

Terms and Conditions of Business

1. INTRODUCTION

- (1) These Terms shall apply to all agreements for the provision of Services by MaximITY. The Terms are incorporated into and form an integral part of every agreement with a Client.
- (2) Definitions used in these Terms and rules for interpretation may be found at the end of these Terms.

2. CONTRACT FOR SERVICES

(1) Prior to the making of any agreement with the Client, MaximITY will prepare a Proposal for consideration by the Client. The Proposal will outline the Services in which the Client has expressed an interest, including the nature, frequency and / or timeline for delivery of those Services and the overall cost. An agreement ("Contract") will only have been made when the Client has made an offer to do business with MaximITY on the basis of the Proposal and when MaximITY has accepted that offer in writing.

(2) A Contract may be made to provide the Services to the Client on one of the following bases:

- (a) Retainer
- (b) Fixed Fee
- (c) Fee Plus Expenses

Each Contract shall be subject to these Terms generally save to the extent that the provisions relating to a basis expressly conflict with a Term. To the extent of any such conflict, these Terms shall have priority. Each of the bases shall be subject to the charging provisions set out in the Proposal.

(3) MaximITY will provide the Services in an independent, objective and professional manner, offering clear and unbiased advice to the Client in all instances. The provision of Services may include the supply of Deliverables during the course of the Contract.

(4) MaximITY will do its best to provide the Services in accordance with the agreed timeline for delivery. However it is possible that there may be delays due to an event which is outside the control of MaximITY or arising from any delay or failure by the Client to provide information. In such a case MaximITY will not be liable to the Client for any failure to perform, or delay in performance of, any of its obligations under these Terms.

(5) For the purposes of paragraph (4), an event outside of the control of MaximITY means any act or event beyond the reasonable control of the company, including without limitation an act or omission of the Client, any strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. To the extent that MaximITY personnel are delayed in travelling to any location where they are to deliver Services by traffic holdups (in the case of travelling by road) or by delays to the train (if travelling by rail), this shall be an event outside the reasonable control of the company.

(6) If an event outside of the control of MaximITY takes place that affects the performance of Services under these Terms:

- (a) MaximITY will contact the Client as soon as reasonably possible; and
- (b) MaximITY's obligations under these Terms will be suspended and the time for performance of the obligations will be extended for the duration of the event and MaximITY will restart the Services as soon as reasonably possible after the event or on a date and time agreed between the parties.

(7) It may be necessary for the Client to provide information, data, facilities or members of staff, in order that MaximITY may deliver the Services. If the information, data, facilities or members of staff are not provided, or incomplete or incorrect information or data is provided, MaximITY may make an additional charge at the Hourly Rate for any extra work that is required. To the extent that any delay in delivering the Services is caused by any failure of the Client, MaximITY shall have no liability to the Client and it may suspend further performance of the Services on delivery of written notice to the Client.

(8) The Client agrees and understands that MaximITY usually makes bookings of Scheduled Appointments significantly in advance of each date. Subject to paragraphs (9) and (10) of this clause, to the extent that MaximITY cannot mitigate in whole or in part the loss caused by a Late Cancellation, the Client shall be liable to pay MaximITY a Late Cancellation Fee in respect of each Delegate for whom there has been a Late Cancellation.

(9) MaximlTy shall always endeavour to mitigate any loss caused by Late Cancellations of Scheduled Appointments.

3. RETAINER

(1) A Retainer is a Contract for the provision of a menu of Services selected by the Client. Each of the Services is allocated a Service Cost but an agreement for a Retainer allows for the Service Costs to be spread over a period of 12 months and those Costs may be offered at a discounted rate.

(2) A Retainer Contract may include different menus of Services and / or may include variations or additions to the published menus. A Retainer will usually allow the Client to take a defined quantity of Services in respect of a defined quantity of Delegates.

(3) The Client agrees and understands that under a Retainer payment is due monthly in advance and that MaximlTy allows for the cost of the Services provided under a Retainer to be spread across a 12 month period. A Retainer shall endure for no less than 12 months from the date of the Contract (each period of 12 months being a "a Retainer Period"). Unless cancelled in accordance with the provisions of clause 4, a Retainer shall automatically continue for each subsequent period of 12 months ("a Renewal").

(4) Expenses shall be payable under a Retainer in accordance with the provisions of clause 7.

(5) A Retainer shall entitle the Client to take the Services set out in the selected menu of Services. Selected Services not taken during any 12 month period may not be carried over to be taken in the next following 12 month period following a Renewal.

(6) By agreement with MaximlTy, the Client may opt to take further Services over and above those available to it under the selected menu of Services ("Additional Services"). Such Additional Services shall be charged separately at the rates or on the basis appertaining for those Services at the time the additional Services are selected. Additional Services shall be provided as though under the Retainer.

(7) An increase in Fees for any of the Services selected under a Retainer can only be implemented with effect from the beginning of the next following Renewal.

(8) Additional Services, once delivered, will usually be invoiced for payment at the same time as the next following monthly Retainer payment becomes due.

(9) MaximlTy shall not be obliged to provide the Services or continue to provide any Services in the event that any payment due under the Retainer remains outstanding and / or MaximlTy may suspend the delivery of all Services under the Retainer without liability to the Client for so long as any due payment remains outstanding.

(10) Should any amount owed by the Client under the Retainer be outstanding for a period exceeding 14 days from the date on which MaximlTy notifies the Client that payment is overdue, then in default of payment or satisfactory settlement MaximlTy can terminate the Contract for Retainer by written notice (by post or by email) to the Client.

4. CANCELLING A RETAINER

(1) A Retainer may be cancelled by the Client if the Client provides a notice in writing (by post or by email) to MaximlTy stating that it wishes to discontinue the Retainer. A notice under this paragraph shall only have effect to terminate the Retainer if it is served during a period commencing not earlier than 3 months before an anniversary of the making of the Contract and not later than 30 days before that anniversary ("the Retainer Notice Period").

(2) Subject to the provisions below, if a Client purports to cancel the Retainer otherwise than in accordance with paragraph (1) of this clause, any notice shall not operate to terminate the Contract.

(3) MaximlTy may, at its discretion, by notice (by post or by email) accept any purported cancellation by the Client. On delivery of the acceptance notice the Contract shall terminate. Any such acceptance shall not prejudice any of MaximlTy's rights which have otherwise accrued under the Contract. For the purposes of this paragraph, a cancellation by the Client of any instruction to its bank to make a payment to MaximlTy may be construed as an act purporting to cancel the Retainer.

(4) Where the Contract is terminated by MaximlTy under the provisions of paragraph (3) MaximlTy shall become immediately entitled to payment in full:

(a) for all Services taken by the Client under the Retainer, limited to the excess of the aggregated Service Costs of those Services actually delivered during the Retainer over the aggregate of the amounts already paid by the Client (before VAT); and

(b) a Late Cancellation Fee in respect of any Scheduled Appointments that had been made under the Retainer which are Late Cancellations.

5. FIXED FEE

(1) A Contract for provision of Services at a Fixed Fee is an agreement by a Client to take one or more Services for an agreed Fixed Fee.

(2) Fixed Fee Contracts are agreements for the provision of an agreed Service or Services to a given number of Delegates or for the provision of some other Services as outlined in the Proposal.

6. FEE PLUS EXPENSES

(1) A Contract for provision of Services on a Fee Plus Expenses basis is an agreement by a Client to take one or more Services either on a Time Basis for Charging (as set out in clause 7 below) or on a Fixed Fee basis, and in either case, Expenses (if incurred) are chargeable in addition.

(2) Services will usually be provided on a Fee Plus Expenses basis when it is agreed that MaximlTy is to provide some or all of the Services at premises nominated by the Client. The Services may be provided to a limited number of Delegates or not.

(3) The Services to be provided, the duration of those Services, and the frequency with which the Services are to be provided may not be settled between the parties on the making of the Contract. Therefore the parties may agree to that Services are provided on a Time Basis for Charging.

7. EXPENSES

(1) Expenses shall be charged at cost save for mileage which shall be charged at £0.45p per mile travelled. Expenses shall include all disbursements made by MaximlTy on behalf of the Client.

(2) The Client authorises MaximlTy to incur, without prior notice to the Client, 'reasonable' travel Expenses in performing the Client's instructions including travel to and from the Client or travel to and from third parties on behalf of the Client. The Client agrees to reimburse these in addition to the Fee.

(3) Expenses are reimbursable immediately and the Client accepts that they are not subject to any credit terms or delayed payment clauses that we may have agreed for the Fee. Invoices for Expenses will normally be raised monthly but MaximlTy may, at its sole discretion, choose to raise invoices for Expenses more frequently.

(4) VAT will be added to an invoice amount including of Expenses incurred in line with current legislation at the rate ruling at the time of invoice.

(5) The Client agrees that travelling Expenses are sometimes charged on the basis of travel to and from MaximlTy premises, which may not be the actual journey made, as our consultants may be travelling from a location required for another Client's business.

(6) MaximlTy shall retain receipts for Expenses (other than for mileage) incurred which shall be available for inspection by the Client upon reasonable notice.

8. TIME BASIS FOR CHARGING

(1) The time during which the Services are delivered is recorded as 'Activity Time'. Activity Time will include travelling time to include travelling to and from a Client's premises. Activity Time includes all time spent delivering Services for the Client, whether or not that time is spent with the Client or at the Client's premises or in preparing for the Services.

(2) Fees are calculated by reference to MaximlTy's published current Daily Rate or Hourly Rate, whichever is specified in the Proposal.

(3) For a Contract for Services to be delivered at the Daily Rate, the unit of Activity Time is normally a full day consisting of delivery of Services by MaximlTy over 8 hours in one day, 1 hour of which is a non-working break.

(4) For a Contract for Services to be delivered at the Hourly Rate, the unit of Activity Time shall be an hour of time occupied by MaximlTy consisting of delivery of Services. In the case of an Hourly Rate Contract all travel, office, administrative, preparatory, production and telephone time in addition to actual Client meetings and external interviews, are chargeable at the Hourly Rate.

(5) In all Daily or Hourly Rate Contracts, activity logs will be provided upon request.

9. PAYMENT TERMS

(1) The Client agrees to be bound by any payment terms set out in the Proposal or, in the absence of any such agreed payment terms, all amounts arising under a Contract shall be payable in full within 30 days of the date of any invoice raised by MaximlTy for work done under that Contract. Time for payment shall be of the essence. The Client shall pay the Price in full without any set-off or counterclaim whatever

(2) If the Client fails to make any payment when due under a Contract, then, without incurring any liability to the Client, MaximlTy may suspend delivery of any Services, and / or withhold delivery to the Client of any Deliverables. Any act of MaximlTy under this paragraph may continue for so long as the Client remains in default or until the Contract is terminated.

(3) All Fees are exclusive of VAT which shall be due at the rate ruling on the date of any VAT invoice raised.

(4) MaximlTy shall reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 and to recover any amounts of statutory compensation available under that Act on any payment not received by the due date until such sum is received, both before and after judgement.

10. DELIVERABLES

(1) The Client shall inspect any Deliverables on delivery and shall within 3 days of delivery of them notify MaximlTy of any claimed failure to comply with the requirements of the Client as set out in the Proposal. If the Client shall fail to comply with these provisions the Deliverables shall be conclusively presumed to be in accordance with the Contract and the Client shall be deemed to have accepted them.

(2) If the Deliverables are not in accordance with the Contract for any reason the Client's sole remedy shall be limited to the making good of any defect by MaximlTy, or if MaximlTy may elect, by the refunding of a proportionate part of any Fee paid.

(3) The Client shall make all arrangements necessary to receive the Deliverables on the Delivery Date and / or take delivery of them whenever they are tendered for delivery. If the Client requires MaximlTy to make physical delivery of Deliverables (which are tangible goods) MaximlTy shall be entitled to charge for the delivery costs.

(4) Deliverables shall be at the Client's risk from delivery.

(5) Notwithstanding that the Consultancy may have delayed or failed to deliver the Services (or any of them) promptly the Client shall be bound to accept delivery of Deliverables and be bound to pay for the Services in full provided that delivery shall be tendered at any time within 5 days of the Delivery Date.

11. OWNERSHIP OF IP

(1) MaximlTy warrants that all personnel, whether full-time employees or not, will be employed on terms that protect the Client's rights in its IP.

(2) Nothing in a Contract between the parties shall have effect to transfer ownership of any IP from one party to the other and the parties do not intend that ownership of any IP should pass by operation of a Contract.

(3) MaximlTy has a substantial body of IP built up over a period of more than twenty years. MaximlTy's IP includes, but is not limited to, report templates, databases, analyses, reports, evaluations, drawings, charts, and graphs variously held electronically and on paper. All rights of ownership to all materials prepared by MaximlTy under this Contract, whether written or not, shall remain the property of MaximlTy except:

(a) where these rights are explicitly stated in writing to have been waived; or

(b) where the Contract between MaximlTy and the Client explicitly provides otherwise; or

(c) where MaximlTy has endorsed the material to that effect.

(4) Where in the course of delivering the Services MaximlTy creates any database, spreadsheet, analysis, report, evaluation, drawing, chart, or graph in any format (including as a computer file) using any IP of the Client, the Client grants MaximlTy a non-exclusive, non-transferable, royalty-free licence to use the Client's IP solely to the extent necessary to enable MaximlTy to provide the Services and for the purposes of providing Services of a like nature to the Client in the future. MaximlTy grants to the Client a non-exclusive, non-transferable, royalty-free licence to use its IP solely to the extent necessary to enable the Client to obtain the benefit of the Services delivered but this licence shall not be construed so as to permit the Client to commercially exploit any of MaximlTy's IP.

(5) The provisions of this clause 11 shall apply to all presentation materials, any audio or videotaping of any presentations made by MaximlTy for the Client and all training materials used to in the course of any Services provided by MaximlTy.

(6) Where the Contract is for the provision of training Services to the Client, the training material has been prepared for the benefit of the Client's Delegates attending the training sessions. The Client shall have the right to distribute copies of training materials used to in the course of the delivery of those training Services to its employees and officers other than its Delegates.

(7) Training material does not necessarily stand on its own and should not be relied upon by the Client. MaximlTy shall not be liable for any use by any person of any of the training material.

(8) Additional copies of training material may be purchased for the Client's own internal distribution at a reduced cost.

12. RETENTION OF TITLE

(1) Whether delivery of any Deliverables has been made or tendered, rights over any Intellectual Property arising in the course of delivery of the Services (other than Third Party Rights and MaximlTy's Proprietary Rights) and title to any Deliverables to be delivered to the Client shall not pass until:

- (a) the Client shall have paid the Fees plus VAT in full; and
 - (b) no other sums whatever shall be due from the Client to MaximlTy under any Contract.
- (2) Until the rights and / or title passes under paragraph (1) to the Client, from delivery the Client shall hold the Deliverables and each of them on a fiduciary basis as bailee for MaximlTy.
- (3) Notwithstanding that the Deliverables or Intellectual Property described in paragraph (1) (or any of them) remain the property of MaximlTy, the Client may use the Deliverables in the ordinary course of its business.
- (4) MaximlTy shall be entitled to recover Fees (plus VAT) that become due under any Contract with the Client notwithstanding that the rights in any Intellectual Property or title to any Deliverables have not passed to the Client.
- (5) During any period in which the Client is in breach of any obligations to pay any monies due under a Contract, the Client shall upon request deliver up the Deliverables to MaximlTy. If the Client fails to do so MaximlTy may enter upon any premises owned, occupied or controlled by the Client where the Deliverables are situated and take possession of them.
- (6) If at any time MaximlTy shall require in writing payment of any sums due and owing to it following any breach of Contract by the Client, the Client shall have no further rights to use the Deliverables and any licence of Intellectual Property granted to the Client shall terminate forthwith and without notice.
- (7) The Client shall not pledge or in any way charge by way of security for any indebtedness any of the Deliverables or the Intellectual Property arising in connection with Services which remain the property of MaximlTy. Without prejudice to the other rights of MaximlTy, if the Client does so then all monies owing by the Client to it at that time shall forthwith become due and payable immediately.

13. CONFIDENTIALITY

- (1) MaximlTy undertakes to the Client that it shall:
- (a) keep the Confidential Information secret and confidential;
 - (b) not use or exploit the Confidential Information in any way, except for or in connection with, the delivery of the Services; and
 - (c) only make disclosure of the Confidential Information in accordance with paragraph (2). Any other disclosure can only be made with the Client's prior written consent.
- (2) Each party may disclose the Confidential Information to any of its officers, employees, advisers, and contractors that need to know the relevant Confidential Information in order to deliver the Services, provided that it procures that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this clause 13.
- (3) MaximlTy Ltd Data Protection Registration Number is Z3240602.

14. TERMS REGARDING CANCELLATION

- (1) The Client may terminate a Retainer in accordance with the provisions set out in clause 4 above. A Client may not terminate a Fixed Fee Contract.
- (2) Subject to paragraph (3) below, if a Contract is a Fee Plus Expenses Contract, then the Client may terminate the Contract by notice in writing when:
- (a) there are no Scheduled Appointments yet to be delivered at the time the notice is given, and
 - (b) the Client is not in default of any payment terms under the Contract when the notice is delivered.
- (3) A notice purporting to terminate a Contract shall have no effect to terminate a Contract until:
- (a) any invoice which remains to be paid by the Client under the Contract is paid or satisfied in full; and / or
 - (b) any Services and / or Expenses which had not been made subject to an invoice are invoiced by MaximlTy and payment or satisfaction in full is made.
- (4) Notwithstanding the foregoing provisions of this clause 14, the Client shall have the right to terminate a Contract if MaximlTy are unable to provide suitable personnel to provide the Services within a period of 30 (thirty) days of any agreed timelines due to ill health of MaximlTy personnel. In such circumstances the Client shall not be liable for any payment of Fees but MaximlTy shall be entitled to retain any payments already made in lieu of any Services carried out prior to the date of termination of the Contract and to recover all reasonable Expenses incurred.
- (5) In the event of termination of the Contract for any reason, where the Client remains obliged to pay Expenses, then Expenses shall be deemed to include those sums that MaximlTy has irrevocably contracted to pay to a third party for the provision of any goods or services that had been required under the Contract together with any costs, damages, interest, fines, or penalties properly demanded of MaximlTy by the third party.

15. WARRANTIES

- (1) Subject to the exclusions set out in paragraphs (2)(a) and (2)(b) MaximlTy warrants that the Deliverables will be free from defects for a period of 6 months from delivery.
- (2) The exclusions mentioned in paragraph (1) are:
 - (a) the defect arises from wilful damage, inappropriate use or working conditions, failure to follow any storage or usage instructions supplied, misuse or alteration or repair of the Deliverables;
 - (b) the Fees have not been paid in full under the Contract.
- (3) All other conditions, terms, representations, and warranties relating to the Services or the Deliverables, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these Conditions are hereby excluded.

16. PUBLICITY

- (1) MaximlTy shall have the right, if so stated in the Proposal, that without further reference to the Client, it may publicise the fact that the Client is, or was, a Client and to utilise the Client's name in publicity materials in this respect. MaximlTy may also describe in general terms the type of work conducted for the Client, but shall not be permitted to link the two without the prior permission of the Client.
- (2) Wherever the results contained in any Deliverables are used in any information publicly released by the Client, the Client agrees to identify MaximlTy as the author unless MaximlTy explicitly waives this right. This provision is notwithstanding the over-riding position over ownership of the said Deliverables.

17. RECRUITMENT OF PERSONNEL

Each party undertakes to the other that it shall not attempt to solicit or procure the services of any officer, employee, contractor or agent of the other party during the continuance of the Contract and for a period of 6 (six) months thereafter without the written permission of the other party.

18. CONSEQUENCES OF TERMINATION

- (1) Either party shall be entitled to terminate this Contract at any time without notice if:
 - (a) the other party ceases or threatens to cease to carry on business; or
 - (b) the other party is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation shall be bound by and assume MaximlTy's obligations hereunder);
 - (c) the other party compounds with or convenes a meeting of its creditors or has a receiver, manager or similar official appointed in respect of its assets; or
 - (d) the other party has an administrator appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by such party or its directors or by a qualifying floating charge holder (as defined in the Insolvency Act 1986, paragraph 14 Schedule B1); or
 - (e) any similar event occurs under the law of any other jurisdiction in respect of that party.
- (2) Either party shall be entitled to terminate the Contract on written notice to the other party if the other party commits a material breach of any term of the Contract which, in the case of a breach capable of remedy, shall not have been remedied within [5 days] of receipt by the other party of a notice from the non-defaulting party specifying the breach and requiring it to be remedied.
- (3) On request, and in any event on termination of this Contract for whatever reason, each party shall deliver up all Confidential Information and (to the extent not so comprised therein) all correspondence, documents and other property belonging or relating to the other party, and neither party shall, without the prior written consent of the other, make or retain copies of any such documents.
- (4) Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and, in particular but without limitation, the right to recover damages against the other.

19. ILLEGAL ACTIVITIES

- (1) MaximlTy will not carry out any illegal activities on behalf of the Client. Any requirement of the Client that MaximlTy carry out or participate in any unlawful or illegal activity will entitle MaximlTy to void the Contract by notice to the Client and MaximlTy will immediately become entitled to recover in full any due Fees, Expenses and MaximlTy may in its sole

discretion regard any Scheduled Appointments as having been subject of Late Cancellation and be subject to recovery of a Late Cancellation Fee.

(2) The Client agrees not to make any illegal use of any of MaximlTy's IP.

20. LIMITATION OF LIABILITY

(1) MaximlTy shall be under no liability whatever to the Client for any indirect loss and / or expense (including loss of profit) suffered by the Client arising out of the breach by MaximlTy of the Contract and save as specifically set out, all liability on the part of MaximlTy is limited to the value of the Contract or to the value of the loss whichever is the smaller.

(2) MaximlTy provides information and advice when providing the Services. Such information and advice will be based upon information available to it at the time. MaximlTy is not responsible for the accuracy of information provided to it by the Client. The Client agrees and understands that it is responsible for the consequences of anything resulting from the provision by it of inaccurate information to MaximlTy and agrees to indemnify MaximlTy against any loss or damage resulting therefrom.

(3) It is for the Client to decide whether or not to accept any advice. MaximlTy advises that any data or information which is critical to a decision to be made by the Client should be independently verified prior to being acted upon. MaximlTy accepts no liability for any loss or damage sustained by the Client which is consequent upon any use made by the Client of any information, opinions and advice given by MaximlTy, whether such loss or damage be direct or indirect.

(4) All warranties and conditions whether implied by statute or otherwise are excluded from every Contract made with the Client provided that nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of MaximlTy.

21. GENERAL AND DEFINED TERMS AND DEFINITIONS

(1) Any disputes or claims shall be governed by and construed in accordance with English law and the jurisdiction of the English courts.

(2) All unresolved disputes between the Parties shall be referred to arbitration as necessary.

(3) Both parties also agree that all disputes arising with respect to this contract will be arbitrated upon within the English legal system.

(4) The failure by either party to enforce at any time or for any period any one or more of the Terms of a Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

(5) The Client agrees that all of the Terms form part of the Contract between MaximlTy and the Client, except where explicitly excluded or modified in writing and shall take precedence over and shall not be varied by any other means including any terms or conditions that the Client may from time to time apply to suppliers.

(6) In every Contract between the parties, the following words and phrases shall have the following meaning:

"Client" means a party entering into a contract for the provision of the Services;

"Confidential Information" means all confidential or proprietary information (however recorded or preserved) of the Client that is disclosed or made available (in any form or medium), directly or indirectly, by the Client to MaximlTy;

"Delegate" is a single recipient or single intended recipient of the Services or an attendee at the provision of any Services, in each case being a person nominated by the Client;

"Deliverables" means any tangible product, document or thing created in the course of delivering the Services, or any work or database or other creation in which Intellectual Property rights can subsist (where the work or creation is reduced into a computer readable file) and in any case, as produced by MaximlTy in the provision of the Services;

"Delivery Date" means the date by which MaximlTy intends to provide the Services and / or the Deliverables;

"Intellectual Property" means any copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered including logos), database rights, business names, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for the registration or protection of any or the foregoing) as may exist anywhere in the world;

"Late Cancellation" means a cancellation, implied or expressed, by or on behalf of the Client or by a Delegate of a Scheduled Appointment at any time during the period of 14 days before that Scheduled Appointment was due;

"Late Cancellation Fee" means the amount payable for the cancelled Scheduled Appointment but with no account being taken of any discount, reduction or concession that had been allowed or was applicable;

"MaximlTy" means **MAXIMITY LIMITED**, Company No.: 05237552, Registered Office: 24 DORSET CLOSE, FAZELEY, TAMWORTH, STAFFORDSHIRE B78 3XY VAT no. [];

"MaximlTy's Proprietary Rights" the Intellectual Property rights that were created, developed or acquired by the Consultancy otherwise than for the purposes of providing the Services under this Agreement;

"Proposal" means a written communication from MaximlTy to the Client setting out details of the Services proposed to be delivered together with information concerning pricing and delivery;

"Scheduled Appointment" means a time, date and place agreed by the parties as a confirmed appointment for the delivery of Services to a single Delegate;

"Services" means any Services provided under these Terms by MaximlTy including the provision of training or education materials, the provision of lectures or seminars, the provision of tuition and guidance in the use of IT, the creation or preparation of Deliverables;

"Terms" means these terms and conditions of Contract;

"Third Party Rights" the Intellectual Property owned by or licensed to third parties.

"Time Basis for Charging" is defined at clause 8 of the Contract;

(7) Clause headings shall not affect the interpretation of a Contract.

(8) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(9) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

(10) A reference to 'writing' or 'written' includes faxes and e-mail.

(11) References to clauses and paragraphs are to clauses and paragraphs of the Terms and the Proposal.

(12) For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in these Conditions shall confer on any third party any right to enforce or any benefit of any term in these Conditions.