



General Terms and Conditions of Business TAS Ventures Limited

1. Application

These Terms and Conditions ("the Conditions") shall apply to the Services provided by TAS Ventures Limited to

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by TAS Ventures Limited in writing.

2. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in Euros);
"You/your/yours"	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from us
"The Commencement Date"	the commencement date for this agreement is the date upon which you first authorise us to provide services to you
" Services"	means the services to be provided by us to you as agreed in written correspondence between us.
"We/our/us"	TAS Ventures Limited

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. The Service

3.1 With effect from the Commencement Date we shall, in consideration of the fees being paid in accordance with the terms of payment (set out in these Conditions), provide the Services expressly identified in the written

correspondence between us or otherwise agreed under this agreement.

3.2 We will use reasonable care and skill to perform the Services.

3.3 We shall use all reasonable endeavours to complete our obligations under the terms agreed between us, but time will not be of the essence in the performance of these obligations.

4. Fees and Costs

4.1 You agree to pay us all fees in accordance with the terms of payment herein.

4.2 In addition we shall be entitled to recover from you our reasonable incidental expenses and disbursements in connection with the provision of the Services.

4.3 You will pay us for any additional services we provide that are not specified in the original quotation in accordance with the rate as may be agreed between us. Any charge for additional services will be supplemental to the amounts that may be due for the Services.

4.4 All sums payable by either party pursuant to this Agreement are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that party shall be additionally liable. All fees quoted by us to you will be subject to VAT and any other applicable tax/levy

5. Payment

5.1 All payments required to be made pursuant to this Agreement by you shall be made within 14 (fourteen) days of the date of the relevant invoice without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

5.2 The time of payment shall be of the essence of these terms and conditions. If you fail to make any payment on the due date in respect of the price or any other sum due under these Conditions then we shall, without prejudice to any other rights which we may have, including legal action, exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.3 In the event of default of payment by you to us under any contract for the provision by us of services for any reason (for the avoidance of doubt including without limitation bankruptcy, insolvency or re-financing) then your directors (if you are a limited company or public limited company) shall jointly and severally undertake to indemnify the Seller and guarantee payment immediately on demand for any debts owed including all costs and expenses incurred by the Seller in recovering the said sums owed.

6. Variation and amendments

6.1 If you wish to vary any details of the Services, you must notify us in writing as soon as possible. We shall endeavour (but cannot promise) to make any required changes and any additional costs thereby incurred shall be invoiced to you.

6.2 If, due to circumstances beyond our control, we have to make any change in

the arrangements relating to the provision of the Services we shall notify you forthwith. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

6.3

You agree to notify us of any change in your legal status. Failure so to do will prejudice future performance of our duties to you under this agreement.

7. Termination

We may terminate the agreement forthwith if:

7.1 You are in breach of any of your obligations hereunder; or

7.1.1 You have entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with your creditors generally or have an administrator, administrative receiver or receiver appointed over all or a substantial part of your undertaking or assets; or

7.1.2 you have become bankrupt or shall be deemed unable to pay your debts by virtue of Section 123 of the Insolvency Act 1986; or

7.1.3 you cease or threaten to cease to carry on business; or

7.1.4 any circumstances whatsoever beyond our reasonable control (including but not limited to the termination of the service through no fault of ours) arise that necessitate for whatever reason the termination of the provision of services.

7.2 In the event of termination under clause 7.1 we shall retain any sums you may already have paid to us and you shall pay forthwith any sums outstanding including without prejudice to any other rights we may have whether at law or otherwise.

8. Liability

8.1 Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of this contract or with your use of the Services supplied.

9. Force Majeure

9.1 Neither Party shall be liable to the other or be deemed to be in breach of the contract for the provision of Services by reason of any delay in performing, or any failure to perform, any of their obligations in relation to the Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing,

the following shall be regarded as causes beyond either party's reasonable control:-

- 9.2 act of God, explosion, flood, tempest, fire or accident;
- 9.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.5 import or export regulations or embargoes;
- 9.6 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either Party or of a third party);
- 9.7 difficulties in obtaining raw materials, labour, fuel, part or machinery;
- 9.8 power failure or breakdown in machinery.

10. Waiver

- 10.1 No waiver by us of any breach of these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.
- 10.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

11. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

12. Copyright

We reserve all copyright and all other rights (if any) which may subsist in the products of, or in connection with, the provision of our services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright and reserve the right to seek damages for any such infringement.

13. Notices and Service

- 13.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by sending via pre-paid registered post, email, facsimile transmission or other comparable means of communication.
- 13.2 Any notice or information given by post in the manner provided by Clause 13.1 which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and

that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

13.3 Any notice or information sent by e-mail, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that satisfactory evidence of transmission is available.

13.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time.

14. Confidentiality

Neither of us shall announce nor disclose the financial details of any contractual agreement between us unless specifically agreed in writing by us or as required by law or our professional advisers. Any such disclosure by either party shall in any event be made only after prior consultation with the other.

15. Applicable Law and Jurisdiction

These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English courts.

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