

# Azimuth Nautical Solutions Ltd. - Consultancy Services

## Terms and Conditions (2020)

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These Conditions may only be varied with the written agreement of both parties.

### **1. Definitions**

In these Conditions:

- "Azimuth" means Azimuth Nautical Solutions Ltd.;
- "Client" means the Company or legal entity named in the Purchase Order that has been accepted by Azimuth;
- "Consultant" means Azimuth;
- "Project" means the consultancy services to be provided as specified in the Purchase Order;
- "Premises" means the location or vessel where the Project is to be performed, as specified in the Purchase Order;
- "Contract" means the Contract between the Client and the Consultant consisting of the Purchase Order, these Terms and Conditions and any other documents (or parts thereof, including emails) specified in the Purchase Order;
- "Purchase Order" means the documents (including emails) setting out the Client's requirements for the Contract and the Consultant's requirements for the payment of fees and expenses.

### **2. The Project**

- 2.1 The Consultant shall complete the project with reasonable skill, care and diligence in accordance with the Contract.
- 2.2 The Consultant shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require.
- 2.3 The Client reserves the right by notice to the Consultant to modify his requirements in relation to the project and any alteration to the Contract fee or the completion date arising by reason of such modification shall be agreed between the parties. Failing agreement, the matter shall be determined by arbitration in accordance with the provisions of Condition 14.

### **3. Consultant's Personnel**

- 3.1 The Consultant shall make available for the purposes of the project any individuals named in the Purchase Order as key personnel. The Consultant shall provide the Client, if so requested, a list of the names and addresses of all others regarded by the Consultant as key personnel and, if and when instructed by the Client, all other persons who may be at any time concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require.

- 3.2 The Consultant shall obtain consent from any individual before providing to the Client any personal information.
- 3.3 The Consultant may at any time by notice to the Client designate any person concerned with the Project or any part of it as a key person. The Consultant shall not without the prior written approval of the Client make any changes in the key personnel referred to in paragraph 3.1.
- 3.4 The Consultant shall take the steps reasonably required by the Client to prevent unauthorised persons being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Consultant shall take all reasonable steps to comply with such notice.
- 3.5 The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, and as to whether the Consultant has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
- 3.6 The Client shall bear the cost of any notice, instruction, or decision of the Client under this Condition.

### **4. Fees and Expenses**

- 4.1 The Client shall pay to the Consultant fees at the rate and at the times specified in the Purchase Order on presentation of the Consultant's invoice. Value Added Tax where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 4.2 The Consultant shall be entitled to be reimbursed by the Client the amount of all expenses reasonably and properly incurred by him in the performance of his duties plus a surcharge of 10% to cover administration hereunder subject to production of such evidence thereof as the Client may reasonably require.
- 4.3 Unless otherwise stated in the Contract, payment will be made within 14 days of receipt of invoices for work completed.

### **5. Audit**

- 5.1 The Consultant shall keep and maintain until 1 year after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Consultant or in connection with any employees of the Consultant paid for by the Client on a time charged basis.

# Azimuth Nautical Solutions Ltd. - Consultancy Services

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5.2 The Consultant shall on request afford the Client or his representatives such access to those records as may be required by the Client in connection with the Contract.

### **6. Corrupt Gifts or Payments**

The Consultant shall not offer or give, or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refrain from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the Client or for showing or for refraining from showing favour or disfavour to any person in relation to this or any such Contract.

### **7. Copyright**

- 7.1 All reports, other documents and materials and computer software and the copyright or similar protection therein arising out of the performance by the Consultant of his duties hereunder shall remain vested in the Consultant absolutely.
- 7.2 The provisions of this Condition 7 shall apply during the continuance of this Contract and after its termination, howsoever arising.

### **8. Indemnities and Insurance**

The Client shall indemnify and keep indemnified the Consultant, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Client, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused solely by the wilful misconduct of the Consultant, his servants or agents.

The Client accepts that the Consultant is protected by limited professional liability insurance. The Client agrees that the Consultant shall not be liable for any consequential or incidental damages whether arising from negligence or otherwise (including but not limited to any financial loss and loss of business or profits) or for failure to meet any duties even if the Consultant or its representatives have been advised of the possibility of such damages arising.

### **9. Liability**

Without prejudice to Clause 8, the consultant shall be under no liability to the client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising including if the same is proved to have

resulted solely from the negligence, gross negligence or wilful default of the Consultant or any of its employees, agents or sub-contractors. The Contractor accepts this clause as reasonable.

### **10. Confidentiality**

The Client shall keep secret and not disclose and shall procure that his employees keep secret and do not disclose any information, computer software and documents obtained by him by reason of this Contract. The provisions of this Condition 9 shall apply during the continuance of this Contract and after its termination howsoever arising.

### **11. Termination**

11.1 The Client shall notify the Consultant in writing immediately upon the occurrence of any of the following events;

Where the Client is a company, if the company passes a resolution for winding up or the court makes an administration order or a winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

11.2 In the occurrence of any of the events described in paragraph 11.1 or if the Client shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 10 days of being required by the Consultant in writing to do so the Consultant shall be entitled to terminate this Contract by notice to the Client with immediate effect at which time the entire contract price shall become immediately payable by the Client to the Consultant.

11.3 Termination under paragraphs 11.2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to either party and shall not affect the continued operation of Conditions 7 and 9.

### **12. Assignment and Sub-Contracting**

Sub-Contracting any part of the Contract shall not relieve the Consultant of any obligation or duty attributable to him under the Contract for these Conditions.

# Azimuth Nautical Solutions Ltd. - Consultancy Services Terms and Conditions (2020)

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## **13. Notices**

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or facsimile transmission or email or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the purchase order shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## **14. Status of Contract**

Nothing in the Contract shall have the effect of making the Consultant the servant of the Client.

## **15. Arbitration**

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract and except to the extent to which special provision for arbitration is made elsewhere to the Contract, shall be referred to the arbitration of two persons one to be appointed by the Client and one by the Consultant in accordance with the provisions of the prevailing Arbitration Act or any statutory modification or re-enactment thereof. The parties agree that the powers to order relief on a provisional basis under Section 39 of the Arbitration Act 1996 shall apply.

## **16. Rights of Third Parties**

The parties do not intend the terms of the Contract to be enforceable by third parties under the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **17. Headings**

The headings to Conditions shall not affect their interpretation.

## **18. Governing Law**

These Conditions shall be governed by and construed in accordance with English law and both the Consultant and the Client hereby irrevocably submits to the jurisdiction of England.