

Timberlake Consultants Limited

Terms of Business

1. Interpretation

1.1 In these Conditions:

- `Company' means Timberlake Consultants Limited, a company registered in England, Number 03225632 whose registered office is situated at Unit B3, Broomsleigh Business Park, Worsley Bridge Road, London SE26 5BN
- `Conditions` means the standard terms and conditions of the Company set out in this document and any other terms and conditions agreed in writing by You and the Company
- `Goods` means the goods which the Company is to supply in accordance with these Conditions;
- `Parties` means the Company and You;
- `Product List` means the description and specification of the goods and/or services which are referred to and known as 'the Product List' in the Company's current literature and/or website;
- `Services` means the provision of Public Attendance & Onsite Training Courses by the Company in accordance these Conditions with specific details set out in Appendix 1;
- `You/Your` means the person or company who places an order with the Company and whose order is accepted by the Company;

1.2 The headings in these Conditions do not affect their interpretation.

2. Application

- 2.1 These Conditions alone (as varied in accordance with condition 2.3) shall govern and be incorporated in every contract for the sale of goods and services made by or on behalf of You with the Company. They shall apply in place of and prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any documentation submitted by You or in correspondence or elsewhere implied by trade custom, practice or course of dealing.
- 2.2 Acceptance by You of delivery of the Goods and/or Services shall (without prejudice to condition 3 or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
- 2.3 Any variation of these Conditions is valid only if it is in writing and signed by a person duly authorised by the Parties.
- 2.4 The Company's agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by a director of the Company in writing. By entering into a Contract You acknowledge that You do not rely upon any such representations which are not so confirmed.

3. Quotations and Orders

3.1 A quotation by the Company does not constitute an offer. The Company reserves the right to

withdraw or revise a quotation at any time prior to the Company's acceptance of Your order.

3.2 An order for Goods and/or Services by You shall be treated as an offer to buy and shall be subject to these Conditions.

3.3 No order placed by You shall be binding on the Company until acceptance is confirmed in writing by an authorised representative of the Company. The Company is under no obligation to accept any particular order or any orders at all.

4. Goods and Services

4.1 You shall be responsible for ensuring the accuracy of any order submitted to the Company.

4.2 The description and specification of the Goods and/or Services shall be by reference to their description and specification in the Product List.

4.3 Minor variations to the specification of the Goods and/or the Services which, in the Company's reasonable opinion, do not adversely affect the quality of the Goods and/or the provision of the Services for the purpose for which they are supplied, will not constitute a breach of contract by the Company or impose any liability on the Company.

4.4 Nothing contained herein shall be deemed to interfere with the Company's ability to discontinue any Good or Service or add new Goods or Services to the Product List.

5. Price

5.1 The price payable for the Goods and/or Services ("Price") is the Price set out in the Contract, or where no Price is stated in the Contract, the Price payable shall be as listed in the Company's list price current at the time of acceptance of your order.

5.2 The Company may at any time prior to the acceptance of Your order:

5.2.1 withdraw any discount from its normal prices;

5.2.2 revise prices to take account of inflation; increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads; the increase or imposition of any tax, duty or other levy and any variation in exchange rates.

5.3 All prices are exclusive of delivery charges and VAT (except where expressly stated), any other duty, tax tariff or charge arising in the UK or elsewhere, as shown in the section of the Company's catalogue or website in the 'Delivery' section, which shall be added to the Price as relevant.

6. Payment

6.1 Payment in full is required at the time your order is accepted by the Company for the Goods and/or Services in pounds sterling or such other currency where such other currency is agreed in writing in advance or alternatively in accordance with the terms set out in paragraph 6.2 to 6.6 (if as the Company shall in its absolute discretion think fit)

6.2 If Payment in full is not required at the time of order in accordance with 6.1 above then Payment of invoices shall, unless otherwise agreed in writing, be made in full within 30 (thirty) days of the date of invoice. Time of payment is of the essence of a Contract and the Company shall have no obligation to deliver to You, any Goods and/or Services unless You have made payment to the Company. The Company reserves the right to suspend the provision of Goods and/or Services to You where any amounts are overdue under any contract with You until all such amounts have been paid. You are not entitled by reason of set-off or counterclaim to withhold payment of any amount

due to the Company.

- 6.3 Any extension of credit allowed by the Company to You may be changed or withdrawn at any time.
- 6.4 Interest is payable on overdue amounts at the rate of 4% over Lloyds TSB Bank Plc base rate from time to time to run from the due date for payment until receipt by the Company of the full amount (including any accrued interest) whether before or after judgment.
- 6.5 If, in the opinion of the Company, Your credit-worthiness deteriorates before the delivery of the Goods and/or provision of the Services, the Company may require full or partial payment of the price prior to delivery or the provision of security for payment by You in a form acceptable to the Company.
- 6.6 The Company is entitled to offset any amount owing to it from You against any amount owed to You by the Company.

7. Delivery of Goods

- 7.1 The Goods You order will be delivered to the address You give when You place Your order.
- 7.2 The Company shall use its reasonable endeavours to deliver/despatch the Goods as soon as possible after Your order has been accepted and in any event within 30 days of the date You place Your order. The Company will not be liable to You for any loss, costs, damages, charges or expenses suffered by You as a result of any delay in the delivery of the Goods.
- 7.3 If You refuse or fail to take delivery of the Goods and/or Services tendered in accordance with the Contract, or fail to take any action necessary on Your part for delivery, the Company may terminate the Contract with immediate effect; to dispose of the Goods as the Company may determine, and to recover from You any loss and additional costs incurred as a result of such refusal or failure including, without limitation, storage and insurance costs from the due date of delivery.
- 7.4 Any delivery which does not include the correct quantity of Goods ordered, which is damaged in transit must be notified to the Company in writing within five (5) working days of the date of receipt. The Company will endeavour to rectify the order as soon as possible.
- 7.5 Unless otherwise expressly agreed, the Company may effect delivery in one or more instalments. If delivery is effected by instalments each instalment shall be treated as a separate Contract.
- 7.6 The Company is deemed to have fulfilled its contractual obligations in respect of any delivery even though the quantity may be up to 20% more or less than the quantity specified in the Contract. You shall pay for the actual quantity delivered.

8. Risk

- 8.1 The Goods shall be at Your risk from delivery, or pursuant to condition 7.3, at the time the Company tenders delivery.
- 8.2 The company has no responsibility for insuring the Goods after delivery or attempted delivery.

9. Title

- 9.1 Notwithstanding delivery and passing of risk, the Goods remain the property of the Company until You have paid for the Goods (together with any accrued interest).
- 9.2 Until property in the Goods has passed, You are in possession of the Goods in a fiduciary capacity

and shall:

- 9.2.1 not part with possession of the Goods;
 - 9.2.2 take proper care of the Goods and take all reasonable steps to prevent any damage or deterioration to them;
 - 9.2.3 keep the Goods free from any charge, lien or other encumbrance and store the Goods in such a way as to show clearly that they belong to the Company;
 - 9.2.4 notify the Company immediately upon the happening of any of the events set out in condition 11.2 ; and
 - 9.2.5 give the Company such information relating to the Goods as the Company may from time to time require.
- 9.3 The Company reserves the right to repossess and resell any of the Goods to which it has retained title. The Company's consent to Your possession of the Goods and any right You may have to possession of the Goods shall in any event cease upon the occurrence of any of the events set out in condition 17.2.
- 9.4 You grant to the Company and its employees an irrevocable right and licence to enter your premises during normal business hours for the purpose of inspecting and/or repossessing goods to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of a Contract and is without prejudice to any accrued rights of the Company under a Contract or otherwise.
- 9.5 Notwithstanding the provisions of this condition 9 the Company may bring an action against You for the price of the Goods in the event of non-payment by You by the due date even though property in the Goods has passed to You;

10. Warranty and Liability

- 10.1 The Company gives no warranties in respect of the Goods, however the Goods carry the standard manufacturer's warranties.
- 10.2 The Company is not liable for a defect in the Goods unless, subject to condition 10.3, it is notified to the Company in writing within 5 days of the date of receipt. Goods claimed to be defective must be made available for inspection by the Company or returned to the Company at Your cost with details of the alleged defect to the Company as soon as practicable after You receive a request from the Company to do so.
- 10.3 The Company is not liable for:
- 10.3.1 non-delivery unless You notify the Company of the claim within 10 days of the scheduled date of delivery;
 - 10.3.2 shortages in quantity delivered in excess of those permitted by condition 7.6 unless You notify the Company of the claim within 10 days of the receipt of the Goods;
 - 10.3.3 for damage to or loss of all or part of the Goods in transit (where the Goods are carried by the Company's own transport or by a carrier on behalf of the Company) unless You notify the Company of the claim within 10 days of the receipt of the Goods or the scheduled date of delivery, whichever is the earlier;
 - 10.3.4 a defect in the Goods which would be apparent upon reasonable inspection following delivery or a defect which, once you You knew or ought reasonably to have known of the

defect, where the defect would not be apparent to You on reasonable inspection, do not inform the Company thereof within 28 days of such date.

- 10.4 The Company shall not be liable for any defect in the Goods which arises from improper installation, maintenance, repair, upgrade or improvement or fair wear and tear, wilful damage, negligence, misuse, alteration or repair or reconstruction or interference with the Goods or failure to follow the Company`s instructions in respect of the Goods;
- 10.5 The Company shall not be liable unless the Goods are made available for inspection or returned to the Company at the Company`s request and at Your cost.
- 10.6 The Company`s only obligation is, at its option, to:
 - 10.6.1 make good any shortage or non-delivery;
 - 10.6.2 replace any Goods which are damaged or defective,
 - 10.6.3 refund to You the amount You paid for the Goods and, at the Company`s discretion, the delivery costs.
- 10.7 Except as set out in these conditions, all conditions, warranties and representations implied by (i) statute, (ii) common law or (iii) otherwise, in relation to the Goods are excluded.
- 10.8 The Company is not liable to You, whether for negligence, breach of contract, misrepresentation or otherwise, for:
 - 10.8.1 loss or damage incurred by You as a result of third party claims;
 - 10.8.2 loss of profit, goodwill, business opportunity or anticipated saving suffered by You;
 - 10.8.3 indirect or consequential loss or damage suffered by You.
- 10.9 The entire liability of the Company under or in connection with the supply of Goods, whether for negligence, breach of contract, misrepresentation pr otherwise, is limited, in respect of each event or series of connected event, to the cost of the defective Goods as determined by the net price as invoiced to You.
- 10.10 Except as provided in this condition, You shall not make any claim against the Company for any damaged or defective Goods.
- 10.11 Nothing in these conditions shall operate to exclude the Company`s liability for death or personal injury arising from negligence.

11. Termination

- 11.1 On or at any time after the occurrence of any of the events set out in condition 11.2, the Company may:
 - 11.1.1 stop any Goods in transit;
 - 11.1.2 suspend further deliveries to You;
 - 11.1.3 exercise its rights under condition 9.5;
 - 11.1.4 terminate any Contract with You with immediate effect by written notice to You.

- 11.2 The events are:
- 11.2.1 You being in breach of an obligation under a Contract with the Company;
 - 11.2.2 You passing a resolution for winding up or a court of competent jurisdiction makes an order for your winding up or dissolution;
 - 11.2.3 the making of an administration order in relation to You or the appointment of a receiver over, or an encumbrancer taking possession of or selling an asset of Yours;
 - 11.2.4 You making an arrangement or composition with Your creditors generally or making an application to a court of competent jurisdiction for protection from your creditors generally;
 - 11.2.5 You ceasing or threatening to cease to trade;
 - 11.2.6 You being acquired by or merging with any third party;
 - 11.2.7 For any reason the Company is concerned as to the validity of the source of monies provided for the payment of the Goods for whatever reason as the Company shall in its absolute discretion think fit;
 - 11.2.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to You and notifies You accordingly.
- 11.3 Upon termination of a Contract pursuant to condition 11.2.4 or condition 15 any indebtedness of You to the Company becomes immediately due and payable and the Company is relieved of any further obligation to supply Goods to You pursuant to that Contract.

12. Licences and Consents

If a licence or consent of any government or other authority is required for the acquisition, carriage or use of the Goods by You, You shall obtain the licence or consent at Your own expense and if requested produce evidence of it to the Company on demand. Failure to obtain any licence or consent does not entitle You to withhold or delay payment of the Price. Any additional expenses or charges incurred by the Company resulting from such failure shall be paid by You.

13. Health and Safety at Work etc

You undertake to take any steps specified by the Company to ensure that, as far as is reasonably practicable, the Goods will be safe and without risks to health at all times when they are being used, cleaned or maintained by a person at work.

14. Confidentiality

Unless expressly agreed in writing by the Company all training and consultancy documents, manuals, specifications and information provided by the Company shall be treated as confidential and shall not be disclosed to any third party without the Company's prior written consent or used by You other than for the purposes authorised by the Company.

15. Force Majeure

- 15.1 If the Company is prevented, hindered or delayed from or in supplying the Goods or providing the Services by a Force majeure Event, the Company may, at its option:
- 15.1.1 suspend deliveries whilst the Force Majeure Event continues;

15.1.2 if the Company has insufficient stocks to meet its commitments, apportion available stocks between its customers as it decides;

15.1.3 terminate any Contract so affected with immediate effect by written notice to You;

and the Company is not liable for any loss or damage suffered by You as result.

15.2 In the condition, "Force Majeure Event" means an event beyond the reasonable control of the Company, including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, and other circumstances affecting the supply of the Goods to the Company from its suppliers

16. Data Protection Notice

The Company will use your information only for the purpose of fulfilling Your order and/or processing Your order and administration. You agree that You do not object to the Company contacting You for these purposes whether by telephone, e-mail or in writing. The Company may disclose your information to its agents and service providers for these purposes.

17. General

17.1 Any typographical, clerical or other error or omission shown on the Company's website or in any sales literature, price list, acceptance of offer, advice or other document or information issued by the Company to you shall be subject to correction without any liability on the part of the Company.

17.2 You may not assign or transfer or purport to assign or transfer any of You rights or obligations under a Contract without the Company's prior written consent.

17.3 The invalidity, illegality or unenforceability of the whole or part of a condition does not affect or impair the continuation in force of the remainder of the Conditions.

17.4 The failure by the Company to exercise or delay by the Company in exercising a right or remedy provided by a Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by a Contract or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

17.5 A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision

17.6 Notwithstanding any other provision of this Agreement nothing in this Agreement shall confer nor it is intended to confer a benefit on any third party for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

18. Governing Law

These Conditions shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

APPENDIX 1

Public Attendance & Onsite Training Courses

1. Fee/Payment

- 1.1 Unless otherwise agreed, the full fee is payable at the time of booking/confirmation of the course.
- 1.2 For Onsite training courses, travel, accommodation and subsistence expenses for the lecturer and supporting staff will be charged additionally at cost.

2. Instructions

Full details of the course including an outline of the day, venue details, etc will be issued approximately two weeks prior to the course. If you have not received your instructions three days prior to the training course, please call +44 (0) 20 8697 3377. The Company will not be held responsible for non-receipt of instructions and refunds will not be issued under such circumstances.

3. Cancellation by You

- 3.1 If you notify the Company 28 calendar days or more prior to the start of the course, You will receive a full refund less an administration fee of 20% (plus VAT).
- 3.2 If you notify the Company 14 calendar days or more prior to the start of the course, You will receive a refund in the amount of 50% of the course fee refund less an administration fee of 20% (plus VAT).
- 3.3 If you notify the Company less than 14 calendar days or more prior to the start of the course, the full fee shall be retained by the Company.

4. Non-attendance/substitution

- 4.1 If You fail to attend the course on which you are booked and have not given prior notice to the Company then the course fee will remain payable in full.
- 4.2 You may transfer your place to a substitute person as long as the Company receives written notification of the substitution by You and that the proposed substituting person agrees to these terms and fulfills any criteria required for the course in question.

5. Cancellation by the Company

In the event of a course being cancelled by the Company, You will be advised of this as soon as this change is known and will be offered alternative dates or, at Your option, a refund of the course fee will be made less the cost of any material already received by You prior to the date of cancellation, but no compensation will be paid for any additional costs incurred.

6. Course Materials

- 6.1 The Company reserves the right to alter published programmes, the specifications and format of the course without prior notice.
- 6.2 The Company reserves its copyright in all materials provided for the course.