

**EXCIPIAN LTD TRADING AS A1 CHRONOLOGIES**  
**TERMS OF ENGAGEMENT FOR CHRONOLOGY SERVICES**

These Terms of Engagement ("**Terms**") set out the terms on which Excipian Ltd. (Company No: 06913406), registered in England and Wales and trading as A1 Chronologies ("**A1 Chronologies**") undertakes the preparation of chronologies for solicitors, insurers, and other professional clients (each a "**Client**").

Our work is factual and organisational. Chronologies are prepared from records supplied by the Client to assist case understanding, decision-making, or professional assessment. They do not constitute professional interpretation, legal analysis, or medical opinion and must not be relied upon as such.

By instructing us, you agree to these Terms, which apply to all chronology services ("**Services**") unless otherwise agreed in writing.

**1 General**

- 1.1 In consideration of the fees and charges agreed for the Services and/or such time and material charges accrued through the performance of the Services ("**Charges**"), A1 Chronologies shall provide the Client with the Services as set out in Section 2 and Schedule 1.
- 1.2 A1 Chronologies shall perform the Services with reasonable skill and care and in a manner consistent with standards reasonably expected of competent providers of chronology services.
- 1.3 These Terms commence on the earlier of (a) A1 Chronologies' written acceptance of an instruction, or (b) commencement of the Services, and terminate upon completion of the Services for that instruction unless terminated earlier in accordance with these Terms.
- 1.4 These Terms set out the entire agreement between the parties for the Services. Instructions received from, and Services provided to, insurers or other bodies are on the same terms as for instructing solicitors unless otherwise agreed in writing.
- 1.5 Definitions In these Terms:
  - 1.5.1 "**Working Day**" refers to Monday to Friday, excluding public holidays in England and Wales.

- 1.5.2 **“Page”** refers to a single Page of the PDF file(s) supplied by the Client, as rendered by a standard PDF viewer. All Pages received by A1 Chronologies, including duplicates, are billable at the rates set out in Schedule 1. Double-sided scans count as two Pages; landscape Pages count as one Page.
- 1.5.3 **“Typed Page”** refers to a Page where more than 50% of the content is digital or machine-typed text at 10pt or larger.
- 1.5.4 **“Small-font Page”** refers to a Page where more than 50% of the content is typed text under 10pt (or equivalent scale where font is not embedded).
- 1.5.5 **“Handwritten Page”** refers to a Page where more than 50% of the content is handwritten, or typed annotations/entries are materially illegible such that the Page must be read as handwriting.
- 1.5.6 **“Bulk Pricing Service”** refers to a discounted service (subject to availability) for individual instructions where the total Page count exceeds 2,000 Pages, as confirmed by A1 Chronologies following triage of the provided records. Both parties mutually agreed upon a discounted rate for such services, to be recorded in Schedule 1.
- 1.5.7 **“Express Service”** refers to a single instruction whereby both parties agree that the Services provided by A1 Chronologies are delivered on an accelerated timetable, subject to an additional fee set out in Schedule 1.
- 1.5.8 **“Time-and-Materials Service”** refers to a single instruction whereby both parties agree that the Services provided by A1 Chronologies are to be carried out on a “time-and-materials” basis, at an hourly rate and subject to additional fees as set out in Schedule 1.
- 1.5.9 **“Medicolegal Professional”** means an individual engaged by A1 Chronologies who is appropriately trained and experienced in record handling and chronology preparation, and who works to A1 Chronologies’ internal standards, templates, and quality assurance processes. The term does not imply registration with any healthcare or legal regulatory body, nor does it signify that the Services comprise medical opinion or expert witness evidence.

- 1.5.10 **"Expenses"** means any pre-agreed out-of-pocket expenses reasonably and properly incurred by A1 Chronologies in providing the Services, as specified in Schedule 1.
- 1.5.11 **"Records"** means all documents, notes, correspondence, digital files, assessments, reports, disclosure bundles, or other materials provided by the Client for the purpose of preparing a chronology or summary. This includes medical, police, school, social care, legal, psychological and any other record types, regardless of origin, format, or subject matter, as supplied.
- 1.5.12 **"Estimated Performance Date"** means the indicative date by which A1 Chronologies expects to complete the Services, as specified in Schedule 1 or otherwise notified in writing. It is calculated from the commencement of the Services in accordance with clause 2.2 but is provided as an estimate only and is not a contractually binding performance date.

## 2 Services

- 2.1 The Services shall consist of the preparation of a chronology, or chronologies where appropriate, from the Records provided by the Client, in the format and scope described in Schedule 1.
- 2.2 The Services will commence only once A1 Chronologies has received; (a) signed Terms of Engagement, (b) a completed order form (or equivalent in writing), and (c) the full set of legible, usable Records. An Estimated Performance Date is calculated from the latter of these three events.
- 2.3 Each chronology provided by A1 Chronologies will, as a minimum, include:
- a) a dated chronology of relevant events;
  - b) appropriate document references;
  - c) a case summary provided as a general guide only.

2.3.1 **Important Notice:** The case summary must not be relied upon for clinical or legal opinion. Responsibility for verifying accuracy and relevance rests with the Client and/or any qualified professional instructed in connection with the matter.

- 2.4 A1 Chronologies provides services limited to the factual organisation and presentation of the Records. In particular, the Services do not include professional interpretation, legal analysis, or clinical opinion unless expressly agreed in writing. Chronologies may be used in legal

proceedings, insurance assessments, regulatory reviews, or other professional contexts, but always subject to these limitations.

- 2.5 Any details contained within the case summary included in a chronology are provided solely as a general outline to assist with case understanding and must not be treated as a medical diagnosis, legal opinion, or professional advice.
- 2.5.1 Summarisation of Records - In preparing chronologies, A1 Chronologies may summarise or condense information from the Records to improve clarity and readability. Where records are summarised, they will be clearly labelled as such within the chronology. Summaries are provided as an aid to case understanding and should not be regarded as a substitute for the full underlying records. Responsibility for verifying the accuracy and completeness of any summary rests with the Client and/or any qualified professional instructed in connection with the matter.
- 2.5.2 Length of case summary - As standard, A1 Chronologies will limit the length of the case summary to one A4 page at 11 size font and standard spacing, unless otherwise deemed appropriate by A1 Chronologies.
- 2.6 In preparing chronologies, A1 Chronologies applies reasonable judgment to identify and include events considered relevant to the instructed case. However, responsibility for determining the ultimate legal or medical relevance of any entry rests with the Client and/or any qualified professional instructed in connection with the matter. The Client must review the chronology in conjunction with the original Records and shall remain liable for ensuring that all events required for the legal proceedings, claim, review, or other matter in question have been identified and relied upon.
- 2.6.1 Where, during triage or preparation of the chronology, A1 Chronologies reasonably identifies gaps or omissions in the Records, it may notify the Client and request additional records. Such notification is provided as a courtesy only and does not transfer responsibility for the completeness of the Records away from the Client.
- 2.7 Where Schedule 1 specifies an Estimated Performance Date, for our standard (non-express, non-bulk) service this is typically 20 Working Days from instruction and receipt of complete, usable records.
- 2.7.1 Any Estimated Performance is an estimate given in good faith and is not a contractually binding performance date. A1 Chronologies shall not be liable for failure to meet an Estimated Performance Date. We cannot accept court deadlines unless expressly

confirmed in writing.

- 2.7.2 If additional Records are supplied to A1 Chronologies after commencement of the Services, A1 Chronologies reserves the right to adjust the Estimated Performance Date to take account of the additional material. Any such adjustment will be notified to the Client in writing.
- 2.8 Express Service: At the discretion of A1 Chronologies and subject to availability, we will offer and accept requests for the Express Service, which is designed to provide our services on an accelerated timetable.
  - 2.8.1 The Express Service is subject to an additional fee set out in Schedule 1.
  - 2.8.2 The Estimated Performance Date for the Express Service will be specified as within 5 Working Days from the instruction and receipt of complete, usable records, unless agreed otherwise. Subject to clause 2.7.1.
  - 2.8.3 The Express Service is not available for a Bulk Instruction (clause 2.9) unless expressly agreed in writing.
- 2.9 Bulk Pricing Service: At the discretion of A1 Chronologies and subject to availability, we will offer and accept requests for a Bulk Pricing Service where the Page count exceeds 2,000 Pages.
  - 2.9.1 The Bulk Pricing Service applies a mutually agreed upon discount (typically 5 to 10%) on the total fee calculated from the standard rates set out in Schedule 1.
  - 2.9.2 In such cases, where A1 Chronologies accepts and the Client explicitly instructs and pays for a Bulk service, the parties will agree a realistic Estimated Performance Date in writing.
  - 2.9.3 Clause 2.7 does not apply to a Bulk Instruction unless expressly agreed in writing, subject to clause 2.7.1
- 2.10 Chronologies are prepared by Medicolegal Professionals (as defined in clause 1.5.7). All such personnel have relevant experience and training in Record handling and chronology methodology, and work to A1 Chronologies' internal quality standards.
- 2.11 A1 Chronologies performs the Services with reasonable skill and care, to a standard consistent with that reasonably expected of competent providers of chronology services. For the avoidance

of doubt, the Services do not comprise professional, legal, or medical opinion or expert witness evidence, and nothing in this clause elevates the Services to any such standards.

- 2.12 The applicable per-Page rate is determined following review by A1 Chronologies. Where a Page contains mixed content, the higher rate applies only if the handwritten or small-font content constitutes more than 50% of the content; otherwise, the standard Typed rate applies. Pages are counted by the raw number of PDF Pages counted by any appropriate PDF reading software.
- 2.13 Chronologies are supplied in PDF format by default, using A1 Chronologies' standard templates and formatting conventions, designed for consistency, readability, and professional use. If the Client requires a different format, file type, or structure, this must be clearly indicated in writing and agreed in advance. Where no such request is made, the chronology will be delivered in the standard PDF format.
- 2.14 A1 Chronologies offers two service levels — Basic and Premium — each designed to meet different client requirements. Both levels include the preparation of a clear, accurate, and well-structured chronology, with consistent formatting and a concise summary of the events relevant to the matter.
- 2.14.1 Basic Service:  
The Basic Service provides a professionally formatted chronology in PDF format, including a structured sequence of relevant events, a concise case summary, and page references to the supplied Records. The Basic Service applies where the Records are already in a legible and usable condition and do not require re-bundling, indexing, or pagination by A1 Chronologies.
- 2.14.2 Premium Service:  
The Premium Service includes all features of the Basic Service and is triggered by the inclusion of any of the features below, it does not require that all such features be performed. Any combination of these qualifies the instruction as a Premium Service:
- a) bundling of Records
  - b) indexing
  - c) pagination
  - d) internal hyperlinks from chronology entries to corresponding Record pages
  - e) integration of the chronology and Records into a single PDF file.
- 2.14.3 Specification Confirmation  
The applicable service level and features shall be agreed in the Order Form or otherwise confirmed in writing. If the Records require bundling, indexing, pagination, or any

organisation to create a usable set for chronology preparation, A1 Chronologies may require the Premium Service as a condition of accepting the instruction.

- 2.14.4 Following preliminary review of the provided Records, A1 Chronologies may recommend that the Premium Service is more suitable where the Records are extensive, disordered, or require bundling, indexing, pagination, hyperlinking, or other organisational work to ensure a usable output.

### 3 Client Obligations

- 3.1 The Client shall perform its obligations in accordance with these Terms and shall provide, at no charge to A1 Chronologies, all documents, materials, data and any other information, assistance and services reasonably necessary to enable A1 Chronologies to perform its obligations under these Terms, including without limitation:
- 3.1.1 to give adequate instructions and information as may reasonably be requested by A1 Chronologies as soon as reasonably possible. A1 Chronologies shall have the right to rely on any instructions or information given by the Client or any of its representatives;
  - 3.1.2 promptly, following receipt of a chronology from A1 Chronologies, to check that the matters covered in such chronology are correct, appropriate and complete;
  - 3.1.3 to procure that all permissions, licenses and consents which may be required by A1 Chronologies in the performance of the Services are obtained so as to enable us to properly fulfil our obligations under these Terms;
  - 3.1.4 if the Services or any part thereof are rejected by the Client without substantive grounds— including but not limited to rejection based solely on formatting preferences, stylistic differences, or matters not affecting substantive accuracy—such rejection may be deemed unreasonable. In that case, A1 Chronologies shall be entitled to charge the Client a reasonable sum for the work completed up until the time of such rejection, calculated at the time-and-materials rate set out in Schedule 1; and
  - 3.1.5 if the Client cancels the Services at any time, A1 Chronologies shall be entitled to charge a reasonable sum for the work done prior to the cancellation of the Services according to the cancellation provision set out at clause 4 below. All sums arising under the cancellation provision shall immediately fall due for payment.

- 3.2 The Client shall provide all relevant Records in a clear, legible, and complete form.
- 3.3 The Client warrants that all necessary consents, authorities, and lawful grounds for the processing of personal data, including medical or other sensitive data, have been obtained prior to instructing A1 Chronologies.
- 3.4 The Client shall indemnify and hold harmless A1 Chronologies from any claims, fines, or costs arising out of the Client's failure to obtain valid consents or lawful grounds.
- 3.5 The Client accepts that responsibility for verifying the completeness and relevance of the chronology rests with the Client and/or any qualified professional instructed in connection with the matter. A1 Chronologies shall not be liable for any omission or inclusion of material which, in hindsight, is alleged to be legally, medically, or professionally relevant.

#### **4 Charges and Cancellation**

- 4.1 The standard basis for Charges is a per-Page rate (of Records), as set out in Schedule 1. Unless expressly agreed otherwise in writing (for example, a Time-and-Materials Service under clause 1.5.8), all Services are charged on this per-Page basis. No VAT will be added to invoices. The Client remains responsible for any other applicable taxes that may lawfully arise.
- 4.1.1 Fee Estimates - Prior to Service commencement, A1 Chronologies may provide an estimated fee range based on the information available. Such estimates are indicative only and do not constitute a binding quote.
- 4.1.2 Order Confirmation - Following receipt of the Client's completed order form and records, A1 Chronologies will provide a formal Order Confirmation, setting out the Estimated Performance Date and the total fee calculated under the agreed charging basis.
- 4.1.3 Material Variations - Where the total fee in the Order Confirmation differs significantly (more than 15%) from any initial estimate provided, A1 Chronologies will notify the Client promptly and the Client may either (a) accept the revised estimate, or (b) withdraw or amend the instruction without liability, save for any reasonable time-and-materials charges incurred up to that point.
- 4.1.4 Invoice Basis - Invoices shall be issued in accordance with the charging structure set out in Schedule 1. The invoice total will reflect the actual page count and classifications



determined on completion of the Services, together with any applicable surcharges, discounts, card fees, or pre-approved Expenses as provided for in these Terms.

- 4.2 Where the Services are provided on a Time-and-Materials basis (only if expressly agreed in writing), the Charges payable for the Services shall be calculated in accordance with A1 Chronologies' standard fee rates, details of which are set out in Schedule 1.
- 4.3 Where the Express Service has been agreed (subject to availability), a surcharge of 25% shall apply to the standard fee rates. The Express Service will not be available in combination with the Bulk Pricing Service unless expressly agreed in writing by A1 Chronologies.
- 4.4 If the Client cancels the Services on written notice to A1 Chronologies less than 2 Working Days prior to commencement, the Client will be required to pay (a) 100% of the Charges for work reasonably carried out up to cancellation, plus (b) 50% of the remaining Charges that would have been payable under the instruction.
- 4.5 A1 Chronologies may cancel the Services for any reason on 30 days' written notice to the Client.
  - 4.5.1 Any remaining fees paid to A1 Chronologies before A1 Chronologies cancels the Services will be fully refunded.
- 4.6 Notice in respect of cancellation in accordance with clauses 4.4 and 4.5 shall only be valid if given in accordance with clause 11.4 below.
- 4.7 The Client acknowledges that the Charges are agreed as between the Client and A1 Chronologies and are not contingent upon recovery of costs from any third party or the Court. A1 Chronologies shall have no obligation to offer any refund, discount, deduction, set-off or counterclaim in the event that the Client does not recover its costs.
- 4.8 Bulk Pricing Service:
  - 4.8.1 Where A1 Chronologies has agreed to take on an instruction as a Bulk Pricing Service, A1 Chronologies may, at its discretion, apply a discount to the Charges. The level of discount will be agreed in writing with the Client on a case-by-case basis and recorded in Schedule 1.
  - 4.8.2 Any discount does not cumulatively apply with other discounts or promotions.

- 4.8.3 Any discount is conditional upon the Client's compliance with the Payment terms. A1 Chronologies may withdraw a bulk discount prospectively (or re-invoice at standard rates for the relevant work) where payment is overdue.
- 4.8.4 If an instruction carried out under the Bulk Pricing Service is materially reduced or cancelled by the Client, the agreed bulk discount will remain valid provided that the final Page count is not reduced by more than 20% from the Page count originally instructed. Where the Page count is reduced by more than 20%, the bulk discount becomes void and standard rates apply to the work performed up to the date of reduction or cancellation, together with any applicable cancellation charges under this Section 4.
- 4.8.5 As stated in 4.3, the Express Service shall not be available in combination with the Bulk Pricing Service unless expressly agreed in writing by A1 Chronologies.
- 4.9 The applicable per-Page rate, any discount, and the invoice total are based on the Page count and the per-Page classification (Typed / Small-Font / Handwritten) determined by A1 Chronologies following triage. Where a Page contains mixed content, the higher rate applies only if the handwritten/small-font content constitutes more than 50% of the content, otherwise the Typed rate applies. Pages are counted per the supplied PDF pagination; double-sided scans count as two Pages; landscape Pages count as one. Pages are rounded to the nearest whole Page.
- 5 Payment**
- 5.1 A1 Chronologies shall invoice the Client in accordance with Schedule 1, unless agreed otherwise in writing.
- 5.2 The Client shall pay all sums due in full without discount, deduction, set off or counterclaim of any kind within thirty (30) days of the date of invoice. Invoices will not include VAT, as Excipian Ltd. is not VAT registered. The Client remains responsible for any other applicable taxes.
- 5.2.1 Payments can be taken by bank transfer (no fee) or by credit/debit card.  
Card payments will incur a processing fee of 3% of the invoice total.
- 5.3 If the Client fails to make payment due under these Terms set out in clauses 5.1 and 5.2, A1 Chronologies shall be entitled without prejudice to any other right or remedy to charge a late payment fee of £35 plus interest on any amount outstanding on a daily basis at a rate of eight (8) per cent per annum above the Bank of England base rate in force at the time, such interest to be calculated from the due date for payment thereof to the date of actual payment. A1

Chronologies may suspend further Services or withhold delivery of chronologies until payment is made in full. This avoids continuing to work for a non-payer.

5.3.1 If no payment is received following reminders and Excipian Ltd. (Trading as A1 Chronologies) must take legal action to recover such payment, the cost of such action shall be the responsibility of the Client and shall be added to the sum due. A1 Chronologies may suspend Services or withhold deliverables where invoices are overdue. The Client shall indemnify A1 Chronologies for all reasonable costs of recovery.

## **6 Liability**

6.1 Nothing in these Terms shall limit a party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

6.2 Subject to clause 6.1, A1 Chronologies' total aggregate liability arising out of or in connection with an instruction shall not exceed the greater of (a) the total Charges paid (or payable) by the Client in respect of the Services giving rise to the claim, or (b) £5,000.

6.3 Subject to clause 6.1, A1 Chronologies' liability for any of the following is excluded: indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of goodwill, and loss of business opportunity, in each case whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, and whether or not foreseeable.

6.4 For the avoidance of doubt, A1 Chronologies shall not be liable where the Client has not independently reviewed the chronology against the original records and/or obtained expert advice.

6.4.1 References in these Terms to "Medicolegal Professionals" do not create any representation that the Services are provided by registered healthcare professionals or constitute expert medical opinion or evidence.

6.5 A1 Chronologies shall not be liable for any loss or damage to the extent caused by (a) inaccuracies, omissions or illegibility within the records supplied by the Client, (b) the Client's failure to provide complete records or clear instructions, or (c) the Client's failure to review the chronology against the original records.

6.6 Nothing in this Section 6 limits or excludes the Client's obligation to pay the Charges and any applicable taxes or interest in accordance with these Terms.

- 6.7 The Client shall bring any claim arising out of or in connection with the Services within 24 months of delivery of the relevant chronology; thereafter, such claims are time-barred.
- 6.8 The Client shall take all reasonable steps to mitigate any loss or damage it seeks to recover from A1 Chronologies.

## **7 Record Keeping**

- 7.1 The parties agree that A1 Chronologies shall be entitled to prepare and retain a record on each instruction or matter indicating the Services performed for the Client and shall provide a copy of such record(s) to the Client following the Client's reasonable request.
- 7.2 Records kept by A1 Chronologies shall be retained for a period of six (6) years from the date of settlement of the matter to which the records relate or the date of the last correspondence between the parties in relation to that matter, whichever is later, and will be subject to secure destruction thereafter, unless otherwise agreed with the Client or required by law or insurer obligations. A1 Chronologies shall only retain records for an alternative time period on the prior written agreement of the parties. All client records are confidential and will not be disclosed to third parties without the Client's prior written consent, unless required by law or regulator.

## **8 Confidential Information and Data Protection**

- 8.1 The Client shall treat all information supplied by A1 Chronologies, including without limitation the contents of any chronologies, as confidential and shall only be permitted to use such information exclusively for the purposes of the matter to which the provision of Services relates, including but not limited to legal proceedings, insurance claims, regulatory reviews, or internal investigations. The Client shall not disclose such information, directly or indirectly, to any third party other than as required for the above-mentioned purposes. The Client provides general authorisation for A1 Chronologies to use reputable third-party IT and cloud service providers for storage, transfer, and communication of data, subject to equivalent confidentiality and data protection safeguards. These confidentiality and data protection obligations shall continue for five (5) years after completion or termination of the Services.
- 8.2 A1 Chronologies may use artificial intelligence tools to assist in document review, formatting, or quality assurance. AI is used either locally (on encrypted company devices) or on fully anonymised material, from which all personal identifiers and contextual information capable of re-identification have been removed. No identifiable or pseudonymised patient data is

processed by any external or cloud-based AI system.

- 8.3 Data protection roles. For the purposes of the UK GDPR and Data Protection Act 2018, the Client acts as controller and A1 Chronologies acts as processor in relation to any patient personal data supplied for the Services.
- 8.4 Processor obligations. A1 Chronologies shall (a) process personal data only on documented instructions from the Client and solely for the purpose of providing the Services; (b) ensure personnel confidentiality; (c) implement appropriate technical and organisational measures to protect personal data; (d) not appoint sub-processors other than standard IT and communications vendors for email, storage and transfer without the Client's general authorisation (details available on request); (e) notify the Client without undue delay of any personal data breach affecting the Client's data; and (f) on the Client's written request, delete or return personal data on completion of the Services, subject to clause 7.2 and any legal or insurance retention obligations. Each party shall comply with its respective obligations under the UK GDPR and the Data Protection Act 2018.
- 8.5 Assistance. A1 Chronologies shall provide reasonable assistance to the Client with data subject requests, data protection impact assessments, and notifications to supervisory authorities, in each case insofar as related to the Services.
- 8.6 Personal data will not be transferred outside the United Kingdom or the European Economic Area (EEA) without appropriate safeguards in place in accordance with the UK GDPR. Where transfers outside the UK or EEA are necessary (for example, by IT or communications service providers), A1 Chronologies shall ensure that legally recognised transfer mechanisms are used, such as the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, or that a statutory exception applies.
- 8.7 Chronologies and records will ordinarily be exchanged by email. Where requested, A1 Chronologies can instead provide or receive files via secure cloud storage (Google Drive Business) or another transfer method agreed in writing. All files are transmitted using TLS-encrypted email channels or secure link sharing, consistent with UK GDPR Article 32 requirements.

## 9 Enquiries & Complaints:

A1 Chronologies agrees to perform the Services with reasonable skill and care, consistent with generally accepted standards for services of this type, whether used in legal, insurance, regulatory, or other professional contexts. If you have any enquiries or complaints regarding the

Services, these should in the first instance be directed to A1 Chronologies using the contact details set out in Schedule 1. We will acknowledge complaints promptly and seek to resolve them in good faith.

## 10 **Force Majeure**

- 10.1 For the purposes of these Terms, “**Force Majeure Event**” means an event beyond the parties’ reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 10.2 Each party shall not be liable to the party for any failure to perform its obligations under these Terms as a result of a Force Majeure Event.
- 10.3 If the Force Majeure Event prevents A1 Chronologies from providing the Services for more than 30 days, either party shall have the right to terminate these Terms immediately by giving written notice to the other party.

## 11 **Miscellaneous**

- 11.1 The clause headings in these Terms are inserted for ease of reference only and shall not affect the construction or interpretation of these Terms.
- 11.2 No alteration, modification or addition to these Terms shall be valid unless made in writing and signed by the duly authorised representatives from both parties.
- 11.3 No delay in exercising or non-exercising by either party of any of its rights under or in connection with these Terms shall operate as a waiver or release of that right. A waiver by either party of a right or remedy under these Terms is only effective if given in writing and shall not be taken or held to be a waiver in respect of any subsequent breach or default.
- 11.4 All notices, documents and other communications relating to these Terms must be in writing and sent by e-mail to the address of each party as set out in Schedule 1. Any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of transmission, provided that no delivery failure notice is received by the sender. For critical notices, including termination or cancellation, if email transmission fails or confirmation of receipt is not obtained within 24 hours, notice may instead be served by recorded post to the registered office address of the other party, and shall be deemed received two Working Days

after posting.

- 11.5 If any part of any provision of these Terms is found to be invalid, illegal or unenforceable, then that part shall be deemed to be deleted, and the remainder of such provision and all other provisions of these Terms shall remain valid and enforceable.
- 11.6 The Client may not assign any of its rights or obligations under this Agreement without the prior written consent of A1 Chronologies.
- 11.7 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Neither party shall have any remedies in respect of any representation or warranty not expressly set out in these Terms.
- 11.8 Nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.9 This Agreement is governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 11.10 Intellectual Property. Upon receipt of full payment of the Charges for an instruction, A1 Chronologies assigns to the Client the copyright in the specific chronology deliverable supplied for that instruction. A1 Chronologies retains all rights in its templates, tools, methodologies and know-how.

## 12 Insurance

- 12.1 A1 Chronologies maintains UK business insurance appropriate to the Services, including professional indemnity, cyber and data liability, and directors' and officers' liability. Employers' liability is maintained where required by law.
- 12.2 Territorial scope is the United Kingdom. Jurisdiction is the UK. Insurance is for A1 Chronologies' benefit only and does not create third-party rights. Certificates of insurance are available on request.
- 12.3 Nothing in this Section alters the cap and exclusions in Section 6.

**A1 CHRONOLOGIES**  
**SCHEDULE 1**

This Schedule is subject to, and forms part of, the Terms of this agreement.

Date	
A1 Chronologies Reference	
Contact	Excipian Ltd. Trading as A1 Chronologies Email: enquiries@a1chronologies.co.uk
Client	
Service	<p>Basic Service - Provision of a chronology, which includes:</p> <ul style="list-style-type: none"><li>- A dated chronology of case-relevant events.</li><li>- A summary of those events (provided as general guide only).</li><li>- Record file references.</li><li>- Chronology provided in PDF format (unless otherwise agreed).</li></ul> <p>Premium Service - all features of the Basic Service and additionally provides one or more of the following features:</p> <ul style="list-style-type: none"><li>- bundling of Records</li><li>- indexing</li><li>- pagination</li><li>- internal hyperlinks from entries to corresponding Record pages</li><li>- integration of chronology and Records into a single PDF file.</li></ul>
Estimated Performance Date	<p>Standard Service (unless stated otherwise): 20 working days from commencement of Services,</p> <p>Express Service: 5 working days from commencement of Services.</p> <p>Bulk instruction Estimated Performance Date given below:</p> <p>...../...../.....</p>
Charges	<p>Basic Fees:</p> <p>£1.00 per Typed Page of Record, font size 10pt or more</p>



	<p>£1.50 per Small-font Page of Record, font size of less than 10pt £1.50 per Handwritten Page of Record</p> <p>Premium Fees: All the above Basic Fees plus an additional £0.10 per Record Page, with a £15.00 minimum.</p> <p>Express Service: 25% surcharge on the above charges for any Express Service (not available for Bulk Instructions unless expressly agreed)</p> <p>Bulk Pricing Service: Discounted rate agreed: .....% discount to total fee Estimated Page count: .....Pages</p> <p>Time-and-materials rate (only if expressly agreed upon): £50 per hour.</p> <p>Excipian Ltd. Trading as A1 Chronologies is not VAT registered.</p> <p>Payments may be made by bank transfer (no fee) or by credit/debit card. Card payments will incur a processing fee of 3% of the invoice total.</p>
Expenses	None currently agreed - Expenses will only be charged if expressly pre-approved in writing.
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**SIGNED:**

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**FOR AND ON BEHALF OF**

EXCIPIAN LTD.  
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