

# **AUSTIN ELLIOT CONSULTANCY**



# **G-CLOUD 13**

# **TERMS & CONDITIONS**

## THE FRAMEWORK

The G-Cloud framework works under a set of framework and contract terms and conditions that together with the order form and supplier terms and conditions, forms the legal contract.

## **CUSTOMER OBLIGATIONS**

The Customer will provide Austin Elliot with sufficient information to enable Austin Elliot to provide the Services and will allow Austin Elliot appropriate access to the premises and any relevant Customer resources to enable Austin Elliot to provide the Services.

Austin Elliot will adhere to the Customers Health & safety Policies and Site Working Conditions in order to perform their work when required.

### **PAYMENT TERMS**

Austin Elliot delivers a Fully Contracted Out Service and will agree a Fixed Price at the offset based on an agreed Statement of Work.



Should the Customer require work outside of the Statement of Work, Austin Elliot and the Buyer will agree a change to the agreed scope through a Contract Change Negotiation.

Austin Elliot will draw down monthly on the fixed price to deliver the work as agreed.

Payment shall be made within 30 days of receipt of the invoice by the client. Austin Elliot will accrue interest at a rate of 3% per day should late payment occur.

Austin Elliot will quote and incorporate expenses within the fixed price total for any work.

### **CONTRACT PERIOD AND TERMINATION COSTS**

There is no minimum contract period. Austin Elliot will agree a suitable period of time for completion of their work at the offset of the contract. Should for any reason the buyer wish to cancel a contract and hence leave work unfinished, Austin Elliot will invoice for the total of 1 months draw down to cover any time and material costs incurred.

#### **CUSTOMER SUPPORT**

Austin Elliot will ensure access to your nominated consultant, or a consultant with equivalent skills and experience, in working hours. Out of hours support can be provided by agreement. Third parties may have access to the Customer's support arrangements by prior agreement. Upon commencement of service delivery, a support escalation procedure will be agreed with the Customer. The exit strategy will be agreed with the Customer during the call off phase.

Austin Elliot shall report to and liaise with the Customer's Representative and shall act in accordance with the reasonable instructions given to Austin Elliot from time to time by the Customer's Representative. Austin Elliot shall comply and use all reasonable endeavours to ensure its employees and subcontractors comply with all security and internal staff requirements and procedures of the Customer which are notified to Austin Elliot in advance while on the premises or while accessing or attempting to gain access to the Customer's computer systems.



For clarity, Austin Elliot manages its own Corporate IT and will only access Customer systems where it is appropriate to do so.

