

# LANTERN TERMS AND CONDITIONS

## AGREEMENT

### 1.0 Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Charges**" means the amounts specified in Clause 4;

"**Client Materials**" means all works and materials supplied by or on behalf of the Client to Lantern for incorporation into the Deliverables or for some other use in connection with the Services;

"**Deliverables**" means those specified in Schedule 1 that Lantern has agreed to deliver to the Client under this Agreement;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Schedule**" means any schedule attached to main body of this Agreement;

"**Services**" means the services specified in Schedule 1

"**Term**" means the term of this Agreement, commencing in accordance with Clause 1.1 and ending in accordance with Clause 2.2; and

"**Third Party Materials**" means the works and/or materials comprised in the Deliverables (excluding the Client Materials).

### 2.0 Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue until the services have been delivered subject to termination in accordance with Clause 8.

### 3.0 Services

2.1 Lantern shall provide the Services to the Client in accordance with this Agreement.

2.2 Lantern shall provide the Services in accordance with the standards of skill and care reasonably expected from a qualified consult or Learning and Development service provider.

### 3.0 Deliverables

3.1 Lantern shall deliver the Deliverables to the Client.

3.2 The Client must promptly, following receipt of a written request from Lantern to do so, provide written feedback to Lantern concerning the proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.

3.3 Lantern shall use reasonable endeavors to ensure that the Deliverables are delivered to the Client in accordance with Schedule 1

3.4 Lantern confirms to the Client that:

(a) the Deliverables will conform with the requirements of Schedule 1

(b) the Deliverables will be free from material defects; and

(c) the Deliverables will not:

(i) breach the provisions of any law, statute or regulation;

(ii) give rise to any cause of action against the Client in each case.

#### 4.0 Charges

- 4.1 The Client shall pay the Charges to Lantern in accordance with this Agreement at a daily rate of **£750** unless specified otherwise in Schedule 1
- 4.2 The Client shall pay associated travel and miscellaneous expenses Charges to Lantern in accordance with this Agreement. Mileage will be paid at the rate of 55 pence per mile unless otherwise agreed in schedule 1.

#### 5.0 Payments

- 5.1 Lantern shall issue invoices for the Charges to the Client at or near to point of delivery, or on a monthly basis for ongoing works as agreed with the client in Schedule 1.
- 5.2 The Client must pay the Charges to Lantern within the period of **30 days** following the issue of an invoice.
- 5.3 The Client must pay the Charges by bank transfer using the following payment details as notified by Lantern to the Client

**BANK:** Lloyds Bank

**SORT CODE:** 77-72-08

**ACCOUNT NUMBER:** 25926468

**ACCOUNT NAME:** Lantern

- 5.4 If the Client does not pay any amount properly due to Lantern under this Agreement, then Lantern may claim interest and statutory compensation from the Client.
- 5.5 If individual courses or services are **cancelled** by the client, the following charges will be applied:

- **Within 7 calendar days of the scheduled delivery date: 100% of delivery charge**
- **Within 8-14 calendar days of the scheduled delivery date: 50% of delivery charge**

#### 6.0 Warranties

- 6.1 Lantern warrants to the Client that:
- Lantern has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
  - Lantern will comply with all applicable legal and regulatory requirements applying to the exercise of their rights and the fulfilment of their obligations under this Agreement; and
  - Lantern has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.
- 6.2 The Client warrants to Lantern that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 6.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

#### 7.0 Limitations and exclusions of liability

- 7.1 Nothing in this Agreement will:
- limit or exclude any liability for death or personal injury resulting from negligence;
  - limit or exclude any liability for fraud or fraudulent misrepresentation;
  - limit any liabilities in any way that is not permitted under applicable law; or
  - exclude any liabilities that may not be excluded under applicable law.
- 7.2 The limitations and exclusions of liability set out in this Clause 7 and elsewhere in this Agreement:
- are subject to Clause 7.1; and

- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

7.4 Lantern shall not be liable to the Client in respect of any loss of revenue or income.

7.5 Lantern shall not be liable to the Client in respect of any loss of use or production.

7.6 Lantern shall not be liable to the Client in respect of any loss of business, contracts or opportunities.

7.7 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

## **8.0 Termination**

8.1 Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.

8.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

8.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement)

## **9.0 Effects of termination**

9.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4, 5.2, 5.3, 5.4, 9, 10.2 and 11.

9.2 The termination of this Agreement shall not affect the accrued rights of either party.

## **10.0 Status of Provider**

10.1 Lantern is not an employee of the Client, but an independent contractor.

10.2 The termination of this Agreement will not constitute unfair dismissal; nor will Lantern be entitled to any compensation payments, redundancy payments or similar payments upon the termination of this Agreement.

## **11.0 General**

11.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

11.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

11.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

11.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

- 11.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 11.6 Subject to Clause 7.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 11.7 This Agreement shall be governed by and construed in accordance with English law.
- 11.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

**EXECUTION**

The parties have indicated their acceptance of this Agreement by executing it below.

**SIGNATURES:**

**On behalf of the Provider:**

<b>Print Name:</b>	Phil Hutchinson
<b>Position:</b>	Owner/Director Lantern
<b>Signature:</b>	
<b>Date</b>	

**On Behalf of the Client:**

<b>Print Name:</b>	
<b>Position:</b>	
<b>Signature:</b>	
<b>Date</b>	

**SCHEDULE 1:**

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