



# **Astun Consultancy Services**

*G-Cloud Terms & Conditions v15.0*

## 1. Introduction

- a. These terms and conditions apply to Astun Consultancy Services delivered by **Astun Technology Limited** ("Astun") of 2 West Street, Epsom, KT18 7RG, whose postal address is P O Box 696, Epsom, Surrey, KT17 9QL and who are registered in England (No 5410695) at Penrose House, 67 Hightown Road, Banbury, Oxfordshire, OX16 9BE and "you" the "Customer" as named in your Purchase Order.
- b. By using any of Astun's Consultancy services you agree to be bound by these terms, and any future amendments published by Astun, in addition to the terms of the G-Cloud 15 Call-Off Contract or other such licence agreement as may exist between you and Astun.
- c. In the event of a conflict or inconsistency, the terms of the G-Cloud 15 Call-Off Contract shall prevail.

## 2. Your Obligations

- a. You will provide Astun with all information, cooperation, consents and licences required for the delivery of the required Astun Consultancy Services.
- b. You will provide Astun with access to authorised and competent personnel.
- c. You will provide Astun with remote access to the appropriate computer systems.
- d. You will ensure that you have in place any data licences required for Astun to provide the required consultancy services and you confirm that you will not breach any restrictions therein through the use of Astun Consultancy Services. The cost of any such licences is your responsibility.

## 3. Warranty

- a. Astun shall provide Astun Consultancy Services using reasonable skill and care.
- b. All other warranties expressed or implied are hereby excluded to the fullest extent permitted by law

## 4. Charges

- c. The charges for these consultancy services days are set out in our Rate Card and in the Service Definition for Astun Consultancy Services.
- d. Astun will provide an estimate of the days required to carry out the specific services. Where the required services are achieved using less days, any unused days will remain available for future projects. Where additional days are required, these will be estimated and then agreed with you and charged at the appropriate day rates.
- e. You will pay Astun for pre-purchased blocks of Astun Consultancy Services days for call-off prior to the commencement of the delivery of the services.
- f. Pre-purchased blocks of Astun Consultancy Services days for call-off must be called-off in units of one or more days within 12 months of purchase.
- g. Where Project Management is included, this is an illustrative figure based upon the typical duration of a project of the same nature. If the project duration is shorter than the illustrative figure, any surplus will be converted into call-off consultancy time. If the actual

project duration is longer, a fee will be payable, for one day of Project Management for each month or part thereof. If the project duration is longer due to delays by Astun, additional project management fees will be waived.

- h. The travel and subsistence charges applicable are set out in the Service Definition for Astun Consultancy Services and will be invoiced on a monthly basis.
- i. All charges are subject to VAT at the current ruling rate.
- j. If you cancel any Astun Consultancy Services less than one week before the agreed date, you agree to pay the cost of the consultancy services and any expenses incurred. Cancellations must be made via a Support Ticket,

## **5. General**

- a. You may not assign, novate, or otherwise transfer any of your rights under this agreement without our prior written consent.
- b. No delay or neglect in enforcing this agreement by Astun shall be deemed to be a waiver or prejudice of our rights under this agreement.
- c. Any notice given under this Agreement will be in writing and may be delivered by post or email. A notice will be deemed given when delivered. Astun will use the contact details provided by you (and amended by you from time to time) as the address to serve any notices under this agreement.
- d. This Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England.