

1. Definitions

In this Agreement the following terms shall bear the following meanings.

Architecting the Enterprise	The contractual supplier of the consultancy service, its successors and assigns.
Business Hours	The hours between 9.00 am to 5.30pm (local time) on Monday to Friday (inclusive).
Cancellation	Refers to an event described within the proposal
Client	The person or organization who signs the agreement within Architecting the Enterprise's proposal.
Client representative	Or such other person as the client shall nominate as its representative for the purpose of managing the Consultants(s) and the services for certain day to day operational matters.
Commencement date	The date of arrival of consultant at location of work.
Contract period	The period of the duration of the contract in accordance with the signed proposal.
End customer	The persons or organization that may be intended for the service but do not form part of the contracting agreement.
Event	Is a subset within the proposal which could be a piece of training, education, workshop or consultancy.
Expenses	The costs incurred for travel, accommodation, meals or any costs incurred by the consultants(s) whilst carrying out his/her work.
Fees	The fees for the consultant(s) and or service, at the rate set out in the proposal.
Intellectual property rights	Patent, trademarks, service marks, design rights (whether registered or not), applications for any of the above rights, copyright, trade or business names or any other similar rights or obligations whether registerable or not in any country including but not limited to the United Kingdom.
Location of work	The offices where the work will be performed.
Materials	The information provided for training, education and consultancy in a variety of formats such as presentations, cd rom, books etc.
Proposal	The document describing the service and costs for the work required from Architecting the Enterprise to the client. This proposal forms the contract.
Purchase order	A commercial document raised by the client to Architecting the Enterprise agreeing to the services, fees and terms in the proposal.
Services	The service(s) described in the proposal.
Statement of works	A description of the work to be done in detail and specifies the exact nature of the work to be implemented. This should include milestones and a project plan.
Termination	Refers to the entire agreement in the proposal.

2. General

- 2.1. Architecting the Enterprise requires the client to provide a Statement of Works prior to issuing a proposal.
- 2.2. The client must sign Architecting the Enterprise's proposal prior to any work commencing.
- 2.3. Architecting the Enterprise reserve the right to change the consultant(s) used in any engagement at any time.
- 2.4. Architecting the Enterprise reserve the right to change an engagement event date at any time.
- 2.5. The client must confirm the number of attendees on any engagement event at least one week before the start date of the event.
- 2.6. Substitutions are permitted for attendees at any time up to the start of an engagement event.
- 2.7. The consultant, shall unless otherwise agreed in writing, not work more that the number of days agreed in the proposal. In the event that the end customer or client wish to extend the number of days the client will agree and sign an additional schedule to the proposal and agree to the additional fees prior to the work being carried out.
- 2.8. During the contract period of the contract the client or client's representative will provide the consultant(s) with full and clear directions to carrying out the service(s).
- 2.9. The client will provide the consultant with all necessary office space and access to computer, internet, printers, copying and telecommunications facilities together with administrative personnel at the location of work. This will be required at any office from which the consultant(s) may to be required or need to work in providing the service(s).
- 2.10. The client will ensure that the client representative is available during business hours for the purposes of receiving reports from and giving directions to the consultant(s).
- 2.11. The client or the client's representative will countersign timesheets verifying the number of days/hours worked by the consultant(s) or Architecting the Enterprise weekly.
- 2.12. The materials for training, education, workshop or consultancy purposes is the intellectual property of Architecting the Enterprise and may not be used in any circumstances without seeking permission in writing from Architecting the Enterprise.

3. Financial

- 3.1. Architecting the Enterprise quotes prices and issues invoices in UK pounds (GBP), US dollars (USD), Euros (EUR) and Australian dollars (AUD) only. The client must pay in the currency shown on the invoice.
- 3.2. Currency conversion charges from any other currency to that of the invoice is the responsibility of the client.
- 3.3. Any sales taxes relevant to the country where an engagement takes place will be added to the fees in accordance with that country's tax regulations.
- 3.4. The client must provide a purchase order before the start of any engagement or shipment of any product or materials.

- 3.5. Architecting the Enterprise will raise a monthly invoice for the engagement fees under the terms detailed within the proposal.
- 3.6. The client must pay any invoice within 30 days of the date on the invoice.
- 3.7. Architecting the Enterprise will deem any invoice to be unpaid until the full amount of the invoice has been received.
- 3.8. Payment may be made by
 - a) direct bank transfers
 - b) cheques (payment is only deemed to be received when the UK clearing bank clears the cheque)
 - c) recognised credit cards are Visa/Mastercard/Eurocard/Delta/Amex.
- 3.9. Fees do not include the costs for travel, accommodation or any other costs incurred by any of the client's participants in the engagement will be raised monthly.
- 3.10. For private courses the course fees do not include instructor travel or accommodation costs. Architecting the Enterprise charge expenses at cost. Car travel is at the rate per mile used by Government guidelines for normal business use. Architecting the Enterprise always aims to minimise expenses; however, our policy is for all instructors to have overnight accommodation within 30 minutes travel of the course venue. Expenses are invoiced separately upon completion of the course. Architecting the Enterprise will estimate instructor expenses in the proposal.
- 3.11. Architecting the Enterprise may charge a "re-use" fee for any Architecting the Enterprise intellectual property used in the build and delivery of a client solution. Any such fee will be detailed in Architecting the Enterprise's proposal.
- 3.12. Architecting the Enterprise will specify any discounts that may apply to any fees in the proposal.
- 3.13. Late payment may incur penalty charges including removal of any discounts.
- 3.14. Architecting the Enterprise reserves the right to charge interest on late payments of invoices at a rate of 8% above the Bank of England's base rate

4. Termination & Cancellation Policy

- 4.1. Any termination or cancellation of an event or piece of work must be received in writing.
- 4.2. The agreement shall be for the contract period in the proposal.
- 4.3. The agreement may be terminated by either party prior to the expiration of the contract period:
 - 4.3.1. In the event of the other becoming insolvent or resolving or being ordered to be wound up or if the other has an administrative receiver, receiver or administrator appointed over any of its assets or business or it suffers any analogous event to occur under to laws of any other jurisdiction.
 - 4.3.2. By written notice of not less than 7 days duration in the event that the other commits an irremediable material breach of this agreement or commits a material breach capable of remedy which the other party has failed to remedy 14 days after written notice from the other to do so.
- 4.4. Architecting the Enterprise may terminate this agreement with 7 days written notice in the event of the client failing to pay any sum over the 30 day payment term.
- 4.5. No engagement charge is made for cancellations received more than 30 days before the start of an event unless payment is made by credit card – see below.

- 4.6. For cancellations received between 14 and 30 days before the start of an engagement event, Architecting the Enterprise will make an administrative charge of 10% of the fees plus any credit card payment charge – see 3.5.
- 4.7. For cancellations received less than 14 days before the start of a an engagement event, Architecting the Enterprise will make an administrative charge of 75% of the fees plus any credit card payment charge – see 3.5.
- 4.8. Cancellation of credit card payments will incur an additional admin charge of 10% over and above any other cancellation charges.
- 4.9. Any travel and accommodation reservation charges and expenses incurred by Architecting the Enterprise prior to cancellation by the client are chargeable to the client.
- 4.10. If Architecting the Enterprise cancels an event for any reason, then Architecting the Enterprise will refund the fees in the currency of the invoice. Architecting the Enterprise will not be liable for any travel, hotel penalties, inconvenience or material loss as a result of any cancellation.

5. Force Majeure

- 5.1. If Architecting the Enterprise or its consultant(s) are unable to render the services to the client or end customer as a result of some external event of Force Majeure, including acts of God, acts of Government, acts of war, terrorism, fire, floods, strikes, lockouts, work stoppages, labour disputes or other matters outside its reasonable control. Architecting the Enterprise and any consultant(s) shall be relieved from their obligation to provide the service(s) for the period that the Force Majeure exists. As soon as reasonable practicable after the Force Majeure event ceases or is otherwise resolved the service(s) will be completed.

6. Limitation of Liability

- 6.1. Architecting the Enterprise and its consultant(s) shall incur no liability to the client or end customer in respect of rendering of the service(s) for any direct or consequential losses or loss of profit or other costs or losses howsoever incurred.

7. Restraint

- 7.1. The client for itself and its Group undertakes that they shall not during the Contract period and for the period of 12 months after the expiry of the Contract period or any extended period of this agreement.
 - 7.1.1. Offer employment to, enter into a contract for the services of, or otherwise attempt to entice away from Architecting the Enterprise or its Group, any individual who is either a consultant or an employee.
 - 7.1.2. Procure or facilitate the making of such an offer or attempt by any other person
- 7.2. In the event of any breach of this clause by the client or any member of its Group, the client shall within 14 days of any employment or engagement or any similar arrangement with any consultant or other person referred to in clause 7 or any undertakings connected to such persons pay Architecting the Enterprise 50% of the first year's equivalent annualised remuneration of such person, including (without limitation) any bonuses/incentives, car allowances and any guaranteed payments to which the person may be entitled.



Terms and Conditions Consultancy

Registered Office: Hazelwood House, 11 Cedar Grove, Amersham, Bucks. HP7 9PG
Registered in England Number: 4613939

8. Law

- 8.1. This agreement shall be construed in accordance with English law and Architecting the Enterprise and the client irrevocably hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute, claim or other legal process relating to this agreement.