



Terms and Conditions of Business

Consulting Services

1. Boomerang Business Solutions Ltd (Boomerang Ltd) will provide Consultancy Services to the client relating to Training and Management consultancy work. The specific nature of the Services to be provided by (Boomerang) Ltd will be as specified in the Proposal ("the Services").

Subject to any lawful restraint imposed upon it by any other party (such as an obligation as to confidence), Boomerang will make available to the Client all knowledge, information and expertise in its possession in performing the Services. If the Client wishes Boomerang Ltd to perform any Services other than those specified in the Proposal (including without limitation to provide any additional functionality) or to provide further or other Products or Services, then Boomerang Ltd shall be entitled to quote the Client separately for the provision of those Services or the provision of those Products. If the Client accepts that Quotation then the provisions of this Agreement will apply to the provision of those additional Services and Products.

2. Unless otherwise agreed in writing by both parties, the term of this Agreement will commence upon the date agreed within the proposal.

3. Unless specifically stated as a fixed price quote, any cost estimates that are or have been given by Boomerang Ltd are estimates only. Actual time spent, Products supplied and any other fees such as disbursements etc will be used as the basis for billing.

Acceptance

4. Any instructions received by Boomerang Ltd from the Client for the supply of Services/Products and/or the Client's acceptance of Services/Products supplied by Boomerang Ltd shall constitute acceptance of the terms and conditions contained herein.

5. Where more than one Client has entered into this Agreement, the Clients shall be jointly and severally liable for all payments of the rates/invoice.

6. Upon acceptance of these terms of business by the Client, the terms and conditions contained therein are irrevocable and can only be amended with written consent by Boomerang Ltd

7. The Client shall give Boomerang Ltd no less than 14 days prior written notice of any proposed or actual change of ownership or Client's Company name. This also includes Company address, contact numbers and business practice. The Client shall be liable for any losses incurred by Boomerang for non-compliance to this clause.

Products

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8. Boomerang Ltd may also supply the Client with Products (as ordered by Client and agreed by Boomerang Ltd) from time to time. In the context of this Agreement, "Products" means any materials (e.g. psychometric tests) required and provided to the Client by or on behalf of Boomerang Ltd pursuant to this Agreement.

Reporting, Meetings and Training

9. The Client shall make its employee (specified in the Quotation or such other person as the Client shall nominate in writing) available to meet with Boomerang Ltd when reasonably required by Boomerang Ltd for the purposes of discussing the status of the Services. Boomerang Ltd will meet regularly with the Client, Contact (by remote communication facility if necessary) and report to the Client on the status of the Services.

10. If the Client or Client's employee cancels attendance to a meeting that has been pre-arranged within 24 hours, Boomerang Ltd is entitled to charge a cancellation fee of an hour's work. If the Client cancels attendance to a set training day that has been pre-arranged within 24 hours, Boomerang Ltd is entitled to charge a cancellation fee of 100%. If a Client cancels attendance to a set training day that has been pre-arranged within 1 week, Boomerang Ltd is entitled to charge a cancellation fee of 50%.

Consulting Rates, and Other Expenses

11. Boomerang Ltd will provide Services to the Client and will be entitled to charge the Client for such Services at the rates specified in the Proposal.

12. If Boomerang Ltd is required to attend the Client's premises for any reason pursuant to the commencement of Services; the Client will reimburse Boomerang Ltd for reasonable transport and/or accommodation expenses incurred by Boomerang Ltd in doing so.

13. The Client indemnifies Boomerang Ltd against any loss or damage arising directly or indirectly from undertaking any processes and procedures as implemented by Boomerang Ltd incorrectly, or as advised.

14. The Client will pay Boomerang Ltd for the cost of any Products together with Boomerang Ltd's own charge that it levies for handling and/or obtaining any relevant materials.

Payment of Invoices

15. Boomerang Ltd will be entitled to invoice the Client on an interim basis at least monthly for progress payments for any Services performed or Products supplied during the previous month (or during any earlier period which has not previously been invoiced) together with such expenses as the Client is required to reimburse Boomerang Ltd. Such invoices shall contain such information and detail as the Client may reasonably require to permit the Client to account for the Services and Products (for instance, by attaching copies of any time sheets) reasonably prescribed by the Client.

16. All invoices rendered by Boomerang Ltd are payable within fourteen (14) days from the date of invoice. The Client agrees to pay Boomerang Ltd in full within this time period unless otherwise agreed with Boomerang Ltd.

17. If the Client fails to pay any invoice by the due date for payment, then without prejudice to Boomerang Ltd rights under this Agreement, the Client shall also pay Boomerang Ltd interest on the outstanding amount at the rate of 2% above the base lending rate of NatWest Ltd per month.

Confidentiality

18. Boomerang Ltd will not disclose to any third party or use other than for the purposes of this Agreement any knowledge or information imparted to or obtained by it during or in connection with the fulfilment of this Agreement which is of a secret or confidential nature relating to the business, equipment, processes relating to the equipment, the Products, Services, process or business strategies offered or employed by the Client. This obligation of confidence will cease to apply in relation to information that Boomerang Ltd is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Boomerang Ltd of its obligations of confidence under this Quotation.

Intellectual Property

19. Unless otherwise agreed in writing by Boomerang Ltd, the copyright and all other rights relating to any documentation, whether electronic or hard copy, provided to the Client by or on behalf of Boomerang Ltd pursuant to this Agreement (the "Intellectual Property") will remain the property of Boomerang Ltd or where applicable its licensees.

20. Upon payment in full for the Services provided by or on behalf of Boomerang Ltd pursuant to this Agreement, Boomerang Ltd grants the Client a non-exclusive and non-transferable perpetual license to use the Intellectual Property for the Client's own business purposes, and in the case of the third party property, will obtain a sub-license in favour of the Client in similar terms.

21. Boomerang Ltd also grants the Client the right to copy the Intellectual Property for the purposes of staff within the business. However, the Client must not copy any of the Intellectual Property for any other purposes.

22. The Client must not de-compile, disassemble, decrypt, extract or otherwise reverse engineer Boomerang Ltd products or services without prior written consent.

23. The Client must hold any documentation and other materials provided to the Client by Boomerang Ltd confidential. The Client must not disclose any of those materials to any third party without Boomerang Ltd prior written consent. The Client must also take all reasonable steps within its power to protect the Intellectual Property of HRIS Ltd.

Liability

24. Except for express undertakings to indemnify and any warranties set out in this Agreement:

a) To the extent permitted by the law, Boomerang Ltd expressly excludes all conditions and warranties whether express or implied.

b) Notwithstanding any other provision in this Agreement, in no event will Boomerang Ltd be liable to any party including the Client for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement or in tort, and even if Boomerang Ltd has been previously advised of the possibility of such damage. Further, liability for

such damages shall be excluded, even if inclusive remedies provided hereunder fail their essential purpose. The Client will indemnify Boomerang Ltd and keep it indemnified from and against any claims by any third party for or in respect of such damages.

Assistance and Facilities

25. The Client will provide Boomerang Ltd with all reasonable assistance and facilities free of charge (including without limitation of the Means of Access and the other Items referred to in the Proposal, office facilities, and liaison with the necessary officers and employees of the Client) in order to permit Boomerang Ltd to efficiently provide the Services.

Boomerang can also offer facilities for training off site if this is required by the Client or seen as beneficial to the business, this will be duly noted in the Proposal and agreed upon commitment.

No Poaching

26. The Client undertakes to Boomerang Ltd that it will not for a period of two years from the termination of this Agreement entice away or endeavour to entice away from Boomerang Ltd any employee of Boomerang Ltd. The Client acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of Boomerang Ltd.

Quotation/Proposal Non-exclusive

27. The Client acknowledges that Boomerang Ltd is providing Services to the Client on a non-exclusive basis and that Boomerang Ltd may provide Services of the same or a similar nature as the Services to any other party.

Termination

28. This Quotation may be terminated in the following circumstances:

- a) By either party by giving the other party thirty (30) days notice in writing to that effect;
- b) Immediately by Boomerang Ltd by notice in writing if the Client fails to remedy a breach of this Agreement (including any provision as to payment) within thirty (30) days of receipt of a notice from Boomerang Ltd of such breach requiring it to do so; or
- c) By either party immediately by notice in writing if the other party takes any corporate action or other steps are taken or legal proceedings are started (and are not withdrawn, discontinued or struck out within thirty days) for its winding up, liquidation or dissolution (other than for the purposes of reconstruction) or the appointment of an administrator, receiver, receiver and manager, official manager, Liquidator, provisional Liquidator, trustee or similar office of it or of any or all of its revenues

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and assets ("Insolvency Event"), and such Insolvency Event remains in existence in respect of such party as the time of service of the Notice.

29. On termination of this Agreement however occurring, all moneys unpaid by the Client pursuant to this Agreement will immediately become due and payable. If such moneys remain unpaid for a period of thirty days then (without prejudice to any other rights that Boomerang Ltd may have for breach of this Agreement or otherwise) Boomerang Ltd will be entitled to retake possession of the Products and to disable any software provided pursuant to this Agreement).

30. The Client's obligations (including any obligations to indemnify) under clauses 11, 18 to 23 inclusive (Intellectual Property), 24 (High Risk Activities), 25 to 27 inclusive (Liability), and Boomerang Ltd.'s obligations under clause 17 (Confidentiality) shall survive the termination of this Agreement for whatever reason.

General

31. Any notice required or contemplated by this Agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail, postage prepaid addressed or by fax or electronic mail to the Client or Boomerang Ltd at the address set out in the Proposal or this Agreement or such other address nominated by a party in writing.

32. The Client may not assign any of its obligations under this Agreement without the prior written consent of Boomerang Ltd. However Boomerang Ltd may arrange for subcontractors to perform any of Boomerang Ltd's obligations under this Agreement.

33. Boomerang Ltd will not be liable to the Client or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and Boomerang Ltd will give the Client prompt notice thereof. In no event will this provision affect Client's obligation to make payments to Boomerang Ltd under this Agreement except in respect of Services that are unable to be performed by Boomerang Ltd, until they can be performed.

34. A failure, delay, relaxation or indulgence by either Party in exercising any right, power or privilege conferred on the Party by this Agreement shall not operate as a waiver of the power or right. A single or partial exercise of any right, power or privilege hereunder does not preclude the further exercise of the same right or the exercise of any other right hereunder. A waiver of a breach does not operate as a waiver of any other breach.

35. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, then;

a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and

b) In any case the offending provision must be severed from this Agreement the remainder of this Agreement shall continue in full force and effect unless such reading down or severance affects the basic nature of this Agreement.

36. Should Boomerang Ltd issue draft documents for final changes and approval it has the right under this agreement to the following; from the date that draft documents are issued the Client has 30 days to submit any revisions required. Should the Client fail to do so, final documents will be issued and invoiced accordingly

37. Boomerang Ltd may licence or subcontract all or any part of its rights and obligations without the Client's consent.

38. This Agreement shall be governed by and must be construed in accordance with the laws of the United Kingdom and the Client irrevocably submits to the non-exclusive jurisdiction of the courts of that country.

Signed by Client

Dated

Signed by Boomerang

Dated