



Terms & Conditions



Avocado⁵⁵
Improving customer experience

Certified
B
Corporation

Example - Terms and conditions

1. Contractual Framework & Governance

- Order of Precedence: This SOW is subject to the Master Services Agreement (MSA). In the event of a conflict, the SOW takes precedence for that specific engagement only.
- Exclusion of Client Terms: Avocado55 terms apply to the exclusion of any terms the Client purports to apply via purchase orders or procurement portals.
- Term & Termination: The Client may terminate for convenience with 14 days' written notice. Upon termination, the Client must pay for all work performed and expenses incurred on a pro-rata basis.
- Entire Agreement: These terms constitute the entire agreement; no verbal variations or prior negotiations are binding unless documented in writing.

2. Financial & Payment Terms

- Invoicing Cycle: Monthly invoicing based on the proportion of effort expended (for fixed-price) or days worked (for T&M).
- Payment Terms: Net 30 days from the date of invoice receipt.
- Late Payment Interest: Overdue sums accrue interest at 4% above the Bank of England base rate per annum.
- Project Pausing: If a project is paused by the Client for >30 days, Avocado55 reserves the right to invoice for all work to date, re-allocate staff, and review the fee structure before resuming.
- Expenses: Reimbursable at cost for pre-approved travel and subsistence. International travel is billed as "Actuals" based on receipts.

3. Operational Delivery & Personnel

- Working Hours: UK Professional Standard (8 hours per working day).
- Location: Primarily remote. On-site presence is by mutual agreement and case-by-case basis.
- Key Personnel: Specific leads (e.g., Strategy Principal, Process Lead) are named. Avocado55 may replace personnel with individuals of equivalent expertise if necessary.
- Associate Model: Avocado55 may utilize approved sub-contracted associates (e.g., Matt Baron, Dominic Steel) under terms that mirror this agreement.
- Non-Solicitation: The Client shall not solicit or hire Avocado55 staff/associates during the term or for 6 months after. Breach results in a recruitment fee of 50% of the individual's new annual salary

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4. Intellectual Property & Data

- Background IP: Avocado55 retains full ownership of its pre-existing methodologies (e.g., OMx8 framework, 6 Pillars), tools, and "know-how."
- Foreground IP: Upon full payment, the Client is granted a non-exclusive, royalty-free license to use the project deliverables for internal business purposes.
- Data Protection (UK GDPR): Both parties must comply with the Data Protection Act 2018. Avocado55 acts as a Data Processor.
- Breach Notification: In the event of a suspected personal data breach, Avocado55 will notify the Client within 48 hours.

5. Public Sector & Government Compliance

- FOIA: Avocado55 acknowledges the Client's obligations under FOIA. Avocado55 shall assist (at the Client's cost) in responding to information requests, while the Client agrees to consult Avocado55 before releasing "Commercially Sensitive Information."
- IR35: Avocado55 provides a "fully contracted-out service." We warrant that we are responsible for the tax and National Insurance of our personnel and indemnify the Client against any such claims by HMRC.
- Transparency: Avocado55 consents to the publication of the contract (subject to redaction of trade secrets) on "Contracts Finder" as per government transparency codes.
- Audit Rights: The Client or the National Audit Office (NAO) may audit Avocado55's records related to the service delivery during normal business hours.

6. Risk, Liability & Indemnities

- Liability Cap: Total aggregate liability is limited to 100% of the fees paid under the specific SOW.
- Consequential Loss: Neither party is liable for indirect losses, loss of profit, or loss of anticipated savings.
- Professional Indemnity: Avocado55 shall maintain Professional Indemnity and Public Liability insurance at industry-standard levels (e.g., £1m-£5m) for the duration of the term.
- Force Majeure: Neither party is liable for delays caused by "Acts of God," pandemics, or government-mandated travel restrictions.

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7. Client Dependencies (The "Success" Clauses)

- Access to Experts: Timely access to Client Subject Matter Experts (SMEs), data, and decision-makers is a prerequisite.
- Provision of Equipment: For security compliance, the Client will provide necessary laptops/VPN access for consultants to work within the Client's environment.
- Governance: The Client must participate in weekly project updates to ensure issues are identified and mitigated in real-time.