



Terms of Business 2025

1 Introduction

1.1. Our aim is to give care, skill and attention to your instructions with a view to delivering a consultancy service that brings value to your organisation, and to develop a long-term relationship based on mutual trust.

1.2. Whilst our first priority is as outlined in paragraph 1.1, we recognise the need for our relationship with you as our Client to be formally documented. This document is our Terms of Business and together with the attached letter and/or Scope of Services (the Services”) and/or Fee Schedule, forms the contract to be entered into between us (“the Contract”). Our obligations to each other will therefore be defined exclusively by the Contract, to the exclusion of any other communications between us and to the exclusion of any other terms or conditions that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. We however reserve the right to amend the Scope of Services and/or Fee Schedule if necessary to comply with any applicable law or regulatory requirement and we shall notify you in any such event.

1.3. No amendment or variation to the Contract will be binding on us unless in writing and signed by your duly authorised officer and our Director.

1.4 The term ‘Consultant’ refers to DS Consulting Group (DSCG) and the term ‘Client’ refers to the party with whom DSCG has entered into an agreement.

2 Contracts (Rights of Third Parties) Act 1999

2.1. We would confirm that nothing in this Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Contract.

3 Our General Obligations

3.1. We agree to perform the Services subject to and in accordance with these Terms of Business

3.2. We shall perform the Services with the skill and care reasonably to be expected of a professional person experienced in the provision of like services

3.3. We shall liaise, keep fully informed and co-operate fully with, your representatives and any other professional advisers or Contractors engaged by you. At the same time we shall be entitled to rely upon the information and/or advice given by you, those other professional advisers and Contractors as being complete and accurate.

4. Points of Contact

4.1. The letter attached with these Terms of Business indicates the name(s) of your permanent point(s) of contact with us.

4.2. We try hard to avoid changing the people who are primarily responsible for handling your work but, if this cannot be avoided, we will notify you promptly as to who will be handling your work and why the change was necessary.

5 Your General Obligations

5.1. To assist us in fulfilling our duties we would ask that you provide us, within a reasonable time, with all information that you hold which relates to the Services or to the project in relation to which the Services are being provided (“the Project”) and any other information or decisions that we may reasonably request. We would also ask that you instruct your Professional Advisers and Contractors to do likewise.

6. Our Liability

6.1. The Consultant shall have no liability under this agreement other than as expressly agreed in the Scope of Services.

6.2 As part of the services that we are to provide, you may require us or it may be necessary for us to instruct contractors, consultants or other third parties ("Other Contractors") on your behalf. In such circumstances the terms on which any Other Contractors are engaged to assist us constitutes a separate contract between the Other Contractors and you. We shall not, in our capacity as agent, be a party to the contract between the Other Contractors and you, and you acknowledge that we shall be under no liability whatsoever to you for any direct or indirect loss or expense, including loss of profit, suffered by you as a result of an act or omission of any Other Contractors instructed by us on your behalf which amounts to negligence or breach of contract. For the avoidance of any doubt, this shall not affect your right to pursue such Other Contractors directly.

6.3 In circumstances where you require us to arrange the Other Contractors on your behalf, you must confirm this in writing beforehand. We reserve the right to add a 15% administration fee to all contractor charges.

6.4 Where Clause 6.2 applies you will be directly responsible for the payment of all fees due to others.

7 Remuneration

7.1. Our fees, both in total and payable on an interim basis, are defined in the attached letter and/or Fee Schedule ("the Fee") and we shall be entitled to render invoices as stated therein unless otherwise agreed, such invoices including any additional fees payable under paragraph 7.9 below. Each invoice is to be paid within 28 days of the date of the invoice in full and in clear funds to a bank account nominated by us and set out in the invoice.

7.2. Where our fees are based on an hourly charge, we will, where possible, provide an estimate prior to commencement of any specific Project or Service if required. Where such an estimate has been provided and it subsequently becomes clear that the work will vary materially from that envisaged in the estimate, we shall notify you as early as possible and agree a basis for continuing.

7.3. For the avoidance of doubt, our fee is exclusive of Value Added Tax. DSCG aims to trade under the VAT threshold as it stands in 2025.

7.4. The Fee shall be deemed to be payment for the Services and to be exclusive of all expenses and disbursements. You shall reimburse us, against appropriate proof of expenditure, in respect of expenses which shall have been properly and reasonably incurred by us in connection with the Services.

7.5. Disbursements relate to costs we need to pay out on your behalf as the project progresses and inter alia includes Building, Licencing and application fees. It is our practice to seek payment of these from you before the disbursement is incurred and due notification of the requirement for such payments will be made to you at the appropriate time

7.6. If in good faith you dispute that any item set out in any invoice is due, you shall give notice in writing within 7 days of the date of such invoice stating the reason for such dispute, leaving the balance of the invoice to be paid in accordance with paragraph 7.1. We shall both immediately use our reasonable endeavours to agree the amount of any disputed item.

7.7. Subject to paragraph 7.6 you shall pay all invoices without deduction, set-off, abatement or counter-claim.

7.8. We shall be entitled to be paid interest on invoices or any part thereof due and payable but remaining unpaid 28 days after the date of the invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2013, provided that, in the case of items correctly disputed by you, interest shall run only from the date when the amount of such item is agreed or settled by adjudication or arbitration. For the avoidance of doubt, this shall apply equally to non-commercial entities such as Not for Profit organisations.

7.9. It is possible that it will become necessary for us to provide services which go beyond the Services. Such additional services may arise out of:-

- i) changes in the scope or timing of the Project whether or not caused by changes of instructions by you or your other professional advisers, including resumption of the Services under Clause 8.1 below; and/or
- ii) delay, defective performance or insolvency of your other professional advisers and Contractors. In the circumstances we shall be entitled to be paid such further fee as is then agreed or, in the absence of such agreement, a fee calculated on a time basis in accordance with the hourly rates set out in the Contract.

8 Termination and/or Suspension

8.1. You may, by giving not less than 7 working days written notice, require us to suspend the Services. You may, by giving not less than 7 working days written notice, require us to resume the services at any time within a period of 6 months from the date of suspension. In those circumstances we shall use all reasonable endeavours to resume performance of the Services as soon as possible. If you do not request us to resume performance within such period, then our appointment under the Contract shall be deemed to have terminated, and the provisions of paragraphs 8.5 and 8.6 shall apply.

8.2. Without affecting any other right or remedy available to it, either you or we may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so.

8.3. Both you and we shall be entitled to terminate the Contract immediately in the event that: a) distress or execution is levied or threatened upon any of the other's property; b) any judgement against the other remains unsatisfied for more than 14 days; c) you (being an individual) become bankrupt or unable to pay your debts or seek an agreement with your creditors; d) you (being a company) have an administrator appointed or a receiver or manager or administrative receiver is appointed for you or any of your assets or e) you enter into liquidation or propose or make any voluntary arrangement with your creditors; f) any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; g) either party is or is deemed to be insolvent or unable to pay its debts; h) either party ceases to carry on business.

8.4. We reserve the right to suspend performance of all or part of the Services in the event that you fail to pay any invoice within 28 days in accordance with paragraph 7.1 (or in the case of items disputed in good faith within 28 days after the date when we agree with you the amount of such item or the amount is settled by adjudication or arbitration), provided that we give to you 7 days notice in writing of our intention to suspend performance of the Services.

8.5. Termination of our appointment under the Contract, however it may arise, shall not affect the rights and remedies of either of us in relation to any default of the other prior to such termination.

8.6. If the performance of the Services has been suspended or terminated under Clause 8.1 or by us under paragraphs 8.2, 8.3 or 8.4 then we shall be entitled to be paid (and we shall invoice you accordingly) for all outstanding fees earned by us for the Services performed (whether wholly or in part) and for all expenses and other disbursements incurred.

8.7. If the performance of the Services has been suspended or terminated by you under Clause 8.2 or 8.3, then we shall give to you copies of any documents for and in relation to the Project prepared by us or on our behalf or in our possession as necessary to minimise any disturbance to the Project subject to payment of any outstanding fees.

9. Intellectual Property Rights

9.1. The copyright in all documents provided by us in connection with the Services belongs to us. However, subject to payment of our fees, we will allow you to use them by granting to you an irrevocable, non-exclusive, royalty free licence to copy and use the documents for all purposes related to the Project. For the avoidance of doubt you will be allowed to use the copyright in the documents in connection with any extension of the Project but not to reproduce the designs contained in the documents in any such extension. You shall not sub-licence, assign or otherwise transfer the rights granted in this clause. We shall not be liable for any use of such documents for any purpose other than that for which they were prepared.

9.2. You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services.

10 Assignment and Sub-Contracting

10.1. Neither you nor we may assign or transfer all or any part of the Contract without the prior written consent of the other such consent not to be unreasonably withheld or delayed.

10.2. We shall not sub-contract any part of the Services under the Contract except with your prior written consent, such consent not to be unreasonably withheld or delayed.

10.3. Notwithstanding paragraph 10.2, in the event that our business is carried on by some other person in succession to us, then with effect from the date of succession:

- i) we shall be discharged from performance of outstanding obligations thereafter and from all claims arising thereafter.
- ii) the person who carries on our business in succession to us shall undertake all such obligations as if that person had been a party to this Agreement instead of us
- iii). we shall oblige the successor to perform those obligations for your benefit.

11 Communications

11.1. Any notices to be given under the Contract shall be given in writing and delivered by receipted hand delivery or recorded delivery post to the address of the party as stated in the attached letter and/or Scope of Services.

12 Complaints

12.1. It is our aim that it will be an exception for you to have a complaint about the service you receive from us. On such an occasion however we ask that you advise us of the concern at the earliest opportunity, and within 5 working days of it arising. On receipt we will acknowledge the complaint in writing/by e-mail following which we will investigate. Our intention is to provide an initial response within 5 working days of receipt, and if the complaint is proven, to address the shortfall within a further 5 working days. There may be occasions when the need to gather additional information affects these time guidelines but we will keep the Client fully informed.

12.2 In the unlikely event that we must raise a complaint to a Client we will do so verbally at the earliest opportunity and will confirm in writing/by e-mail within 5 working days.

13 Governing Law

13.1. The Contract and these terms of business are governed by English Law and both you and we submit to the exclusive jurisdiction of the courts of England and Wales.

14 Non-Solicitation

14.1. In order to protect the legitimate business interests of either party, the parties to this agreement agree with each other that it shall not (except with the prior written consent of the other party):

i) attempt to solicit or entice away; or

ii) solicit or entice away

, from the employment or service of the other party the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff.

14.2. Both parties shall be bound by the covenant set out in subclause 20.1 during the term of the Contract, and for a period of 6 months after termination or expiry of the Contract.

14.3. For the purposes of this clause 20, a Restricted Person shall mean any person employed or engaged by either party as technical or senior and above, who has been engaged in the provision of the Services or the management of this agreement or involved in the Project.

14.4. If either party breaches the terms of this clause 20, it shall compensate the other party by paying the equivalent of twelve months salary of the recruited parties new salary to the other party.

14.5. If either party recruits a Restricted Person pursuant to a national advertising campaign as set out within subclause 20.1, it shall compensate the other party by paying the equivalent of six-months salary of the recruited parties to the other party.

15 General Data Protection Regulation (GDPR)

15.1. Where our Services involve handling information of a personal nature, this will be managed and controlled strictly in accordance with our General Data Protection Policy, a copy that is available on request.

16 General

16.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16.2. The Contract constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you whether written or oral, relating to its subject matter.

16.3. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

16.4. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by either you or us to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this Clause 22.5 you and us shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.6. Any notice or other communication given to either of us to the other under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

16.7. Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.