

EMERGENCY RESPONSE SERVICE – MEMBER BOOKING CONDITIONS

1. GENERAL

(a) Audits and emergency response intervention and advice (The “Services”) provided by Pharos Emergency Response Services Ltd (the “Company”) a Company Registered in England and Wales 8298242 and whose registered office is Albany House, 14 Shute End, Wokingham, Berkshire, RG40 1BJ to any organisation applying for the Services (the “Client”) and all resulting contracts or other arrangements shall be governed by these Terms and Conditions. This shall constitute the entire agreement (the “Contract”) between the Client and the Company.

(b) Save as otherwise provided, no variation to the Contract shall be valid unless it is in writing and signed by and on behalf of the Client and the Company.

(c) This Contract shall not replace or in any way supersede the insurance policy or other services provided by AIM to its Members.

2. DEFINITIONS

In this Contract, the following terms shall have the following meanings:

“AIM” means the Activities Industry Mutual Limited, a Company Registered in England 05372198 and whose registered office is 7 Maltings Place, 169 Tower Bridge Road, London SE1 3JB. AIM is an appointed representative of Regis Mutual Management Limited.

“Client” means any organisation that is a current policyholder (or Member) of AIM to which the Company will provide the Services. This shall include the Client’s successors and assigns.

“Client Information” means the Deliverables and all oral and written information provided by the Client that is confidential or amounts to a trade secret, is commercially sensitive and which may not be readily available to others engaged in a similar business to that of Client.

“Deliverables” mean the major incident management audit, other report or documentation that will be provided by the Company to the Client.

“Services” means the major incident management advice, intervention or consultancy to the Client performed by the Company. Annual service shall mean subscription for a calendar year from the commencement of the Services.

“Consultant” shall mean any director, officer, employee, agent or authorised sub-contractor engaged by the Company to conduct the Services.

3. PROVISION OF SERVICES

(a) The Company will provide the Services using reasonable care and skill and in accordance with the limits of the instructions received by the Client and the content of communications between the Company and Client.

(b) The content of the Deliverables represents the Company’s professional incident management audit based upon facts and documents provided at the time of performance of the Services only and within the limits of the instructions received. These are solely for the benefit of the Client which is responsible for acting as they see fit on the basis of such Deliverables.

(c) The Company may delegate the performance of all or part of the Services to an agent or subcontractor and the Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.

(d) The Client acknowledges that the Company neither takes the place of the Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client.

(e) The Services and Deliverables shall include:

- Major incident audit and report or other similar annual service of similar cost to the Company

- Access to 24 hour telephone advice service

- An inclusive quantity of intervention service time as detailed on the invoice presented to the Client.

(f) Fees for intervention services in response to incidents that meet with the approved definition provided by AIM to its Members shall be invoiced by the Company to AIM. However, the Client shall be liable for any fees for Services that do not meet the threshold definitions provided by AIM to its Members.

4. CLIENT OBLIGATIONS

(a) Conduct the major incident audit upon commencement of the Service and provide the Company with all relevant and requested policies, records, information and facilities such that the Company may render the Services;

(b) Ensure that sufficient information, instructions and documents are given in due time to enable the required Services to be performed;

(c) When appropriate, procure all necessary access for the Company's representatives to the premises or locations where the Services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services;

(d) comply with the Company's reasonable requests to conduct interviews, meetings or discussions with the Client's or related third party employees and agents on any matters relating to the Services, within such timeframes as the Company shall establish;

(e) Supply, if required, any special equipment and personnel necessary for the performance of the Services;

(f) Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the Services.

(g) Inform the Company in advance of any known hazards or dangers, actual or potential, that the Consultant may be exposed to.

5. FEES AND PAYMENT

(a) The Company shall invoice the Client as agreed for an annual fee.

(b) Unless a shorter period is established in the invoice, the Client will promptly pay not later than 30 days from the invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company. Failing this, interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) The Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off that it may allege against the Company.

(d) The Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) The Client shall pay all of the Company's collection costs, including legal fees and related costs.

(f) Additional fees shall be charged for operations that are not included in the Contract such as additional health and safety or other consultancy services. A copy of the Company's prevailing charging rates are available upon request from the Company.

(g) If the Company is unable to perform all or part of the Services for any cause whatsoever outside the Company's control including failure by Clients to comply with any of its obligations provided for in clauses 4 and 5 above, the Company shall nevertheless be entitled to payment of:

(1) the amount of all non-refundable expenses incurred by the Company; and

(2) the agreed annual fee.

(h) Unless otherwise stated, all fees quoted are exclusive of Consultant travelling and subsistence costs necessary to fulfill the Services (which will be charged to the Client at cost). All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.

6. TERMINATION AND CANCELLATION

(a) Unless otherwise agreed in writing the Client shall be entitled to terminate the Contract at any time by giving not less than thirty days' notice in writing to the Company. If the Client terminates the Contract (other than by reason of default by the Company in its obligations) the Company shall be entitled to charge the Client reasonable fees at its prevailing rates and expenses in respect of work carried out by it for the Client prior to termination.

(b) Unless otherwise agreed in writing, either Party may terminate the Contract by reason of serious default by the other party (the "Breaching party") in its obligations at any time by giving not less than thirty (30) days' notice in writing to the Breaching Party after the Breaching Party failed to fix the notified default within thirty 30 days from notification.

(c) Either Party shall be entitled to terminate provision

of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

(d) Unless otherwise agreed in writing the obligations of the parties defined in article 8 below shall apply notwithstanding the completion of the Services or termination of the Contract.

(e) If the Client wishes to cancel or postpone its annual subscription, then it shall do so only in writing and the Company will charge a cancellation fee limited to:

- notice received under 14 days from completion of the Deliverables - 100% of the agreed fees for the service
- notice received 14- 28 days from completion of the Deliverables - 50% of the agreed fees for the service

(f) Postponements that last for more than six months shall at the discretion of the Company be treated as repudiation and the full amount of the fee will be payable forthwith.

(g) The Company reserves the right to assign such Consultants to deliver the service as it shall see fit and will notify the Client in advance of the Service. If the Client wishes to request an alternative Consultant/s for example due to a potential conflict of interest, it shall notify the Company in writing with the reason for the request.

7. LIABILITY AND INDEMNIFICATION

(a) The Company undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.

(b) Nothing in these Conditions shall exclude or limit the Company's liability to the Client for death or personal injury or for fraud or any other matter resulting from the Company's negligence for which it would be illegal to exclude or limit its liability.

(c) Subject to clause 7(a), the liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to the fee paid to the Company under the Contract.

(d) The Deliverables are issued on the basis of information, documents and/or discussions provided by, or on behalf of, Clients and solely for the benefit of Clients who are responsible for acting as they see fit on the basis of such Deliverables. Neither the Company nor any of its Consultants shall be liable to Clients nor any third party for any actions taken or not

taken on the basis of such Deliverables nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company by, or on behalf of, the Clients.

(e) The Company shall not be liable for any delayed, partial or total non-performance of the Services arising directly or indirectly from any event outside the Company's control including failure by Clients to comply with any of its obligations hereunder.

(f) The Company shall have no liability for:

- any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the advice or reports; and (iii) any incorrect results or advice arising from unclear, erroneous, incomplete, misleading or false information provided to the Company;

- for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and

- any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

(g) In the event of any claim, Clients must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

(i) the date of performance by the Company of the Service which gives rise to the claim; or

(ii) the date when the Service should have been completed in the event of any alleged non-performance.

8. CONFIDENTIALITY

(a) As used herein, "Confidential Information" shall include the Client Information and any information oral or written that a party may acquire from the other party pursuant to the Contract provided. However, Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the

receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed by an independent third party with a right to make such disclosure (4) is required to be disclosed to AIM in respect of an incident in AIM's capacity as cover provider to the Client.

(b) Unless required by law, neither party shall disclose the other's Confidential Information to any person or entity except as expressly provided for herein.

(c) At the request and expense of the Client, the Company will complete any reasonable non-disclosure agreement.

(d) The Company owns the intellectual property of all documentation associated with the Service that includes online or printed material, presentations, manuals, handouts, information and any other material that is used in connection with the service and will seek to protect such rights against violation.

9. FORCE MAJEURE

(a) If the Company is prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which a Contract has been made, the Client will pay to the Company:

(i) the amount of all abortive expenditures actually made or incurred;

(ii) a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out;

and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

10. OWNERSHIP AND USE OF DELIVERABLES

(a) The ownership of the Deliverable provided to the Client shall be vested in the Client. The Company has the right to make and retain copies of said Deliverable for the purposes of Company's own records subject to the provisions of Article 8 above.

11. MISCELLANEOUS

(a) If any one or more provisions of these Terms and Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Except as expressly provided for herein, the Client may not assign any of their rights or obligations hereunder without the Company's prior written consent.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

12. COMPLAINTS, APPEAL AND CONFLICTS

a. If the Client wishes to challenge the findings and results of Deliverables or other reports, it must notify the Company within 30 days. The Company shall provide evidence to support its findings and if agreement cannot be made, an independent auditor agreeable to both parties shall be appointed at the equally shared expense of both parties.

b. Complaints shall be made in writing to the Company at the Registered Address. The Client hereby permits the Company to notify AIM of any complaint made against the Company.

c. Both the Company and Client shall notify each other in writing of any known potential conflicts of interest in advance of engagement.

d. The Client shall notify the Company in writing of requests for changes in Consultant due to potential conflicts of interest with justification in advance of engagement. The Company shall accommodate any such reasonable requests of the Client.

13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

(a) Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of England and Wales.

April 2014