

Management Services from Magnolia Consulting

Terms and Conditions of Service

1. Contract Terms – general

We offer to provide interim management, project management and general business advice (herein referred to as 'services' or 'service') to you on the terms that follow.

If you place an order with Magnolia Consulting (herein referred to as "we", "us", "Magnolia employees" or "Magnolia Consulting") for services then, unless we notify you that we do not accept your order, a legally binding contract will be formed between you and Magnolia Consulting. The terms of that contract are as set out here, together with any representation that we may have made about the services on our website. All other terms and conditions contained in any other document, and all other representations, are excluded unless their inclusion is expressly agreed in writing.

- 1.1 It is the client's responsibility to give accurate and specific instructions on any brief. Magnolia accept no liability if inaccurate or incomplete instructions are given by the client. Any instructions from the client must be given within a timeframe agreed by the client and Magnolia Consulting.
- 1.2 The client must notify us promptly of any change in brief, objectives or other factors such as project budget, stakeholders or corporate strategic plans that may impact on the outcome of the work.
- 1.3 We reserve the right to subcontract work if it is appropriate.
- 1.4 The client will receive copies of all documents and correspondence generated as part of the service on an ongoing basis.

2. Cancellation Rights

- 2.1 If you are dissatisfied in any way with the service that we provide for you, you have a right to terminate our services on a mutually agreeable timescale. All you need to do is let us know that in writing that you wish to cancel.

3. Payment

- 3.1. Your introductory consultation will be provided free of charge. We will only charge for additional work that you decide to take up.
- 3.2 Unless agreed otherwise, all our charges are inclusive of VAT

3.3 Our invoices are payable within 30 days. We are entitled to charge interest on all overdue accounts at the official clearing rate (English base rate) plus 8% under the Late Payment of Commercial Debts (Interest) Act 1998.

3.4 We reserve the right to suspend our services or terminate the contract between us immediately if our charges are overdue for payment by you.

4. Warranty and liability

4.1 A professional and experienced person will carry out all services with a high level of care and skill.

4.2 We shall not be liable to the Client for loss or damage to the Client's property unless due to the negligence or other failure of Magnolia Consulting to perform its obligations under this agreement or the general law.

4.3 We shall have no liability to the Client for any indirect, special or consequential loss to the Client arising out of or in connection with the provision of any goods or services relevant to this agreement (except in respect of death or personal injury resulting from negligence) and the total liability of Magnolia Consulting or its employees for any other loss of the Client arising in respect of any one event or series of connected events relevant to this agreement shall not exceed the charges payable by the Client in respect of the services provided.

4.4 Complaints about the quality of work carried out by Magnolia Consulting should be sent in writing to Jayne Nation at the Magnolia Consulting office address in the first instance. Should no satisfactory resolution of the complaint be achieved by informal discussion and negotiation then we reserve the right to commission professional mediation services to arbitrate on the matter.

5. Confidentiality

5.1 We shall treat all information about you in the strictest confidence and shall not pass your details to any third party without your written permission.

6. General

6.1 No waiver or any amendment to these terms shall be effective unless in writing and signed by both the client and Magnolia Consulting.

6.2 A person who is not a party to these terms may not enforce any of them

6.3 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

Jayne Nation June 2006