

## Moata Consultancy Terms

### Introduction

These are our Moata Consultancy Terms and should be read in conjunction with our General Terms. They set out the terms and conditions that apply specifically in respect of any set of Moata Consultancy Services that we provide to you under a Contract. These Moata Consultancy Terms only apply to you, and shall only form part of a Contract between you and us, where you have purchased Moata Consultancy Services under the Contract.

Words and expressions defined in these Moata Consultancy Terms have the meanings given to them in these terms and conditions. Other words and expressions defined in our General Terms and Data Protection Terms have the same meaning in these Moata Consultancy Terms.

### Purchasing Moata consultancy

Where, under a Contract, you have purchased a set of Moata Consultancy Services, details of the Moata Consultancy Services and the basis upon which they will be provided will be set out in the Order Form.

If we need additional space to set out details of the Moata Consultancy Services you have purchased, then we may set this information out in a separate document, which once signed by you and us shall be deemed to form part of the Order Form.

Where we have pre-existing consultancy agreements in place between us, we may – by mutual agreement – elect to use this set of existing terms. Where this is the case, it will be specified in the Order Form, in which case, the terms herein do not apply.

### Provision of Moata Consultancy Services

We will provide each set of Moata Consultancy Services under a Contract to you during the relevant Consultancy Services Period only subject to and in accordance with terms and conditions of the Contract.

In respect of each set of Moata Consultancy Services that you purchase under a Contract, you agree to:

- (a) obtain all necessary licences, permissions and consents required for us and our personnel to perform the Moata Consultancy Services;
- (b) procure for us and our personnel such agreed remote access and use of your IT systems as is reasonably required by us for the performance of the Moata Consultancy Services;
- (c) provide us with access to appropriate members of your staff, and procure access to your Subcontractors' staff, in each case where such access is reasonably requested by us in order for us to provide the Moata Consultancy Services;
- (d) ensure that we and our personnel have access to appropriate people within your organisation so that we may discuss and/or escalate any issues that arise in connection with the provision and/or use of the Moata Consultancy Services. To help us in this regard, you will provide us with the contact details of such people on or promptly following the relevant Consultancy Start Date;
- (e) promptly and without charge provide such documentation, data, consents, instructions and/or other information as we may reasonably request from time to time in order for us to provide the Moata Consultancy Services;
- (f) respond to any requests for approval, guidance or assistance in a prompt and timely manner;
- (g) make available to us for the purpose of the Consultancy Services the equipment, facilities, personnel and services of others (if any) as described in the Order Form to enable

us to perform the Consultancy Services to the agreed timetable (if any). All of these shall be free of cost to us except where expressly stated in the Order Form; and

- (h) cooperate fully with us and our personnel and provide all other assistance as may reasonably be required by us from time to time in order to provide the Moata Consultancy Services.

You acknowledge that we will rely on the accuracy, sufficiency, timeliness, and consistency of all information provided to us by you or on your behalf.

The provision by us of a set of Moata Consultancy Services under a Contract may be subject to certain dependencies, as agreed between you and us and set out in the Order Form. These dependencies are usually things that we need you or your Users to do, or information that we require you or your Users to provide to us. You acknowledge and agree that there may be a delay in the provision of the Moata Consultancy Services where the dependencies that you are responsible for are not fulfilled, including not fulfilling them in the time required. We are not liable for any delay or non-performance of Moata Consultancy Services to the extent that it is caused by your failure to complete a dependency in the time required or other factors beyond our reasonable control.

### Liability

Notwithstanding any other term to the contrary in the Contract or any related document and whether the cause of action for any claim arises under or in connection with Contract in contract or in tort, in negligence or for breach of statutory duty, under indemnity or otherwise, in relation to any and all causes of action as aforesaid our total liability in the aggregate for all claims (including (but not limited to) under any collateral warranty entered into in relation to the Services) shall be limited to the lesser of:

- (a) a sum equivalent to 10 (ten) times the fee payable under this Consultancy Agreement; or
- (b) £1,000,000 (one million pounds).

Neither party shall be liable to the other for loss of production, loss of profits (actual or anticipated, direct or indirect), loss of product, loss of use, loss of business and business interruption, loss of revenue, loss of contracts, liquidated damages or for any costs of decamping or rehousing, or for any indirect, special, punitive or consequential loss or damage which may be suffered by the other party in connection with the Consultancy Services.

### Performance of the Services

Notwithstanding any other term to the contrary, we will perform the services using the degree of skill care and diligence to be reasonably expected from a consultant experienced in the provision of services for projects of similar scope, size and complexity at the time and in the location such services are rendered.

We will proceed with the performance of the services regularly and diligently and shall use reasonable endeavours to comply with any programme, timetable or schedule of deliverables as agreed between you and us.

### Variations

You, by way of addition omission substitution or other amendment, may instruct a variation to the Consultancy Services from time to time in writing to us, provided always that any such variation shall be relevant to the project or the Consultancy Services. Where you require a variation to the Consultancy Services, we shall as soon as is reasonably practicable notify you of the likely impact (if any) of the variation on the Consultancy Services both in terms of the additional or reduced fees and time to complete the Consultancy Services. We shall not be required to commence the varied Consultancy Services until such time as you have given us your written approval of the fees and additional time associated with the varied Consultancy Services. We shall use reasonable endeavours to reduce the adverse effect of any variation upon the Consultancy Services.

6.1

If we are of the opinion that the Consultancy Services have been varied, impeded by you or otherwise delayed or disrupted by any matter that is outside our reasonable control, then we shall notify you as soon as reasonably practicable of the likely impact of such upon the Consultancy Services. We shall use reasonable endeavours to reduce the adverse effect of such matters upon the Consultancy Services.

6.2

Pursuant to sections 6.1 and 6.2 above, we shall be entitled to compensation from you where the Consultancy Services are varied, delayed or disrupted and any adjustment to the fees or the time for performance of the Consultancy Services shall be calculated in accordance with that which is reasonable in all the circumstances.

6.3

#### **Insurance**

We shall maintain public liability and professional indemnity insurance sufficient to cover our liabilities under these Moata Consultancy Terms provided always that such insurance is available in the London market at commercially reasonable rates and terms and subject to all normal exceptions exclusions and limitations to the scope of cover generally in operation at the time of renewal.

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#### **Intellectual property**

Any intellectual property rights created by us or our personnel during the provision of each set of Moata Consultancy Services shall on creation vest in us. You will, at your own cost, do all such further acts and execute such further deeds and documents as may be necessary or desirable to fully and effectively vest in us any such intellectual property rights and in order for us to apply for, and obtain, registrations in respect of such rights. Upon full payment of the fees due for the Consultancy Services, we shall grant to you an irrevocable, royalty-free, non-exclusive licence to use all rights, titles and interest in any such intellectual property in connection with the construction, completion, maintenance, reinstatement, repair, letting, promotion and/or advertisement (whether by the Client or by a third party authorised by the Client) of the project. We shall have no liability for any use of the intellectual property other than for the purposes for which it was originally intended.

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#### **Data protection**

As part of our provision of each set of Moata Consultancy Services under a Contract, we may Process any Personal Information that you or your Users instruct us to Process as part of the provision of those services on your behalf as your Processor.

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We will Process any such Personal Information subject to and in accordance with the Data Protection Terms, which form part of our Contract with you.

#### **Other**

Sections 1, 3.4, 4, 8, 9 and 10 of these Moata Consultancy Terms shall survive the termination or expiry of each set of Moata Consultancy Services, and the termination of any Contract of which these Moata Consultancy Terms form part,

and shall continue to apply, as shall any other provision which by its nature is intended to survive such termination or expiry.