

Version 1.0 02.08.2011

The Client acknowledges that, unless otherwise expressly agreed in writing between the Parties these Conditions of contract apply to the exclusion of any other terms and conditions.

1. INTRODUCTION

This document (together with any documents referred to in it) tells you the terms and conditions upon which Eco Outsource supply its services to you.

2. CONSULTANT'S DUTIES

- 2.1. Subject to the terms of this Agreement, Eco Outsource shall exercise reasonable skill, care and diligence in the performance of the Services and in accordance with the standards of a qualified and competent environmental consultant experienced in carrying out work of a similar scope and complexity.
- 2.2. Eco Outsource will perform the Services generally in accordance with the Proposal, but reserves the right to vary the Services if it appears reasonably necessary to do so either as a result of site conditions, environmental or health and safety factors, or the discovery of any other information, which has a material effect on the Services. In the event of a variation in the Services due to the reasons described above or in the event that the Client requests a variation to the Services, the Consultant shall notify the Client promptly of the costs of such variations and the Client shall pay such additional costs incurred at the rates set out in the Proposal, or for such agreed sum as is agreed between the Parties in writing.
- 2.3. Eco Outsource will take all reasonable precautions to avoid damage to property belonging to the Client or any third party.

3. TERMS AND CONDITIONS OF CONTRACT FOR ENVIRONMENTAL CONSULTANCY

Eco Outsource may use sub-contractors, sub-consultants and/or agents to perform part of the Services. In such event, Eco Outsource shall exercise all reasonable care to ensure that such sub-contractors, sub-consultants and/or agents are appropriately skilled and experienced in relation to the work, which they are instructed to carry out.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client acknowledges that in agreeing to provide the Services, Eco Outsource has relied upon the Client to make full disclosure of all Relevant Information. The Client shall transmit promptly to Eco Outsource any new Relevant Information, which becomes available or any other information, which may materially affect the Services.
- 4.2. The Client shall provide free access to Eco Outsource to any relevant information.
- 4.3. The Client shall, at its own expense, promptly provide free access to the Site or where the Client is not the site owner, use its best endeavours to procure such access.
- 4.4. If the Client suspects at any time that any part of the Services is not being performed in accordance with the terms of this Agreement, the Client shall immediately notify Eco Outsource and allow Eco Outsource reasonable time to take appropriate corrective action.

5. PAYMENT

- 5.1. Unless agreed in writing by the Parties (where it may be agreed that an advance or part payment shall be made prior to or during the performance of the Services) Eco Outsource shall submit invoices on completion of the Services.
- 5.2. Where it has been agreed that Eco Outsource shall receive an advance payment prior to the commencement of the Services but the Client subsequently decides not to proceed, or is unable to proceed with the Services, then Eco Outsource shall refund the advance payment less any costs incurred by the Eco Outsource.
- 5.3. The Client shall pay for invoices no later than thirty (30) days after the invoice date.
- 5.4. The Client shall be liable to pay interest on overdue accounts at five percent above the rate charged by Co-Op Banking.
- 5.5. In order to continually improve the quality of our work, Eco Outsource will actively seek feedback prior to submitting an invoice for work completed. A formal monthly summary report of project progress can be provided on request.

6. LIABILITY OF THE CONSULTANT

- 6.1. Subject to the other sub-clauses of this clause 6, the Consultant's liability shall be limited to the extent of any loss, damages, injury, expenses, costs (including legal costs) that are directly caused by the failure of the Consultant or any subconsultant, sub-contractor or agent to carry out the Consultant's Duties in accordance with Clause 3.
- 6.2. If the Client becomes aware of circumstances which might give rise to a claim against the Consultant, it is a condition precedent to the liability of the Consultant that the Client shall give notice of such circumstances to the Consultant with sixty (30) days of the Client becoming aware of them.
- 6.3. The Consultant's liability under this Agreement shall end six (2) years from the date when the Services were completed.
- 6.4. Neither Party shall be liable to the other for any loss of profit, loss of revenue, business interruption, or any indirect or consequential losses incurred by the other Party, whether caused by negligence, breach of duty (statutory or otherwise), breach of contract or otherwise and whether or not such losses were foreseeable at the time of entering this Agreement.
- 6.5. Nothing herein shall exclude or limit the either Party's liability to the other in respect of any fraudulent misrepresentation made by it, or in respect of death or personal injury caused by its negligent errors, acts or omissions.

7. INSURANCE

Eco Outsource maintains professional indemnity insurance provided such insurance is available in the market at commercially reasonable rates and terms, in respect of the

Services and shall upon request provide evidence that such insurance coverage is provided up to the Limit of Liability.

8. FORCE MAJEURE

8.1. Neither Party shall be liable for any delays or failure to perform any obligations because of Force Majeure. In the event of Force Majeure, both Parties shall use all reasonable endeavours to overcome any difficulties thereby arising and shall resume their respective obligations under this Agreement as soon as is reasonably possible.

8.2. If Force Majeure continues for more than ninety (90) days, either Party may terminate this Agreement by written notice to the other. The Consultant shall be entitled to charge the Client for all Services performed prior to the Force Majeure in accordance with the Price together with all expenses reasonably incurred by or accruing to the Consultant during the Force Majeure period.

9. TERMINATION

9.1. Either Party may by written notice terminate this Agreement if the other substantially fails to perform its obligations under this Agreement, provided that the terminating Party has first given the other Party not less than ten (10) days written notice to the other specifying the default and referring to this clause, and the default has not been remedied prior to termination taking place.

9.2. The Consultant may by written notice terminate this Agreement immediately if the Client has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or enters into liquidation (whether voluntary or compulsory) or if any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

9.3. In the event of termination for any cause whatsoever, the Consultant shall be entitled to be paid for Services performed up to the date of termination.

10. TERMINATING ONGOING SERVICES

10.1. Some of the Services Eco Outsource provides are available for either a fixed period or unspecified period of time (such as the Virtual Environmental Manager service). In this clause these services are referred to respectively as 'Ongoing Fixed Term Services' and 'Ongoing Non-Fixed Term Services'.

10.2. Either Party may by written notice terminate any Recurrent Fixed Term Services and Recurrent Non-Fixed Term Services if the other substantially fails to perform its obligations under this Agreement, provided that the terminating Party has first given the other Party not less than ten (60) days written notice to the other specifying the default and referring to this clause, and the default has not been remedied prior to termination taking place.

11. LINKING TO THE WEBSITE

You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent. Eco Outsource reserve the right to withdraw consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

12. CONFIDENTIALITY

12.1. Eco Outsource will treat any information about your business in our possession as confidential.

12.2. We may use information we hold to provide information to you about other products and services that we feel may be appropriate and to keep you informed on relevant issues. If you do not wish to receive marketing information from Eco Outsource or for us to disclose information about you to other parties for marketing purposes then please contact us.