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Terms and Conditions

These terms and conditions of business represent the agreement between the parties for non-exclusive engagement of the services offered by Acuity Group. No variation of these terms shall be made without mutual consent of both parties.

It is important that the Client reads and fully understands this document as it establishes the working relationship between the parties. The Client is encouraged at any time to seek clarification on any matter contained in this document, including but not limited to obtaining assistance in the translation of the document, by contacting Acuity Group.

Definitions

1. 'Acuity Group' shall mean Acuity Group Ltd, AcuityGroup.com, Enterprise Business Continuity Solutions Ltd, Acuity Management Services Ltd, and any parent, subsidiary, holding or associated company thereof as identified to the Client.
2. 'The Client' shall mean the individual person, corporate entity or organisation that engages Acuity Group to provide consultancy services subject to these terms of business.
3. 'The Agreement' shall mean the contracted engagement by the Client of the services offered by Acuity Group pertaining to the consultancy service to these terms and conditions.
4. 'Third Party' shall mean any individual person or corporate entity made party to the engagement of Acuity Group by the Client as detailed above, any third party being similarly subject to these terms of business upon being made party to the engagement of Acuity Group by the Client.
5. 'Fees' shall mean the professional fees of Acuity Group as detailed in any quotation or otherwise directly amended or detailed only by a director in writing or in person at any time for any service provided therein.
6. 'Application' shall mean the preparation and submission of any documents, material or verbal statements howsoever transmitted to the intended recipient.
7. 'Engagement' shall mean the request by the Client, on its own behalf or on behalf of any third party, made to Acuity Group to engage the services of Acuity Group as defined herein and subject to acceptance by the Client of these terms of business. Such acceptance shall be considered as so confirmed by any request, query or any other correspondence to Acuity Group from the Client, or any relevant third party detailed by The Client, pertaining to any particular service or Application following receipt, via any written or verbal medium, of these Terms of Business.

Engagement

8. Immediately upon the Client's engagement of Acuity Group to commence consultancy services or to assess or make any application or report, the Client agrees to the terms of this agreement and further the Client agrees and accepts that Acuity Group is under no obligation to commence or undertake any work in respect of that service or application until such requested initial information and/or data has been received and passed as satisfactory by Acuity Group. In the interests of clarity, acceptance of these Terms of Business is required only once from the Client and any subsequent communication by the Client to Acuity Group pertaining to any application will be similarly binding upon the Client.

9. The client agrees, upon engagement of Acuity Group, to provide any and all documentation and any other data as may be requested by Acuity Group from time to time as applicable for the purposes of performing its consultancy service.

10. The Client agrees that any information or documentation provided to Acuity Group pursuant to Clause 9 above shall be true and accurate and if any claims made by the Client are inaccurate or cannot be substantiated by relevant documentation deemed acceptable to Acuity Group then Acuity Group will provide options to the Client on how to proceed pursuant to these terms of business. Further the Client hereby indemnifies Acuity Group for any loss or damage Acuity Group may suffer directly or indirectly as a result of the Client's breach of this Clause 9 such loss or damage including but not being limited to the legal costs of defending any civil claim or criminal penalty against Acuity Group arising from the Client's breach hereof.

11(i) The Client accepts that Acuity Group charges fees for its services. Such fees are normally based on the quotation, which will have been clearly identified to the Client. Acuity Group does offer on occasion, and where clearly detailed to the Client, some discounted, staged-payment or flat-rated application-specific fees, which significantly reduce the level of fees that would otherwise be charged by Acuity Group to the Client.

11(ii) Consequently, with particular regard to any discounted, staged-payment or flat-rated application-specific fee options offered to the Client, should the Client withdraw or instruct Acuity Group to withdraw or fail to make payment within a contracted timescale or in any way breach these terms of business in respect of any such service or application prior to the completion of such service or application, fees will be due from the Client to Acuity Group for the amount of work done up until that notification of withdrawal, which will be accepted immediately and subject to paragraph 11(iv).

11(iii) For the absence of any doubt, relevant billable time in this instance shall not include Acuity Group providing a response to any client complaint, providing the client with a balance of their financial account with Acuity Group, providing the client with copies of any paperwork concerning the Client's contract or providing the client with a written justification of the actions taken by Acuity Group.

11(iv) Any time or work undertaken to pursue or retrieve any fees due to Acuity Group or to engage in any matter instructed by the client not listed in 11(iii) shall represent billable time based upon Acuity Group's hourly rate and subject to this Clause 11. Such fees shall not exceed the contract total, shall be determined solely by Acuity Group and for hourly-rated consultancy services shall equal the balance of the Client's account upon receipt of such instructions or until the client's payment of any outstanding fees to Acuity Group, whichever is the later.

12. It is accepted by the Client that upon engagement Acuity Group shall have already delivered services in whole or in part to the Client, and consequently there shall be no standard 'cooling off' period or cancellation of services at this point such condition to have been made clear to the Client in prior communications from Acuity Group including but not limited to delivery of these terms of business. At no time shall the Client hold legitimate claim against Acuity Group under the conditions in this clause 12.

13. The Client accepts that if The Client fails to communicate in writing with Acuity Group with regard to the active contract, such active progress to be defined as the honest and accurate provision by the Client of relevant requested documentation and/or responses to specific queries, for any period in excess of 30 days at any time without good reason, the viability of such reason to be at the sole discretion of Acuity Group but at all times fair, a default process will be activated by Acuity Group, which will request such active progress from the Client within a defined period without which the Client shall be considered in default and therefore in breach of these terms of business. At such a time any outstanding case fees will be payable to Acuity Group within 7 days by the Client. In the interests of clarity, it is the desire and intension of Acuity Group at all times to complete the Client's case successfully.

14. The Client accepts that where Acuity Group offers any terms of deferred payment or payment in abeyance, these offers are subject to the Client following the advice and due processes of Acuity Group. The Client is at any time within his/her rights to instruct Acuity Group to proceed with a relevant case against the advice of Acuity Group, provided that this instruction is not in any way detrimental to the business or good name of Acuity Group such to be defined and confirmed solely by Acuity Group. Should the Client so instruct Acuity Group subject to this paragraph 14, any terms of deferred payment or payment in abeyance shall be removed by Acuity Group and settled in full by the Client prior to any further action being taken on the relevant case by Acuity Group.

Fees and Payment

15. Whilst Acuity Group may offer limited free advice and evaluations in some cases, this is at Acuity Group's absolute discretion, and this service may be withdrawn at any time and for any reason. Acuity Group will give the Client due notice of Acuity Group's intention to stop giving free advice on some or all of its services and clarify any charges that may apply in its stead. Where Acuity Group does give free advice, Acuity Group will normally respond quickly to queries. However, this will not always be possible. By taking advantage of any of Acuity Group's free advice services the Client is accepting that this is the case. Acuity Group makes no representation and accepts no liability as to the current validity of such advice. On no occasion shall Acuity Group's application services be construed as free or obligatory and on no occasion shall Acuity Group's consultancy services be offered or construed as free or obligatory.

16. Payment and method of payment of Company's fees and any other relevant remuneration under this agreement shall survive the termination of this agreement.

17. The Client agrees to pay to Acuity Group, both via initial engagement deposit fees and/or ongoing or balance fees, such fees as are detailed to the Client either based upon the detailed consultancy service subject to the relevant clauses herein or upon withdrawal of any application by the Client or Third party subject to the relevant clauses herein and where relevant to pay a deposit as stated by Acuity Group which may amount to the entire fee and is at the sole discretion of Acuity Group. The engagement deposit is limited to a minimum of 30% of the agreed fees.

18. The Client agrees to pay any balance sum or statement of account of any fees due by return as indicated on such invoices but in any case within 28 days of receipt from Acuity Group of an invoice.

19. Any cancellation, delay or other default of any such payment shall incur interest at 1% above the base rate of HSBC Bank plc.

20. From time to time, discounts may be offered including but not limited to repeat business and other quoted volume or discountable services or applications. In no way does any discount qualify or guarantee the Client future or indefinite discounts save for the terms of this agreement. Quoted discounts shall be honoured by Acuity Group only once written agreement has been received and both engagement and ongoing or balance fees are paid by the Client as detailed herein. Discounts are reliant on the presence and integrity of the relevant data as required by Acuity Group. Acuity Group reserves the right to refuse discounts on the grounds of inaccurate or insufficient application or evidence data.

21. The Client undertakes not to withhold any payment due to Acuity Group arising out of any service or application hereunder on any grounds, including the existence of any dispute between the Client and Acuity Group or any other party regarding a contract or any other matter.

Liability

22. Acuity Group recognises the Client's statutory rights. Acuity Group shall not be liable for any loss or damage of any description whatsoever arising from the failure or delay in approval of any contract or arising from any third party action.

23. In any event Acuity Group's liability shall be limited to the amount of our Fees received by Acuity Group in respect of any individual contract from which such liability may arise.

24. Acuity Group shall not be liable for any loss or damage whatsoever that the Client may suffer as a result of Acuity Group being unable to fulfil any of its obligations herein due to the occurrence of an event of force majeure, which term shall include but is not limited to legislative and regulatory acts of government, armed conflict, civil insurrection, strike, lockout, computer failure, failure of power supplies, earthquake, typhoon, tidal wave, and Acts of God.

General

25. It is accepted by the Client that, where there is any third party involvement outside the control of Acuity Group, such as any Government or regulatory body, the performance in time of Acuity Group's obligations hereunder may in turn be affected by that third party's timekeeping. In the interests of clarity this means that Acuity Group will make best endeavours to perform its obligations in a timely manner but cannot be held responsible for any delays caused or time taken by third parties.

26. The Client here warrants that any engagement duly authorised as detailed herein by individuals employed by the Client shall be considered legitimately so and fully empowered by their respective companies. At no time shall this agreement be disputed on the grounds that such individuals are not or should not be seen to be authorised by their respective companies to do so.

27. This agreement shall terminate immediately upon any material breach of its terms without remedy within 14 days by Acuity Group or the Client or any third party. The provisions of this Agreement concerning remuneration and limitations of liability shall survive its termination.

28. Any notices to be served hereunder may be served upon Acuity Group at the Companies House registered address, and any notices to be served upon The Client or any third party may be served upon those parties at the last address notified by them to Acuity Group as being their places of business or address for service, service being deemed to have been effected 7 days after posting by inland post, 14 days after posting from outside the United Kingdom, or 2 days after transmission by facsimile or email.

29. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by the Client without the prior written consent of Acuity Group.

30. The unenforceability of any part hereof shall not affect the enforceability of the balance hereof.

31. These terms and conditions are governed by the laws of England & Wales.