

## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES BY LIFE BUTLER LIMITED TO BUSINESSES

Your attention is particularly drawn to Clause 6 (Cancellation) and Clause 9 (Our Liability)

### 1 Definitions

1.1 In these terms and conditions the following definitions apply:

<b>Butler</b>	means the person or persons that is engaged by Us to provide the Services to you;
<b>Commencement Date</b>	means the date on which provision of the Services shall commence as specified in the Proposal;
<b>Confidential Information</b>	means any commercial, financial or technical information relating to the products, services, plans, know-how or trade secrets, which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
<b>Contract</b>	means the agreement between You and Us for the supply and purchase of the Services incorporating these Terms and the Proposal;
<b>Group</b>	means, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a <b>member of the Group</b> ;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, methodology, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which We are or may be entitled; and (f) in whichever part of the world existing;
<b>Order</b>	means Your order for the Services from Us as evidenced by Your signing the Proposal or confirming in writing that You wish to purchase the Services as set out in the Proposal ;
<b>Proposal</b>	means the written communication from Us setting out the Specification, price for the Services and any other relevant provisions. The Proposal may also be referred to as the Quotation;
<b>Quotation</b>	means the Proposal;
<b>Request</b>	means a request placed by You with Us to arrange the supply of services by a Butler;
<b>Services</b>	means the services to be arranged by Us for You, as set out in the Proposal;
<b>Specification</b>	means the description, specification or scope of the Services, as set out in the Proposal;
<b>Terms</b>	means the standard terms and conditions of business We have set out in this document;
<b>VAT</b>	means value added tax under the Value Added Taxes Act 1994 or any Goods or Services Tax or other local sale or fiscal tax applying to the supply of the Services;
<b>“We”, “Us” or “Our”</b>	means Life Butler Limited of 51 Long Street, Williton, Taunton, Somerset TA4 4QY registered in England & Wales under company number 09128510 whose details are set out in the Order, or Dive Butler International Limited or any member of its Group;

**“You” or “Your”** means the business that purchases Services from Us.

- 1.2 Unless the context otherwise requires:
  - 1.2.1 each gender includes the others;
  - 1.2.2 the singular includes the plural and vice versa;
  - 1.2.3 references to the Contract includes the Terms, the Order and its schedule (if any);
  - 1.2.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
  - 1.2.5 clause headings do not affect their interpretation;
  - 1.2.6 general words are not limited by example; and
  - 1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
  - 1.2.8 “written communications” or “communications in writing” shall include email communications.
  - 1.2.9 any signatures will be valid and legally binding if provided electronically.

## **2 Request, Proposal, Order and Formation of contract**

- 2.1 Upon receipt by Us of a Request from You, We will endeavour to provide you with a Proposal as soon as reasonably possible.
- 2.2 Proposals issued by Us are valid for 30 Business Days from date of issue. Proposals will be deemed to be an invitation to treat by Us to supply Services on and subject to the Terms, and do not constitute an offer to sell or supply. If You wish to purchase Services that are the subject of a Proposal, You will need to place an Order by signing and returning to Us the Proposal or confirming in writing that the Proposal is agreed by You.
- 2.3 These Terms apply to and form part of the Contract for the supply of the Services by Us to You. They supersede any previously issued terms and conditions of supply.
- 2.4 An Order will be deemed to be an offer to purchase Services from Us on these Terms.
- 2.5 Orders are not binding until accepted by Us in writing. We reserve the right at all times to reject any Order, in whole or in part, at our sole discretion, until we issue written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date). Therefore a contract will be formed upon the earlier to occur of:
  - 2.5.1 written acceptance by Us of Your Order; or
  - 2.5.2 the execution of a specific written agreement by both Us and You.

## **3 Price and payment**

- 3.1 The price for the Services will be as set out in the Proposal.
- 3.2 The price:
  - 3.2.1 does not include any reasonable project related expenses which will be charged in addition; and
  - 3.2.2 does not include Value Added Tax, Goods or Services Tax or other local sale or fiscal tax applying to the supply of the Services, which will (if applicable) be charged in addition at the prevailing rate.
- 3.3 The charges for the Services will be set out in the Proposal.
- 3.4 You agree to reimburse any expenses that the Butler reasonably incurs in order to provide the Services, including but not limited to travelling, accommodation and subsistence expenses.
- 3.5 We will invoice You as follows:
  - 3.5.1 50% of the cost of the Services as set out in the Proposal on acceptance of the Order by Us;
  - 3.5.2 The remainder of the cost of the Services, including any Services which are provided to You but which were not in the Proposal which formed the Contract, and any expenses incurred by the Butler in providing the Services, on completion of the provision of the Services to You.
  - 3.5.3 Any expenses or disbursements will be invoiced once they are incurred.
- 3.6 You will pay the invoices as follows (unless disputed in good faith):
  - 3.6.1 in full, without deduction or set-off other than as required by law, in cleared funds within 14 days of the date of invoice (or, if different, such period as is specified in the Proposal);
  - 3.6.2 to Our nominated bank account, the details of which are specified in the Proposal or confirmation of the Order;
  - 3.6.3 in US Dollars (USD) or such other currency as is appropriate and specified in the Proposal or confirmation of the Order. If the currency is not clearly stated, the parties may assume that it shall be USD.
- 3.7 Where sums due hereunder are not disputed in good faith and are not paid in full by the due date:
  - 3.7.1 We may, without limiting our other rights, charge interest on such sums at 3% per month;
  - 3.7.2 interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

#### **4 Provision of services**

- 4.1 We will arrange for the Butler to provide the Services to You in accordance with the Contract and the Specification.
- 4.2 The Services will begin on the Commencement Date and be performed until provision is complete or earlier termination of the Contract.
- 4.3 We will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an event of Force Majeure or Your failure to perform Your obligations under the Contract.
- 4.4 We may make any changes to the Services (or arrange for such changes to be made):
  - 4.4.1 needed to comply with local (the place at which the Services will be performed) applicable law or safety requirements; or
  - 4.4.2 which do not materially affect the nature or quality of the Services;and will notify You in advance of such changes.

#### **5 Cancellation**

- 5.1 If You cancel the Contract after We have accepted your Order, you shall be liable to pay to Us 50% of the cost of the Services as set out in the Proposal.
- 5.2 If You cancel the Contract within [30] days of the proposed commencement date for the provision of the Services, You shall be liable to Us for the remaining 50% of the cost of the Services as set out in the Proposal;
- 5.3 If You cancel the Contract after the provision of the Services has commenced but before completion of the Services, in addition to your liability under clauses 5.1 and 5.2, You shall be liable to pay for any additional Services provided before such cancellation and any disbursements incurred before the cancellation.

#### **6 Our obligations**

- 6.1 We will:
  - 6.1.1 arrange the provision of the Services using reasonable care and skill, in accordance with Your Request and reasonable instructions from time to time; and
  - 6.1.2 use our reasonable endeavours to ensure that any personnel used to perform the Services have appropriate skills and experience to carry out their duties.
- 6.2 Notwithstanding Our obligation under clause 5.1.2, the Butler will perform the Services and We do not provide any warranty or guarantee as to the accuracy of the representations of the Butler in respect of his or her qualifications, experience etc.
- 6.3 Although we will use all reasonable endeavours to plan an appropriate itinerary, the itinerary (if applicable) is a suggested route only and We will not be responsible for the itinerary, which will be undertaken at your own risk, taking into account professional navigation techniques and procedure and local or international law.

#### **7 Your obligations**

- 7.1 You will pay the price for the Services in accordance with the Contract.
- 7.2 You will:
  - 7.2.1 provide Us access to the location and other sites and prepare them for supply of the Services; and
  - 7.2.2 provide Us with all necessary information and assistance (ensuring that information is complete and accurate);in each case as reasonably required to allow Us and the Butler to perform the Services.
- 7.3 You will also:
  - 7.3.1 co-operate fully with Us and follow Our reasonable instructions in relation to the performance of the Services;
  - 7.3.2 obtain and maintain any licences and consents which are necessary for the performance of the Services;
  - 7.3.3 be responsible for the safety and wellbeing of the Butlers during the time that they perform the Services for You, including but not limited to providing appropriate accommodation and an adequate subsistence allowance.
- 7.4 The Services are provided at Your request and You are responsible for verifying that the Services are suitable for Your needs, including but not limited to whether the Butler is suitable for Your needs.
- 7.5 You are responsible for ensuring that the Butler has appropriate and adequate professional indemnity insurance, evidence of which You can request Us to request from the Butler.

#### **8 Failure of or delay in performance**

- 8.1 If We are prevented or delayed in delivering the Services by any cause attributable to You, We (without prejudice to its other rights):
  - 8.1.1 may suspend performance of the Services until You remedy its default;

- 8.1.2 will not be liable for any costs or losses sustained by You as a result of such suspension; and
- 8.1.3 may charge You (and You will pay in accordance with the Contract) costs or losses incurred by Us arising from Your default, subject to clause 9.

## **9 Our Liability**

- 9.1 We do not exclude our liability:
  - 9.1.1 for death or personal injury caused by its negligence; or
  - 9.1.2 for breach of the term implied by s 2 of the Supply of Goods and Services Act 1982;
  - 9.1.3 for fraud or fraudulent misrepresentation;
  - 9.1.4 under any indemnity given by Us hereunder.
- 9.2 We will not be liable to you for an amount that exceeds the total amount payable by You for the Services.
- 9.3 Neither party will be liable for:
  - 9.3.1 loss of data or use;
  - 9.3.2 any form of indirect, consequential or special loss; or
  - 9.3.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect; and, in each case, however arising.

## **10 Intellectual Property Rights**

- 10.1.1 All Intellectual Property Rights in or arising out of or in connection with the Services, including any rights created by any of our personnel, shall be owned by Us.
- 10.1.2 You acknowledge that, in respect of any third party Intellectual Property Rights, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

## **11 Confidentiality**

- 11.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:
  - 11.1.1 any information which was in the public domain at the date of the Contract;
  - 11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
  - 11.1.3 is independently developed by the other party without using information supplied by the first party; or
  - 11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 11.2 This clause 11 will remain in force for a period of 10 years from the date of termination of the Contract.

## **12 Force Majeure**

- 12.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract (**Force Majeure**). Failure to pay or be paid is not Force Majeure.
- 12.2 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
  - 12.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
  - 12.2.2 uses reasonable endeavours to minimise the effects of that event.
- 12.3 If, due to Force Majeure, a party:
  - 12.3.1 is or will be unable to perform a material obligation; or
  - 12.3.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days; the other party may, within 30 days, terminate this Agreement on immediate notice OR the parties will, within 30 days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.

## **13 Termination**

- 13.1 The Contract may be terminated forthwith at any time by either party on written notice to the other if:
  - 13.1.1 the other commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 14 days of written notice requiring that party to do so;
  - 13.1.2 the other party is unable to pay its debts as they fall due or there are reasonable grounds to believe that the other party cannot pay its debts, the other party commences negotiations with its creditors, the other party is subject to a bankruptcy petition, or there any other event occurs which give one party reasonable grounds to believe that the other party is in financial difficulty; or

- 12.1.3 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.2 In addition to its rights under clause 13.1, We may terminate the Contract at any time:
  - 13.2.1 on 30 days' written notice to You;
  - 13.2.2 immediately on written notice to You if You have failed to pay any amount due under the Contract on the due date.
- 13.3 On termination of the Contract for any reason:
  - 13.3.1 You will immediately pay all invoices of Ours outstanding and not disputed in good faith;
  - 13.3.2 We will, within 7 Days, invoice You for all Services provided but not yet invoiced and You will pay such invoice within a further 14 Days (unless the invoice is disputed in good faith);
  - 13.3.3 You will within 14 Days return any materials of the Butler that were left in Your possession or control. Pending such return or taking possession, You will be responsible for such materials and will not use them for any purposes whatsoever;
  - 13.3.4 the accrued rights and liabilities of the parties will not be affected; and
  - 13.3.5 clause which expressly or by implication are to survive termination will do so.

## **14 General**

### **14.1 Time**

Unless stated otherwise, time is not of the essence of any date or period specified in these Terms.

### **14.2 No set-off**

All payments by You will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

### **14.3 Relationship**

The parties are independent businesses and not principal and agent, partners, or employer and employee.

### **14.4 Severability**

If any part of these Terms are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

### **14.5 Notices**

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

- 14.5.1 by first-class post: three Days after posting;
- 14.5.2 by airmail: seven Days after posting;
- 14.5.3 by hand: on delivery;
- 14.5.4 by facsimile: on receipt of a successful transmission report from the correct number, and
- 14.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

### **14.6 Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Us.

### **14.7 Waiver**

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

### **14.8 Rights of Third Parties**

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

### **14.9 Priority**

Any terms set out in the Proposal that conflict with these Terms shall prevail over these Terms.

### **14.10 Entire Agreement**

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

**14.11 Succession**

The Contract will bind and benefit each party's successors and personal representatives.

**14.12 Governing Law and Jurisdiction**

14.12.1 The Contract will be governed by the law of England and Wales.

14.12.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.