



Our terms of business

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Contents

1	Introduction	3
2	Customer's Rights	3
3	Commencement of the Services	3
4	Fees	3
5	Disbursements	3
6	Billing	4
7	Sirius' Obligations	4
8	Sirius' Rights	4
9	Termination	4
10	Confidential Information	4
11	Publicity	5
12	Data Protection	5
13	Variations to the Contract	5
14	Complaints	5
15	Governing Law and Jurisdiction	6
16	Contracts (Rights of Third Parties)	6
17	Liability	6
18	Force Majeure	6
19	Assignment	6



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1 Introduction

These terms of business set out the basis on which Sirius will undertake work for the Customer.

By accepting a quotation from Sirius the Customer agrees to accepting these terms of business and no other terms will be accepted.

2 Customer's Rights

Sirius grants the Customer the right to receive Services from Sirius which amount to:

- consultancy services; or
- technical support; or
- training;

details of which are agreed in advance with a member of the Sirius team. The agreed details form part of these terms.

3 Commencement of the Services

The Services begin when the agreed amount is received into Sirius' nominated bank account as cleared funds. This date is known herein after as the Commencement Date.

4 Fees

The Fee is the amount agreed in writing between Sirius and the Customer prior to the Commencement Date.

Sirius may charge for disbursements in addition to the agreed Fee.

5 Disbursements

Hotel expenses are charged per consultant at £80 per night.

We charge a subsistence of £20 per consultant per day.

Travel expenses are charged per consultant from Rivermead House to the Customer's



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site at 55p per mile.

Expenses are charged where, in Sirius' opinion, they are necessary for the Services to be provided.

6 Billing

Sirius may issue bills during the course of the Services.

The Customer must pay all bills in accordance with the terms of the invoice. Sirius has the right to suspend all Services and apply interest to the sum of the bill under the current late payment of commercial debts legislation.

VAT is charged at the current standard rate at the time on all items to which it is applied.

7 Sirius' Obligations

Sirius agrees to:

- take all reasonable measures necessary to provide the Customer with adequate services;
- and respond to technical problems within a reasonable period of time.

8 Sirius' Rights

In the event of a bill not being paid by the Customer, Sirius has a lien over any property, tangible or intangible, held by Sirius.

9 Termination

This contract may be terminated by either party with 30 days notice.

Termination by the Customer is subject to fee plus full payment being met.

10 Confidential Information

Sirius agrees not to disclose to any third party any confidential information acquired as a



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result of the Customer's instructions unless:

- it is agreed in writing; or
- it is necessary to comply with any legal obligations in the UK or elsewhere

Sirius will not to pass to the Customer or for its benefit any confidential information that has been obtained from any other person or company.

11 Publicity

Sirius is often asked to provide information to third parties about our professional experience. We also issue publicity about Sirius and other matters. In so doing, we reserve the right to include statements identifying clients as clients of Sirius and, in relation to specific matters, identifying the names of parties, and the industry area.

12 Data Protection

In order for Sirius to carry out the Services, Sirius is granted specific consent to process information disclosed by the Customer about the Customer's employees, agents, contractors or other individuals whose details the Customer discloses.

13 Variations to the Contract

Upon the Commencement Date, any changes the Customer wishes to carry out must be agreed in writing and is subject to an additional fee.

Sirius reserves the right to change or supplement these terms, either generally or in relation to a particular matter, by notice in writing.

14 Complaints

Any complaint about Sirius is taken seriously. It is Sirius' policy to investigate complaints thoroughly and respond promptly. If you wish to make a complaint, please contact the Head of Marketing. If you are dissatisfied with the response, you should write to the CEO.

15 Governing Law and Jurisdiction

All the arrangements between Sirius and the Customer relating to the services we provide are governed by English law. If any claim or dispute arises in relation to those arrangements, Sirius agrees to submit to the exclusive jurisdiction of the English courts.

Sirius agrees to settle any claim or dispute by arbitration before a single arbitrator appointed by Sirius.

Sirius agrees to appoint the arbitrator within 30 days of formal action being indicated by either party.

16 Contracts (Rights of Third Parties)

Only the Customer and Sirius are party to this agreement and no other person has a right to enforce these terms of business.

17 Liability

Neither Party is liable to the other under this Agreement for any special, indirect or consequential loss suffered under this Agreement.

The liability of either Party under this Agreement in respect of death or personal injury is without limit.

18 Force Majeure

Neither party is liable for any failure to perform or delay in performing its obligations under this agreement if that failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds sixty (60) days then the other party may terminate this agreement with immediate effect by giving notice to the other party.

19 Assignment

The Customer is not entitled to assign, charge or grant an interest in these rights



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without Sirius' prior consent.

Please note that all fees are quoted excluding VAT.