

## **Terms of Business of Psysoft Limited**

### **1. Introduction**

1.1 The following terms of business relate to assignments undertaken by Psysoft Ltd's staff (hereinafter referred to as "Consultants") on behalf of clients.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 These Terms override any earlier terms appearing in Psysoft Ltd's catalogues or elsewhere or referred to by the client whether in the order or in any negotiations.

1.4 These Terms shall govern the contract between Psysoft Ltd and the client to the exclusion of any other terms (except Psysoft Ltd's Conditions of Supply, from time to time in each case, which are hereby incorporated into these Terms. A copy of these is available upon written request).

### **2. Specifications**

2.1 Consultancy projects should be based on a clear specification or proposal.

2.2 Fees specified on a proposal will be held for three months from the date of the proposal. Proposals accepted after that time may be subject to increased prices if a price rise has been applied since the date of the proposal.

### **3. Fees**

3.1 A Consultant Day is a maximum of 9.00 a.m. to 5.30 p.m. (excluding travelling time) unless otherwise agreed in writing between the parties. If evening, weekend or public holiday work is involved and/or if the project involves work outside the British Isles, higher rates may apply (unless agreed in writing).

3.2 Unless otherwise agreed in writing between the parties, training course bookings and consultancy projects will be invoiced in advance of work delivered or training attended, and must be paid in advance. Terms of trade are 30 days.

3.3 Charges for cancellations (including postponement) before the commencement of a consultancy assignment or training course are as follows:-

Within one week : the full fee

Within two weeks : 50% of the fee

Within three weeks : 25% of the fee

Psysoft Ltd will discuss whether substitute work (to replace the work that has been cancelled) can be carried out on the days arranged for the original work.

3.4 Refunds – in the event of the client cancelling a training course booking or a consultancy project after having already paid, subject to the time frames given in section 3.3 (above), a refund will be made to the client. In the unlikely event of Psysoft Ltd cancelling a course or project after the client has already paid, a full refund will be given or the client may elect to transfer the project or course to an alternative date without a refund.

3.5 All claims should be made in writing to Psysoft Ltd, quoting the invoice and customer account numbers:

(a) As soon as possible when the cancellation is requested

(b) Not later than 21 days after the scheduled training course or consultancy project

3.6 If the client requests any variation to the project, Psysoft Ltd will seek to meet the request. If this results in extra time being taken then this will be charged at the then prevailing rate per Consultant Day.

3.7 Expenses incurred in the course of undertaking the project, such as travel or hotel are charged extra to the fees. Travel, subsistence and courier charges are billed at cost: car travel will be charged at the prevailing rate per mile (available on request).

3.8 Psysoft Ltd reserves the right to charge interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

3.9 Fees for in-house training courses include training materials unless these have to be purchased or hired from a third party (in which case they shall be supplied at a price to be agreed between the parties).

3.10 Fees are payable three weeks before the starting date of the course, or thirty days after the date of the invoice, whichever is earlier.

3.11 Where a training course is designed to lead to the award of a certificate, registration, diploma or other qualification, the award of the same is dependent upon the successful completion of the course and/or the passing of a test. Whilst Psysoft Ltd will make every effort to ensure a high standard of training and impartiality in such awards, no guarantee is given that every delegate attending will receive one.

#### **4. Intellectual Property Rights**

The copyright in the content of any work produced during or as a result of project work undertaken is the absolute property of Psysoft Ltd. The client shall not be entitled to reproduce the copyright work unless licensed by Psysoft Ltd.

#### **5. Confidentiality**

Each party shall keep confidential all information obtained from the other pursuant to the contract of which these Terms are part and shall not divulge information to any third party without the other's prior written consent. Each party should ensure that its servants, agents, employees and sub-contractors are bound by the provisions of this clause.

#### **6. Access**

The client will give the Consultant such access to their offices and to client information as the Consultant may require in the performance of the assignments. The client will also ensure that the Consultant has sufficient working space and facilities and will secure and keep safe all of the Consultant's and Psysoft Ltd's property.

#### **7. Liability**

7.1 Materials and training courses are supplied on the basis that Psysoft Ltd does not have any liability of any kind (including negligence) to the client or any other party arising out of the use by the client or any other person of any information or opinions expressed during the course or any materials supplied to him or out of the interpretation of any information derived from them.

7.2 The Consultant will not be required to provide the services detailed in the specification or proposal if prevented from doing so by the acts or omissions of the client or the client's personnel.

7.3 In the event of illness or other unusual circumstances, Psysoft Ltd cannot guarantee that a particular consultant will carry out the project.

#### **8. Indemnity**

The Client will indemnify Psysoft Ltd for any loss, claim, damage or expenses incurred by Psysoft Ltd as a result of any breach of the contract of which these Terms are part by the client without Psysoft Ltd's consent.

#### **9. Data Protection**

9.1 The Client shall comply with all the provisions of the Data Protection Act 1998 in relation to its use of the Materials.

9.2 The Client consents to Psysoft Ltd processing personal/candidate data relating to the Client for the purposes of facilitating the Client's use of the Materials in accordance with Psysoft Ltd's Privacy policy.

#### **10. General**

10.1 No waiver by Psysoft Ltd of any breach of the contract of which these Terms are part shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2 If any provision of the contract of which these Terms are part is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected thereby.

10.3 The contract of which these Terms are part shall be subject to and be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

10.4 Psysoft Ltd shall not be liable for any default resulting from causes beyond its reasonable control.

**Last updated: 15 June 2018**