HSJ Information

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Professional Services Specification

When you agree to purchase Products or Professional Services from the Company your Agreement will be subject to these Professional Services Specification below ("Professional Services Specification") and the Company General Terms and Conditions together "the Agreement".

1. DEFINITIONS:

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

1.1 **"Professional Services**" shall mean any professional services including but not limited to consulting and/or professional services in relation to Products and / or Services provided by the Company.

2. SCOPE OF THESE PROFESSIONAL SERVICES SPECIFICATIONS

2.1 These Professional Services Specification together with the Company General Terms and Conditions shall apply to all Orders placed by the Client.

2.2 Any Professional Services provided under the terms of this Agreement are provided to the Client, and the Company shall not be under any obligation to provide the Professional Services to any other party.

2.3 If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

3. PROVISION OF PROFESSIONAL SERVICES AND CLIENT WARRANTIES

3.1 In the event that the Company requires the decision, approval, consent or any other communication from the Client in order to provide the Professional Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner. The Client acknowledges that any delay on the Client's part of providing any such decision, approval, consent or any other communication may delay the provision of the Professional Services, for which the Company shall have no liability to the Client.

3.2 If the nature of the Professional Services requires that the Company has access to the Client's property, the Client shall provide access to the same as required.

3.3 The Company shall not be liable to the Client for any delay in the provision of the Professional Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 4.

3.4 The Client undertakes to support any Professional Services provided through appropriate marketing and promotional channels and to collaborate with the Company on any appropriate joint marketing or promotional projects relating to the Professional Services.

3.5 The Client undertakes to ensure its personnel exercise the Professional Services benefits in accordance with the terms of this Agreement.

3.6 The Client warrants that it shall not engage in joint promotions with any third party in relation to the Professional Services without the Company's prior written consent.

4. CANCELLATION, POSTPONEMENT AND INACTIVITY

4.1 The Company will not be deemed to be in breach of this Agreement or otherwise liable to the Client for any failure or delay in performing its obligations where, in its commercially reasonable

HSJ Information Ltd.
Company registration 02530185 | VAT NO.GB 475 5053 79
Registered office: The White Chapel Building, 1st Floor, 10 Whitechapel High Street, London, E1 8QS
E: support@hsjinformation.co.uk **T:** +44 (0)333 355 8998

opinion (including on the occurrence of an event of force majeure) it decides to postpone the provision of Professional Services. In the event of such a situation, the Company will give written notice to you of its decision as soon as is reasonably practicable after the decision has been made.

4.2 the Company will have no obligation to refund all or part of the Fee in the event of postponement of the Commencement Date for the provision of the Professional Services.

4.3 In the case of postponement of the Commencement Date, you are deemed to accept the new Commencement Date and may not terminate this Agreement.

4.4 Other than by prior mutual agreement in writing between the Parties, where the Client fails to provide Client Materials, the Professional Services shall be forfeited by the Client and the Company shall have no liability to the Client in this regard.

4.5 For the avoidance of doubt, the Company shall have no obligation to refund any amount of Fees paid where the Client fails to use or forfeits, in accordance with clause 3.4, the Professional Services commissioned.

4.6 The Company shall have no obligation to refund all or part of the Fee paid in the event of cancellation by the Client.

5. PAYMENT OF FEES

5.1 The Client shall pay the Fees as set out in the Order. Unless otherwise specified in the Order, the Client shall pay the Fees in relation to any Professional Services as follows:

5.1.1 Fifty (50) per cent of the total Fees at the time of placing the Order; and

5.1.2 Fifty (50) per cent of the total Fees on receipt by the Client of the final deliverable as set out in the Order.

6. COSTS AND OBLIGATIONS ON TERMINATION

6.1 Where termination occurs before the Professional Services have been completed, the Company will refund to the Client a proportion of the Fees paid, deducting the costs of any Professional Services delivered up to and including the date of termination, together with associated expenses;

6.2 If the data flow or provision changes without the Company's control and/or due to its act or omission, and the Company is unable to continue providing the specific services, the Company shall review the impact on the remaining services to be delivered. The Company shall, in its commercially reasonable opinion and at its sole discretion, agree to make an appropriate adjustment to the Fees, which may include any applicable refund.

6.3 In the event of the Client terminating without cause, the Client shall remain liable for the full Fees agreed upon.

6.4 Upon expiry or termination of this Agreement, the Parties agree that:

6.4.1 the Company's obligations to provide any further Professional Services will cease with immediate effect;

6.4.2 Any licences granted to the Client pursuant to this Agreement will immediately cease; and

6.4.3 The Client will destroy any Company and / or event materials and remove the marks from any other materials and / or Client Materials in its possession.

7. NON-SOLICITATION

7.1 Neither Party shall, during the Term of this Agreement and for a period of six (6) months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.

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7.2 Neither Party shall, during the Term for this Agreement and for a period of six (6) months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

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