



Astun Consultancy Services

Terms & Conditions v13.0

We have tried to write these terms and conditions in plain English rather than legal language so that you will not need a lawyer to understand or to enforce them in the future.

1. Introduction

- a. These terms and conditions apply to Astun Consultancy Services delivered by Astun Technology Limited (“Astun”) of 120 Manor Green Road, Epsom, Surrey, KT19 8LN to “you” the “Customer”.
- b. By using any of Astun’s Consultancy Services you agree to be bound by these terms and conditions and any future amendments published by Astun.

2. Your Obligations

- a. You will provide Astun with all information, cooperation, consents and licences required for the delivery of the required Astun Consultancy Services.
- b. You will provide Astun with access to authorised and competent personnel.
- c. You will provide Astun with remote access to the appropriate computer systems.
- d. You will ensure that you have in place any data licenses required for Astun to provide the required consultancy services and you confirm that you will not breach any restrictions therein through the use of Astun Consultancy Services. The cost of any such licenses is your responsibility.

3. Warranty

- a. Astun shall provide Astun Consultancy Services using reasonable skill and care.
- b. All other warranties expressed or implied are hereby excluded to the fullest extent permitted by law.

4. Charges

- a. The charges for these consultancy services days are set out in the SFIA Rate Card and in the Service Definition for Astun Consultancy Services. Astun will provide you with a minimum of 30 days notice of any changes to these charges.
- b. Astun will provide an estimate of the days required to carry out the specific services. Where the required services are achieved using less days, any unused days will remain available for future projects. Where additional days are required, these will be estimated and then agreed with you and charged at the appropriate day rates.
- c. You will pay Astun for pre-purchased blocks of Astun Consultancy Services days for call-off prior to the commencement of the delivery of the services.

- d. Pre-purchased blocks of Astun Consultancy Services days for call-off must be called-off in units of one or more days within 12 months of purchase.
- e. You will pay Astun the charges for Astun Consultancy Services days that have not been pre-purchased as advised upon delivery of the services. These will be invoiced on a monthly basis.
- f. Where Project Management is included, this is an illustrative figure based upon the typical duration of a project of this nature. If the project duration is shorter than the illustrative figure, any surplus will be converted into call-off consultancy time. If the actual project duration is longer, a fee of £950 will be payable, for each month or part thereof. If the project duration is longer due to delays by Astun, additional project management fees will be waived.
- g. The travel and subsistence charges applicable are set out in the Service Definition for Astun Consultancy Services and will be invoiced on a monthly basis.
- h. All charges are subject to VAT at the current ruling rate.
- i. If you cancel any Astun Consultancy Services less than one week before the agreed date, you agree to pay the cost of the consultancy services and any expenses incurred.
- j. If you fail to pay the charges by the due date, Astun may charge interest at 4% above the current bank interest rate on the overdue amount. Astun may also suspend the delivery of Astun Consultancy Services until any overdue amount including interest has been paid in full.

5. Termination

- a. These conditions shall apply from the date that the customer places an order for Astun Consultancy Services until the completion of delivery of the Astun Consultancy Services days or twelve months from the date of order whichever is earliest.
- b. Astun may provide you with three months notice of terminating the service for any reason.
- c. If Astun terminates the service (as in b) above) Astun will repay to you the cost of any unused days at the end of the notice period.

6. Limitation of liability

- a. Except in respect of death or personal injury caused by Astun or for fraudulent misrepresentation, our total aggregate liability in relation to this Agreement for any financial or other loss incurred by you including any direct or indirect loss or damage due to loss of your data shall be limited to the fees paid by the Customer for Astun Consultancy Services.

7. General

- a. You may not assign, novate, or otherwise transfer any of your rights under this agreement without our prior written consent.
- b. No delay or neglect in enforcing this agreement by Astun shall be deemed to be a waiver or prejudice our rights under this agreement.
- c. Any notice given under this Agreement will be in writing and may be delivered by post or email. A notice will be deemed given when delivered. Astun will use the contact details provided by you (and amended by you from time to time) as the address to serve any notices under this agreement.
- d. This Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England.