

Standard Terms and Conditions

Parties:

1. The **Customer** which shall mean the Party for whom the Agreed Work is being undertaken pursuant to the JRP Solutions Proposal as herein defined.
2. **JRP Solutions Limited** whose registered office is at Richmond House, Inglestone Common, BADMINTON, South Gloucestershire, GL9 1BX (hereafter referred to as "JRP Solutions").

Recitals:

1. The Customer has requested JRP Solutions to provide professional energy consultancy services (hereafter referred to as "Consultancy Services") upon the terms set out in detail in the JRP Solutions Proposal to which these Standard Terms of Engagement are attached which expression shall include any additions or amendments thereto agreed in writing.
2. The Consultancy Services to be carried out under the JRP Solutions Proposal in accordance with these Standard Terms of Engagement are herein referred to as "the Agreed Work".

The Terms:

1. Engagement

- 1.1 The Customer agrees to engage JRP Solutions and JRP Solutions agrees to undertake the Agreed Work in accordance with these Standard Terms of Engagement and the JRP Solutions Proposal.

2. Standard of Care

- 2.1 JRP Solutions shall perform the Agreed Work using the reasonable standard of skill and care normally exercised by professional consulting firms in performing similar services under similar conditions.
- 2.2 JRP Solutions shall perform the Agreed Work in accordance with all relevant environmental, safety and all other relevant legislation.

3. Obligations

- 3.1 Throughout the period of this Agreement the Customer shall allow JRP Solutions access to any site or area of a site where access is required for the performance of the Agreed Work.
- 3.2 Where reasonably necessary, the Customer will inform JRP Solutions in writing of all special site and/or plant conditions and shall also inform JRP Solutions of any relevant site operating procedures and site safe operating procedures and any other regulations relevant to the carrying out of the Agreed Work.
- 3.3 The Customer shall take all reasonable steps to secure and otherwise keep safe all and any property and personnel of JRP Solutions.
- 3.4 The Customer shall afford to JRP Solutions access at all reasonable times to any relevant site or area of a site for the purpose of removing any plant equipment or records owned or hired by JRP Solutions which exist on the site.
- 3.5 The Customer shall provide free of charge such information and drawings as are available to the Customer as may reasonably be required by JRP Solutions for the performance of the Agreed Work.
- 3.6 Where the Agreed Work requires JRP Solutions to enter upon any site whether or not owned or occupied by the Customer then the Customer shall notify JRP Solutions of any hazards known by the Customer to exist upon such site.
- 3.7 Each Party undertakes not at any time without the prior written consent of the other during the performance of the Agreed Work and for a period of six months thereafter to directly or indirectly solicit, entice or procure (other than by way of advertisement to the public) any person who during the performance of the Agreed Work was an employee of that Party and who had material contact or involvement with the Agreed Work.

4. Confidentiality

- 4.1 The provisions of any Confidentiality Agreement between the Parties shall apply to any information disclosed pursuant to this Agreement.

5. Insurance

- 5.1 JRP Solutions holds professional liability insurance for a limit of indemnity amount of £2,000,000.
- 5.2 JRP Solutions agrees to maintain the insurance referred to in 5.1 above for the period of six years from the date of this Agreement provided that such insurance continues to be available upon reasonable terms at reasonable commercial rates in the insurance market for Consultancy Services and shall when reasonably requested by the Customer produce for inspection evidence of such insurance. In the event that such insurance does not continue to be available upon reasonable terms at reasonable rates, JRP Solutions shall maintain a reasonable and appropriate level of alternative insurance cover.

Standard Terms and Conditions

6. Liability

- 6.1 The Customer acknowledges that JRP Solutions shall have no liability to the Customer or to any third Party for any loss of profits, revenue, anticipated savings or goodwill or for any indirect, economic or consequential loss howsoever arising and whether pursuant to the performance of the Agreed Work under these Standard Terms of Engagement or howsoever otherwise arising. Subject to the foregoing, JRP Solutions confirms that it will be responsible to the Customer for such other costs claims and demands properly incurred by the Customer and which represent the reasonably foreseeable loss or damage suffered by the Customer as a direct result of the negligent act or omission of JRP Solutions in the performance of the Agreed Work under these Terms.
- 6.2 JRP Solutions is carrying out the Agreed Work solely for the benefit of the Customer.
- 6.3 The total liability of JRP Solutions under or in connection with this Agreement and the Agreed Work whether in contract, tort, breach of statutory duty or otherwise shall not exceed the greater of £250,000 and the amount paid by the Customer for the Agreed Work.
- 6.4 Public and Employee liability insurance shall be limited to £5,000,000 for any one occurrence or series of occurrences arising out of one event. Employer's liability shall be limited to £10,000,000 for any one occurrence or series of occurrences arising out of one event.
- 6.5 Nothing contained in these standard terms shall exclude or restrict the liability of JRP Solutions in respect of death or personal injury resulting from the negligence of JRP Solutions.

7. Ownership of Documents and Intellectual Property

- 7.1 Any confidential information which has come into the possession of a Party to this Agreement, or which may come into its possession in the course of performing its obligations under this Agreement, shall be treated as confidential.
- 7.2 The Customer shall make available to JRP Solutions such drawings, documents and other information as may reasonably be required by JRP Solutions in connection with the Agreed Work. Copyright in all drawings, documents and other information produced on behalf of the Customer in connection with this Agreement shall remain with the Customer. All drawings and documentation existing at the time of the signing this document will remain the property of the Customer. JRP Solutions shall retain intellectual Property involved in the provision of its services.

8. Payment

- 8.1 Invoices shall be submitted by JRP Solutions and payment shall be made by the Customer to JRP Solutions in accordance with the rates and fees and timetable set out in the JRP Solutions Proposal. If no payment terms are specified in the JRP Solutions Proposal invoices can be submitted monthly.
- 8.2 Payment shall be made by the Customer within thirty days of the date of receipt by the Customer of any invoice and payment shall be made in pounds sterling and JRP Solutions shall have the right to charge interest at the rate of two per cent (2%) above Barclays Bank base lending rate will be payable on all overdue payments such interest being calculated from the invoice due date to the actual receipt of payment by JRP Solutions.
- 8.3 All sums payable by the Customer for the Agreed Work are exclusive of Value Added Tax which shall be payable by the Customer in addition to such sums and shall be chargeable at the prevailing rate and in the manner prescribed by law.

9. Limitation

- 9.1 No action or proceedings under or in respect of this Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against JRP Solutions after the expiry of a period of three years from the date of completion of the Agreed Work or such other date as may be agreed in writing between the Parties.

10. Waiver

- 10.1 No failure by either Party to seek redress for breaches by the other, or failure to exercise any right or remedy to which it may be entitled in terms of these Standard Terms of Engagement unless in writing by an authorised officer of the relevant Party shall in any way affect or prejudice the rights of that Party or be taken as a waiver of the terms of this or any other clause of these Standard Terms of Engagement.

11. Entire Agreement and Exclusion of Representations

- 11.1 These Standard Terms of Engagement and the JRP Solutions Proposal to which they apply and any contract specifically referred to in this Agreement represent the entire agreement of the Parties hereto with respect to the Agreed Work and supersede any prior written or oral warranties, terms, conditions and representations whether express or implied.

Standard Terms and Conditions

- 11.2 Neither Party will be bound by any standard or printed terms, conditions, warranties or representations furnished by the other Party in any of its documents unless the Parties specifically state in writing separately from such documents that they intend such terms and conditions to apply.
- 11.3 For any variation to these Standard Terms of Engagement to be effective the variations must be in writing and signed by both JRP Solutions and the Customer.
- 12. Notices**
- 12.1 Any notice to be given by the Customer under this Agreement shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to JRP Solutions at the address of JRP Solutions shown at the head of these Standard Terms of Engagement.
- 12.2 Any notice to be given by JRP Solutions shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the Customer at the address of the Customer as set out in the JRP Solutions Proposal or if there is no such JRP Solutions Proposal the registered office of the Customer.
- 12.3 These notices shall, if sent by registered post, be deemed to have been received forty-eight hours after being posted.
- 13. Delay and Force Majeure**
- 13.1 JRP Solutions will comply with the programme for the achievement of the Agreed Work unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising JRP Solutions undertakes to complete the Agreed Work as promptly as is reasonable but will not be liable to the Customer for any delay resulting from such circumstances beyond JRP Solutions' reasonable control.
- 13.2 If JRP Solutions through no fault of its own is unable to carry out the Agreed Work according to an agreed timetable by reason of other works being unfulfilled or for any other reason which is the responsibility of the Customer additional expenses for staff subsistence travel and mobilisation as appropriate will be met by the Customer and may include the cost of the hire of equipment or additional sub-contractors' costs reasonably incurred.
- 14. Governing Law**
- 14.1 This agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.
- 15. Termination**
- 15.1 The appointment of JRP Solutions may be terminated in the event of either Party becoming bankrupt, going into liquidation (either voluntary or compulsory unless as part of a bona fide scheme of reconstruction or amalgamation), being dissolved compounding with its creditors or having a receiver or an administrative receiver or administrator appointed to the whole or any part of its assets. Notice of termination must be given to the Party which is insolvent by the other Party.
- 15.2 Any termination of the appointment of JRP Solutions howsoever caused shall be without prejudice to the right of JRP Solutions to require payment for all services performed up to the date of such termination.
- 16. Assignment**
- 16.1 This Agreement shall not be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. JRP Solutions may at its discretion, but giving prior notice to the Customer, sub-contract, to reputable specialist sub-contractors, any part of the Agreed Work. JRP Solutions shall not by reason of such sub-contracting be relieved of any of its obligations under this Agreement.
- 17. Conflict**
- 17.1 In the event of any conflict between the wording of these Standard Terms of Engagement and the terms of the JRP Solutions Proposal the terms of the latter shall prevail.
- 18. Disputes**
- 18.1 If any dispute arises between the Parties they shall, acting in good faith, attempt to resolve such dispute. If the attempts by the Parties to resolve the dispute are not successful within 20 Business Days of the dispute being notified in writing by one Party to the other, either Party may request in writing that a Senior Executive Officer of each Party shall meet to resolve the dispute. Within 10 Business Days of such request the Senior Executive Officers shall meet and attempt to resolve the dispute in good faith.

Standard Terms and Conditions

19. Severance

19.1 If any term or provision in these Standard Terms of Engagement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of these Standard Terms of Engagement but the validity and enforceability of the remainder of these Standard Terms of Engagement shall not be affected.

20. Contracts (Rights of Third Parties) Act 1999

20.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from applying to these Standard Terms of Engagement or the JRP Solutions Proposal to which they relate and accordingly no benefit to any third Party is intended nor shall be implied under such Standard Terms of Engagement or JRP Solutions Proposal.

21. Publicity

21.1 Unless otherwise stipulated by the Customer, JRP Solutions Ltd reserves the right to publish or otherwise make public information regarding the commercial relationship with the Customer. JRP Solutions Ltd undertakes not to publicise confidential contract or financial details, or anything that it considers shows the Customer in an unfavourable light.