



Terms and Conditions of Business Provision of Consultants and Outsourced Projects & Studies

OILFIELD PRODUCTION CONSULTANTS (OPC) LIMITED

Standard Terms and Conditions of Business

These terms and conditions are entered into between OILFIELD PRODUCTION CONSULTANTS (OPC) LTD (hereinafter called "the Contractor or OPC") and its Clients (hereinafter called "the Client") when the Contractor provides services or software to the Client. Headings do not form a contractual part of the terms and conditions of business but are for guidance only.

GENERAL

1. Value Added Tax (VAT) or any other local taxes will be added at the appropriate rate to the invoice where applicable. Where the work is performed outside of the United Kingdom, it is strictly agreed that the client will be responsible for all financial liabilities arising from provision of the services or products including but not limited to personal, purchase and corporate taxes and for making payment or causing payment of them to be made on behalf of OPC or the client.

CONSULTANTS

2. Commencement of duties by a Consultant for the Client is deemed acceptance of these terms and conditions.
3. The Client agrees to pay the hourly or daily charges of the contractor as advised at the time of confirming the services of the contractor for all time actually worked. Travelling, hotel, subsistence and all other expenses incurred in performance of the Contractor's duties shall be itemised on the Contractor's invoice in addition to the daily charges and will attract a mark up of 10%.
4. Should a Consultant provide services to the Client of a different nature to that originally requested the charges made by the Contractor will be at the rate for the job function booked or worked whichever is the greater.
5. The client agrees to pay the Contractor for the services of the Consultant. Settlement of invoices is 30 days from date of invoice.
6. The Contractor shall not be liable for any loss, damage, expense or inconvenience caused to the Client resulting from or caused by any wilful default, dishonesty, breach of faith or any negligence or any other act or omission by the Consultant whilst engaged on the Client's business or whilst on the Client's premises or arising out of or in any way connected with the services to which this contract relates and the Client will indemnify the Contractor in respect of any liability to which the Contractor might thereby be exposed.
7. In no event shall the Contractor be liable to the Client for any direct, special or consequential losses of any kind including but not limited to loss of revenue or anticipated profits, loss or delay of production, loss of a well or business interruptions, however caused.
8. The Consultant is engaged by the Contractor and cannot accept engagements, either permanent or temporary, by the Client except by arrangement through the Contractor..
9. The Client will notify the Contractor immediately should an offer of permanent employment be made to the Consultant by the Client/or any person associated with the Client. Should the consultant take up a position of permanent employment with the Client or any legal entity associated in any way, including but not limited to suppliers, subsidiaries and associated companies, as a direct or indirect result of the introduction by Contractor, the following fee structure will apply:

Duration since 1st day invoiced	Fee (as %age of total remuneration package)
0 - 6 months	30%
6 - 9 months	25%
9 - 12 months	20%
12 - 18 months	15%
18 months +	10%

10. The Client will not allow a Consultant placed by the Contractor to transfer the booking to any other agency or bureau during the course of a temporary assignment. Should a Consultant attempt to transfer the booking to another agency or bureau the client will notify the Contractor.
11. Should a Consultant prove unsatisfactory, the Client shall notify the Contractor immediately. If a Consultant is kept longer than 2 hours he/she is deemed to be accepted as suitable for the assignment and no refund will be applicable under any circumstances.
12. The Consultant will work on a Contract between the Client and the Contractor. Neither the Contractor nor any of its Consultants, employees or subcontractors shall be deemed to be an employee of the Client.
13. Consultant will undertake duties at the well site or at the offices of the Client or of OPC pursuant with the requirements and requests of the Client to the best of the contractor's ability. During the course of these duties being carried out it is assumed at all times that the Client has complete custody and control of any well and of conditions created in the well and that the Client has knowledge superior to that of OPC or the Consultant with regards to the hazards that may be encountered.
14. In the case of temporary interruption of the services due to either Acts of God, War or Warlike Activities, Civil War, Revolution, Rebellion, Strikes, Riots or Civil Commotion, Military Activities, Administrative or Military Decisions by Governmental Authorities, invoicing will continue as if the services were continuing or the interruption was requested by the Client.



15. Personnel are subject to availability and OPC reserves the right to substitute a different person to that requested unless agreed otherwise in writing.
16. The Client shall be responsible for, indemnify and hold OPC, its Consultants, employees or subcontractors harmless from liabilities, costs, damages and expenses of every kind and nature resulting from personal injury including fatal injury and disease to any person employed by the Client whether or not the negligence or breach of duty of OPC, its Consultants, employees or subcontractors caused or contributed to such personal or fatal injury.
17. The Consultant will hold confidential and will not disclose to any third parties nor cause to be published any data or information belonging to the Client or its affiliates nor theories developed relating to the services performed for the Client under the Contract.
18. These are the usual terms and conditions of service and can be changed or altered only by agreement of both parties in writing.

PROJECTS AND STUDIES

19. The client agrees to pay the Contractor's invoices within 30 days from date of invoice. Progress invoices will be issued at the end of each calendar month, and the final invoice on conclusion of the study.
20. In making any measurements, interpretations or recommendations, OPC, its employees, servants or subcontractors will give the benefit of their best judgement. Nevertheless, since such services may be subject to errors beyond OPC's control or otherwise, OPC does not warrant and cannot warrant the accuracy or correctness of any measurements interpretations or recommendation and will not assume any responsibility for the consequences.
21. The final report will be issued on settlement of all invoices. Property in any report shall remain vested in OPC until the client has paid for the said report.
22. In the event of the report being delivered to the client, property in the said report shall not pass from OPC until:
 - (i) the client shall have paid the price plus VAT (where applicable) in full; and
 - (ii) no other sums whatsoever shall be due from the client to OPC.
23. Until property in the said report has passed to the client in accordance with paragraph 27 hereof, all property, title and rights remain vested in OPC. In particular, the client shall not:
 - (i) Disclose or copy the said report to any third party without the written consent of OPC. "Third party" shall be defined as including any associated or subsidiary company of the client.
 - (ii) Disclose any information contained in the report to any third party without the written consent of OPC.
 - (iii) Pledge or in any way charge by way of security for any indebtedness the report which is the property of OPC.
24. In the event that OPC is requested to act for any company by individual or corporate clients of which that individual client is an officer or shareholder, if that company fails to pay all or any part of OPC's invoices, that client shall and is deemed to have agreed to be personally responsible for any unpaid money unless a contrary intention is recorded at the time the request is made.
25. OPC shall be entitled to recover the price plus VAT where applicable notwithstanding that property in the report has not passed from OPC to the client.
26. These terms and conditions are subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SOFTWARE

27. The client is bound by and agrees to be bound by the terms and conditions of the companies who hold legal title to the software on whose behalf OPC acts.