



GAL EDUCATION

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Consultancy Terms and Conditions

This Agreement establishes the terms and conditions under which Greensides Associates Limited ("GAL EDUCATION"), through its employees and/or its sub-contractors, ("Consultants") provides to its customer ("Client") consulting and professional services as described in the quotations in Exhibit A to this Agreement.

By Entering into an agreed service with GAL EDUCATION, both the consultants and clients are subject to the terms and conditions laid out in this document.

1. Services to be performed/personnel: GAL EDUCATION will provide to Client, Consultants to perform Services at Client's direction as agreed to in writing between GAL EDUCATION and Client. The Consultants will be suitably qualified, experienced and proficient in the relevant products and skills. If at any time Client informs GAL EDUCATION that it is reasonably dissatisfied with the performance of any individual working on the Services, GAL EDUCATION will take steps to remedy the dissatisfaction, which may at GAL EDUCATION's option include replacement of the individual by an alternative individual. If reasonably requested by either party, GAL EDUCATION and Client will each appoint a named representative to act as a liaison point between the parties and to review progress of the Services and discuss any issues or concerns.

2. Timescales and Change Requests: GAL EDUCATION will use all reasonable endeavours to meet any agreed dates for the performance of Services and shall promptly advise Client of any potential or actual delays. Any changes in the Services to be provided or the agreed performance dates will become effective only upon written agreement of the parties. Client will provide to GAL EDUCATION in a timely manner all assistance and information and materials which GAL EDUCATION may reasonably request for the performance of Services, and GAL EDUCATION will not be liable for delays in performance caused by any delay or failure to provide same to GAL EDUCATION.

If GAL EDUCATION provides Services for a customer of Client, Client shall (i) make no guarantees, warranties or representations in excess of those contained in this Agreement in relation to the Services; (ii) indemnify GAL EDUCATION against any claims relating to any guarantees, warranties or representations so made by Client; and (iii) procure that Client's customer performs such obligations hereunder as relevant to enable the Project to be completed.

3. Acceptance/Charges and Payment: Services will be deemed to be accepted to Client's satisfaction upon delivery of the relevant deliverables by GAL EDUCATION. Charges for the Services will be as described in the relevant quotation and unless stated otherwise in the quotation will be on a time and materials basis. Unless otherwise agreed between the parties in writing, invoices for time, materials and expenses will be raised monthly in arrears or at the completion of the Services if completed in less than one month. Payments shall be due thirty (30) days from date of invoice. GAL EDUCATION reserves the right to levy interest on overdue payments at the maximum amount due by law from the date payment becomes due until the date it is received by GAL EDUCATION. GAL EDUCATION reserves the right to terminate or suspend Services if Client is overdue with payments at any time.

4. Confidential Information: During the period of this Agreement and at all times thereafter, each party shall treat as confidential and not reproduce or disclose to any other party all information, including but not limited to,

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software programs whether in source or object code format, technical data, correspondence, the details of this Agreement or any services or quotation, and other material which is stated to be the confidential and/or trade secret information of the other party, or which may be reasonably presumed to be so. Each party shall safeguard such information to the same extent that it safeguards its own confidential and proprietary information and in any event with not less than a reasonable degree of protection. Notwithstanding the foregoing, GAL EDUCATION shall be entitled to provide to third parties only such information as is necessary for it to perform its obligations in relation to the Services, or as may be required by law. The obligation of the parties not to disclose information shall not apply to information which was already in the public domain, or in the rightful possession of the other party, at the time of its disclosure, or which is disclosed as a matter of right by a third party or which passes into the public domain by acts other than the unauthorised acts of the other party. Within ten (10) days of the completion of the relevant Services, each party shall return all originals and any copies thereof of any confidential information of the other party. It is understood and agreed that in the event of a breach of this paragraph money or damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, either party shall be entitled to seek injunctive relief to prevent an anticipated breach of confidentiality.

5. Proprietary Rights: Unless otherwise agreed in writing between duly authorised representatives of the parties copyright, patents and any and all industrial and intellectual property rights in any and all computer programs, documentation, reports and all other information developed, written, provided or produced pursuant to the Services do vest or shall vest solely in GAL EDUCATION or its supplier immediately and unconditionally upon being developed, produced or written.

6. Warranty/Limitation of Liability: GAL EDUCATION shall provide the Services in a professional manner with due care, skill and competence at a level commensurate with industry standards. No warranty or guarantee is given that Services will be successful in whole or in part. GAL EDUCATION shall not be liable for any indirect, consequential, special or incidental loss or damage suffered by Client or any third party, including loss of property, of data or of profits even if GAL EDUCATION has been advised of the possibility of such damage arising directly or indirectly from the provision of Services. GAL EDUCATION's liability to Client or any third party, for a claim of any kind arising as a result of or related to any product or Service, whether in contract, in tort (including negligence or strict liability) or otherwise, under any warranty, condition or guarantee or otherwise, shall be limited to monetary damages and the aggregate amount thereof for all claims relating to any particular Project or product provided shall in any event be limited to a sum equivalent to the aggregate amount paid to GAL EDUCATION under the relevant Project or for the relevant product which gave rise to the claim. No action, regardless of form, may be brought by Client more than one (1) year after the events which gave rise to the cause of the action.

7. General Provisions: (i) GAL EDUCATION shall not be liable for failure or delay in performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to Acts of God, war, terrorist action, riot, strike, lock-outs, trade disputes, third party delay, accident, fire, flood, storm, natural disaster, shortages, power or environmental failures. (ii) GAL EDUCATION shall be entitled to subcontract any or all of the Services to suitably qualified personnel or organisations. In this event the rights and obligations of GAL EDUCATION hereunder shall not be diminished. (iii) Any notices or other communication required to be given under this Agreement shall be given in writing and sent by recorded delivery mail or facsimile transmission confirmed by hard copy letter to the address of the relevant party as given in the quotation and shall be deemed received forty-eight (48) hours after dispatch. (iv)

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The waiver or failure of either party to exercise in any respect any right or remedy pursuant to this Agreement shall not be deemed a waiver of any further rights or remedies. **(v)** The relationship between GAL EDUCATION and Client is that of independent contractors and nothing in this Agreement shall be construed (a) to give either party the power to direct or control the activities of the other party; (b) to constitute the parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise participants in any joint undertaking; or (b) to allow either party to create or assume any obligations on behalf of the other party for any purpose. **(vi)** During the term of any Services and for a period of two (2) years thereafter Client shall not, without GAL EDUCATION's prior written consent, offer employment to or enter into any contract for services with any GAL EDUCATION employee or subcontractor who has provided Services.

(vii) If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

(viii) This Agreement and the relevant quotation constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements, written or oral, express or implied between the parties with respect to the Services. No amendment to this Agreement shall be effective unless specifically stated to amend this Agreement and executed by authorised representatives of both parties. **(ix)** In the event of any conflict between the provisions of this Agreement and any purchase order or other document issued by Client the provisions of this Agreement shall prevail.

(x) This Agreement shall be governed and construed in accordance with the laws of England and Wales, and subject to the jurisdiction of the English courts. If any provision of this Agreement is found to be invalid, illegal or unenforceable it shall be considered severable and the remaining provisions shall not be impaired. Any such provision shall be interpreted to the extent possible so as to give effect to its intended purpose. **(xi)** Upon termination of any Services, (a) Client shall pay GAL EDUCATION for all work performed up to the date of termination by GAL EDUCATION and GAL EDUCATION shall provide to Client any materials for which Client has so paid; (b) each party shall return to the other all materials and property including proprietary data which has been provided to it for the purposes of this Agreement and /or the relevant Services; (c) paragraphs 4, 5 and 6 of this Agreement shall survive.

If you have any queries about these terms and conditions, please contact GAL Education.

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