Terms and Conditions

Holistic Engineering Ltd. Registered in England and Wales —
Company No: 16979437, VAT Registration No: 513 4290 19

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1. Introduction - These Terms and Conditions govern all engagements between Holistic Engineering Ltd ("we", "us", "I") and our clients ("you"). By proceeding with any engagement, you agree to these terms. These terms are governed by the laws of England and Wales.

2. Engagements

2.1 Initial Consultation - Holistic Engineering Ltd offers a free 30 minute initial consultation to prospective clients. This consultation is intended as a genuine first step towards a potential engagement and is offered in good faith on a fair use basis — it is not intended as a free advisory service in itself.

Holistic Engineering Ltd reserves the right to decline or limit initial consultations at its discretion, including but not limited to cases where:

- A request appears to duplicate a recent consultation on the same topic or project without a clear change in circumstances.
- There is evidence of repeated requests with no intention to proceed with a paid engagement.
- The subject matter falls outside the scope of services offered.

2.2 Single Task Engagements - Single task engagements are confirmed in writing via email, detailing the agreed scope, deliverables, timeline, advance payment where applicable and cost. If no objection is raised within 48 hours of that confirmation email being sent, the details contained within it are taken as the agreed basis for the work. No notice period applies to single task engagements as the scope and endpoint are defined upfront.

2.3 Ongoing Engagements - Ongoing or multi-task engagements are governed by a formal written agreement covering the general scope, tasks, rates, advance payments, invoicing and notice periods. Rates are agreed on a task by task basis and may be reviewed over time to reflect factors such as inflation or a change in the nature or scope of the task. Any changes to rates will be discussed and agreed before taking effect.

2.4 Quote Validity and Commencement — Quotes are valid for 30 days from the date of issue. After this period, Holistic Engineering Ltd reserves the right to

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withdraw or revise the quote. Where a quote has been accepted within the validity period but work has not commenced and/or no invoice has been raised within 60 days of acceptance, Holistic Engineering Ltd reserves the right to review and reissue the agreed terms to reflect any changes in costs, availability, scope or circumstances. The client will be notified of any revised terms before work proceeds. Holistic Engineering Ltd is not obligated to honour the original agreed costing beyond this period.

2.5 Conflict of Terms — In the event of any conflict or inconsistency between these Terms and Conditions and any terms issued by the client or any other party, the Terms and Conditions of Holistic Engineering Ltd shall prevail unless otherwise agreed in writing by a director of Holistic Engineering Ltd prior to commencement of work.

3. Advance Payments, Invoicing and Payment

3.1 Single Task Engagements - Invoicing terms for single task engagements are as agreed and normally take place after the engagement completed.

3.2 Ongoing Engagements - For ongoing engagements, invoices are raised every 14 days for work performed to date. Payment is due within 14 days of the invoice date.

3.3 Advance Payments - For engagements where the agreed fee exceeds £1,000, an advance payment may be requested prior to work commencing. The advance amount will be agreed between both parties as part of the engagement confirmation and will typically represent between 10% and 30% of the total agreed fee, with 25% being the standard starting point unless otherwise agreed.

For ongoing engagements, the advance will be systematically deducted across invoices over the duration of the project. Each invoice will be reduced by a proportion equivalent to the advance percentage — for example, if a 25% advance was taken, each invoice will be reduced by 25% until the full advance has been offset on the final invoice for that specific task.

The advance payment confirms commitment from both parties and is non-refundable in the event that the client withdraws from the engagement after work has commenced, except in cases of dispute resolution as outlined in Section 10.

3.4 Late Payment - In the event of late payment, we reserve the right to pause work until payment is received and to charge interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, which translates to 8% plus the Bank of England rate applicable at the time of the invoicing date, on a per day basis.

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4. Expenses - Any expenses — such as travel to site — are agreed upfront and invoiced separately from the core rate. Any changes to anticipated expenses, or requirements for additional visits or travel, will be agreed prior to being incurred.

5. Notice Periods - For ongoing engagements, either party may end the engagement by giving two months written notice. Exceptions to this may apply in exceptional circumstances, as agreed between both parties. No notice period applies to single task engagements.

6. Equity Arrangements - Where an equity based arrangement has been agreed, the specific terms — including valuation basis, percentage, vesting conditions and associated rights — will be documented in a separate written agreement prior to work commencing. That agreement will include:

- Profit reporting — the client agrees to provide regular, transparent financial reporting on revenues, costs and profits associated with the work or product in question, at intervals agreed between both parties.
- Audit rights — Holistic Engineering Ltd reserves the right to appoint an independent auditor to verify reported figures at any time, at our own cost unless discrepancies are found, in which case audit costs are borne by the client.
- Anti-dilution — any changes to the equity structure, ownership or profit sharing arrangements require prior written consent from Holistic Engineering Ltd.
- Good faith — both parties commit to acting in good faith in all matters relating to the equity arrangement, including reporting, valuation and any future sale or transfer of the business or associated IP.

7. Intellectual Property - All work, outputs, materials and innovations produced by Holistic Engineering Ltd remain the intellectual property of Holistic Engineering Ltd at all times, unless otherwise agreed in writing. This includes but is not limited to:

- Training materials and notes — any materials, notes, slides or other content provided as part of a training, workshop or presentation are provided for the personal use of the attendee only. They may not be copied, shared, redistributed, republished or used as the basis for delivering training or workshops by any third party without prior written consent from Holistic Engineering Ltd.
- Written outputs and reports — upon full payment, the client receives a licence to use agreed outputs for the agreed purpose only. Ownership does not transfer to the client unless explicitly agreed in writing.
- Innovations and R&D outputs — all intellectual property arising from research and development work remains with Holistic Engineering Ltd

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unless transferred under a formal equity or licensing agreement as described in Section 6.

Any unauthorised use of Holistic Engineering Ltd's intellectual property may result in legal action.

8. Confidentiality - Both parties agree to treat any information shared during the engagement as confidential and not to disclose it to third parties without prior written consent, except where required by law.

9. Independence and Conflicts of Interest - Holistic Engineering Ltd does not accept, pay or work on a commission basis. We do not hold any financial relationships with suppliers, manufacturers or tradespeople that could influence the advice given. If any potential conflict of interest arises during an engagement, we will disclose it immediately.

10. Complaints - If you are unhappy with any aspect of our service, we ask that you contact us directly in the first instance at Wim.J.C.Melis@Holistic-Engineering.co.uk so that we have the opportunity to resolve the matter. We will acknowledge your complaint within 5 working days and aim to resolve it within 28 working days. If the matter cannot be resolved through direct discussion, it will be subject to the laws of England and Wales.

11. Limitation of Liability - Our liability in connection with any piece of work is limited to the fees agreed for that specific task or deliverable, or the fees paid to date for that specific task or deliverable, whichever is the greater.

For ongoing engagements comprising multiple tasks, liability is assessed on a task by task basis. A claim relating to one task does not affect, offset or extend to any other task within the same engagement, whether completed, in progress or yet to commence.

We are not liable for any indirect or consequential losses arising from the advice or outputs provided.

12. Changes to These Terms - The latest version of these Terms and Conditions is always available on our website at https://www.Holistic-Engineering.co.uk/Terms&Conditions.pdf. The version in effect at the time an individual task is confirmed — whether as a single task engagement or as a task within an ongoing engagement — is the version that applies to that task. We reserve the right to update these terms at any time, and any updated version will apply to tasks confirmed from the date of publication onwards. Where a material change to these terms may affect a task already in progress, the client will be notified and both parties will agree how to proceed.

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Last updated: 12 October 2026

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