



## Blackstone Standard Terms of Service

Blackstone Consultancy Limited (Company No 6505005) with its registered office at Owl Lodge, Tubwell Lane, Crowborough, England, TN6 3RJ (the “company”) only supplies Services on these Terms and Conditions. The person or entity receiving the Services (“you, or the “customer”), will only purchase the Services on these Terms and Conditions save as expressly set out in the SLA or Proposal (henceforth shown as “SLA/Proposal”). Please read these Terms and Conditions carefully.

If you are acting for or on behalf of the customer, you confirm that you are duly authorised to bind the customer to these Terms and Conditions.

Where for any reason these Terms and Conditions have not been accepted by signature, these Terms and Conditions shall be deemed accepted by you by your acceptance of the Services provided that the company has made these Terms and Conditions available to you in advance. These Terms and Conditions shall supersede all other agreements, terms or similar provided by you to the company including any of the same set out in any purchase orders or similar documents.

Whereby it is agreed as follows:-

### 1. Definitions and Interpretation

**Agreement:** the agreement formed pursuant to the SLA/Proposal which incorporates these Terms and Conditions.

**Commencement Date:** means the earlier of: (i) the date for supply of Services set out in the SLA/Proposal; or (ii) the date on which the company starts to supply the Services.

**Confidential Information:** means information (in any format – including electronically stored information and tangible embodiments in whatever form (including back-ups)) that is of a nature that a reasonable person would (in all the circumstances) consider confidential, including, without limitation, information concerning a party’s business operations or affairs (including research and development efforts, inventions, drawings, models, trade secrets, know-how, recipes and formulae, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with suppliers and customers, finances, personnel, computer software, and algorithms).

**Data Protection Schedule:** means any schedule provided by the company for your agreement

**Deliverables:** means any outputs of the Services.

**Fee:** means the fees and/or charges for providing the Services as set out in the SLA/Proposal or as otherwise agreed between the parties in writing.

**Initial Period:** means unless expressly stated otherwise in a SLA/Proposal, 12 months from the Commencement Date.

**Proposal:** means the proposal entered into between the parties which incorporates these Terms and Conditions.

**Services:** means the security and/or investigative services provided by the company as set out in the SLA/Proposal.

**SLA:** means the service level agreement entered into between the parties which incorporates these Terms and Conditions.

**Terms and Conditions:** means these terms and conditions.

### 2. Provision of the Services

The company shall from the Commencement Date supply the Services and Deliverables subject to these Terms and Conditions.

### 3. Term and Cancellation

3.1. Unless otherwise terminated pursuant to clause 9, this Agreement shall commence on the Commencement Date and shall continue to remain in force until the SLA/Proposal entered into between the parties expires in accordance with its terms at which stage it shall automatically terminate.

3.2. Where the supply of Services is for a fixed period, unless otherwise specified in the SLA/Proposal you cannot cancel the supply of Services without the company’s written approval. The SLA/Proposal shall automatically expire at the end of that fixed period.

3.3. Where the supply of Services is for a continuous period, unless otherwise specified in the SLA/Proposal you cannot cancel the supply of Services without the company’s written approval during the Initial Period. At the end of the Initial Period, the supply of Services shall automatically extend for a period equivalent to Initial Period (“Renewal Period”) and shall continue to do so at the end of each subsequent Renewal Period unless either party notifies the other at least 30 days prior to the conclusion of the Initial Period or then current Renewal Period that it wishes to cancel the supply of Services in which case the SLA/Proposal shall automatically expire at the end of the Initial Period or then current Renewal Period.



**4. Fees and expenses**

- 4.1. The customer shall pay the Fee which shall be paid on the dates and in the manner as set out in the SLA/Proposal.
- 4.2. Where the SLA/Proposal does not clearly specify: (i) when the customer can invoice for the provision of Services, the company shall be entitled to invoice in advance of the provision of Services; and (ii) calculation of Fees, the company shall be entitled to change the customer on a time and materials basis at its then current charge-out rates.
- 4.3. Fees are exclusive of VAT and other taxes. The customer shall pay each invoice submitted to it by the company within 21 days of receipt to the bank account set out in the invoice or as notified by the company to the customer in writing from time to time.
- 4.4. Without limiting any other right or remedy that the company may have, if the customer fails to pay the company any sum due to the company on the due date, the company reserves the right to:
  - 4.4.1. charge interest on all outstanding sums at a rate of 8% above the base rate of Bank of England's base rate or the maximum rate permitted by statute (whichever is greater); and/or
  - 4.4.2. immediately suspend provision of all Services without penalty until all outstanding sums are paid.
- 4.5. The customer will fully reimburse the company for all reasonable costs and expenses (plus VAT), properly incurred by it in relation to the provision of the Services following submission of an invoice for the same by the company.

- 5.1.5. provide and/or maintain any specified item or service, which the customer has agreed to provide and which is necessary for fulfilling the assignment; and
- 5.1.6. obtain and maintains all necessary licenses and consents, and comply with all relevant legislation as required to enable the lawful discharge of the company's obligations hereunder.

- 5.2. The customer understands and accepts that the company will not enter into any commitment that would involve assuming the powers or responsibilities of the civil police.
- 5.3. The customer is obliged to identify and consult with the company on any specific health and safety requirements that apply, or are likely to apply, in respect of the provision of the Services prior to the provision of any such Services.

**6. Company Liability and Insurance**

- 6.1. Any reference to liability under this provision includes every kind of liability arising under or in connection with the Agreement and the supply and receipt of the Services including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 6.2. The company shall not be liable for any: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software; (vi) data or information; (vii) loss of or damage to goodwill; or (viii) indirect or consequential loss.
- 6.3. The company has in place the following insurances with the following indemnity limitations:-

(a) UK Employees Liability	£10,000,00.00
(b) Public and Products Liability	£5,000,000.00
(c) Professional Indemnity (Worldwide)	£2,000,000.00
(d) Personal Accident (as per country)	£250,000.00

- 6.4. The company reserves the right to amend or change its insurances and/or limits thereof at any time by notifying you in writing.
- 6.5. The company's total and aggregate liability shall not under any circumstances exceed the company's

**5. Customer responsibilities**

- 5.1. In order to enable the supply of the Services, you must ensure that you:
  - 5.1.1. co-operate with the company on all matters relating to the Services.
  - 5.1.2. provide the company with clear instructions in relation the Services to be undertaken;
  - 5.1.3. provide all reasonably requested information and that such information is accurate and up to date;
  - 5.1.4. provide the company with access to your resources, premises and materials necessary to provide the Services;



insurance limits set out at clause 6.3 or otherwise obtained by the company under clause 6.4. For the avoidance of doubt, the company's liability to the customer in respect of each of the insured risks above shall not exceed their respective limits set out at clause 6.3 or as otherwise amended under clause 6.4. Without prejudice to the generality of the foregoing, the company's cap on liability as set out above includes any liability which arises from or is in connection with: (i) any act of neglect or default whether wilful or otherwise; (ii) any breach of warranty obligation or conditions; (iii) any criminal act; and/or (iv) any fundamental breach of this Agreement by the company or its employees, workers or contractors.

6.6. The company shall not be responsible nor liable for any non-performance of, or delay to the delivery of, the Services or Deliverables which is caused by any act or omission by the customer.

6.7. If the company is prevented, hindered or delayed in or from performing its obligations under this Agreement by an circumstance not within the company's reasonable control including acts of war, terrorism, strikes, lock-outs, labour disputes, adverse weather conditions, transport delays, accidents, mechanical breakdowns, sickness, pandemic, epidemic, lock-downs, government action, obstruction of any public or private road or highway, it shall not be liable or responsible for any such failure or delay in performance of such obligations.

6.8. The company shall not under any circumstances be liable for any loss, damage or injury suffered by the customer resulting from any burglary, theft, fire or any other criminal or tortuous act default or omission (whether under Common Law or statutory duty or otherwise) by any person whatever including any contractor worker or employee of the company unless in the case where such act, default or omission performed by the company's contractor, worker or employee could reasonably have been foreseen and avoided by the company.

## 7. Customer Liability and Insurance

7.1. The customer shall obtain insurance from a reputable insurance provider to cover its liabilities under the Agreement.

7.2. The customer will indemnify and hold harmless the company against any and all claims, liabilities, losses

or damages suffered or incurred by the company or any of the company's contractors, workers or employees arising from or in connection with: (i) any breach by the customer of these Terms and Conditions; (ii) any act of negligence or other tortuous act of the customer, his servants or agents, (iii) the unsafe condition of the customer's premises; or (iv) any other cause beyond the company's control for which the customer is responsible.

7.3. If any employee of the company is instructed by the customer, his servants or agents, to do any act not within the scope of the company's duty under this Agreement, she/he shall be deemed to do so as the customer's servant or agent.

## 8. Confidentiality and Data Protection

8.1. For the avoidance of doubt, the customer's Confidential Information includes: (i) Confidential Information the customer, or a person acting on its behalf, provides to the company, or permits the company to access, in connection with this Agreement; or (ii) Confidential Information relating to the customer contained in any Deliverables (subject to clause 8.2).

8.2. The Deliverables are strictly confidential in nature. Unless expressly agreed otherwise, neither party shall share the Deliverables with any third parties, or publish or publicly disseminate the Deliverables.

8.3. Each party shall:

8.3.1. hold the other's Confidential Information in strict confidence and keep it secure, applying to any such information at least the same standard of care with which it treats its own proprietary and confidential information (and in any case not less than a reasonable standard of care);

8.3.2. seek to access the other's Confidential Information and use such information, in each case only: (i) for the purpose of performing its obligations hereunder; and (ii) in accordance with these Terms and Conditions.

8.4. The company shall be entitled to disclose the customer's Confidential Information to third parties strictly in order to provide the Services, including, without limitation, its employees, workers,



contractors, agents, affiliate companies and third party advisors.

8.5. The parties shall comply with the Data Protection Schedule.

## 9. Termination and Restrictions

9.1. The company may terminate the Agreement by providing written notice, where: (i) provision of the Services might expose it to the risk of criminal or civil liabilities or penalties; (ii) provision of the Services might bring the company into disrepute; (iii) it reasonably believes that the customer is using the Services to pursue any activity which is not compliant with applicable law; or (iv) where the company is in material breach of these Terms and Conditions.

9.2. On termination of the Agreement:

9.2.1. the customer shall immediately pay to the company all outstanding unpaid invoices, and in respect of Services supplied but for which no invoice has been submitted, the company may submit an invoice which shall be payable immediately on receipt;

9.2.2. any clauses which are intended to survive termination shall continue in full force and effect.

9.3. The customer shall not during the term of this Agreement and 12 months after its expiry (except with the company's prior written consent) directly or indirectly:

9.3.1. solicit or entice away (or attempt to solicit or entice away) from the employment or engagement of the company any person who is, at any time during the term of this Agreement, in the employment or engagement of the company; and

9.3.2. contact or interfere or have dealings with any person who is, at any time during the term of this Agreement, in the employment or engagement of the company which results directly or indirectly, in the person ceasing to supply or substantially reducing such supplies or services to the company.

9.4. If the company is in breach of this clause 9.3.1, then the customer shall pay on demand to the company as liquidated damages the total value of 50% of that person's current annual salary at the time of their exit from the company. For the avoidance of doubt,

where a person is engaged for less than a 12 month period then that person's salary shall be calculated as if he/she was engaged for 12 months.

9.5. The parties confirm that the restrictions in clause 9.3 and the liquidated damages set out in clause 9.4 are reasonable and proportionate to protect the company's legitimate interests.

## 10. General

10.1. In some circumstances the company may outsource the services to a third party sub-contractor. The company will ensure that appropriate insurances and accreditations are in place and will regularly check these documents.

10.2. The company shall have the status of an independent contractor and nothing in the Agreement or by virtue of performing its obligations hereunder shall be taken as creating a relationship of employer/employee, employer/worker, agent/principal, partnership or joint venture between the customer and company and/or its personnel, consultants, sub-contractors or staff.

10.3. This Agreement shall constitute the entire contract between the parties hereto and shall supersede the provisions of any previous contract, warranty, and representation made or given in relation to the services specified in the schedule hereto. No variation of this Agreement shall be of any effect unless agreed in writing and signed by a director of the company. No waiver of rights under this Agreement shall be effective unless given in writing.

10.4. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement or the remaining part of the provision.

10.5. This Agreement shall be governed by the law of England and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).