

robin jordan associates
STANDARD TERMS OF BUSINESS FOR CONSULTANCY
(Two Pages)

Contracts for the provision of rja's consulting services to clients shall be subject to the following conditions :

1. Outline terms of reference and details of fees payable are as separately notified and agreed.
2. Fees are payable by clients within thirty days of receipt of our invoices and on the bases of time spent on assignment at the client's premises or elsewhere.
3. Unless otherwise stated, fees quoted are exclusive of travelling, accommodation and office services expenses incurred by our consultants in connection with agreed assignments.
4. Any proposal, quotation or estimate will remain valid for one calendar month following the date of that proposal, quotation or estimate. The fee bases are subject to review from time to time, but three months notice will be given of intention to amend the fee charging bases of current and continuing assignments.
5. Contracts for assignments are terminable by either party giving fourteen days written notice. In this event, we shall be entitled to fees for consultancy time expended on or allocated to the terminated assignment up to and including the termination date; amounts chargeable will be based on our current daily rates.
6. Forecasts of time required to complete our work are based on information made available to us by clients but may require adjustment by agreement when our work programme is affected by factors beyond our control. Agreed dates for work amended by the client with less than five working days notice will be charged at our daily fee rate where we are not able to employ our consultant on other fee-earning work.
7. Our consultants have a professional obligation to ensure there is no unauthorised disclosure to third parties, or commercial advantage gained, of confidential information given to us by clients regarding their organisation, operation and plans.
8. Prior to completion of a project, all information, data, analyses and reports prepared and collated by us shall, subject to the provisions as to confidentiality contained in these conditions, remain our sole property and shall not be reproduced or disseminated to any other company, organisation or individual without our prior consent.
9. Upon completion of the project, all reports and recommendations shall become the absolute property of the client.

For the purposes of this condition, completion of the project shall mean :

- completion by us of the minimum period specified for the carrying out and completion of the project as determined by our analysis and agreed by the client or such other period as may be agreed in writing between us for completion.
 - that the client has paid all our invoices and no monies are outstanding to us.
10. Reports submitted and advice given by us is for the use of clients concerned and is not to be disclosed to third parties without our prior written consent.

11. The time taken to complete the project and the measure of its success depend in part on factors outside our control; our forecasts and estimates of time are made in good faith on the basis of information made available by the client, in anticipation of effective co-operation in the project work by client's staff and in prompt agreement and implementation of recommendations. Any such estimates shall not be deemed to be undertakings, warranties or contractual conditions.
12. Whilst our consultants will make every effort to provide sound advice and direction based on available information we shall not be liable to the client for any consequential, financial or economic loss incurred by the client including without limitation, delay, loss of profitability, loss of contracts or liability to third parties. Clients remain wholly responsible for matters relating to policy and action following our advice and direction.
13. The manufacturers and/or suppliers of machinery, equipment, computer hardware or software in regard to which we might comment, advise or recommend retain full and sole responsibility for their claims, statements, reports, technical and operating specifications, development, support and operational performance etc..