

JACKSONS CONSULTING

Standard Terms and Conditions of Engagement

Version 1.0 – April 2026

These Standard Terms and Conditions of Engagement (“Conditions”) govern all consulting, survey, inspection, training, and advisory services provided by Jacksons Consulting (“the Consultant”) to any client (“the Client”). By engaging the Consultant or accepting a quotation or proposal, the Client agrees to be bound by these Conditions. Any terms proposed by the Client which conflict with or add to these Conditions shall have no effect unless expressly agreed in writing by the Consultant.

1. Definitions

In these Conditions:

- “Engagement” means any instruction, commission, or project accepted by the Consultant.
- “Fees” means the charges payable by the Client for the Services, as set out in the Proposal or agreed in writing.
- “PI Insurance” means the Consultant’s professional indemnity insurance policy in force at the relevant time.
- “Proposal” means a written quotation, scope of work, or letter of engagement issued by the Consultant.
- “Report” means any written output, survey report, inspection report, technical assessment, or other deliverable produced by the Consultant.
- “Services” means the consulting, survey, inspection, training, project oversight, or advisory services described in the Proposal.
- “Expert Witness Services” has the meaning given in Clause 11.

2. Basis of Engagement

2.1 The Consultant will provide the Services with reasonable skill and care, in accordance with recognised professional standards applicable to specialist coatings and surface protection consultancy within the superyacht and marine industry.

2.2 The Services will be performed as described in the Proposal. Any material change to scope must be agreed in writing. Additional work arising from changed scope will be charged at the Consultant’s then-current day or hourly rate.

2.3 Where no Proposal has been issued, these Conditions apply to all Services provided from the date of first instruction.

3. Fees and Payment

3.1 Fees are as set out in the Proposal, or where not specified, at the Consultant’s current published rates.

3.2 Invoices are due for payment within 14 days of the invoice date. Time is of the essence in respect of payment.

3.3 The Consultant reserves the right to charge interest on overdue amounts at the rate of 8% per annum above the Bank of England base rate, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until the date of actual payment.

3.4 The Consultant may require payment of a deposit or retainer prior to commencing the Engagement. Where a retainer is held, it will be applied against the final invoice; any balance will be refunded.

3.5 All Fees are exclusive of VAT (where applicable), travel, accommodation, subsistence, and disbursements, which will be charged in addition at cost unless otherwise stated in the Proposal.

3.6 The Consultant may suspend provision of Services if any invoice remains unpaid beyond 21 days of the due date, without prejudice to any other rights.

4. Cancellation and Postponement

4.1 If the Client cancels or postpones an Engagement after confirmation, the following cancellation charges apply:

- More than 14 days' notice: no charge, or loss of deposit where a deposit has been taken.
- 8–14 days' notice: 50% of the agreed Fees for the cancelled work.
- Fewer than 7 days' notice: 100% of the agreed Fees for the cancelled work.

4.2 Where travel or accommodation has been booked and cannot be recovered, those costs will be charged in full regardless of the cancellation period.

5. Reports and Deliverables

5.1 Reports and deliverables are prepared for the specific purpose and Client described in the Proposal. They may not be relied upon by any third party without the Consultant's prior written consent.

5.2 Where a Report is prepared in connection with a commercial transaction or for use by third parties, any such reliance is subject to a separate written agreement and may attract additional fees.

5.3 The Consultant's conclusions are based on conditions observed at the time of inspection and information made available at that time. The Consultant accepts no liability for matters which were not reasonably apparent or accessible during the inspection, or for changes in condition occurring after the date of inspection.

5.4 Draft Reports are provided for factual accuracy checking only. The Client must notify the Consultant of any factual inaccuracies within 7 days of receipt. The Consultant's professional opinion and conclusions are not subject to amendment at the Client's direction.

6. Intellectual Property

6.1 Copyright and all other intellectual property in Reports, training materials, specifications, and other deliverables produced by the Consultant remains vested in the Consultant unless otherwise agreed in writing.

6.2 Upon full payment of all Fees due, the Consultant grants the Client a non-exclusive, non-transferable licence to use the deliverables for the purposes stated in the Proposal.

6.3 Training materials, course content, and methodologies developed by the Consultant may not be reproduced, redistributed, or used to deliver training by or for any third party without the Consultant's prior written consent.

7. Confidentiality

7.1 Each party undertakes to keep confidential all proprietary or commercially sensitive information received from the other in connection with the Engagement, and not to disclose it to any third party without prior written consent, except as required by law or court order.

7.2 The Consultant may refer to the Engagement in general terms for the purposes of professional experience and capability statements, unless the Client expressly requests otherwise in writing at the time of engagement.

8. Liability

8.1 Nothing in these Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by applicable law.

8.2 Subject to Clause 8.1, the Consultant's total aggregate liability to the Client arising out of or in connection with any Engagement (whether in contract, tort, breach of statutory duty, or otherwise) shall not exceed the

limit of the Consultant's PI Insurance in force at the time the claim arises, or the total Fees paid in respect of the relevant Engagement, whichever is the lesser.

8.3 The Consultant shall not be liable for:

- Any indirect, consequential, or special loss;
- Loss of profit, revenue, contract, or anticipated savings;
- Loss arising from reliance on the Consultant's work by any party other than the Client (unless separately agreed in writing);
- Loss arising from information withheld, inaccessible areas, or conditions not apparent at the time of inspection.

8.4 The Client shall take reasonable steps to mitigate any loss. The Consultant's liability shall be reduced proportionately where the Client's own acts or omissions contributed to the loss.

8.5 Any claim must be notified to the Consultant in writing within 12 months of the date on which the Client became aware (or ought reasonably to have become aware) of the circumstances giving rise to the claim. Claims notified after this period are time-barred.

9. Health, Safety, and Access

9.1 The Client is responsible for ensuring that the Consultant and any accompanying personnel are provided with safe access to all areas required for the performance of the Services, including the provision of appropriate equipment, scaffolding, working platforms, and safety briefings where required.

9.2 The Consultant reserves the right to decline to inspect or work in areas where safe access has not been provided, without liability, and without prejudice to the right to charge for attendance.

9.3 The Client shall indemnify the Consultant against any losses, claims, or liabilities arising from failure to provide safe working conditions, except to the extent caused by the Consultant's own negligence.

10. Governing Law and Dispute Resolution

10.1 The governing law and dispute resolution mechanism applicable to any Engagement shall be determined by the registered office or principal place of business of the Client, as set out in this Clause.

10.2 UK Clients

Where the Client is registered or principally based in the United Kingdom, these Conditions and any Engagement governed by them shall be construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales, save that the Consultant reserves the right to seek interim or emergency relief in any competent jurisdiction.

10.3 Clients Outside the United Kingdom

Where the Client is registered or principally based outside the United Kingdom, the following provisions apply:

- **Governing Law:** The Engagement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016 edition), available at www.unidroit.org. Where the UNIDROIT Principles do not address a particular matter, English law shall apply as a supplementary source.
- **Dispute Resolution:** Any dispute, claim, or difference arising out of or in connection with these Conditions or any Engagement, including questions of formation, validity, or termination, shall be referred first to good-faith negotiation between the parties for a period of 21 days from written notice of the dispute.
- **Arbitration:** If the dispute is not resolved by negotiation within 21 days, it shall be finally determined by arbitration under the Rules of the London Court of International Arbitration (LCIA), which Rules are deemed incorporated by reference. The seat of arbitration shall be London, England. The tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English.
- **Enforcement:** An arbitral award rendered under this Clause shall be final and binding on the parties and may be enforced in any jurisdiction that is a signatory to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958).

10.4 Interim Relief

Nothing in this Clause shall prevent either party from applying to any court of competent jurisdiction for urgent interim or injunctive relief pending the resolution of a dispute, without waiving the right to arbitration or the applicable governing law.

10.5 Mandatory Local Law

Nothing in this Clause excludes the application of any mandatory provisions of local law that cannot be excluded by agreement. However, as these Conditions govern business-to-business engagements exclusively, consumer protection legislation is not expected to apply.

11. Expert Witness Engagements

The following provisions apply specifically to any Engagement in which the Consultant is instructed to provide expert witness services, whether in litigation, arbitration, adjudication, or alternative dispute resolution proceedings (“Expert Witness Services”). In the event of any conflict between this Clause 11 and the preceding clauses, this Clause 11 prevails.

11.1 Overriding Duty to the Court

The Consultant’s overriding duty in any Expert Witness Engagement is to the court or tribunal, not to the instructing party. The Consultant will comply with the applicable procedural rules (including CPR Part 35 in England and Wales, or equivalent rules in other jurisdictions) and any relevant practice directions. The Consultant’s opinions will be independent and impartial, and will not be modified at the direction of any party.

11.2 Scope of Instructions

Expert Witness Services will only be undertaken on receipt of a formal letter of instruction. The Consultant will confirm in writing whether the instruction falls within their area of expertise before accepting. Instructions to act as a single joint expert must be agreed by all parties and confirmed in writing.

11.3 Fees

Expert witness fees are charged at the Consultant’s applicable day or hourly rate, including preparation, report writing, attendance at experts’ meetings, and court or tribunal attendance. Unless ordered otherwise by the court, the instructing party remains liable for all fees regardless of the outcome of the proceedings. Fee agreements are not contingency-based.

11.4 Liability

To the extent permitted by law, the Consultant accepts no liability to any party arising from the performance of Expert Witness Services, in recognition of the quasi-judicial nature of the role and the Consultant’s overriding duty to the court.

11.5 Withdrawal

The Consultant reserves the right to withdraw from an Expert Witness Engagement if instructed to act in a manner inconsistent with the overriding duty to the court, or if it becomes apparent that the instruction falls outside the Consultant’s area of expertise.

12. General

12.1 Entire Agreement

These Conditions, together with any Proposal or letter of engagement, constitute the entire agreement between the parties and supersede all prior representations, discussions, and agreements relating to the subject matter.

12.2 Variation

No variation to these Conditions shall be effective unless agreed in writing and signed by the Consultant.

12.3 Severance

If any provision of these Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

12.4 Waiver

Failure by the Consultant to enforce any provision of these Conditions shall not constitute a waiver of any right to enforce that provision or any other provision in future.

12.5 Force Majeure

The Consultant shall not be in breach of these Conditions for any failure or delay in performance caused by circumstances beyond the Consultant's reasonable control, including acts of God, severe weather, transport disruption, industrial action, or public health emergency. The Consultant will notify the Client promptly and resume performance as soon as reasonably practicable.

12.6 Assignment

The Client may not assign, transfer, or subcontract any rights or obligations under these Conditions without the Consultant's prior written consent. The Consultant may engage suitably qualified sub-consultants where appropriate, subject to maintaining overall responsibility for the Services.

Acceptance

Engagement of the Consultant's Services constitutes acceptance of these Conditions in their entirety. Where a Proposal or letter of engagement has been issued, the Client's signature, written confirmation, or commencement of the Engagement signifies acceptance.

Jacksons Consulting

Registered address and contact details as set out in the Proposal or letter of engagement.