

1. Introduction

This document sets out the terms on which we accept instructions and charge for our services. Our aim is to provide you with a professional Quality and Regulatory Consulting service which meets your requirements in a cost-effective manner.

If you are unclear about anything in these Terms please do not hesitate to contact us.

2. Interpretation

In these terms:

“Business Day”	means a day other than a Saturday, Sunday or public holiday in England.
“Contract”	means these Terms and the relevant Quotation accepted in accordance with clause 3.
“Data Protection Legislation”	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).
“Fees”	means our charges for providing the Services as set out in the Quotation or otherwise agreed in writing.
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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.
“Quotation”	means our quotation or other such communication to you setting out the basis on which we will work with you.
“Services”	means the professional services provided by PRQR, including any deliverables, goods and/or materials forming part thereof, detailed in the Quotation supplied by us to you.
“Terms”	means this document titled Standard Terms and Conditions of Business.
“UK Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive

	(2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
“us/we/our/PRQR”	means PRQR Limited, a limited company registered in England and Wales under number 12605238, and also includes our employees, agents, representatives and third party sub-contractors.
“you/your”	means the client; the person/company (including their employees, agents, representatives and third party assignees), who purchases and/or receives the Services from us.

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) 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.

(c) A reference to writing or written includes e-mail.

3. Your instructions to us

When you ask us to act for you in a new matter we will provide you with a Quotation, which will set out the context and the services we will provide. Any Quotation given by us shall not constitute an offer, and is only valid for such validity period (if any) from its date of issue as is specified in the Quotation.

This Quotation will be accompanied by these Terms. Both documents should be read together. If there is any inconsistency between the Quotation and these Terms, the Quotation will take precedence.

Our Quotation along with these Terms are sent to you using “Adobe Sign”. The Quotation and these Terms will be deemed accepted by you once the Quotation is electronically signed and returned to us or once you instruct us to begin work pursuant to the Quotation if you have not signed and returned it, which in either case shall constitute an offer by you to purchase the Services in accordance with the Quotation and these Terms.

If you accept a Quotation, you are at the same time accepting these Terms. The two documents together form the basis of our Contract with you.

These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

The Contract will come into existence on the date we issue our acknowledgement and acceptance of your offer to purchase the Services in accordance with the Quotation and these Terms, whether such offer is made by you electronically signing the Quotation by Adobe Sign and returning it to us (or signing it by such other written means as is agreed in advance with us) or by you instructing us to begin work pursuant to the Quotation where you have not signed it. Our acceptance must be given in writing.

These Terms shall remain in force until altered in writing and signed by both parties.

4. Authority to Give Instructions

Unless we are acting for you personally, you should tell us at the outset who is authorised to give us instructions on your behalf. Unless we are advised by you to the contrary, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us on your behalf.

We will act on instructions provided to us orally or in writing, unless otherwise agreed with you.

5. Our responsibilities

We will provide the Services using reasonable care and skill, and in accordance with the Quotation.

All times, dates and prices given to you in the Quotation or otherwise are estimates only and may vary as a result of, for example, the level of changes requested by you.

We reserve the right to amend the Quotation and/or the Services provided to you if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in any such event.

PRQR is not a firm of solicitors and therefore is not regulated by the Solicitors Regulation Authority. Use of our services does not create a solicitor-client relationship.

Any training courses attended are intended to give an overview and are for informative purposes only. They are not intended to be a definitive or comprehensive guide, or act as a substitute for taking proper legal advice. We suggest that delegates take professional legal advice in relation to their precise requirements and we do not accept any responsibility whatsoever if they do not. We do not recommend that any delegates give legal advice and we do not take any responsibility if they do so.

6. Your responsibilities

You are responsible for:

- a) ensuring the Quotation and any information you provide is complete and accurate;
- b) co-operating with us in all matters relating to the Services;
- c) ensuring we have any required access to your premises and suitable space and facilities in which we can deliver the Services at the dates and times agreed;
- d) being on time to any planned meetings or events;
- e) making any payments due to us in a timely manner; and
- f) where applicable, making IR35 determinations and provide us with a Status Determination Statement notice within 1 week of us beginning work for you

7. Access and Communication

We are normally contactable on working days between 09.00 and 17.00, except when we are with another client and therefore may be unable to be contacted.

All queries should be made through our e-mail address or telephone number stated in the footer of these Terms, unless you have been provided with alternative contact details.

All telephone calls will be responded to as soon as reasonably possible and usually on the same day the call is received. All other correspondence will normally be responded to within 48 hours of receipt unless it is not practicable to do so. All communication will be by e-mail unless you specifically request otherwise.

8. Fees

How our Fees are calculated

Our Fees will be calculated on the basis set out in our Quotation or as otherwise agreed with you in writing.

Unless we agree otherwise, our Fees are calculated by reference to our applicable charge rates and the time spent by us on providing the Services pursuant to the Contract. Our time is charged in units of 15 minutes.

Our charge rates may vary according to the work being carried out and are as detailed in our Quotation to you. Unless we agree otherwise, travelling and waiting time will be charged for additionally at the reduced charge rate detailed in our Quotation to you.

We will maintain a record of the time spent by us on providing the Services pursuant to the Contract.

We reserve the right to review our charge rates from time to time, but we will not change our applicable charges for provision of the Services pursuant to the Contract once our provision of such Services has commenced.

All Fees due under the Contract will be subject to any applicable taxation, including (where relevant) VAT.

Expenses and third party costs

We will be entitled to charge you for any expenses reasonably incurred (in addition to our Fees) in connection with the Services, including travelling expenses, hotel costs, subsistence and any other associated expenses. All expenses will be agreed prior to being incurred.

Unless otherwise stated, our Fees exclude any third party costs or the costs of materials which are not yet known but will form part of the Services, which if applicable will be agreed separately. Third party costs may include training materials, room hire, printing, postage and carriage, taxi, train, or air travel and hotel accommodation.

Additional charges

For the avoidance of doubt, unless otherwise provided in our Quotation, and except as otherwise provided herein, you shall pay any additional charges which are incurred as a result of any:

- a) additional work required or requested, including additional meetings, reviews or reports or any changes requested by you which are outside the scope of the Contract; and/or
- b) delays caused by you or your third party suppliers or matters otherwise outside our reasonable control.

Such charges shall be in addition to all other amounts payable under the Contract, despite any maximum budget, contract price or final price identified in the Contract.

9. Billing and Payment

We will invoice you each month in arrears, unless otherwise agreed with you in writing. It is our standard practice to bill all outstanding Fees on a regular basis throughout the Contract.

Where the Services requested are lengthy or complex or involve managing third party costs on your behalf, we reserve the right to request a deposit or stage payments, which will (if applicable) be detailed in our Quotation to you.

Payment for the Services will be required within 30 days of the date of our invoice. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Payment should be made by direct bank transfer. We cannot accept cash, cheque, credit card or debit card payment. Bank details for direct bank transfers can be made available on request.

Time for payment shall be of the essence of the Contract.

All invoices will be delivered to the e-mail address you provided to us or to the e-mail address to which the Quotation was originally sent. We will not invoice you in hard copy unless you specifically request it (for which an administrative charge will be applied).

Any queries relating to an invoice must be received within 7 days from the date of the invoice. In the absence of any such query within such timescale, you shall remain liable to pay the full amount invoiced within the original timescale detailed on the invoice.

Where we have submitted work requiring your comment/approval prior to completion, you are requested to respond within 30 days. After this time, if you have not contacted us, we reserve the right to invoice you for the full amount quoted.

Late payment

If an invoice or part thereof remains outstanding after 30 days from the date of invoice, we reserve the right to charge interest, suspend work on the Contract and/or any other contract on which we are advising you and/or terminate the Contract. Interest shall be charged on the outstanding sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 8% a year above the Bank of England's base rate from time to time.

We reserve the right to levy additional charges for late payment, including an administration fee of £40 for each notice of late payment we issue to you and will take all action required to recover any sums outstanding.

Invoices overdue by more than 60 days may be passed to debt recovery services for recovery plus any related costs and expenses and you should be aware that costs of recovery can significantly escalate at this point.

We advise our clients to exercise great caution should you receive any communication in any form regarding change of our bank details. If you are a victim of third party fraud and you make payment regarding our services to a third party bank account, even if it appears to be ours, you remain liable to us for the full amount.

10. Communicating with us

Our preferred method of communication is e-mail, unless you specifically request otherwise. Both parties agree to accept the risks of using e-mail, including the risks of viruses and unauthorised access.

We each agree to use reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

Internet communications are capable of data corruption and interception, therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. It is the responsibility of you to carry out a virus check on any attachments received.

11. Confidential Information

Each party acknowledges that, in connection with the Contract, it may receive certain confidential or proprietary technical and business information and materials of the other party (**Confidential Information**). Each party, its agents and employers shall hold and maintain in strict confidence all Confidential Information, shall not disclose such Confidential Information to any third party and shall not use any Confidential Information: (i) except as may be necessary to perform its obligations under the Contract; and/or (ii) except as may be required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, the parties agree in writing the information is not confidential and may be disclosed, or is otherwise properly received by a third party without obligation of confidentiality.

If confidentiality is an issue of particular concern we would advise of a separate 2-way mutual confidentiality agreement, which we can provide free of charge. Such separate agreement would supersede the requirements of this clause 11.

We will comply with the Data Protection Legislation in storing and processing any personal information you provide to us.

12. Intellectual Property and Copyright

We retain ownership of any and all copyright or other Intellectual Property Rights arising out of or in connection with the Services, including any documents and materials created by us for you (in whatever form).

Subject to payment of all relevant invoices, you will have the non-exclusive right to use those documents and materials for the purposes for which they have been prepared for you. If you fail to

pay any invoices owed by you to us, we reserve the right to revoke access (where possible) to documents and materials created for you at any time and without notice. You may not assign or otherwise transfer the rights in this clause 12.

You agree that we may keep hard and/or electronic copies of documents and other materials created or obtained in connection with the Services so that we may use such know-how for future works, subject always to our duty of confidentiality to you.

13. Storage of Information

You agree that we may store documents and papers electronically.

It is important that you keep all documents that relate in any way to the Contract in respect of which you have instructed us. This also includes electronic data such as e-mails.

At the conclusion of the Contract, we are entitled to retain all your papers and documents while there is money owing to us for our Fees.

We will retain all documents and materials relating to the Contract for a minimum of 3 years after the completion of the Services, unless you specifically ask us otherwise, for which a charge may be applied. Your data is retained in accordance with our privacy policy, see clause 15 below.

14. Termination of Instructions

You may terminate your instructions in writing to us at any time within the relevant notice period.

Consultancy Services

Consultancy services may be cancelled on receipt of 30 days' notice.

All cancellation requests must be received and agreed in writing by us. The date on which the letter or e-mail is received by us will be deemed to be the date on which the request has been made.

Where you give less than 30 days' notice you will be liable to pay us, in addition to the Fees for all work undertaken and for all expenses incurred up to the date of termination, a payment of 50% of any Fees that would have been due in the next 30 days had the instructions not been cancelled or, where no timescales have been specified, 50% of the remaining instructions value.

Training courses

Training courses may be cancelled as follows;

- a) if you are able to give more than 30 days' notice of cancellation you will have no liability to us;
- b) if you give us between 14 and 30 days' notice of cancellation you will be liable to pay to us a charge of 50% of the value of the training to cover our administrative and other costs; or
- c) if you give us less than 14 days' notice of cancellation you will be liable to us to pay the full value of the training.

Rescheduling

A request to reschedule a course will be treated as a request to cancel the course and rebook under a new contract.

We reserve the right to vary or cancel a course where the occasion necessitates. Our liability in these circumstances shall be limited to refunding any Fees already paid in respect of the course.

For the avoidance of doubt, this clause 14 applies to any contract between us, even in circumstances where it comes into existence within 30 days of the proposed start date for our provision of the relevant services.

Our right to terminate

We may terminate the Contract if:

- a) you are in material breach of the Contract, and such breach is not remedied promptly by you. A material breach means any breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which we would otherwise derive from a substantial part of the Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding; or
- b) we are made aware or given notice of any action, proceedings, procedure or step being taken for or in connection with:
 - (i) your winding up, dissolution or re-organisation;
 - (ii) the appointment of a liquidator or other similar officer in respect of you or any of your assets;
 - (iii) your suspension of, or threatening to suspend, payment of your debts or your inability to pay your debts as they fall due or your admission to us of any such inability; or
 - (iv) your suspension or cessation of, or threatening to suspend or ceasing to carry on, all or a substantial part of your business.

Consequences of termination

On termination of the Contract, you shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

You shall also return all documents and associated materials which have been produced as part of the Services which have not been fully paid for. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination.

15. Data Protection

Our privacy policy is available here: <https://www.prqr.co.uk/privacy-policy>. The policy sets out our responsibilities and how we use your data, in accordance with the Data Protection Legislation. By entering into discussions with us and providing us with your data, you consent to us holding and processing your data in accordance with our privacy policy. You have various rights with respect to your data and these are detailed within our privacy policy.

16. Liability

You confirm that you are acting as principal and not as an agent for anyone else. No other person may use or rely on our advice or these Terms or any other contractual documentation or other terms agreed between you and us without our prior written consent. In particular, where you are a company, we will not accept duties to any other member of your group or to any of your affiliates.

We limit our liability for any claims made in respect of our negligence and/or breach of contract (including in respect of any omission) or in any other way arising from the Contract to the Fees due under the Contract.

Neither party shall be liable for any indirect or consequential losses or expenses, including: loss of or damage to anticipated profits, contracts, reputation, goodwill, loss of use or corruption of software, data or information, labour costs or losses or expenses arising from third party claims.

Notwithstanding the above, nothing in these Terms will limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or reckless disregard of our obligations or in other circumstances where and to the extent that the law prohibits us from doing so.

We have given commitments as to the quality and conformance of the Services as described in clause 5. In view of these commitments, 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.

This clause 16 shall survive termination of the Contract.

17. General

Force majeure

If either party is subject to an event of force majeure, that is circumstances outside its reasonable control, including war, fire, industrial disputes, pandemic or epidemic, riots or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of force majeure.

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, and shall prevail over any conditions contained or referred to in any of your documents or otherwise.

Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

Legal Status

The relationship between us shall be that of an independent contractor and not in any way that of employer and employee. Any contract between us is non-exclusive, either party being free to engage in any business of its choosing with any establishment of its selection. We shall at all times be in control of the work delivered in respect of how the work and deliverables are conducted and completed.

No partnership or agency

Nothing in these Terms shall create a partnership or joint venture between us and, save as expressly provided in these Terms, neither of us shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other.

Further work

Nothing in these Terms shall create an obligation by you or us to provide, offer or accept further work.

Severance

If any part of these Terms or any other part of the Contract is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed and will be ineffective but without affecting any other provisions which will remain in full force and effect.

Waiver

The failure by us at any time or for any period to enforce any of the rights or remedies within these Terms shall not be a waiver of them or a waiver of the right to enforce such Terms on a future occasion.

Assignment

You may not assign the Contract or any rights or obligations under it without our prior written consent.

Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

Governing law and jurisdiction

Our relationship with you will be governed by and interpreted in accordance with the law of England and Wales. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our Quotation or the Contract and any matter arising from or under them. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

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