership or company whose request for the provision of services is accepted by TAG.

1.3 These conditions shall apply to all services provided by TAG to a Client ("Services") unless otherwise agreed in writing. These conditions shall take effect to the exclusion of any other terms and conditions of the Client or otherwise. No prior correspondence, addition to, variation or waiver of these conditions shall be binding unless agreed in writing by TAG. The headings in these conditions shall not affect their construction or interpretation.

2. PROVISION OF SERVICES

2.1 TAG shall provide the Services according to the written instructions received from the Client from time to time for the fee agreed in writing. In default of agreement TAG shall charge for the Services at its usual rates for such work.

2.2 Where a member of TAG staff is named as the person to provide the Services TAG shall be entitled, on giving reasonable notice, to use other staff of comparable skill and experience to supply the Services.

2.3 Unless otherwise agreed in writing TAG may correspond by the Internet or other electronic media. In such cases TAG will take reasonable steps to safeguard the security of the information transmitted, but will not accept liability for its security and confidentiality beyond these steps.

3. THE CLIENT'S OBLIGATIONS

3.1 The Client warrants that all information provided by or for him to TAG will be full and accurate.

3.2 The Client will be responsible for assessing the recommendations and advice given by TAG and for any commercial decisions that it makes. The Client is responsible for taking into account the limitations in the instructions given to TAG, and commercial and other factors, of which the Client and its other advisors are, or should be aware.

3.3 The Client will ensure that all legislative health and safety requirements are complied with in relation to employees of TAG working on the Client's premises.

3.4 The Client will ensure that its employees attending TAG premises will comply with statutory and TAG health, safety, welfare, information technology and security arrangements.

3.5 Delivery, maintenance and insurance of materials and equipment provided by the Client shall be the responsibility of the Client. TAG will be responsible for its own materials and equipment.

3.6 The Client will indemnify TAG against claims brought or threatened by third parties (including all liabilities, losses, reasonable legal fees and internal management and administrative costs arising from such claims) as a result of or connected with the Services except to the extent that TAG is legally liable to the Client.

4. PAYMENT TERMS

4.1 Unless otherwise agreed in writing all sums due to TAG are due within 30 days of invoice date. TAG reserves the right unilaterally to vary payment terms by giving prior written notice.

4.2 If any payment is not made to TAG by the due date: (i) TAG reserves the right to cease to provide the Services and, if it thinks fit, terminate the contract; (ii) the Client agrees that payment for all Services carried out by TAG up to that date shall become due and payable forthwith whether or not an invoice has been issued in respect of that work and notwithstanding that 30 days may not have expired since the invoice date; and (iii) TAG reserves the right to charge interest on any overdue payment at the rate of 3% above the base rate of TAG's bankers in force from time to time.

4.3 The Client shall reimburse TAG for all expenses properly incurred by TAG in the discharge of the Services. 4.4 TAG will add VAT to its charges and expenses at the applicable rate then in force. 4.5 TAG reserves the right to take up credit, bank and other references.

5. TAG'S WARRANTIES AND LIABILITY

5.1 TAG will use reasonable skill and care in carrying out the Services. TAG advice is based upon the business climate and circumstances prevailing at the time the advice is given. TAG accepts no responsibility for any external factors which may later change or fluctuate or of which TAG cannot reasonably be expected to be aware

5.2 The parties agree that TAG'S advice will only apply in the context of the instructions given by the Client to TAG. TAG will not accept liability for use by the Client in any other circumstances.

5.3 Any advice or recommendations given by TAG as part of the Services will not be binding on TAG unless confirmed by TAG in writing.

5.4 Any work carried out for the Client by TAG outside the Services and for which TAG does not charge the Client shall not be, or deemed to be, subject to any contract between TAG and the Client. TAG will not expect or agree to the Client relying upon such work and TAG excludes all liability in contract and in tort, including for negligence, for such work. 5.5 TAG will not be liable for any of the following arising from provision of the Services (including arising from TAG's negligence): (i) loss of anticipated profits or expected future business; (ii) damage to reputation or goodwill; (iii) damages, costs or expenses payable by the Client to any third party; (iv) loss of any order or contract; or (v) indirect or consequential loss of any kind.

5.6 TAG will not be liable for (i) any failure or delay in carrying out the Services attributable to any act or omission, or delay by the Client, its employees or contractors; or (ii) any products supplied by a third party.

5.7 The Client shall bring any claim related to the Services within two years of (i) the relevant incident; or (ii) the date when the Client ought reasonably to have been aware of the existence of the claim. TAG excludes liability for claims brought outside this time limit.

5.8 The liability of TAG in contract, negligence or otherwise relating to the Services shall be limited to the reasonable cost of remedying any defect in the Services or other matter constituting a breach and in no circumstances shall the liability of TAG exceed the greater of £100,000 or one-and-one-half times the total paid by the Client to TAG for the Services. 5.9 Nothing in this clause 5 shall limit the liability of TAG for death or personal injury caused by its negligence.

6. TERMINATION

6.1 Without prejudice to their other rights, a party may terminate the contract if (i) the other party commits a material irremediable breach or fails to remedy a material and remediable breach within 21 days of receipt of written notice to do so; (ii) the other party has an administrator or administrative receiver appointed over all or any of its assets or goes into insolvent liquidation; or (iii) an event within the scope of condition 9.2 prevents or delays TAG from carrying out the Services for 60 consecutive days or more.

6.2 Payment for all Services carried out up to and including the date of termination shall be due on termination by the client pursuant to condition 6.1.

6.3 Payment due on termination by TAG pursuant to condition 6.1 shall include: (i) payment for all Services carried out up to and including the date of termination; and (ii) reimbursement to TAG of the cost of any commitments entered into by TAG on the assumption that it would supply all the Services.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 Subject to the following and to clause 2.3 TAG will treat as confidential all trade secrets and confidential information received from the Client relating to the Services concerning the Client or its business. TAG will not disclose such information to a third party without the prior written consent of the Client. TAG may use information obtained while providing the Services for the compilation of statistics.

7.2 All information and advice provided by TAG to the Client is for the sole use of the Client and shall not be disclosed or made available by the Client to any third party without the prior written consent of TAG.

7.3 Neither party shall be prevented from disclosing information which: (i) is or becomes public knowledge; (ii) is or becomes known from other sources without restriction on disclosure; (iii) is required to be disclosed by law; or (iv) the recipient party can prove is or has been independently developed by the recipient.

7.4 The Client will neither display nor use either the name "TAG" or the TAG logo nor will the Client disclose to any third party TAG'S involvement in the Services without the prior written consent of TAG, unless legally required to do so.

7.5 All copyright in working papers, reports and other materials produced by TAG shall vest in TAG, but the Client may circulate copies of such within its own organisation.

8. TAG STAFF

8.1 The Client shall not during the provision of the Services or within 6 months after the completion of the such without TAG'S prior written consent offer employment to any member of TAG staff (of the level of consultant or higher) who has carried out work in connection with the Services or engage any such person either directly or indirectly to provide services to the Client.

8.2 If the Client is in breach of condition 8.1 the Client agrees to pay to TAG, on demand, a sum equal to 30% of the total annual remuneration package paid by TAG to the member of its staff concerned prior to his/her departure. The Client acknowledges that this sum represents a genuine and fair assessment of the likely loss to TAG.

9. MISCELLANEOUS

9.1 If two or more parties engage TAG to supply Services in respect of a particular contract then such parties shall be jointly and severally liable for payment for the Services.

9.2 TAG will not be liable for any failure or delay in carrying out the Services due to any circumstances beyond its reasonable control.

9.3 Any notice by either party shall be deemed to have been properly given if delivered by hand, or sent by first class recorded delivery post to the other party at its address notified in writing, and shall be deemed to have been delivered two working days after the date of posting.

9.4 Any condition found to be invalid or unenforceable shall be severed, and the remaining conditions shall continue to be valid and enforceable as if the contract had been agreed without the invalid or unenforceable condition. 9.5 The contract to which these terms and conditions apply shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

9.6 Conditions 7 and 8 shall remain enforceable irrespective of termination of the contract or completion of the Services for whatever reason. Termination or completion shall not prejudice the accrued rights or liabilities of either party.

