

VIIMI LIMITED

TERMS AND CONDITIONS OF BUSINESS

1. Interpretation

1.1 In these Terms and Conditions (“**the Conditions**”):

“ Client ”	means the person, firm or organisation for whom the Company has agreed to provide the Services in accordance with these Conditions;
“ Company ”	means Viimi Limited a company registered in England and Wales under company number 6499115 whose registered office is at 61 Macrae Road, Bristol, BS20 0DD;
“ Contract ”	means the contract for the provision of the Services made between the Company and the Client;
“ Confidential Information ”	means without limitation all information and data of whatever nature or form relating in any way whatsoever to any intellectual property, Know-How, financial or business data of either party regardless of its nature and whether communicated orally or in writing or other tangible form;
“ Engagement Letter ”	means the Company’s letter of engagement sent to the Client setting out the services which will be provided by the Company and agreeing and accepting to carry out the Services;
“ Fees ”	means the fees payable by the Client for the Services as set out in the Engagement Letter or as otherwise agreed between the parties from time to time in writing;
“ Invoice ”	means the invoice(s) sent to the Client by the Company for Fees or Expenses as set out in clauses 4 and 5;
“ Know-How ”	means all know-how, experience and commercial information relating to the Services;
“ Services ”	means the services relating to business consulting, managing, developing and/or accounting provided by the Company to the Client;
“ Term ”	means the term of the Contract pursuant to clause 3;

1.2 The supply of the Services by the Company to the Client shall be non-exclusive and subject to these Conditions including the Website Terms and Conditions of Use and Privacy Policy.

1.3 Subject to any variation under 1.4 the Contract will be formed on these Conditions and the Engagement Letter to the exclusion of all other terms and conditions.

1.4 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of a director of the Company. The Company reserves the right to amend and update these Conditions at any time without notice.

1.5 These Conditions together with the Engagement Letter constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

2. Supply of the Services

- 2.1 Prior to the Commencement Date (hereinafter defined), a representative of the Company shall meet with the Client to discuss the Client's business requirements and shall subsequently send a Letter of Engagement to the Client setting out the Services which will be provided to the Client, together with a copy of these Conditions (which are also available on the Company's website at www.viimi.co.uk at all times). The Company shall commence work in carrying out the Services once it has received the Client's verbal or written consent (the "**Commencement Date**"). Thereafter the Client will be deemed to have accepted these Conditions.
- 2.2 The Services shall be provided in accordance with the Engagement Letter unless otherwise amended from time to time in accordance with clauses 2.3.
- 2.3 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any statutory requirements, or which do not materially affect the nature or quality of the Services.
- 2.4 The Company undertakes to use its reasonable endeavours to complete and deliver the Services on the days agreed by both parties or within the timescale (if applicable) specified in the Engagement Letter but time shall not be of the essence in relation to such obligations. The Client shall make all necessary arrangements to enable the Company to carry out the Services on the days notified by the Company for delivery.
- 2.5 If the Company is prevented or delayed from performing any of its obligations under these Conditions by reason of any act or omission of the Client (other than under clause 11) then notwithstanding anything else in these Conditions the Client shall pay to the Company all reasonable costs, charges and losses sustained or incurred by the Company which are attributable to such act or omission.
- 2.6 The Company shall carry out and deliver the Services at the Client's address, the Company's address, or any other address that may be agreed between the parties from time to time or as otherwise deemed necessary for the performance of the Contract.

3. Term

- 3.1 The supply of the Services shall commence on the Commencement Date and shall continue until the Services are completed as determined by the Company or otherwise terminated in accordance with clause 9.

4. Fees and Payment

- 4.1 The Fees shall be the fees set out in the Engagement Letter or as otherwise agreed in writing between the parties.
- 4.2 All prices, fees, charges, disbursements, expenses and other sums payable hereunder are exclusive of and subject to any Value Added Tax which shall be paid by the Client in addition on payment for the Services.
- 4.3 Invoice(s) for the Services carried out shall be raised by the Company to the Client on a weekly basis.
- 4.4 Payment of the Fee shall be made by the Client within 7 days of the date of the Invoice (the "**Due Date**") and time for payment shall be of the essence. The Company reserves the right at its sole discretion to invoice the Client prior to the commencement of the Services.
- 4.5 Payment to the Company shall be made in UK Pound Sterling. The Client is responsible for all bank charges, transfer fees, and any other fees or charges to settle the Invoice in full.
- 4.6 No payments shall be deemed to have been received by the Company until it has received cleared funds.
- 4.7 All payments payable to the Company under the Contract shall become due immediately on termination of the Contract despite any other provision.

- 4.8 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.9 The Company is entitled to keep all the Client's papers and documents while payment is owing to the Company.
- 4.10 If the Client fails to pay any sum due under the Contract on the Due Date, the Company shall be entitled, without limiting any other rights it may have to charge interest on the outstanding amount at the rate of 8% above the base lending rate from time to time of the National Westminster Bank plc accruing on a daily basis until payment is made whether before or after judgment.

5. Expenses

- 5.1 The Client agrees to reimburse the Company for all reasonable travelling (including travel insurance where necessary) and subsistence expenses properly incurred by the Company in the provision of the Services ("**Expenses**").
- 5.2 All Expenses shall be payable by the Client within 7 days of the date of the Invoice for Expenses, and time for payment shall be of the essence.

6. Client's obligations

- 6.1 In addition to any other obligations set out in this Agreement, the Client shall:
- 6.1.1 make available to the Company personnel such office space, equipment and other services at the Client's premises as may be necessary to enable the Company to carry out the Services;
- 6.1.2 promptly provide the Company with such information and documents as the Company may reasonably request for the proper performance of the Services and be responsible for ensuring that such information is true, accurate, complete and not misleading in any respect;
- 6.1.3 obtain all third party consents, licences and rights as may be required in order to allow the Company to provide the Services.
- 6.2 Should the Client fail to perform any of its obligations under these Conditions then the Company will not be responsible for any delay, costs increase or other consequences arising from such failure and the Client shall indemnify the Company for any costs or expenses incurred due to such failure.

7. Cancellation

- 7.1 Following the Commencement Date, no cancellation or suspension of the Contract by the Client shall be valid or binding unless notified in writing to the Company and agreed in writing by the Company.
- 7.2 Following the Commencement Date, the Company shall not be bound to accept the cancellation or suspension of the Contract for whatever cause and the agreement by the Company to any such cancellation or suspension shall be subject to the Company being indemnified in full by the Client in respect of all and any expenses and loss incurred or sustained by it up to and including the date of cancellation.

8. Warranties and Liability

- 8.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill.
- 8.2 The Company does not warrant that the use of the Services by the Client will increase the profitability of the Client's business or generate new business for the Client.

- 8.3 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 8.4 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any pure economic loss, loss of profit, loss of business, depletion of goodwill or any direct or indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Fees payable by the Client under the Contract.
- 8.5 The Company and its officers maintain suitable professional indemnity cover with a reputable insurance company at all times for the purpose of carrying out the Services.

9. Termination

9.1 If the Client:

- 9.1.1 commits any breach of any of these Conditions or any other provisions of the Contract and, in the case of a breach capable of remedy, fails to remedy the same within 7 days after receipt of a written notice from the Company giving full particulars of the breach and containing a request for it to be remedied; or
- 9.1.2 has an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of its property or assets; or
- 9.1.3 makes a voluntary arrangement with its creditors or becomes a subject to an administration order or bankruptcy order; or
- 9.1.4 enters into or has entered into (with or without the Company's prior knowledge) administration or liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of the Client under these Conditions); or
- 9.1.5 ceases or threaten to cease to carry on business;

then and in any such case the Company shall have the right (without prejudice to any of its other remedies) to terminate the Contract forthwith by written notice to the Client.

- 9.2 The termination of the Contract for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date of such termination.

10. Confidential Information

- 10.1 Neither party may use, divulge or communicate to any person any Confidential Information of the other party which may come to its knowledge during the Term.
- 10.2 Each party agrees to ensure that its employees, agents, personnel and sub-contractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this clause 10 and each party shall be responsible to the other in respect of any loss or damage which a party may sustain or incur as a result of any breach of confidence by any of such persons.
- 10.3 If either party becomes aware of any breach of confidence by any of its employees, agents, personnel or sub-contractors it shall promptly notify the other party and give the other party all reasonable assistance in connection with any proceedings which that party may institute against any such persons.
- 10.4 The provisions of this clause shall survive the expiration or termination of the Contract but the restrictions contained in this clause shall not apply to any Confidential Information which:

- 10.4.1 comes into the public domain otherwise than through unauthorised disclosure under this clause 10;
- 10.4.2 is already known to the disclosing party prior to the Commencement Date;
- 10.4.3 is lawfully acquired from a third party who owes no duty of confidence to the disclosing party; or
- 10.4.4 is required by any court of competent jurisdiction or by a governmental or regulatory authority to be disclosed or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirements, 2 days' notice is given to the other party of any such disclosure.

11. Force Majeure

- 11.1 The Company reserves the right to cancel the Contract without liability to the Client if it is prevented from or delayed in the carrying on of its business due to circumstances outside its reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond the Company's reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give notice in writing to terminate the Contract.

12. Complaints

- 12.1 Viimi Limited aims to provide a high quality Service to its Clients. Any dissatisfaction in the Services being provided by the Company must be raised and notified to the Company immediately.

13. Data Protection

- 13.1 Each party undertakes to comply with the provisions of the Data Protection Act 1998 (as may be amended from time to time) and any other relevant data protection legislation. Please see the Company's [Privacy Policy](#) for further details.

14. Notices and Service

- 14.1 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, or sent by pre-paid first class post, recorded delivery, email or facsimile to the respective parties' address as set out in the Engagement Letter or as each party may from time to time designate by notice hereunder.
- 14.2 A notice given in accordance with clause 14.1 is deemed to be both given and received:
 - 14.2.1 if it is delivered in person: at the time of delivery;
 - 14.2.2 if sent by pre-paid first class post or recorded delivery: on the second (or, when sent by airmail, fifth) business day after the day of posting;
 - 14.2.3 if sent by email or fax: at the time transmission or (if that transmission is not made during normal working hours of 9am to 5pm on a business day) at 9.00am on the next business day.

15. Miscellaneous

- 15.1 The headings to these Conditions are for convenience only and shall not affect their construction.
- 15.2 Where the context so admits reference in these Conditions to one gender shall include the other gender and words denoting the singular shall include the plural and vice-versa.

- 15.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 15.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 15.5 The Client shall not be entitled to assign or sub-licence or part with possession of any of its rights or liabilities hereunder. The Company shall be free to sub-contract the performance of all or part of its obligations hereunder.
- 15.6 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 15.7 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any competent authority, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 15.8 Any copyright, trade marks or other intellectual property rights contained on the Website and in all particulars, letters, brochures or other material prepared by the Company belongs to the Company unless otherwise stated.
- 15.9 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England.
- 15.10 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.