

Advanced Systems Understanding (ASU) Ltd

Fees and Payment

1. The tender as submitted will remain valid for a period of 120 days from the date of the submission deadline.
2. Invoices will be presented monthly in arrears and will be calculated on the basis of hours worked.
3. Rates quoted are inclusive of travel and expenditure costs for work undertaken within a 25 mile radius of ASU's company offices.
4. Other expenses, including but not limited to travel, subsistence and materials, will be added to the relevant monthly invoice with the prior approval of the Authority.
5. VAT, where applicable, will be shown on all invoices as a strictly net extra charge.
6. Payment is required within 30 days of presentation of a valid invoice, unless such an invoice is disputed. For non-payment of invoices past 30 days, the Supplier may decide to charge a 5% additional fee in line with the Late Payment of Commercial Debts (Interest) Act 1998.

Personnel

7. The Supplier expects to be able to maintain continuity of personnel over the course of the Contract. However, when necessary, the Supplier shall as soon as is reasonably practicable use its reasonable endeavours to substitute consultants with equivalent experience or skills.
8. The Supplier acknowledges that the Buyer has the right in the interests of security to exclude any person including any employee, servant or agent of the Supplier from the Buyer's premises. The decision as to whether or not a particular employee, servant or agent of the Supplier shall be so excluded shall be taken at the sole discretion of the Buyer.
9. The Customer shall give ASU advance notice in the event that the services require Personal Data to be processed, such notice shall be provided in the Order Form.

Non-Solicitation

10. During the 6 months' immediately following the date on which the Supplier ceases to render Services under this Contract, neither Party (whether directly or indirectly or on its own account or with, through or for any other person, firm, Company, undertaking) will:

- a. entice away from or encourage to leave the service of the other; or
- b. entice or discourage from providing services to any other person retained in a technical or professional capacity in the service of or providing services for the other, whether or not such person would breach any contract of employment or contract for services by reason of leaving the service or ceasing to provide services for the other.

General

11. These conditions and those included in any other agreement or contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

12. Any advice or recommendation provided by ASU is subjective and made on the basis of the information available at the time of production. ASU gives no warranty, express or implied with regard to the adequacy, accuracy or completeness of any such advice or recommendation. Documents generated by ASU and provided to Customers in performance of the Services under this Call-Off Agreement are for the sole and exclusive benefit of the Customer and may not be transferred to or used by others in whole or in part without the ASU's express written consent.