

# TERMS AND CONDITIONS FOR SUPPLY OF CONSULTANCY SERVICES

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## DEFINITIONS

1. "Fees" means the price or rate for the Project given in the Purchase Order.
2. "Premises" means any land or building where the Project is to be carried out.
3. "Project" means the consultancy services described in the Purchase Order and any associated documentation.
4. "Order Number" means the unique number that appears on the Purchase Order.
5. "Parties" means Advised Solutions and the Client.
6. "Purchase Order" means an order for consultancy services served by the Client to Advised Solutions, which includes a description of the Project, the Fees payable and any terms applying to the Project which are additional to these Terms and Conditions.
7. "Consultant" means the personnel provided by Advised Solutions to provide consultancy services.
8. "Terms and Conditions" means these terms and conditions for the supply of consultancy services.

## GENERAL

1. These Terms and Conditions, together with the relevant Purchase Order and any other document, plan or specification referred to in the Purchase Order, constitute the contract between the Parties for the Project.
2. In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, the term of the Purchase Order shall prevail.
3. The Contract constitutes the entire agreement between the Parties relating to the Project and replaces all previous negotiations, agreements, understandings, and representations, whether oral or in writing. However, nothing in the Contract shall limit or exclude any liability for fraud.

## THE PROJECT

1. Advised Solutions shall carry out and complete the Project:
  - a. in accordance with the Purchase Order.
  - b. with reasonable skill, care and diligence.
  - c. to the reasonable satisfaction of the client.
  - d. using staff or agents with appropriate skills and qualifications.

## TIME OF PERFORMANCE

1. Advised Solutions shall carry out the Project by the date or by the timescales set out in the Purchase Order or by any timescales reasonably notified to Advised Solutions by the client.
2. Advised Solutions shall submit such detailed programmes of work and progress reports as the client may from time to time require.
3. Advised Solutions shall notify the client immediately if it becomes aware of any event that it believes is likely to delay or impede the Project.
4. If Advised Solutions fails to meet a date or dates set out in the Purchase Order or comply with the timescales contained in the Purchase Order it shall, on the request of the Client, and without prejudice to the Client's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the Client.

## REJECTION OF PROJECT

1. The Client may at any time reject anything delivered or provided as part of the Project which, in the reasonable view of the Client, does not comply with the Contract in any material way.
2. If the Client rejects all or part of the Project under Condition 1 above, it shall serve a notice on Advised Solutions stating the reasons for such rejection.
3. Following receipt of a notice of rejection of the Services, Advised Solutions shall have 5 (five) working days (or such other period as the Parties may agree in writing) during which Advised Solutions shall correct the faults which caused the notice of rejection to be issued.
4. Without prejudice to the Client's other rights under this Contract, if Advised Solutions fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the Client within 5 (five) working days (or such longer period as the Parties have agreed), the Client shall be entitled to terminate this Contract.

## CONSULTANTS & SECURITY

1. Advised Solutions shall make suitably skilled consultants available for the Project and shall not make any changes to such personnel without providing sufficient notice to the Client.
2. Where the Project is being carried out at Premises owned or occupied by the Client:
  - a. Advised Solutions shall comply and ensure that its staff, sub-contractors and agents comply with any rules or regulations the Client applies about security at its premises.
  - b. if the Client gives Advised Solutions notice that any person is not to be admitted to or is to be removed from its land or premises or is not to become involved in or is to be removed from involvement in the Project, Advised Solutions shall take all reasonable steps to comply with such notice and shall bear the cost of any such notice. Advised Solutions shall ensure that any person who is removed is replaced by someone of equivalent qualifications and experience.

## PAYMENTS

1. In consideration of the carrying out of the Project by Advised Solutions, the Client shall pay Advised Solutions the Fees.
2. Advised Solutions shall submit an invoice for the Project to the Client's address for invoices given in the Purchase Order. The invoice shall contain the Order Number, a description of the part of the Project to which it refers and the applicable Fees.
3. Advised Solutions shall be entitled to be reimbursed for its reasonable expenses actually and reasonably incurred in connection with the Project, subject to the production of such receipts and documentation as the Client reasonably requires. Expenses shall be reimbursable at the rates agreed.
4. The Client shall pay Advised Solutions within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Client.
5. In addition to the Price, the Client shall pay Advised Solutions a sum equivalent to any Value Added Tax chargeable in respect of the Project.
6. Advised Solutions shall be entirely responsible for the payment of all and any income tax, national insurance contributions and any similar liabilities on any Fees earned under this Contract.

## RECOVERY OF SUMS DUE

1. If any sum is recoverable from or payable by Advised Solutions under the Contract, that sum may be deducted from any sum then due or which later becomes due to Advised Solutions under the Contract or under any other agreement with the Client.

## AUDIT

1. Advised Solutions shall keep and maintain until two years after the Contract has been completed, records to the satisfaction of the Client of all costs and expenditures connected with the Project which are reimbursable by the Client. This shall include records of the hours worked and costs incurred by Advised Solutions and the costs of any employees of Advised Solutions paid for by the Client. Advised Solutions shall, on request, afford the Client or any person reasonably specified by the Client access to those records.

## INTELLECTUAL PROPERTY

1. The intellectual property rights (including the copyright) in any reports, documentation or materials are hereby assigned to and shall vest in the Client. This condition shall survive the termination of this Contract.
2. Save where the Project uses documentation and materials supplied by the Client, Advised Solutions warrants that none of the documentation and materials used or created as part of the Project shall infringe any patent, trademark, registered design, copyright, or other rights in the industrial property of any third party.
3. Advised Solutions shall indemnify the Client against all actions, demands, charges, expenses, and costs (including legal costs on a solicitor and Client basis) which the Client may incur because of or in connection with any breach of clause 2.

## HEALTH & SAFETY

1. Advised Solutions shall notify the Client of any health and safety hazards that may arise in connection with the performance of this Contract.
2. Where the project is being carried out on Premises owned or occupied by the Client, the Client shall notify Advised Solutions of any health and safety hazards that may exist or arise at its premises and may affect Advised Solutions. Advised Solutions shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

## INDEMNITY & INSURANCE

1. Without prejudice to any rights or remedies of the Client, Advised Solutions shall indemnify the Client against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the Client may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any negligence or breach of this Contract by Advised Solutions.
2. Advised Solutions warrants that it has in place with a reputable insurance company a policy or policies of insurance relating to all matters that are the subject of indemnities and undertakings on the part of Advised Solutions contained in this Contract. Unless the Client agrees that such insurance is unnecessary, Advised Solutions warrants that the work done in relation to the Project is covered by a policy of professional indemnity insurance. At the request of the Client, Advised Solutions shall produce the relevant policy of insurance.

## CHANGE CONTROL

1. This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Client and Advised Solutions.
2. The price of any variation (if applicable) shall be the fair and reasonable price considering the market price available to the Client for similar work or services.
3. If any change is agreed to anything included on the Purchase Order, the Client reserves the right to issue a replacement Purchase Order. These terms and conditions shall apply to any replacement Purchase Order in the same way as they apply to the original Purchase Order.

## ASSIGNMENT OR SUB-CONTRACTING

1. Advised Solutions shall not assign or sub-contract any part of the Project without the written consent of the Client.
2. No sub-contracting of this Contract shall in any way relieve Advised Solutions of its obligations under the Contract.
3. Where Advised Solutions enters a sub-contract for the purpose of performing this Contract, it shall ensure that the sub-contract has a term requiring Advised Solutions to pay the sub-contractor within 30 days of receipt of a valid invoice.

## RIGHTS OF THIRD PARTIES

1. This Contract shall not create any rights which are enforceable by anyone other than the Parties.

## TERMINATION

1. Advised Solutions shall notify the Client in writing immediately upon the occurrence of any of the following events:
  - a. if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
2. The Client shall be entitled to terminate this Contract by notice to Advised Solutions with immediate effect if:
  - a. any of the events described in Condition 1 occurs; or
  - b. Advised Solutions has committed a material breach of this Contract which is not capable of remedy; or
  - c. Advised Solutions has committed a material breach of this Contract which is capable of remedy but has failed to remedy such breach within thirty days of being required by the Client in writing to do so; or
3. The Client shall be entitled to terminate this Contract at any time by giving to Advised Solutions not less than thirty days' notice to that effect.

## NOTICES

1. Any notice or other communication given under or under this Contract must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address for communications given in the Purchase Order (which may be altered at any time by the altering Party giving the other Party 15 days' notice of a changed address). Communications to the Client must be sent to the address given for the buyer contact in the Purchase Order and not to the address for invoices.
2. A notice or communication shall be deemed to have been received 2 working days after posting in the case of first-class delivery and 4 working days after posting in the case of second-class delivery unless the receiving party proves otherwise.

## DISPUTES & MEDIATION

1. Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.
2. If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a neutral advisor or mediator ("the Mediator").
3. If the Parties are unable to agree on a Mediator within 7 days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.
4. The Parties shall seek to agree on directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.
5. If the Parties reach an agreement on the resolution of their dispute, the agreement shall be reduced to writing and shall be binding.

## GOVERNING LAW

1. Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## CONTACT US



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