



STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these Terms and Conditions the following definitions apply:-

“client”	means [REDACTED] requiring the service of Avidus Associates Limited.
“Avidus Associates Limited”	means the Limited company which the client has engaged to provide the services for the client.
“contract”	means the conditions and services specified by the client for Avidus Associates Limited to perform.

1.2 The headings contained in these terms and conditions are for convenience only and do not affect the interpretation.

1.3 Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

2 THE CONTRACT

2.1 These Terms and Conditions constitute the agreement between the client and Avidus Associates Limited once signed or intended to be signed by both parties.

2.2 No variation or alteration to these Terms and Conditions shall be valid unless approved by a Director of Avidus Associates Limited.

2.3 Avidus Associates Limited agrees to make available the services of its consultants or associate consultants for the duration required as determined in the contract.

2.4 This agreement is governed by English Law and shall be subject to the jurisdiction of the English Courts.

3 ASSIGNMENT MANAGEMENT

3.1 Avidus Associates Limited adheres to a set of Company Standards and Values as defined in the QA Policy (a copy of which can be provided upon request).

3.2 Avidus Associates Limited will endeavour to use all the skills available to ensure that all objectives specified in the contract are met or exceeded within agreed timeframe and agreed budget.

3.3 On completion of the project a formal review of the project will take place identifying the extent to which the project was executed effectively, identifying potential areas for improvement and highlighting the lessons learned for future projects.

4 AVIDUS RESOURCES

4.1 Avidus Associates Limited will ensure that staff named in the contract are competent to carry out the work assigned.

4.2 Avidus Associates Limited may sub-contract work on any aspect of the contract as it deems appropriate.

4.3 Avidus Associates Limited will give due notification of any staffing changes.

4.4 An Associate Framework governs the way in which all consultants work both with the client and with each other.

4.5 All representatives of Avidus Associates Limited will demonstrate behaviour in accordance with the Corporate Values.

4.6 Avidus Associates Limited promotes professional development amongst staff and reserve the right to request staff to partake in development activities. Contractual obligations will

Avidus Associates Limited.

42 St. George's Manor, Littlemore, Oxford. OX4 4TW.

Phone: 01865 714469

Email: Margie@AvidusAssociates.com

be considered before staff partake in development activities. Where it impacts upon a contract, minimal disruption will be ensured.

5 ADMINISTRATION

- 5.1 Avidus Associates Limited will charge the client the fees for a contract at the rate specified in the contract.
- 5.2 All travel as determined by the client will be charged to the client at the cost to Avidus Associates Limited. Business mileage will be charged at £0.40 per mile.
- 5.3 Any further costs incurred by Avidus Associates Limited for the provision of the contract, will be charged to the client at the cost to Avidus Associates Limited. All potential expenses are specified within the contract.
- 5.4 Avidus Associates Limited shall submit an invoice on a periodic basis, indicating the amount due (plus VAT if applicable). The amount due will be based on the work conducted and expenses incurred during the specified period.
- 5.5 The client will approve the submissions advising Avidus Associates Limited of any queries within two working days of submission.

6 PAYMENT

- 6.1 The invoices submitted by Avidus Associates Limited will be due from the date of the invoice and payment is requested immediately.
- 6.2 Payment of invoices should be made payable to 'Avidus Associates Limited' by either cheque or by bank transfer to Avidus Associates Limited's bank account:
Nat West Bank – 82 High Street, Wallingford, OX10 0BT, United Kingdom.
Sort Code: 60-22-19 Account No: 67432875
- 6.3 Avidus Associates Limited will have the discretion to charge the client with late payment fees, for all invoices which are not paid in full to Avidus Associates Limited within 30 days of the invoice date. The fee will be charged at 2% per month calculated on a daily basis on the outstanding balance, until payment is received in full.

7 AVIDUS ASSOCIATES LIMITED'S OBLIGATIONS

Avidus Associates Limited will:

- 7.1 Co-operate with the client's staff and accept the direction, supervision and instruction of any person in the client's organisation to whom it is responsible.
- 7.2 Conform to the client's rules and regulations and normal hours and standards of work and practice and any Special Conditions specified in the contract.
- 7.3 Not disclose to any person any confidential information belonging to the client or its associated companies acquired as a result of the contract and in addition Avidus Associates Limited may be asked to sign the client's Confidentiality Agreement.
- 7.4 Provide all services in conjunction with UK legislation, in particular with due regard for health and safety and will make appropriate security measures to protect all clients' data.

8 THE CLIENT'S OBLIGATIONS

The client will:

- 8.1 Provide Avidus Associates Limited with appropriate information, documentation and resources, as required, to effectively carry out the contract.
- 8.2 Openly communicate with Avidus Associates Limited on matters and issues that may directly or indirectly impact upon the contract being effectively carried out by Avidus Associates Limited.
- 8.3 Acknowledge that all copyright, trademarks, patents and other intellectual property rights deriving from the contract shall belong to Avidus Associates Limited.
- 8.4 Have freedom to utilise all documentation supplied from the contract within the client's organisation, for the client's sole use.

9 RENEGOTIATION

- 9.1 Subject to reasonable notice either party may request changes to be made to the contract, whether it be relating to the services or objectives. Both parties will need to assess the feasibility of changes and agree to the change request.
- 9.2 On agreement of the change request a new contractual agreement will be produced.
- 9.3 The initial contract will be adhered to until such time as the original contract has been amended and re-issued.
- 9.4 Contracts will run for periods specified, but may be subject to extension or renegotiation if both parties agree.

10 TERMINATION

- 10.1 The contract will commence at the date specified as the start of the contract period.
- 10.2 The contract will terminate at the end of the contract period as specified in the contract.
- 10.3 The contract may be terminated by either party in writing providing the appropriate Notice Period as specified in the contract
- 10.4 A contract may be terminated by the client or Avidus Associates Limited giving the other party the Period of Notice specified in the contract.
- 10.5 Upon termination of the contract for whatever reason, Avidus Associates Limited shall return to the client all documents and property of whatever nature belonging to the client which have been supplied under the contract and vice-versa.
- 10.6 Notwithstanding sub-clause 10.4 of this agreement, the client may without notice and without liability instruct Avidus Associates Limited to cease work on a contract at anytime if Avidus Associates Limited are in breach of contract; and equally Avidus Associates Limited may without notice and without liability advise the client of the cessation of work on a contract at anytime if the client are in breach of contract.
- 10.7 Should the client cancel part or all of the contract, Avidus Associates Limited will be entitled to charge the following cancellation charges:

Less than 14 days notice:	100% of the agreed fee
14 –28 days notice:	50% of the agreed fee
One to two calendar months notice:	25% of the agreed fee
More than two calendar months notice:	No fee payable