



TERMS & CONDITIONS

Between ERUDITUS LIMITED & CONTRACTOR, VENDOR, SUPPLIER
AND OR SERVICE PROVIDER

Eruditus Limited

Grosvenor House, 11 St Paul's Square, Birmingham, B3 1RB

TERMS & CONDITIONS

CLIENT

Eruditus Limited
Grosvenor House, 11 St Paul's Square,
Birmingham B3 1RB
(the "Client")

CONTRACTOR, VENDOR, SUPPLIER AND OR SERVICE PROVIDER

The Contractor this is being served to in
person, writing, email or text message.
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in these terms.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in these terms and conditions, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - The scope of works as agreed to in writing, email or text messages
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

3. These Terms (the "Term") will begin on the first day and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided below. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms take effect.

CURRENCY

5. Except as otherwise provided in these terms, all monetary amounts referred to are in GBP.

PAYMENT

6. The Contractor will charge the Client a flat fee as agreed for each Phase in email and text message correspondence for the Services (the "Payment").
7. The Client will be invoiced as follows:
 - Once works are signed off at each Phase.
8. Invoices submitted by the Contractor to the Client are due within 7 working days, unless works disputed
9. The invoices are to include Value Added Tax, where applicable.
10. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
11. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

CONFIDENTIALITY

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract. Please also refer to the Clients Confidentiality agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under these terms are Confidential Information regardless of whether it was provided before or after starting on site or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under the agreed works, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiry or termination of works on site, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under these terms it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that these terms do not create a partnership or joint venture between them and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

20. Except as otherwise provided in these terms, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under these terms and the Client will not hire or engage any third parties to assist with the provision of the Services, unless otherwise agreed.
21. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in these terms, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the works. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in these terms, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.
24. The Contractor will have duties under health and safety law. This also applies when a Contractor employs subcontractors. You will fulfil your duties as a Contractor under the Construction Design and Management Regulations 2015 (CDM). All Healthy and Safety is the responsibility of the Contractor and it is the Contractor's responsibility to identify hazards and control risks pertaining to works/services provided. The Client assumes no responsibility for injuries caused as a result of Contractor, sub-contractor or other contractor faults.

NO EXCLUSIVITY

25. The Parties acknowledge that these terms are non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

26. All notices, requests, demands or other communications required or permitted by these terms will be given in writing and delivered to the Parties at the following addresses:
- a. Eruditus Limited
Grosvenor House, 11 St Paul's Square, Birmingham, B3 1RB
 - b. The Contractor
The Contractors email or physical address or to such other address as notified.

INDEMNIFICATION

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with the Services. This indemnification will survive the termination of this Contract.

ADDITIONAL CLAUSES

28. Eruditus Limited. reserves the right to terminate the contract/the Services, without penalty, if quality of works are disputed.
29. Payments for each phase of works will be paid in full, within 7 working days once works have been signed off by either a director or an agent of Eruditus Limited.
30. Early termination part way through the Services by the Contractor will mean that Eruditus Limited reserves the right to withhold payment immediately, irrespective of the amount of works completed. The Client also reserves the right to seek reasonable damages caused as a result of; delays, duplication of works or remedial works required rectifying works partly completed.
31. These terms supersede and override any and all contractual terms and conditions of the other contracting party (the Contractor) howsoever and whenever communicated.

MODIFICATION OF CONTRACT

32. Any amendment or modification to these terms or additional obligation assumed by either Party in connection with the Service will only be binding if evidenced in writing and agreed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

33. Time is of the essence in reference to the Service. No extension or variation of to these terms will operate as a waiver of this provision. All works to be completed within the estimated time provided with a reasonable leigh way of 4 weeks delay or otherwise agreed between the parties. An unagreeable delay will result in The Client exercising their right to withhold payment and seek delay related damages.

ASSIGNMENT

34. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under these terms in reference to the Service without the prior written consent of the Client.

ENTIRE AGREEMENT

35. It is agreed that there is no representation, warranty, collateral agreement or condition affecting these terms except as expressly provided or agreed.

ENUREMENT

36. These Terms will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

37. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting the Terms.

GENDER

38. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

39. These terms will be governed by and construed in accordance with the laws of England.

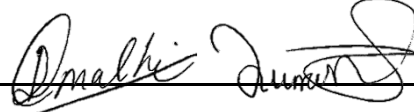
SEVERABILITY

40. In the event that any of the provisions of these Terms are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of these Terms.

WAIVER

41. The waiver by either Party of a breach, default, delay or omission of any of the provisions of these Terms by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Eruditus Limited.

Per:  (Seal)

Director Name's: Mr Deepak Malhi and Mrs
Louise Malhi