



Terms and Conditions

Consultancy Terms and Conditions

These terms and conditions (the “Terms”) govern all transactions between the Parties for any sale of goods or services by Tucano Technology Limited to the Buyer unless explicitly superseded by a more specific written agreement.

1. In these Conditions "the Seller" means Tucano Technology Limited and "the Buyer" means the individual, company or other organization with whom the Seller contracts to sell the goods or services which are the subject of these Conditions. The Seller and Buyer are referred to collectively as “the Parties”.
2. Consultancy is charged at a daily rate to be agreed in writing before the assignment begins, normally by means of a quotation from the Seller and a Purchase Order from the Buyer.
3. Goods such as software and hardware will be charged for according a quotation from the Seller agreed in writing by the Buyer, normally by means of a Purchase Order.
4. The dates of Tucano Technology Limited’s assignment must be agreed in writing at least ten working days in advance.
5. For services rendered under these Terms, normal working hours shall be Monday to Friday and consist of 8 hours per day with one hour in aggregate for lunch and other breaks.
6. Unless otherwise agreed in writing, the Customer shall refund at cost all reasonable out-of-pocket expenses, including travel, subsistence and accommodation expenses, incurred by Tucano Technology Limited during the course of its assignment. For any item, Tucano Technology Limited shall obtain the Customer’s prior written agreement.
7. If, from day to day, normal working hours are consistently exceeded in the rendering of services under these Terms, the additional hours shall be charged at an hourly rate 1.5 times that agreed for normal working hours. Tucano Technology Limited shall inform the Customer as soon as it believes the normal working hours are being consistently exceeded and shall determine jointly with the Customer either to reduce the hours of work to normal levels or to charge for additional hours worked. Tucano Technology Limited shall not charge the Customer for additional hours without first having followed this procedure.
8. Weekend working should be agreed in advance and is chargeable at 1.5 times the daily rate for Saturday working, and 2.0 times the daily rate for work performed on Sundays and Public Holidays. All hours or part hours worked at these times shall be accounted for and charged Pro-Rata.





9. Invoices shall be payable in full within 30 days of the date of issue without deduction or set off, unless different payment terms are set out in the quotation and agreed by the Buyer through issuance of a purchase order against the quotation, or by other written means.

10. The Seller shall have the right to claim and be paid interest at the rate of 2% per month or part thereof on all sums due to the Seller and unpaid for the period from the date upon which payment is due until the date upon which payment is made, both before and after any judgment, but nothing herein shall entitle the Buyer to withhold or delay any payment due to the Seller after the date upon which it falls due, or in any way prejudice or affect the Seller's rights in relation to the said non payment.

11. The Customer undertakes to give ten working days' notice of cancellation or postponement of any days of consultancy already agreed in writing. Tucano Technology Limited reserves the right to charge for any days which are cancelled at shorter notice.

12. Unless otherwise agreed in writing prior to the beginning of the assignment, the Customer shall provide a suitable working environment and all hardware, software, authorisations and expertise necessary for the performance of Tucano Technology Limited's assignment.

13. Force Majeure - Tucano Technology Limited shall not be responsible for delay to the Customer's projects owing to factors beyond Tucano Technology Limited's control, in particular through unavailability or poor quality of systems to be tested, or deficiency in the facilities mentioned in paragraph 12 above. The time of performance shall be extended, to the extent reasonably necessary under the circumstances where Tucano Technology Limited is prevented from performing, in whole or in part, its obligations as a result of acts or omissions by the other party or any act of God, any governmental authority, war, civil disturbance, court order, labour dispute, third party non-performance (including, without limitation the acts or omissions of any suppliers or subcontractors) or any other cause beyond its reasonable control, including without limitation failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines or other equipment. Such non-performance shall not be a default under this Agreement or a ground for termination of this Agreement.

14. Confidentiality - Both Parties shall keep confidential all information obtained in connection with the consultancy assignment and shall not divulge the same to any third party without the prior written consent of the other party. The provisions of this Clause shall not apply to:

- a. Any information in the public domain otherwise than by breach of this Clause 13.
- b. Information in the possession of the receiving party thereof before divulging as aforesaid.
- c. Information obtained from a third party who is free to divulge the same.

Both Parties may divulge confidential information only to those employees or representatives who are directly involved in the consultancy assignment and their professional advisers and shall ensure that such employees, representatives or advisers are aware of and comply with these obligations as to confidentiality. The obligations of both Parties as to disclosure and confidentiality shall come into effect





at the start of the assignment and shall continue in force notwithstanding the termination of the assignment.

15. Severability - No delay or failure of either party in enforcing against the other party any term or condition of this document, and no partial exercise by either party of any right hereunder shall be deemed to be a waiver of any right of that party.

16. During the course of an assignment and for one year after termination of an assignment, both Parties agree that they shall not actively solicit or employ any staff or sub-contractor introduced to them by the other.

17. Limitation of Liability Neither party shall under any circumstances be liable for special, incidental or consequential loss or damages, including but not limited to loss of profit or opportunity, howsoever caused.

18. Variations to contract No modification of these Conditions shall be effective unless made by an express written agreement between the Buyer and the Seller.

19. During an assignment, nothing shall operate to vest in the Buyer any know-how, ideas, programming tools, skills and techniques belonging to Tucano Technology Limited in existence prior to the date of the assignment.

20. Unless otherwise agreed in writing between the Parties, this Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Agreed on behalf of Tucano Technology Limited

by _____

Signed: _____

Date: _____

Agreed on behalf of the Buyer, _____

by _____

Signed: _____

Date: _____

