



Services Terms & Conditions

These Standard Terms and Conditions are between EthixAdvice (hereinafter referred to as "the Company") and the individual, firm, company or partnership (hereinafter referred to as "the Client") for whom the Company is engaged to provide a program of work agreed between the Client and the Company ("the Services").

Unless otherwise previously agreed by the Company in writing, the acceptance of the Company's proposal for the Services will be deemed to be acceptance by the Client of these Standard Terms and Conditions.

1. All confidential information and trade or professional secrets disclosed to the Company by the Client in performance of the Services will be regarded as having been disclosed in confidence and will not be passed on by the Company or utilized otherwise than in connection with the affairs of the Client, save that the Company shall have no such obligation in respect of information which is in or comes into the public domain otherwise than by breach of the Company, and/or which was in the Company's possession prior to disclosure, and/or was or is received by the Company from a third party with right to disclose free of restrictions.
2. The Client shall at all times both during the period of the Contract with the Company and thereafter keep confidential all intellectual information, techniques, processes, systems and programs so supplied or communicated to it by the Company in performance of the Services and not show or disclose the same to any person except the officers or employees of the Client whose duties cannot be fulfilled without such disclosure, and the Client will procure and ensure that its officers and employees to whom the same is disclosed shall keep it confidential both during and after their employment with the Client unless and until such may come within the public domain otherwise than by breach of this provision.
3. The Client authorizes the Company to use the Client's name as a reference.
4. Except as may be otherwise stated in writing by the Company to the Client in the Contract, payments shall be made by the Client within 30 days of date of invoice. In the event that any amount properly due to the Company is not paid within such period then the Company may, without prejudice to any other rights it may have either suspend all work for the Client pending payment or terminate the Contract concerned in writing, but without prejudice to any rights of the Company accrued to date. Further, the Company reserves the right to charge interest on any and all late payments and costs of recovery thereof.
5. The Client shall use all reasonable endeavors to cooperate and assist the Company in a timely manner to such extent as the Company may reasonably require in order to perform the Services in fulfillment of the Contract entered into between the Company and the Client.
6. The Company shall use all reasonable endeavors to adhere to any timetables or schedules agreed with the Client. Time shall not be of the essence of the Contract and the Company shall not be liable in any manner whatsoever for failure to complete the Contract or any part of the Contract within the time quoted unless the Contract is subject to a penalty/incentive clause agreed in writing between the parties and included in the Contract at the time it was entered into.
7. The Company shall not be in breach of its obligations hereunder nor be liable for any loss or damage of any nature whatsoever suffered by the Client arising from:
 - (a) any act or omission on the part of the Client, its servants or agents;
 - (b) the incorrectness or incompleteness of any data, information or facilities supplied to the Company by the Client, its servants or agents.

8. In the event of any of the matters referred to in clause 7 (a) or (b) occurring the Company will inform the Client of any additional cost which will be incurred thereby and of any extended time of completion which will be required, and the time of completion shall be extended by the Company's estimated extended time for completion.
9. The Client may from time to time request, and the Company may from time to time recommend, changes to the Services to be provided under the Contract. Until such time as a change is formally agreed the Company will unless otherwise agreed in writing continue with the work as if the change concerned had not been requested or suggested. Any change must be agreed in accordance with Clause 16 to be effective.
10. If the Client is in breach of any of the terms of these Conditions or ceases trading or commits any act of bankruptcy or suffers any execution or distress to be levied on its goods, or, being a company, enters into liquidation whether compulsory or voluntary, save for the purpose of reconstruction or amalgamation whilst solvent, or shall have a receiver appointed of all or any of its assets then the Company will be entitled by notice in writing to terminate the Contract with the Client forthwith.
11. If any term, part or provision of the Contract (whether or not in these Conditions) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such term, part or provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remainder of the Contract shall remain in full force and effect and in no way be affected, impaired or invalidated.
12. Notwithstanding any other provision in the Contract, in no event shall the Company be liable to the Client for any incidental, special, indirect or consequential loss or damage of whatever nature, including but not limited to loss of use and/or loss of profits and/or loss of contract and/or loss or spoiling of data, howsoever caused, and whether occurring in contract, tort, negligence or otherwise.
13. The Client will at all times discharge all statutory and common law duties which the Client may from time to time be subject to in respect of the safety, health and protection from injury of and property of the Consultant(s) during each and every occasion of residency in the provision of the services being performed, and the Client will at all times indemnify the Company and hold the Company indemnified against all claims, loss, damage, cost or expenses incurred by the Company or arising otherwise in connection with any breach of any such duty.
14. These Conditions shall insofar as they remain applicable continue to be binding on the parties notwithstanding the expiration of the period of the Contract.
15. The Contract of which these Conditions form a part constitutes the entire agreement between the parties as to the subject matter thereof and supersedes all previous communications, representations and agreements, whether written or oral, and the Client hereby acknowledges that no reliance is placed on any communications, representations or agreements not specifically referenced therein.
16. The Contract between the Company and the Client may only be amended by the written agreement of both parties.
17. The construction, validity and performance of the Contract shall be governed by Dutch law and the parties hereby submit to the non-exclusive jurisdiction of the Dutch courts.