

MONEY PATHWAY TERMS AND CONDITIONS (“TERMS”)

Please read these Terms & Conditions carefully, and in particular ensure that you have carefully considered the provisions of clause 9 (Limitation of Liability).

Background

Money Pathway is the trading name of Claire Evans. All references to “**Money Pathway**” in these Terms shall be construed as being references to Claire Evans, operating under the trading name Money Pathway, and whose address is: 1 Highgrove Park, Teignmouth, Devon TQ14 8FA.

The Client has requested, and Money Pathway has agreed, that Money Pathway provide the professional, educational and/or planning services as set out in the Engagement Letter (capitalised words are as defined below) on and subject to these Terms, as well as any future services which the Client and Money Pathway shall agree in writing from time to time.

These Terms will apply to all work that Money Pathway provides for the Client. The Client will be provided with an Engagement Letter confirming the Client’s instructions, Money Pathway’s fees and other important matters. **Neither Claire Evans nor Money Pathway are regulated service providers, and no regulated advice shall be provided. None of services or deliverables provided by Money Pathway may be relied upon as financial, accountancy, legal or compliance advice.** Please see clause 2.7.

No liability is accepted as a result of fraudulent activity which is not within the control of Money Pathway. In particular, no liability is accepted for any monies being paid to an incorrect bank account for any reason, such as a result of the Client’s human error or fraud. The Client is always recommended to confirm bank details over the phone prior to making any payment, using the Money Pathway telephone number which is already known to the Client or which is noted on the Money Pathway website.

Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Terms.

1.1 Definitions:

“Applicable Data Protection Laws”: means:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which Money Pathway is subject, which relates to the protection of personal data.

“Appointment”: has the meaning given in clause 2.1.

“Business Day”: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Charges”: the charges payable by the Client for the supply of the Services in accordance with clause 5, as set out in the Engagement Letter.

“Client”: the person, company, partnership or firm who purchases Services from Money Pathway as specified in the Engagement Letter.

“Client Default”: has the meaning set out in clause 4.2.

“Client Material”: any material relating to the Services provided to Money Pathway by the Client during the course of the Appointment.

“Client Personal Data”: any personal data of the Client (or of the Client’s employees, contractors, customers, suppliers or other connected individuals) which Money Pathway processes in connection with the Appointment in the capacity of a processor on behalf of the Client.

“Commencement Date”: has the meaning given in clause **Error! Reference source not found.**

“Contract”: the contract between Money Pathway and the Client for the supply of Services in accordance with these Terms.

“Control”: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression ‘change of control’ shall be construed accordingly.

“Deliverables”: any output of the Services to be provided by Money Pathway to the Client as specified in the Engagement Letter and any other documents, products and materials provided by Money Pathway to the Client in relation to the Services (excluding Money Pathway Materials).

“Engagement Letter”: means the letter of engagement between Money Pathway and the Client.

“EU GDPR”: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

“Intellectual Property Rights”: all intellectual property rights including (but not limited to) patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Money Pathway Materials”: has the meaning set out in clause 4.1.6.

“Purpose”: has the meaning set out in clause 7.6.1.

“Services”: the services, including any Deliverables, supplied or to be supplied by Money Pathway to the Client during the course of the Appointment, as set out in the Specification or as otherwise agreed by Money Pathway (email acceptable), and which may include a retainer service.

“Specification”: the description or specification of the Services and/or Deliverables (including any estimated completion timescales) provided in writing by Money Pathway to the Client, which will usually be set out in the Engagement Letter or agreed on a case by case basis in such format as agreed by the Client and Money Pathway from time to time.

“Terms”: these terms and conditions.

“UK GDPR”: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email but does not include fax. Notices shall not be validly served if sent by fax.

2. Basis of contract

2.1 The Client appoints Money Pathway, and Money Pathway hereby agrees to be appointed, to provide the Services on and subject to these Terms (**“Appointment”**).

2.2 The Appointment shall commence on the earlier of date of the Client’s signature on the Engagement Letter or the date on which the Client instructs Money Pathway to proceed (**“Commencement Date”**), and shall (subject to, and unless terminated earlier in accordance with, clause 10) continue thereafter unless and until Money Pathway completes the provision of the Services. On expiry of the Appointment, clause 11 (Consequences of termination or expiry) shall apply.

2.3 Any samples, drawings, descriptive matter or advertising issued by Money Pathway, and any descriptions or illustrations contained in Money Pathway’s catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services

described in them. They shall not form part of the Contract nor shall they have any contractual force.

- 2.4 These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 If the Client submits an instruction containing terms which are inconsistent with these Terms, or which purport to override these Terms, Money Pathway's acknowledgment or purported acceptance of such instruction shall constitute a counter-offer to provide the applicable services and/or deliverables on these Terms. The Client's subsequent acceptance of those services and/or deliverables shall constitute the Client's acceptance of Money Pathway's counter-offer to provide those services and/or deliverables on these Terms.
- 2.6 Any quotation given by Money Pathway shall not constitute an offer, and is only valid for a period of 14 (fourteen) calendar days from its date of issue. By accepting a quote, the Client shall be making an offer for Money Pathway to provide the services as stated in the quote, and for the price specified in the quote, which Money Pathway shall be free to decline or accept in its absolute discretion.
- 2.7 Money Pathway is not regulated or authorised by any regulatory authority. For example, Money Pathway is not regulated or authorised by the Financial Conduct Authority. No aspect of the Services or of any Deliverables is intended to be (and shall not constitute) financial, accountancy, legal, regulatory or compliance advice, and are provided as educational and planning services only. Therefore:
- 2.7.1 if the Client is a business and which:
- (a) is not a regulated financial adviser, then the Client must obtain its own, independent financial advice where the Client considers this to be necessary (Money Pathway will not provide any advice about whether the Client should obtain independent financial advice); or
 - (b) is a regulated financial adviser, then the Client must (i) not rely on the Services, on any Deliverables, or on any other correspondence, representations, assurances or items provided by Money Pathway, as financial advice, and (ii) ensure that it relies on its own professional skills, judgement, experience and qualifications when providing financial advice or services to its own clients which incorporates any of the Services and/or Deliverables.
- 2.7.2 if the Client is an individual consumer, then the Client must ensure that it obtains its own independent professional advice.
- 2.8 Money Pathway does not provide financial, accountancy, legal, regulatory or compliance advice. The Client must ensure that it meets all its legal, compliance and regulatory

obligations. Money Pathway always recommends that the Client obtains its own professional advice.

3. Supply of Services

- 3.1 On and subject to these Terms, Money Pathway shall supply the Services to the Client materially in accordance with the Specification.
- 3.2 An Appointment may consist of a retainer or mentoring service. Details of any retainer or mentoring service shall be set out in the Engagement Letter. Any retainer services may be on a subscription basis, and shall be for a minimum subscription term, which shall be specified in the Engagement Letter or otherwise notified to the Client by Money Pathway. The Client hereby agrees to pay the Charges in respect of the full subscription term of such retainer or mentoring service in accordance with clause 5.
- 3.3 Money Pathway shall use reasonable endeavours to meet any performance or service delivery dates specified in the Engagement Letter and/or Specification (if any), but any such dates shall be estimates only and time shall not be of the essence for performance of the Services or delivery of any Deliverables.
- 3.4 Money Pathway reserves the right to (in Money Pathway's absolute discretion) refuse to provide the Services and/or Deliverables, or to amend the Specification, if Money Pathway considers that:
 - 3.4.1 such refusal is necessary in order to comply with any applicable law or regulatory requirement;
 - 3.4.2 such amendment will not materially affect the nature or quality of the Services; and/or
 - 3.4.3 providing the Services and/or Deliverables (whether in whole or in part) would be unlawful, offensive, or otherwise contrary to the public interest,and Money Pathway shall notify the Client in any such event.
- 3.5 Money Pathway warrants to the Client that the Services will be provided using reasonable care and skill, and (insofar as is reasonably practicable) in material accordance with any Specification or the terms of the Engagement Letter.
- 3.6 Where the Client is a business which uses the Services and/or any Deliverables (whether in whole or in part) to provide its own services and/or advice to its own clients, the Client hereby expressly and irrevocably acknowledges that the Services and/or Deliverables are provided to the Client for its sole use, or for the sole use of the Client advising its own clients. Money Pathway accepts no responsibility for any advice (including financial or investment advice) given by the Client whether in reliance on or based on any information or material provided by Money Pathway.

- 3.7 Money Pathway does not accept responsibility for the accuracy or completeness of any information provided to it, or obtained from, any third parties and which Money Pathway relies upon in good faith.
- 3.8 The Client hereby agrees to, on demand, indemnify and hold Money Pathway harmless from and against all losses, claims, damages, costs and fees (including legal and professional fees) incurred or suffered by Money Pathway (or by Money Pathway's director(s), shareholder(s), employees, agents or contractors) as a result of any action brought against Money Pathway as a direct or indirect consequence of Money Pathway's provision of the Services and/or Deliverables ("**Action**"), to the extent that such Action is a consequence of the instructions, requirements, requests or advice given to Money Pathway by the Client.
- 3.9 Money Pathway may at any time (without prior notice) make any changes to the Services and/or Deliverables which (i) Money Pathway considers necessary so as to comply with any applicable statutory or regulatory requirements, or (ii) do not adversely affect the nature or quality of the Services and/or Deliverables.

4. Client's obligations

- 4.1 The Client shall:
- 4.1.1 ensure that the description of the Services in the Engagement Letter, and any information which the Client provides to Money Pathway, are complete and accurate;
 - 4.1.2 co-operate in good faith with Money Pathway in all matters relating to the Services;
 - 4.1.3 provide Money Pathway with such information and materials (including any Client Material) as Money Pathway may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects and is provided in sufficient time to enable Money Pathway to provide the Services and provide the Deliverables;
 - 4.1.4 ensure the accuracy and completeness of all Client Material;
 - 4.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.6 keep all materials, equipment, documents and other property of Money Pathway which is or are provided by Money Pathway to the Client ("**Money Pathway Materials**") (if any) in safe custody at its own risk, maintaining such Money Pathway Materials in good condition until returned to Money Pathway, and not disposing of or using the Money Pathway Materials other than in accordance with Money Pathway's prior written instructions or authorisation; and
 - 4.1.7 comply with any additional obligations as set out in the Specification or as agreed with Money Pathway from time to time.

4.2 If Money Pathway's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):

4.2.1 without limiting or affecting any other right or remedy available to it, Money Pathway shall have the right (i) to suspend performance of the Services until the Client remedies the Client Default, and (ii) to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Money Pathway's performance of any of its obligations;

4.2.2 Money Pathway shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Money Pathway's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Client shall reimburse Money Pathway on written demand for any costs or losses sustained or incurred by Money Pathway arising directly or indirectly from the Client Default.

5. Charges and payment

5.1 During the continuance of the Appointment and in consideration of Money Pathway's provision of the Services, the Client shall pay to Money Pathway the Charges in accordance with the terms set out in the Engagement Letter and these Terms.

5.2 Notwithstanding the content of the Engagement Letter, the Client hereby irrevocably agrees to pay to Money Pathway such additional sums which (in Money Pathway's absolute discretion) are required as a result of the Client's instructions, lack of instructions, unclear instructions or untimely instructions, or which are as a result of any inaccuracy of any Client Material or any other cause attributable to the Client.

5.3 The Client shall pay to Money Pathway the cost of travel, accommodation and subsistence expenses incurred by Money Pathway or its directors, officers, employees or other representatives in providing the Services and/or Deliverables.

5.4 Unless expressly set out in the Engagement Letter or otherwise agreed by Money Pathway in writing from time to time, the Charges shall not include delivery costs or third party disbursements, which shall be charged to, and paid by, the Client separately.

5.5 Money Pathway reserves the right to increase the Charges. Money Pathway shall give to the Client not less than one (1) month's notice (email acceptable) of any price increase.

5.6 Money Pathway shall submit invoices to the Client regularly and usually monthly, whether in advance or in arrears, and on an interim basis.

5.7 Unless otherwise specified in the Engagement Letter, the Client shall pay each invoice submitted by Money Pathway:

5.7.1 within fourteen (14) days of the date of the invoice; and

- 5.7.2 in full and in cleared funds to a bank account nominated in writing by Money Pathway.
- 5.8 Time shall be of the essence of the Contract in respect of payment of Money Pathway's invoices.
- 5.9 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Money Pathway to the Client, the Client shall, on receipt of a valid VAT invoice from Money Pathway, pay to Money Pathway such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.10 If the Client fails to make a payment due to Money Pathway under the Contract by the due date, then, without limiting Money Pathway's remedies under clause 10, the Client shall pay interest on the overdue sum from the due date for the period of each day that payment is overdue to the time that payment of the overdue sum is made, whether before or after judgment. Interest under this clause 5.10 will accrue each day at 6% (six per cent) a year above the Bank of England's base rate from time to time, but at 6% (six per cent) a year for any period when that base rate is below 0% (zero).
- 5.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (except in respect of any deduction or withholding of tax as required by law, in which case the Client shall pay to Money Pathway such additional sums as are necessary to ensure that Money Pathway receives the full value of the amounts due, as if no such deduction or withholding had occurred).

6. Intellectual property rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services and the Deliverables (other than Intellectual Property Rights in any Client Material) shall be owned by Money Pathway or by the applicable licensor(s).
- 6.2 Subject to and conditional upon the Client paying the Charges to Money Pathway in full, Money Pathway hereby grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables, but only in respect of (i) the specific client(s) and/or purpose for whom the Services and/or Deliverables were prepared and/or (ii) such other purposes as may be expressly set out in the Engagement Letter.
- 6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2 without Money Pathway's written consent.
- 6.4 The Client grants Money Pathway a fully paid-up, non-exclusive, royalty-free, non-transferable, irrevocable licence to copy and modify any Client Material for the purpose of providing the Services.

6.5 The Client warrants that any Client Material (and any other material provided by the Client to Money Pathway), and its use by Money Pathway, will not infringe any Intellectual Property Rights of any third party. The Client hereby agrees to, on demand, indemnify and hold Money Pathway harmless against any loss, damages, costs, expenses or other claims resulting from the infringement or alleged infringement of any third party's Intellectual Property Rights by any Client Material or any other material provided by the Client to Money Pathway.

7. Data protection

7.1 For the purposes of this clause 7, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

7.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

7.3 The parties acknowledge that for the purposes of the Applicable Data Protection Laws, the Client is the controller and Money Pathway is the processor of any Client Personal Data supplied by the Client to Money Pathway during the course of the Appointment in order for Money Pathway to perform the Services.

7.4 Should the determination in clause 7.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 7 and/or the Engagement Letter.

7.5 Without prejudice to clause 7.2, the Client warrants that it shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of Client Personal Data to Money Pathway for the duration and purposes of this Agreement.

7.6 Without prejudice to clause 7.2, Money Pathway shall, in relation to Client Personal data:

7.6.1 process that Client Personal Data only on the written instructions of the Client, unless Money Pathway is required by Applicable Laws to otherwise process that Client Personal Data ("**Purpose**"). Where Money Pathway relies on Applicable Laws as the basis for processing Client Personal Data, Money Pathway shall promptly notify the Client of this before performing the processing required by the Application Data Protection Laws unless those Applicable Data Protection Laws prohibit Money Pathway from so notifying the Client;

7.6.2 implement reasonable technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, having regard to the state of technological development and the cost of implementing any measures;

7.6.3 ensure that any personnel engaged and authorised by Money Pathway to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

- 7.6.4 assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Money Pathway), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 7.6.5 notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data; and
 - 7.6.6 if directed by the Client in writing, delete or return Client Personal Data and copies thereof to the Client on termination or expiry of the Appointment unless Money Pathway is required or permitted by applicable law to continue to process that Client Personal Data. For the purposes of this clause 7.6.6, Client Personal Data shall be considered deleted where it is put beyond further use by Money Pathway.
- 7.7 The Client provides its prior, general authorisation for Money Pathway to:
- 7.7.1 appoint processors to process the Client Personal Data, provided that Money Pathway shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and no less onerous than the obligations imposed on Money Pathway in this clause 7;
 - 7.7.2 transfer Client Personal Data outside of the UK as required for the Purpose, provided that Money Pathway shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Money Pathway, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).
- 7.8 Money Pathway may, at any time on not less than 30 (thirty) days' notice, revise this clause 7 by replacing it with any applicable standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms and/or the Engagement Letter).
- 7.9 Money Pathway's liability for losses arising from breaches of this clause 7 is limited to the amounts set out in clause 9.
- 8. Consumer Rights: THIS CLAUSE ONLY APPLIES IF YOU ARE BUYING SERVICES FROM MONEY PATHWAY AS AN INDIVIDUAL CONSUMER, NOT AS A BUSINESS**
- 8.1 This clause 8 only applies where the Client is buying services from Money Pathway in their capacity as an individual consumer. This clause 8 does not apply where the Client is buying services from Money Pathway as a business. If the Client is a sole trader, partnership, limited company, publicly limited company, charity, or other incorporated or unincorporated entity, then this clause 8 shall not apply.

- 8.2 Where you are a consumer and you buy services from a business away from the business's premises, the law gives you certain consumer rights. We summarise the key consumer rights in this clause 8.2:

Summary of your key legal consumer rights when you buy services as an individual consumer away from the supplier's premises (e.g. where you are an individual consumer who services online, via the phone, on your doorstep, or in your own home):

Please note that these rights only apply where the Client is an individual consumer who has bought the services off-premises. These rights do not apply where the Client is a business, and Money Pathway does not offer these terms to businesses clients.

Right of cancellation (also known as the 'right to change your mind'):

If you are a consumer who buys services away from the supplier's business premises (for example, where you buy the services online, via email or telephone, on your doorstep, or in your own home), then you will usually have a right to change your mind and to cancel the contract within 14 days after the date on which your order is confirmed. This is known as the "**cancellation period**" or "**cooling-off period**".

However:

- You lose this right of cancellation once the 14-day cooling-off period expires;
- If you have expressly asked us to carry out work during the 14-day cooling-off period and we have provided you with the required information about your legal rights, then you lose this right of cancellation once the services have been completed, even if the services are completed within the 14-day cooling-off period;
- If you have expressly asked us to carry out work during the 14-day cooling-off period and we have provided you with the required information about your legal rights, if you decide to cancel the service *before* the end of the 14-day cooling-off period but *after* the services have started to be performed, then the supplier is entitled to charge for the services which have been provided up until the time that you choose to cancel the contract. **This means that you usually won't be entitled to a full refund where the services have started to be performed before you change your mind;** and
- You cannot cancel a booking for specified services, such as bookings for accommodation or leisure activities for a specific date or period.

Your rights if something is wrong:

If you are a consumer and you buy services which are not provided with reasonable care and skill, the Consumer Rights Act 2015 allows you to ask for the defective services to be

repeated or fixed, or to get some money back if the defective services cannot be repeated or fixed. The amount of money which you may be entitled to be refunded will depend on the circumstances.

If you are a consumer, then the Consumer Rights Act 2015 also gives you the following rights:

- if a price for the services has not been agreed upfront, then what you're asked to pay for those services must be reasonable; and
- if a timeframe for the delivery of the services has not been agreed upfront, then the services must be carried out within a reasonable time.

8.3 If you change your mind and wish to cancel your contract in accordance with your legal rights, then to exercise your right of cancellation as set out in clause 8.2, please let us know, by phone, email or by post. You can use the example cancellation form which we provide to you, but you do not have to. Where you are entitled to a refund in accordance with the law or where we otherwise agree to provide a refund, we will issue the refund as soon as possible, sending the refund by the method you used for payment. We won't charge a fee for the refund, and we will make the refund as soon as reasonably possible.

8.4 If you feel that something is wrong with the Services, please let us know. Your legal rights are summarised in clause 8.2.

9. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in this clause 9 limits:

9.2.1 the Client's payment obligations to Money Pathway; or

9.2.2 any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation.

9.3 Subject to clause 9.2 (Liabilities which cannot legally be limited):

9.3.1 Money Pathway's total liability to the Client shall not exceed the value of the monies paid to Money Pathway by the Client under this Contract; and

9.3.2 Money Pathway wholly excludes the following types of loss:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss; and

9.3.3 Money Pathway shall have no liability for any accidental loss or damage of any Client Materials or any other materials provided by the Client during the term of the Appointment.

9.4 The Client hereby agrees to afford Money Pathway not less than twenty-eight (28) days in which to remedy any breach of its contractual obligations in these Terms and/or any act or omission of Money Pathway which falls within clause 9.1.

9.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.6 This clause 9 shall survive termination of the Contract.

10. Termination and Contract suspension

10.1 Without affecting any other right or remedy available to it, Money Pathway may terminate the Contract by giving the Client not less than 30 (thirty) calendar days' notice.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;

10.2.2 where the other party is a business, if that other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any

of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.2.3 where the other party is a business, if the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, Money Pathway may (without liability to the Client) terminate the Contract with immediate effect by giving written notice to the Client if:

10.3.1 the Client fails to pay any amount due under the Contract on the due date for payment; or

10.3.2 where the client is a business, if the Client is a company or partnership and undergoes a change of Control.

10.4 Without affecting any other right or remedy available to it, Money Pathway may (without liability to the Client) immediately suspend the supply of Services under the Contract or any other contract between the Client and Money Pathway if:

10.4.1 the Client fails to pay any amount due under the Contract on the due date for payment; and/or

10.4.2 the Client becomes subject to any of the events listed in clauses 10.2.2, 10.2.3 or 10.2.4, or Money Pathway reasonably believes that the Client is about to become subject to any of them.

11. Consequences of termination or expiry

11.1 On termination or expiry of the Contract for whatever reason:

11.1.1 the Client shall immediately pay to Money Pathway (without deduction, set-off or withholding) all of Money Pathway's outstanding unpaid invoices and interest, and, in respect of Services and/or Deliverables supplied or which are a work-in-progress but for which no invoice has been submitted, Money Pathway shall submit an invoice, which shall be payable by the Client immediately on receipt; and

11.1.2 the Client shall return all of Money Pathway Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then Money Pathway and/or its agents may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect, including (but not limited to): clause 2 (Basis of contract), 3 (Supply of Services), 5 (charges and payment), 6 (intellectual property rights), 7 (data protection), 9 (limitation of liability), this clause 11 (consequences of termination), and 12 (miscellaneous provisions).

12. Miscellaneous Provisions

12.1 Assignment and other dealings.

12.1.1 Money Pathway may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.1.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Money Pathway.

12.2 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.3 Confidentiality.

12.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 12.3.2.

12.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

- 12.4 **Variation.** Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.5 **Waiver.** A waiver of any Money Pathway right or remedy under the Contract or by law is only effective if given by Money Pathway in writing expressly stating that it is a waiver of Money Pathway's rights or remedies. Any such waiver properly delivered shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by Money Pathway to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise by Money Pathway of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy by Money Pathway.
- 12.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. Money Pathway may in its discretion insert a replacement provision which, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.8 **Notices.**
- 12.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in Engagement Letter. Notices shall not be validly delivered if sent by fax.
- 12.8.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.9 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 12.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England.
- 12.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.