

**Terms and Conditions
for the Supply of Services**

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COMPANY REGISTERED IN ENGLAND AND WALES NUMBER 7744146



**Terms and Conditions
for the Supply of Services**

Please read these Terms and Conditions for the Supply of Services carefully, as they set out our and your legal rights and obligations in relation to our services.

1. Definitions and interpretation

1.1 In the Agreement:

“**Affiliate**” means a company, firm or individual that Controls, is Controlled by, or is under common Control with the relevant company or firm;

“**Agreement**” means the agreement between the Supplier and the Customer incorporating these Terms and Conditions for the Supply of Services [and the Proposal / and [document]], and any amendments to it from time to time;

“**Business Day**” means any week day, other than a bank or public holiday in England

“**Charges**” means the charges specified in the Proposal / the Supplier's Daily Rate multiplied by the number of man-days spent by the Supplier's personnel performing the Services, plus the Expenses payable by the Customer to the Supplier, which may be varied in accordance with Clause [5];

“**Control**” means:

- (a) the legal power to directly or indirectly control the management of a company, firm or other entity;
- (b) the right to select the majority of the directors (or their equivalent) of a company, firm or other entity; and/or
- (c) ownership of more than 50% of the voting shares in a company;

and “**Controlled**” will be construed accordingly;

“**Customer**” means the customer for Services under the Agreement as specified in the Proposal / in the Supplier's order confirmation;



“**Effective Date**” means the earlier of:

- (a) the date when the Supplier sends to the Customer its written confirmation that the Agreement is agreed; or
- (b) the date when the Supplier begins supplying the Services to the Customer;

in each case following the Customer's acceptance of the Proposal and these Terms and Conditions for the Supply of Services

“**Expenses**” means the following expenses reasonably necessary for, and incurred exclusively in connection with, the performance of the Supplier's obligations under the Agreement:

- (a) travel expenses (including both UK and Foreign airport transfers);
- (b) accommodation expenses (minimum 4 star hotel);
- (c) meal expenses (breakfast, lunch and evening meal, as appropriate);
- (d) subsistence expenses; and
- (e) any other expense (as agreed)

“**Force Majeure Event**” means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“**Daily Rate**” means the Supplier's daily labour rate as specified in the Proposal /notified by the Supplier to the Customer and varied in accordance with Clause [5]

“**Premises**” means the premises of the Customer where the Services will be provided, in whole or part, by the Supplier, as specified in the Proposal / agreed by the Supplier and the Customer in writing

“**Proposal**” means a proposal document issued by the Supplier to the Customer detailing the scope of the Services and other matters relating to the Agreement;



“**Services**” means the services supplied by the Supplier to the Customer under the Agreement, details of which are set out in the Proposal;

“**Supplier**” means VR Aviation Safety Partnership Ltd, a limited company incorporated in England and Wales (registration number 7744146) having its registered office at 120 Stanton Road, Sandiacre, Nottinghamshire, NG10 5EP, United Kingdom

“**Term**” means the term of the Agreement; and

“**Year**” means a period of 365 days (or 366 days if there is a 29 February during the relevant period) starting on the Effective Date or on any anniversary of the Effective Date.

- 1.2 The ejusdem generis rule is not intended to be used in the interpretation of the Agreement; it follows that a general concept or category utilised in the Agreement will not be limited by any specific examples or instances utilised in relation to such a concept or category.

2. Appointment and Term

- 2.1 The Customer appoints the Supplier as its supplier of the Services during the Term.
- 2.2 The Agreement will come into force on the Effective Date and will continue in force for a fixed period, after which it will terminate automatically, unless previously terminated in accordance with Clause [8].

3. Services

- 3.1 The Supplier will supply the Services to the Customer in accordance with the terms of the Agreement.
- 3.2 The Supplier will use reasonable endeavours to meet any timetable for the provision of the Services agreed in writing with the Customer / set out in the Proposal; and the time for delivery of the Services will be of the essence of the Agreement.
- 3.3 The Supplier may sub-contract the provision of the Services without the prior written consent of the Customer; providing that if the Supplier does sub-contract the provision of the Services, the Supplier will remain liable to the Customer for the performance of the sub-contracted obligations.
- 3.4 In the performance of the Services at the Premises, the Supplier shall comply with all reasonable health, safety and security policies and regulations advised by the Customer to the Supplier.



3.5 The Supplier will not take any action or do anything which would or would be likely to damage the reputation or goodwill of the Customer, or bring the Customer into disrepute.

4. Customer obligations

4.1 The Customer will provide to, or procure for, the Supplier any:

- (a) support and advice;
- (b) information and documentation;
- (c) third party co-operation;
- (d) licences of third party software; and
- (e) governmental, legal or regulatory licences, consents or permits;

reasonably necessary to enable the Supplier to discharge its obligations under the Agreement.

4.2 The Customer will:

- (a) provide to the Supplier prompt access to the Premises upon request;
- (b) be responsible for ensuring the health and safety of the Supplier's personnel, agents and subcontractors whilst they are at the Premises;
- (c) maintain the Premises in good order for the supply of Services, and in accordance with all applicable laws;
- (d) inform the Supplier of all health and safety rules and regulations and any reasonable security requirements that apply at the Premises; and
- (e) maintain reasonable insurance cover for the Supplier's personnel, agents and subcontractors whilst they are working at the Premises (including reasonable public liability insurance);

4.3 The Customer will not take any action or do anything which would or would be likely to damage the reputation or goodwill of the Supplier, or bring the Supplier into disrepute.



5. Charges and payment

- 5.1 The Customer will pay the Charges to the Supplier in accordance with the provisions of this Clause [5].
- 5.2 The Supplier may issue an invoice for the Charges to the Customer from time to time during the Term.
- 5.3 The Customer will pay Charges to the Supplier in cleared funds within 30 days of the date of issue of an invoice issued in accordance with Clause [5.2].
- 5.4 All amounts payable under the Agreement are exclusive of all sales, value-added, withholding and other taxes and duties which will be payable by the Customer (except for taxes payable on the Supplier's net income, which will be payable by the Supplier).
- 5.5 Charges must be paid by bank transfer (using such payment details as are notified by the Supplier to the Customer).
- 5.6 If the Customer does not pay any amount properly due to the Supplier under or in connection with the Agreement, the Supplier may:
- (a) charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate of Santander Bank from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 The Supplier may elect to vary the Charges / Daily Rate by giving to the Customer not less than 30 days' written notice of the variation expiring at the end of the Agreement.
- 5.8 The Customer will reimburse the Supplier in respect of the Expenses and the Supplier may invoice in respect of Expenses at any time after the relevant Expenses have been incurred by the Supplier, providing that the Supplier must obtain the Customer's prior written consent before incurring Expenses exceeding an agreed limit.
- (a) With regard to travel costs (where this will involve air travel) the routing, times, carrier and class of the air travel will be agreed between the Supplier and the Customer in advance of any work



being accomplished. Where considered necessary (such as longer duration of flights) the class of air travel will be business class.

(b) Both UK and destination airport transfer costs will be met by the Customer.

5.9 The Supplier will:

- (a) ensure that the personnel providing the Services complete records of their time spent providing those Services;
- (b) collect and collate evidence of all Expenses;
- (c) retain such records and evidence during the Term and for a period of 12 months following the end of the Term; and
- (d) supply such records and evidence to the Customer within 10 Business Days following receipt of a written request to do so.

6. Warranties

6.1 The Customer warrants to the Supplier that it has the legal right and authority to enter into and perform its obligations under the Agreement.

6.2 The Supplier warrants to the Customer that:

- (a) it has the legal right and authority to enter into and perform its obligations under the Agreement.
- (b) the Services will be performed with reasonable care and skill.

6.3 All of the parties' liabilities and obligations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

7. Limitations and exclusions of liability

7.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;



- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this Clause [7] and elsewhere in the Agreement:

- (a) are subject to Clause [7.1];
- (b) govern all liabilities arising under the Agreement or any collateral contract or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

7.3 Neither party will be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

7.4 Neither party will be liable for any loss of business, contracts or commercial opportunities.

7.5 Neither party will be liable for any loss of or damage to goodwill or reputation.

7.6 Neither party will be liable in respect of any loss or corruption of any data, database or software.

7.7 Neither part will be liable in respect of any special, indirect or consequential loss or damage.

7.8 Neither party will be liable for any losses arising out of a Force Majeure Event.

7.9 Neither party's liability in relation to any event or series of related events will exceed the total amount paid and payable by the Customer to the Supplier under the Agreement during the period immediately preceding the event or events giving rise to the claim.

7.10 Neither party's aggregate liability under the Agreement will exceed the the total amount paid and payable by the Customer to the Supplier under the Agreement.



8. Termination

- 8.1 Either party may terminate the Agreement at any time by giving at least 30 days' written notice to the other party.
- 8.2 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:
- (a) commits any material breach of any term of the Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
 - [(b) persistently breaches the terms of the Agreement.
- 8.3 Either party may terminate the Agreement immediately by giving written notice 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 Agreement); or



- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

9. Effects of termination

- 9.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 5.6, 5.9, 7, 9, 10 and 11].
- 9.2 Termination of the Agreement will not affect either party's accrued rights (including accrued rights to be paid) as at the date of termination.

10. Non-solicitation

Neither party will, without the other party's prior written consent, either during the term of the Agreement or within 6 months after the date of effective termination of the Agreement, engage, employ or otherwise solicit for employment any employee or contractor of the other party who has been involved in the Agreement or the performance of the Agreement.

11. General

- 11.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 11.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 11.3 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 11.4 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.



- 11.5 Either party may freely assign their rights and obligations under the Agreement without the other party's consent to any Affiliate of the assigning party or any successor to all or a substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any rights or obligations under the Agreement.
- 11.6 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 11.7 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement is not subject to the consent of any third party.
- 11.8 Subject to Clause [7.1]:
- (a) the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
 - (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement; and
 - (c) neither party will have any liability other than pursuant to the express terms of the Agreement.
- 11.9 The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

