

**ECM181**

These are the only terms and conditions that apply to you. These terms will continue to apply until we provide new terms.

We are: [full legal name]  
Our address is: [address]  
Contact: e-mail: [email]  
Telephone: [phone]  
Fax: [fax]

You are: [client name]  
Your address is: [client address]

Contact: e-mail: [client email]  
Telephone: [client phone]  
Fax: [client fax]

**The terms and conditions**

**1 Definitions that apply**

“Assignment”

“Confidential Information”

“Intellectual Property”

**Consultant**

is willing to provide services under the contract between us until we

of consultancy work we

of your business and ours,

of every sort, and patents, trademarks, designs, copyrights, software, literary or artistic works, for which the person, who has the moral right to its exclusive enjoyment, has given anybody else from copying in any form whatsoever.

**2 Consultant's fees and expenses**

2.1 Our work time

Director

per hour

Senior

per hour

Other

per hour

- 2.2 Our charging rate.
- 2.3 We undertake and up-to-date records of the time spent on the assignment. Time shall be recorded in 15 minutes.
- 2.4 Travel by road or rail at cost of second-class fare, by air the cost of first-class airfare.
- 2.5 Accommodation shall be provided at actual costs.
- 2.6 After the end of the assignment you shall have the choice to you for work done during that month. You shall receive a breakdown in respect of the time spent by you on the particular assignment.
- 2.7 The invoice will include a list of expenses we have incurred in working on the assignment.
- 2.8 You must pay the invoice within 14 days of our sending it.
- 2.9 We may increase the rate of charges 30 days notice to you.
- 2.10 We reserve the right to charge interest in respect of the late payment of any money due to us (before and after judgment) at the rate of 10% per annum from time to time of the Bank of England from the date of payment.

**3 Identification of our services**

You acknowledge that

- 3.1 You buy as a consumer
- 3.2 you understand that the services are Consultancy Services (the "Services")
- 3.3 you are satisfied that the services are of a standard and satisfactory for your requirements
- 3.4 this agreement is made in connection with a sole or joint venture between you and us
- 3.5 *in entering into this agreement you are not relying on any representation or information from us*

**4 Confidentiality**

We are both aware that the services will be entrusted with your business and operation of the company and their dealings with other and their dealing with other and their dealing with other proprietary information

we will each have access to the business and operation of the company for any and all other purposes connected with his business or

businesses and/or re  
otherwise) is or may  
for us and every em  
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4.1 that neither w  
make use of (o  
or disclosure

4.2 that both of u  
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provisions.

## 5 Intellectual property

Software code and g  
agreement. During  
otherwise specified i  
as follows:

5.1 Software cod  
incorporated

5.2 Code written

5.3 All other Intel  
Assignment v

5.4 We now gran  
to the date of  
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## 6 Limitation of liability

6.1 The following  
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6.5 Our entire liability

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Intellectual Property shall be

this agreement and

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his agreement;

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