

# STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

## 1. Basis

These Terms and Conditions apply to the Service offered to the Client by Tempus Claims Management Ltd ("the Company") to the exclusion of any other terms that the Client shall seek to impose save as agreed between the Client and the Company and/or as modified imposed or required by law.

## 2. The Service

- 2.1 "The Service" shall mean the service requested by the Client and agreed to be offered by the Company which shall be in writing where:
- i. such agreement relates to the provision of any service requiring the attendance of the Company at any location or place inclusive of travel arrangements for a period in excess of 12 hours in the aggregate and/or;
  - ii. These Standard Terms are materially altered in accordance with Clause 1 and/or;
  - iii. either party requires a written form.
- 2.2 Where the Service agreement is in writing the format shall be the Company's Offer Letter (which will always be deemed to incorporate these Standard Terms).
- 2.3 References to 'writing', 'in writing' and 'written' shall include communication by email or by fax and references to 'Service' shall include the plural in the event the context of the agreed services so requires.

## 3. Obligations of the Client

- 3.1 The Client shall ensure complete and accurate information is supplied to the best of its knowledge and ability at all times to allow the Service to be carried out effectively;
- 3.2 The Client warrants authority to request and agree the Service and undertakes responsibility to pay the Company directly and in accordance with the offered Service notwithstanding any limit restriction authority or other matter arising as between the Client and any party on whose behalf the Client requests the Service;
- 3.3 Save to the extent and amount contained at Clause 5 herein the Client shall hold the Company harmless and indemnify the Company in respect of any loss cost expense or damage however caused arising as a consequence of;
- i. any breach caused or allegedly caused by the Company of the Client's statutory contractual or other legal obligations to any third party authority government or entity whatsoever and whether known to or foreseeable by the Company or not;
  - ii. any other action proceedings claims demands or liabilities which may be brought against the Company which the Company may suffer or incur during the course of its Service to the Client.
- 3.4 The indemnity contained in clauses 3.3.(i) and (ii) shall be deemed extended by the Client to any employee agent or subcontractor of the Company acting within the scope of the Service.
- 3.5 The Client accepts that the Service is offered by the Company solely to the Client and that;
- i. the Company shall not be responsible to any third party for any failure by the Company to perform the Service for whatever reason and;
  - ii. the Company shall not be liable for any consequence whatsoever of the Client failing to perform any duty or to conform to any obligation upon it as may exist between the Client and any third party where the Client or any third party alleges such failure arises directly or indirectly as a result of anything done or not done by the Company whether in the course of the Service or not.

## 4 Obligations of the Company

- 4.1 The Company will always use reasonable care and skill in the provision of the requested Service.
- 4.2 The Company shall disclose any matter including conflict of interest or lack of suitable qualifications in respect of any Service supplied which would render it undesirable to undertake the Service (or any further Service) and the Client will be responsible for any fees incurred including any cost or disbursement reasonably and properly claimed up to the date of such notification;
- 4.3 The Company will treat all Client communication information facts opinion data and any other matter of intellectual property reputation commercial sensitivity or otherwise, etc as confidential.
- 4.4 In respect of locum services:
  - i. The Company will comply with all Client procedural protocols and related obligations as regards matters of statutory Compliance, and;
  - ii. The Company will work within limits of authority behaviour and governance as exist for Client employees.
- 4.5 For the purposes of clause 4.4 and these Terms, 'locum services' shall mean the provision by the Company of time-based services within or on behalf of the Client's business organisation which would or could otherwise be performed more usually by an employed individual of the Client or the Client's business but which is agreed to be undertaken by the Company for the benefit of the Client as if the Company were itself such employee but without being employed.

## 5. Liability (The Company draws the Client's attention to this clause in particular)

- 5.1 Without prejudice to the indemnity provisions contained at clause 3.3 and notwithstanding anything contained at clauses 4.1 to 4.4;
- 5.2 The Company shall be under no liability whatsoever to the Client for any loss damage delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS such is proved to have resulted solely from the negligence, gross negligence or wilful default of the Company or any of its employees or agents or subcontractors;
- 5.3 In the event that the Client proves that the loss damage delay or expense suffered was caused by the negligence, gross negligence or wilful default of the Company then, save where loss damage delay or expense has resulted from the Company's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss damage delay or expense would probably result, the Company's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Company's total charge excluding costs and disbursements for the Service or, if locum services, a maximum of £50 000.
- 5.4 Without prejudice to clauses 5.2 and 5.3 herein, the Company shall not be liable for loss of or damage to physical equipment and property placed at its disposal by or on behalf of the Client however such loss or damage occurs unless such loss or damage was caused by act or omission committed with intent to cause same or recklessly with knowledge that such loss or damage would probably result.

## 6.0. Dispute Resolution

These Terms and any Service undertaken by the Company shall be governed by and construed in accordance with English Law and any dispute which cannot be resolved between the parties shall be referred to the Small Claims Procedure or equivalent service of the London Maritime Arbitrators Association.

May 2019.