ddp Enterprises LIMITED

Terms and Conditions of Contract

1   All agreements are made solely between clients and ddp Enterprises Limited - "ddp". These terms and conditions form an integral part of any contract for the provision of consultancy, training or other services. The use of the name "ddp" will also refer to any consultants appointed by ddp to implement this contract.

2   Where more than one consultant is employed on an assignment (other than ddp consultants) and it is agreed between the parties that ddp should be the principal and responsible for the management of the contract, then other consultants are sub-contractors to the principal and a letter of agreement will be put in place to govern their relations.

3   ddp is an independent Limited Company and nothing in any agreements shall be construed as making it an agent of the client.

4   Both parties will enter into a contract based on a written proposal and these terms and conditions. The proposal will cover the following:-

a) the objectives of the assignment;

b) scope of the assignment including the methodology;

c) the responsibilities of the parties including those to be undertaken by the client;

d) the stages of the assignment including if applicable provision for progress meetings;

e) the output of the assignment, e.g. report, recommendations etc.;

f) the estimated consultant time and the estimated cost based on stated fee rates and estimated expenses.

5   Professional time of consultants will be billed on the basis agreed. Should the scope of the work or the original estimates of time be changed, this should be confirmed by a supplementary exchange of letters between the client and ddp.

6   In addition the client will reimburse all out-of pocket expenses as detailed in the written proposal.

7   Bills will be submitted at intervals agreed in the written proposal and payment becomes due within fourteen days of submission. Each bill shall be accompanied by receipts or other documentation as appropriate.

8   Termination arrangements will be agreed between ddp and the client at the start of the contract.

9   ddp reserves the right to withdraw from an assignment if conditions develop which impair the successful completion of the assignment or lead to a conflict of interest or other problems of an ethical nature. ddp will not be responsible for any client costs thereby incurred.

10 ddp shall treat any information about the affairs of the client gained in the course of an assignment as confidential and will not disclose such information without the express permission of the client unless it has already been disclosed.

11 ddp shall not enter into an agreement with two or more clients with competing interests without first securing the clients' agreement.

12 ddp provides advice to clients and acts in good faith. No liability can be accepted for the financial and/or any other consequence resulting from that advice or work, except where any financial or other consequence arises from the negligence of ddp.

13 ddp assigns to the client the copyright and all intellectual property rights resulting from the work carried out for the client. Notwithstanding the foregoing, no rights are hereby transferred to the client or any third party in any copyright or other intellectual property rights owned by ddp or its consultants prior to the commencement of the assignment. For the avoidance of doubt, ddp shall also be free to utilise in its ordinary course of business the intellectual property rights acquired during the work for the client.

14 Clients may not directly or indirectly approach any ddp consultants to offer assignments or employment either during the contract period or for a period of twelve months after the contract has been completed.

15 If the client approaches the consultant with both parties written agreement and wishes to utilise the consultant on either a project or employment basis, then a fee of 20% of the contract value or the annual salary will be paid to ddp on the commencement of the assignment or employment.