

JPO Solutions Limited

Standard Terms and Conditions Updated October 2025

Definitions:

In these terms and conditions:

“JPO” shall mean JPO Solutions Limited, a company incorporated in England and Wales (Company Registration No. 7270168), whose registered office is Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ.

“Client” shall mean the company, firm or person to whom JPO shall provide its consultancy or other services.

General:

These terms and conditions comprise the basis on which JPO shall supply its services to the Client and in any resulting contract (“the Contract”) will prevail over any other terms and conditions.

Fees:

Unless otherwise agreed, fees are charged for the actual time spent by the individual consultant working on the assignment, at agreed hourly, daily or weekly rates. Weekly fee rates are based on a working week of five eight-hour days. Fees are charged for all time spent on Client affairs, whether on the Client’s premises or elsewhere. No charge is made for time worked in excess of such normal hours, unless previously agreed with the Client, or for absence due to sickness or holidays.

The fee rates quoted are subject to periodic review, normally annually with effect from 1st January each year. Any increase in fee rates will only be applicable after a minimum of one month’s notice.

Unless specified to the contrary, the fees quoted do not cover the time taken or the cost of travelling, accommodation and other out-of-pocket expenses incurred in connection on the assignment. The actual costs incurred are therefore charged in addition to our hourly fees.

Where travel to customer site is required, JPO shall not charge for the time taken to travel to/from the customer site up to a maximum of two (2) hours per visit. Any additional travel time in excess of two hours per visit will be charged at 50% of the agreed hourly fee rate. Where mileage is charged, the distance measured is from the consultant’s home address or the JPO office, whichever is the closer, and is charged at the rate of 50 pence per mile, subject to annual review on 1st January.

If, during the course of our work, a need for ancillary services not specified in the Contract is identified, the Client’s agreement to their use will be obtained before any expenditure is incurred.

Payment:

Unless otherwise agreed fees and expenses are invoiced monthly and are payable within 30 days of the invoice date, subject to the addition of Value Added Tax where applicable.

In cases where a fixed sum covering both fees and expenses is agreed with the Client, a payment schedule, which provides for interim payments during the provision of service, will also be agreed.

Time for payment shall be of the essence, interest shall be due, and payable on all overdue amounts at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 as applicable to a claim for statutory interest.

Liability:

JPO undertakes to devote its attention and use its reasonable skill and care in providing its consultancy or other services to the Client. JPO shall not be liable for any failure to provide its services or complete the Contract resulting from force majeure or any other event outside JPO's control.

The limit of JPO's liability for failing to provide its services and complete the Contract shall be the amount of fees paid by the Client to JPO provided that in no circumstances shall JPO be liable for any consequential loss or business interruption.

Nothing in the above clause shall exclude or restrict JPO's liability for death or personal injury caused directly by its negligence.

Indemnity:

Subject to any liability of JPO in accordance with the above clause, the Client shall indemnify JPO against any loss or damage suffered by the Client or any third party in connection with the provision of its services under the Contract.

Confidentiality:

JPO undertakes to treat any information it may obtain regarding the present or future business activities of the Client as strictly confidential and undertakes not to disclose the same to any third party. The obligation devolves upon all members of JPO individually and is a condition of their contract of service.

All surveys, forecasts and recommendations in this and any subsequent report or letter are made in good faith and based on the information provided to JPO. Their achievement must depend, among other things, on the effective co-operation of the Client, its servants or agents.

Experience has shown that it is in the Client's own interest to ensure that JPO's consultants are provided with the accommodation, facilities (including secure storage facilities for confidential data) and secretarial assistance normally available to the Client's own senior executives.

Offers of Employment:

During the term of this Agreement each party agrees not to directly or indirectly solicit for hiring nor attempt to solicit the services of any employee of the other party who worked for that party in connection with the Agreement in the preceding six months without the prior written consent of that party.

If, in such an instance, an employee is offered and subsequently takes up employment with the Customer, contrary to this understanding, then the Customer will pay JPO a fee of 6 months' salary.

JPO Solutions Limited

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