

“Lima Sierra Associates”

Terms and Conditions of Business

January 2012

Definitions

"The Company" means Pirin Consulting Ltd trading as "Lima Sierra Associates" or any relevant associated company with whom the contract is made as specified in the formal written acceptance of a Client's order.

"Client" means the person, firm, company, organisation, corporation or public authority whose order for services is accepted by the Company.

"Conditions" means the terms and conditions contained in these Terms and Conditions of Business.

"Order" means the Client's verbal or written order to the Company for the supply of Services.

"Services" means the services supplied by the Company to the Client under the contract of which these conditions form part.

Terms of acceptance of orders

1. Contracts are made and orders accepted only upon and subject to these Conditions. All other conditions are hereby excluded unless expressly accepted in writing by the Company. Each of these Conditions constitutes an entirely separate and independent provision so that if any of them are held to be invalid for any reason this shall not affect the remaining provisions which shall continue in full force and effect.
2. In entering into a contract with the Company the Client acknowledges that the contract has not been induced by any representations orally or in writing made by the Company, its servants or agents.
3. No quotation or estimate given or made by the Company shall form an offer capable of acceptance by the Client. A binding contract shall only be created upon the acceptance in writing or verbally by the Company of the Client's Order, at which point the Client will be deemed to have accepted the Company's Terms and Conditions. The Company may, in its absolute discretion, accept or reject any Order placed by the Client.
4. Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
5. In the event of inconsistency between the Order and the confirmation of such Order the confirmation of the Order shall be conclusive evidence of the Services ordered by the Client.
6. These Conditions replace all previous conditions, agreement or understandings between the Company and the Client, whether in writing or verbal, relating to the Services detailed in the Order.

Cancellation / Exchanges/ Returns

7. Orders for services may only be cancelled by the Client with the written consent of the Company.
8. The client is entitled to change or amend equipment that are ordered and supplied. Where a change or return of equipment ordered is required the company will:
 - Amend the order as required but all additional costs incurred by the company for doing so will be paid by the customer.
 - Exchange equipment like for like where any fault is indicated within 28 days and the fault is covered by the manufacturer's warranty.
 - Not accept the return of equipment where specific negligent damage has been caused to the equipment not already covered under manufacturer's warranty.

9. The Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and equipment), damages, charges and expenses incurred by the Company as a result of cancellation. With regard to loss of profit, the following rates shall apply:

- For Orders cancelled within 48 hours of the commencement date of the Order, the Company shall be entitled to claim the full invoice value of the Order;

- For Orders cancelled within 2 weeks of the commencement date of the Order but within more than 48 hours of the commencement date of the Order, the Company shall be entitled to claim fifty per cent of the invoice value of the Order;

- For all other orders cancelled by the Client, the Company shall discuss the arrangements already made at that point and make a charge in relation to use of resources and any loss of profit.

Prices and payment

10. Where an hourly rate has been agreed, all undertakings will be charged for a minimum of 6 hours.
11. Quotations are based on the current cost of supplying the Services and are subject to increase or decrease to take account of any fluctuation in the price of equipment, labour, transport or other relevant costs.
12. Any quotation by the Company will lapse if not accepted in writing within 30 days. Where quotations are given in advance of work being carried out and subsequent work is required to be started. The company will take the request via verbal, email, sms or by written purchase order or contract communication as acceptance of the quotation and these terms and conditions.
13. All payments are due within [14] days of the date of the invoice. We reserve the right to charge interest on any invoice not paid within 30 days from the date of invoice.
14. Unless expressly stated otherwise all prices quoted are ex works. Any applicable value added tax (VAT) or any other sales tax or excise duties paid or payable by the Company shall be added to the price and shall be payable by the Client. While the Company will endeavour to ensure that VAT is taken into account in any quotation or invoice, where for any reason VAT is not charged and is subsequently found to be payable, the amount of VAT will be paid by the Client on receipt of a VAT invoice.
15. Where payments are made to the company, all transfer, banking fees and currency exchange fees shall be paid by the customer to ensure that the company is in receipt of the exact billed / invoiced amount.
16. The Company shall recover from the Client all out-of-pocket expenses incurred by the Company as a direct result of Services undertaken for the Client, including, but not limited to, the procurement of equipment, hotel and travelling expenses, congestions charges and parking charges. Where reasonably practicable, such items will be detailed in the quotation. Should additional items that were not contained in the quotation be required, the Company will where reasonably practicable seek prior approval from the Client.
17. Where a specialist consultant is required by the Company for the proper performance of the Services, the fees of such consultant shall be the responsibility of the Client. The Company hereby excludes all liability in respect of the provision of services by such consultant. The Company will however assist the Client in any claims against such consultant subject to the Client indemnifying the Company in respect of its reasonable costs.

18. There will be an annual review of rates in January of each year to be implemented on 5th April each year. When deciding a rate increase (if any) the following factors will be taken into consideration:

- Inflationary Increases
- Training requirements
- Equipment Requirements
- Out of Pocket Expenses
- Administration
- Supervision and Management of Operations

Late Payment

19. When payment of any of the Company's invoices is overdue the Company may:

- Charge and recover interest from the Client at the rate of 4% per annum above The Bank of England base rate from time to time from the due date until payment. A monthly increment of 2% will be added to the total due at the end of monthly periods on an accrual basis on all payments for invoices over 30 days outstanding;
- Suspend its performance of the Order to which the invoice relates and/or of any other Order then subsisting between the Client and the Company.
- In the event of legal action being taken by the Company against the Client for breach of payment obligations, the Client shall be responsible for all costs and disbursements on a full indemnity basis.

Withholding of Information

20. The Client must not withhold information from the Company, whether deemed relevant or irrelevant by the Client, including, but not limited to, information about a particular threat or risk or medical information relating to the Client's Order.

21. The Client must notify the Company immediately of any changes to any information provided to the Company relating to the performance of the Services.

22. The Client must notify the Company immediately of any additional information relating to the performance of the Services.

23. In the event that information has been withheld by the Client and the Company has not started to perform the Services, the Company will carry out another assessment of the Client's Order which shall, in addition to any other costs incurred, be paid for by the Client.

24. In the event that information has been withheld by the Client and the Company has started to perform the Services, the Company may suspend its performance of the Services or any other Order then subsisting between the Client and the Company and recover from the Client on demand all costs and losses incurred as a result of such withholding of information.

25. Notwithstanding clause [20], the Company shall not be liable for death or personal injury or for breach of contract or tort arising from the Client's failure to provide information to the Company and the Client hereby indemnifies the Company against any and all claims arising from the Client's failure to provide information to the Company.

Staff

26. The Client authorises any suitably qualified employee, agent or independent consultant or contractor of the Company to perform the Services. Where the services of a specific employee, agent or independent consultant or contract of the Company have been agreed, no substitution will be made without the prior agreement of the Customer, unless this is not reasonably practicable.

27. The Company warrants and represents that any employee, agent or independent consultant or contractor of the Company assigned to perform the Services is properly trained and experienced to perform the Services, and will do so in a professional manner and with due care and skill.

28. In performing the Services, the Company agrees to comply with all reasonable requirements of the Client and will perform the Services in compliance with all applicable laws.

29. The Company will not comply with any requirement of the Client to perform any illegal or unlawful act.

Client's obligations

30. The Client must not, without prior notification to and written consent of the Company, appoint any other person, firm or company to perform services of the same or similar nature to those being performed by the Company during the period contemplated by any Order.

31. The client should give appropriate notice to terminate any order for services under contract. Where no written contract is in place, 30 days notice are required if a specified period is not indicated in orders and the assignment is an on-going task. The company will be entitled to claim for any loss of profit should any notification not be received.

32. The client shall be liable for loss of profit, the cost of recruitment and the training of new staff should they require the direct engagement of the companies employees, self-employed agents deployed for any period. The company will be entitled to claim 17% of any annual salary on top of the above mentioned costs as a commission for the recruitment of any employee or self-employed agent or consultant.

33. The Client should be aware that the Company requires all of its employees and self-employed agents to enter into covenants restricting their activities both during and after their employment or engagement. The Company will rigidly enforce such restrictions in the event of a breach of suspected breach by an employee or agent. All third parties are therefore advised not to encourage employees or agents to breach the terms and conditions of their employment or engagement.

Regulations

34. The Company is regulated by the Security Industry Authority ("SIA") and the British Standards Institute ("BSI"). The company is a signatory company to the "International Code of Conduct"

Associations

35. The Company is a member of the following voluntary organisations:

- Association of British Investigators
- Association of Security Consultants
- World Association of Professional Investigators
- American Society for Industrial Security
- Security In Complex Environments (SCEG)

36. and agrees to honour the spirit and provisions of any Code of Conduct of the above Associations, from time to time in force.

Force Majeure

37. The Company shall not be liable for non-performance in whole or in part of its obligations if such non-performance is due to acts of God, war, insurrection, government regulations, embargoes, strikes, labour disputes, illness, fire, flood, tempest, the Royal Mail or other postal service or any other cause beyond the control of the Company. During the continuance of such contingency the Client may, by written notice to the Company, elect to terminate the Order and pay for work done and materials and labour used, but subject thereto will otherwise accept performance when possible.

Liability and Claims

38. Except for death or personal injury due to negligence of the Company or its employees the Company in no event shall any breach of contract or tort (including negligence) or failure of any kind on the part of the Company or its employees give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever even if the Company has been advised of the possibility of such losses.
39. All claims must be made in writing within 28 days of the occurrence of the event giving rise to a claim. The Company shall always be afforded a reasonable opportunity to correct a default before being in breach of its obligations. The Company shall not be liable in respect of any claim unless these requirements have been complied with except in any particular case where the Client proves that it was not possible to comply and the claim made as soon as reasonably possible thereafter.
40. Subject to the above the Company's entire liability howsoever arising shall be limited to damages which shall not exceed the price paid by the Client for the Services in respect of any one claim. A number of defaults which together result in or contribute to the same loss or damage

shall be treated as one claim.

41. Except as expressly stated herein, all conditions warranties representations and undertakings, express or implied, statutory or otherwise are excluded.

Waiver of Remedies

42. No forbearance, delay or indulgence by either party in enforcing the provisions of these Conditions shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach.

Law

43. These Conditions and the Order to which they relate shall in all respects be construed in accordance with English Law and the Client hereby submits to the exclusive jurisdiction of the English courts.

Notices

44. All notices which are required to be given by the Company or the Client shall be in writing and shall be sent in the case of a company to its registered office and in all other cases to the last known address of the recipient, or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered by hand or by first-class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first-class post 48 hours after posting and if by facsimile when despatched.

Data Protection

45. As required by the Data Protection Act 1998, the Company has registered with the Data Protection Commissioner its processing by computer of personal data. In general terms it contains a record of the types of personal data held by the Company on computer, the purposes for the data are held and other information relating to those data. The company authorised under registration for World Wide disclosure.