

Terms and conditions

(Last updated 15th February 2025)

Please read these Terms and Conditions carefully. All contracts that the Consultant may enter into from time to time for the provision of services shall be governed by these Terms and Conditions, and the Consultant will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any services to the Client.

1. Definitions

1.1 In these Terms and Conditions:

"**Charges**" means:

- (a) the charges and other payable amounts specified in the Statement of Work and elsewhere in these Terms and Conditions;
- (b) charges calculated by multiplying the day rate (as agreed between the Consultant and the Client) by the time spent by the Consultant performing the Services; and
- (c) such other charges and payable amounts as may be agreed in writing by the parties;

"**Client**" means the person or entity identified as such in Section 1 of the Statement of Work;

"**Client Materials**" means all content or documents supplied by or on behalf of the Client to the Consultant for incorporation into the Deliverables or for some other use in connection with the Services;

"**Consultant**" means Dr Gefion Thuermer or any employees of Dr Gefion Thuermer.

"**Contract**" means a particular contract made under these Terms and Conditions between the Consultant and the Client;

"**Deliverables**" means those documents or services specified in Section 3 of the Statement of Work that the Consultant has agreed to deliver to the Client under these Terms and Conditions;

"**Effective Date**" means the date of execution of a Statement of Work incorporating these Terms and Conditions;

"**Services**" means the consultancy services specified in Section 2 of the Statement of Work;

"**Statement of Work**" means a written statement of work agreed by or on behalf of each of the parties, or an equivalent agreement that confirms the use of Services, specifying Charges and Deliverables;

"**Term**" means the term of the Contract, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"**Terms and Conditions**" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work or equivalent written confirmation of contract, including any amendments to that documentation from time to time; and

2. Credit

2.1 This document was created using a template from Docular (<https://docular.net>).

3. Term

- 3.1 The Contract shall come into force upon the Effective Date.
- 3.2 The Contract shall continue in force until:
- (a) all the Services have been completed;
 - (b) all the Deliverables have been delivered; and
 - (c) all the Charges have been paid in cleared funds,
- upon which it will terminate automatically, subject to termination in accordance with Clause 10.
- 3.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

4. Services

- 4.1 The Consultant shall provide the Services to the Client in accordance with these Terms and Conditions.
- 4.2 The Consultant shall provide the Services with reasonable skill and care.

5. Deliverables

- 5.1 The Consultant shall deliver the Deliverables to the Client.
- 5.2 The Client must promptly, following receipt of a written request from the Consultant to do so, provide written feedback to the Consultant concerning the Consultant's proposals, plans, and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.
- 5.3 The Consultant shall use its best endeavours to ensure that the Deliverables are delivered to the Client in accordance with the Statement of Work.

6. Licence

- 6.1 The Consultant hereby grants to the Client a non-exclusive, worldwide, perpetual and irrevocable licence to copy, store, and use the Deliverables for the purposes specified in the Statement of Work.

7. Charges

- 7.1 The Client shall pay the Charges to the Consultant in accordance with these Terms and Conditions.

8. Payments

- 8.1 The Consultant shall issue invoices for the Charges to the Client at the end of every month, or at specific dates as agreed in the Statement of Work.
- 8.2 The Client must pay the Charges to the Consultant within the period stated on the invoice, from the date that invoice.
- 8.3 The Client must pay the Charges by bank transfer (using such payment details as are listed on the invoice).
- 8.4 If the Client does not pay any amount properly due to the Consultant under these Terms and Conditions, the Consultant may:
- (a) charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

- (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9. Limitations and exclusions of liability

9.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 9.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

9.3 The Consultant shall not be liable to the Client in respect of any loss of profits or anticipated savings.

9.4 The Consultant shall not be liable to the Client in respect of any loss of revenue or income.

9.5 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

10. Termination

10.1 Either party may terminate the Contract by giving to the other party not less than 30 days' written notice of termination.

10.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of the Contract, and the breach is not remediable;
- (b) the other party commits a material breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within a reasonable period following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).

10.3 Subject to applicable law, either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or

- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[(other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
- (d) if that other party is an individual:
 - (i) that other party becomes incapable of managing his or her own affairs as a result of illness or incapacity; or
 - (ii) that other party is the subject of a bankruptcy petition or order,and if that other party dies then the Contract shall automatically terminate.

11. Effects of termination

- 11.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6, 8.2, 8.4, 9, 11, and 13.
- 11.2 Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Contract shall not affect the accrued rights of either party.

12. Status of Consultant

- 12.1 The Consultant is not an employee of the Client, but an independent contractor.

13. General

- 13.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.
- 13.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 13.3 The Contract may not be varied except by a written document agreed to by or on behalf of each of the parties.
- 13.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these Terms and Conditions.
- 13.6 Subject to Clause 9.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 13.7 The Contract shall be governed by and construed in accordance with English law.
- 13.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.