

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply: Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5 and Schedule 1. Commencement Date: has the meaning set out in clause 2.2. Conditions: these terms and conditions as amended from time to time in accordance with clause 13.8. Contract: the contract between the Company and the Client for the supply of Services in accordance with these Conditions. Associated: in relation to a company, that company, each and any subsidiary or holding company at the date of these Conditions of that company, and each and any subsidiary at the date of these Conditions of a holding company of that company Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. Order: the Client's order for Services as set out in the Client's purchase order form, or the Client's written acceptance of a quotation by the Company, or overleaf, as the case may be. Services: the services, supplied by the Company to the Client as set out in the Specification. Specification: the description or specification of the Services provided in writing by the Company to the Client. 1.2 Construction. In these Conditions, the following rules apply: 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); 1.2.2 a reference to a party includes its [personal representatives,] successors or permitted assigns; 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and 1.2.5 a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions. 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence the ["Commencement Date"]. 2.3 The Contract constitutes the entire agreement between the parties. The both parties acknowledges that neither has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. 2.4 Any samples, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force. 2.5 These Conditions apply to the Contract to the exclusion of any other terms that either party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. 2.6 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

3.1 This agreement shall continue for 12 months (Initial Term). The term of the agreement shall automatically extend for a further 12 months (Extended Term) at the end of the Initial Term and at the end of each Extended Term, unless either party gives written notice to the other party not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. 3.2 The Company shall supply the Services to the Client in accordance with the Specification in all material respects. 3.3 The Company shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. 3.4 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event. 3.5 The Company may give notice to the Client of any changes to the Services by giving Notice in writing to the Client as set out in clause 13.3. 3.6 The Company warrants to the Client that the Services will be provided using reasonable care and skill.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall: 4.1.1 ensure that the terms of the Order are complete and accurate; 4.1.2 co-operate with the Company in all matters relating to the Services; 4.1.3 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and 4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start to the best of their knowledge. 4.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default): 4.2.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company's performance of any of its obligations; 4.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and 4.2.3 the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be calculated in accordance with the details set out in the attached schedule. 5.2 The Company reserves the right to increase its rates after the expiry of the "initial term". The Company will give the Client written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Client, it shall notify the Company in writing within 4 weeks of the date of the Company's notice and the Company shall have the right without limiting its other rights or remedies to terminate the Contract immediately by giving written notice to the Client. 5.3 The Company shall invoice the Client monthly in advance in respect of the Monthly Fee and shall invoice the Client monthly in arrears in respect of call charges, as set out in Schedule 2. 5.4 The Client shall pay each invoice submitted by the Company: 5.4.1 within thirty days of the date of the invoice; and 5.4.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract. 5.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value

added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. 5.6 Without limiting any other right or remedy of the Company, if the Client fails to make any payment due to the Company under the Contract by the due date for payment (Due Date), the Company shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding quarterly. 5.7 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counter-claim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client. 5.8 Company may charge an additional administration fee, plus interest on the sum due, from the date when such payment was due until the date of actual payment at a rate per annum of 4% above the base rate from the Barclays PLC. Such interest shall accrue from day to day and shall be compounded annually. Furthermore, in certain circumstances the Company may disclose such failure to pay to a debt collection agency or a credit reference agency. The registered Client, its company and the company directors are all jointly and severally liable for the charges incurred. 5.9 The Company reserves the right to suspend the Services should the Client fail to pay invoices when they fall due.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company. 6.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Client.

7. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a

confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in these Conditions shall limit or exclude the either parties liability for: 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; 8.1.2 fraud or fraudulent misrepresentation; 8.1.3 human error; 8.1.4 errors which may occur by or in connection with information technology used in the provision of services; or 8.1.5 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). 8.2 Subject to clause 8.1: 8.2.1 the Company shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and except as expressly provided in these terms and conditions, the Company expressly disclaims, to the extent permitted by law, any further representations warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill. In particular, the Company shall not be liable to the Client for any mistakes made in connection with the Call Answering and Secretarial services. The Company shall not be liable in contract, tort (including negligence), statutory duty or collaterally or otherwise arising out of or in connection with these terms and conditions or for consequential, indirect or special loss or damage or any economic loss (including loss of revenues, profits, contracts, business or anticipated savings), in each case whether or not advised of the possibility of such loss or damage and howsoever- er incurred. 8.2.2 the Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract,

tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed whichever if the lower of the amount paid by the Client to the Company in the preceding 3 month period or £100 8.2.3 the Company will only be liable for one claim per year. 8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. 8.4 For the avoidance of doubt, the Company shall not be liable to the Client in the unlikely event of damage or loss caused to or suffered by the Client should a message not be relayed or be relayed inaccurately. 8.5 The Company, its servants or agents shall not be liable to the Client in any circumstances or to any extent whatever in respect of any damage caused to the Client unless written notice is received by the Company within 6 months of the occurrence of the act or the time of the omission of the Company, or its servants, alleged to give rise to any such liability. 8.6 This clause 8 shall survive termination of the Contract.

9. PROVISION FOR INDEMNITY BY THE CLIENT

9.1 In the event that the Company receives any valid legal claim from a third party as a direct consequence of the Company proceeding in accordance with a negligent or fraudulent instruction given to it by the Client relating to the Services provided by the Client under this Contract then the Client agrees to indemnify the Company in respect of any such claim.

10. LIMITATIONS

10.1 The Client undertakes that it will not during the period of this Contract, or within one year following termination thereof (howsoever the same may be determined) either: 10.1.1 knowingly offer employment or consultancy or similar arrangements in any call centre or incident management capacity to any person who shall be or shall have been a senior officer of the Company having managerial status during the subsistence of this contract and who has worked on the Services provided to the Client hereunder or 10.1.2 knowingly employ or enter into consultancy arrangements with any firm or company managed or controlled by such person (whether alone or jointly) as is referred to in paragraph (a) above to supply a service similar to that provided by the Company hereunder

11. TERMINATION

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if: 11.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to

remedy that breach within 30 days of that party being notified in writing of the breach; 11.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; 11.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; 11.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; 11.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order; 11.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; 11.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); 11.1.8 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; 11.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; 11.1.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.9 (inclusive); 11.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or 11.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment or otherwise suspend the Services whereupon in each such case the Company shall have no liability to the Client. 11.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 3 months' written notice in accordance with clause 3.1. 11.4 Upon termination of the Contract by the Client, for a reason other than a material breach by the Company, the Client will be liable to pay the Company a sum equivalent to the value of the remainder of the retainer under this Contract, a sum equivalent to the Client's average monthly bills calculated on the basis of the monthly bills invoiced during the term of the Contract until the date of termination of the agreement, scripting costs plus £1,000 for training. 11.5 Without limiting its other rights or remedies, the Company shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and the Company if the Client becomes subject to any of the events listed in clause 11.1.2) to clause 11.1.12, or the Company reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason: 12.1.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt as set out in the schedule 1. 12.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and 12.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. GENERAL

13.1 Force majeure: 13.1.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil

commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Companies or subcontractors.

13.1.2 The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.1.3 If the Force Majeure Event prevents the Company from providing any of the Services for more than two weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client. 13.2 Assignment and subcontracting: 13.2.1

The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Associated company. 13.2.2 The Client shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract unless to a company wholly owned or a group company of the Client. 13.3

Notices: 13.3.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. 13.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at [9.00 am] on the [second] Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed on the next Business Day after transmission. 13.3.3

This clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail. 13.4 Waiver: 13.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law. 13.5 Severance:

13.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. 13.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. 13.6 Legal Status:

No party shall have authority to act as agent for, or to bind, the other party in any way. 13.7 By signing this agreement each party gives its consent to the recording off all telephone calls made between the parties.

13.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Company, or sent and acknowledged by e-mail. 13.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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