

TERMS OF PAYMENT

NH Business Gateway shall issue and send invoices to you for its fees for work done for you prior to the end of each month. All invoices are payable, unless otherwise agreed between us in writing) no later than 30 days from end of month. We reserve the right to require a deposit to be paid before commencement of work. All fees will be subject to VAT which shall be added to the invoice together with any expenses which we incur on your behalf. If you fail to pay an invoice in full in accordance with its terms then we reserve the right to cease forthwith providing services to you and to invoice you up to date at that point in time. Late payment will be charged interest at the rate specified under The Late Payments of Commercial Debts (Interest) Act 1998. Payment of invoices shall be made via bank transfer or standing order (for regular monthly charges) to the NH Business Gateway bank account which is detailed in the invoice

ACCESS TO PREMISES

It is a condition of the provision of services by us that you will

1. Where applicable provide us with access to your premises, office accommodation and other facilities as reasonably required by us to provide the services;
2. provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
3. ensure that we have at all times safe and secure conditions in which we work when on your premises;

EXCLUSION OF LIABILITY

NH Business Gateway accepts no responsibility for how advice and training given by us is used by you and gives no guarantee as to its success or otherwise. It is your decision as to how you implement it in your business and the way in which it is used. It is a condition of the contract between us that it is agreed that any liability on NH Business Gateway for its use and implementation is hereby excluded. Under no circumstances shall NH Business Gateway be liable for any damages, costs, expenses for losses of opportunities or profits or for indirect or consequential damages, expenses or losses suffered by you arising from or in connection with the Services (including but not limited to any advice or recommendations provided) provided by us.

CONFIDENTIALITY

It is a condition of our agreement to provide the services to you that neither of us shall not at any time disclose to any person any confidential information concerning the

business, affairs, customers, clients or suppliers of the other except as may be required by law.

NH Business Gateway recognises the importance of keeping all information provided to us as confidential and accordingly has a strict policy of ensuring that all persons it employs to perform the agreed services for you are likewise bound by our duty of confidentiality to you.

TERMINATION OF THE CONTRACT / AGREEMENT

When a trial period is agreed between us then either party shall be free to terminate the contract at any time during that trial period. Once any trial period has expired then the contract shall continue on the basis that it can (subject to the provisions of the next paragraph) only be terminated by either of us giving to the other not less than three month's notice in writing. Either of us may also at any time by written notice terminate the Agreement without liability for compensation or damages if

1. The other fails to comply with any of its obligations and such failure (if capable of being remedied) remains un-remedied for 15 days after being notified of such failure.
2. The other convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation.
3. The other is unable to pay its debts as they fall due or is made bankrupt or
4. A receiver or administrative receiver is appointed of any of the other's property

THIRD PARTY RIGHTS

Nothing in the arrangements between us shall give any person who is not a party to it any rights or enable any third party to enforce any of its provisions pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise

LAW AND JURISDICTION AND MEDIATION

The contract between us shall be governed by and constructed in accordance with English Law and we both submit to the exclusive jurisdiction of the English Court in respect of any dispute or matter arising out of or connected with this Agreement. Notwithstanding the jurisdiction of the English Court we will attempt in good faith to resolve any dispute or claim arising out of or relating to this agreement promptly through negotiations.