

G-Cloud 13

Terms & Conditions



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UNIT4

Crown
Commercial
Service
Supplier

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Terms & Conditions of Business

Unless otherwise agreed in writing, these terms of business apply to all future instructions you give us.

Charges and Expenses

Our charges are based on the time spent on your project and are reviewed periodically.

Our rate is net of VAT at the applicable rate.

All expenses incurred during the course of the project will be recharged to you, unless we have agreed a daily rate inclusive of expenses or a fixed daily expenses rate per site visit. Mileage is charged at the current Inland Revenue approved rates. This is currently 45p per mile.

We do not supply copies of expense receipts as a matter of course. Requests for copies of expense receipts should be notified in writing within 5 working days of the invoice date to the registered office or by email to accounts@integra-associates.com setting out the invoice reference and date. We reserve the right to charge an administration fee of £25 plus VAT to cover the costs of the administrative burden of collecting and photocopying the receipts.

A day is considered to be a period of 7.5 hours, and unless agreed otherwise, this is our minimum booking period. However, we reserve the right to bill on an hourly basis (to the nearest 15 minutes) where the time demands of the project require a greater degree of flexibility.

Work on Saturday, Sunday and Bank Holidays will be charged at time and a half per day. Standard weekday hours are Mon-Fri 9-5:30, by agreement we can work outside of these hours, but we reserve the right to charge at time and a half for out of hours work.

Timesheets

Where we have agreed to do so, at the end of each week, we request that you approve and countersign a timesheet setting out the hours worked, and expenses charged (where applicable) for that week by each Consultant supplied by us.

If you are unable to sign the timesheet because you do not agree the hours worked or expenses claimed, please contact us as soon as possible (and not later than 5 working days after the end of the week) to enable us to resolve any queries. Failure to sign the timesheet does not absolve your obligation to pay the charges in respect of the hours worked.

Booking and Cancellation Policy

We reserve the right to bill you at the full daily rate for the cancellation of a Confirmed booked day terminated within 10 working days of that day.

Days should be booked directly with the Consultant or the appointed Integra representative. A request for Confirmed or Provisional days should be confirmed by e-mail. Any email booking days should specify whether it is a Confirmed or a Provisional booking. Integra reserve the right to utilise Provisional days on other work where you are unable to confirm a Provisional booking.

Integra will give you the opportunity to confirm a Provisional booking prior to utilising it on other work.

Invoicing and Credit Terms

Invoices are due for payment within 30 days. Queries in respect of an invoice should be notified by writing to the registered office or by email to accounts@integra-associates.com within 5 working days of receipt. Invoices should be settled by bank or BACS transfer.

We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms. Interest will be charged on overdue invoices at the rate provided for in the Act.

You should make no payments whatsoever directly to any Consultant supplied by us.

Transfer and Introduction Fees

If, at any time within a year following the introduction of a Consultant to you, or during the term of this engagement or within a year of its completion or termination, you, your associated companies or subsidiaries, directly or indirectly: -

- (a) engages the services of, or employs any Consultant provided to it by Integra; or
- (b) refers any such Consultant for employment to any third party who engages the services of the Consultant,

then in each any such event, you shall, within seven days of such engagement or employment so notify us in writing, giving details of the name of the Consultant and the anticipated remuneration which is proposed to be paid to him or her during the first year of such engagement or employment (such remuneration to include all benefits receivable by the Consultant) (the "Anticipated Remuneration"), and shall pay to us an introductory fee of 25% of the Anticipated Remuneration plus value added tax thereon, by way of further introduction fee.

No refund of the fee will be paid in the event that the Contractor subsequently terminates the engagement or employment.

Intellectual Property

In relation to Software Developments undertaken by Integra for you, the Client, licence is granted for the sole use of your company or enterprise. You must not transfer, sub-licence or sell the Software Developments or any part thereof or permit their use or the use of any part thereof by any other person, company or enterprise without our prior permission which must be obtained in writing.

You must take all reasonable steps to ensure that your employees and all other persons aware of the terms of this Clause.

Consequential Loss and Force Majeure

We shall not be liable for any indirect or consequential loss arising from the failure of any product or wrongful act. Neither party shall be responsible for failure to satisfy the contract in circumstances beyond either parties' control.

Health and Safety

You should advise us of any special health and safety considerations which relate to the working environment of our Consultants and about any requirements imposed by law or by any professional body which must be satisfied if we are to work on the engagement. You will assist us in complying with our duties under the Working Time Regulations by supplying any relevant information about the engagement requested by us and you will not do anything to cause us to be in breach of our obligations under these Regulations. Where you require or may require the services of a Consultant for more than 48 hours in any week, you must notify us of this requirement before the commencement of that week.

Communication

We are confident that we can provide a high quality service. If however you have any queries or concerns about our work for you please raise them in the first instance with the lead consultant responsible for your work. If that does not resolve the issue to your satisfaction, or you would prefer to speak to someone other than the lead consultant please contact either Mark Bloomer or Allan Burrows, who are the directors responsible for customer care.

Jurisdiction

The construction, validity and performance of this Agreement will be governed by English Law and Subject to the exclusive jurisdiction of the English Courts.

Entirety

This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, representations and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. The Parties acknowledge that no reliance is placed on any communication, representation or agreement made but not embodied in this Agreement and waive any right either Party may have in respect of any misrepresentation not contained in the Agreement, unless such misrepresentation was made fraudulently.