**Terms of business**

**Welcome**

These terms apply to the delivery of services by [full legal name of your business] (**we, our, us**) to a client (**you, your**) pursuant to a letter recording the engagement and enclosing or cross-referencing these terms. When we use the word **parties** we are referring to both ourselves and you.

**Agreement**

1. Subject to any variation agreed in writing, these terms apply to our provision of the services you have asked us to provide. Together with our engagement letter, they form an agreement.

**Scope**

1. The scope of our services is in our engagement letter. If you’re not clear on the scope or would like to change it, please tell us. We value open communication and any changes in scope will need to be agreed and recorded.
2. Our services are delivered and our obligations are owed to you alone. You may not share our deliverables or other outputs with others (other than staff and professional advisors), allow others to rely on them, or publish them (e.g., on a website to members of the public), without our prior written consent.
3. Our services to you will end upon our completion of the services in our engagement letter (unless terminated earlier under the termination provisions below).

**Our responsibilities**

1. We will provide our services to you with the degree of skill, care and diligence to be expected of consultants providing services of the same kind.
2. We will use reasonable efforts to complete our services for you within any agreed time frame.

**Your responsibilities**

1. You will supply us promptly with all information and assistance, and all documentation in your possession or control, that we require to provide the services. We will not be responsible for delays caused by delay on your part.

**Electronic communications**

1. We may communicate with you (and you with us) by electronic means. When in this agreement we use the words ‘written’ or ‘in writing’, they include by electronic means. Neither party will be liable to the other for any loss or damage caused by intereference with, or interception or corruption of, these communications.

**Confidential information**

1. When we refer to confidential information, we mean information that: is by its nature confidential; is marked or provided by either party as 'confidential' or ‘in confidence’; either party knows or should know is confidential; or is otherwise of a sensitive nature.
2. Each party will safeguard the other's confidential information from unauthorised access or use by third parties, and will not use the other’s confidential information or disclose it to any person or organisation, other than: to the extent necessary for provision of the services; if the other party consents; if the use or disclosure is required by law; or, as to disclosure, if the information has already become public, other than through a breach of confidentiality by either you or us.
3. Each party will ensure its personnel are aware of these obligations and do not use or disclose the other's confidential information except as permitted.

**Conflicts**

1. If we identify circumstances that could cause us to have a conflict of interest, we will take one or more of the following actions: consider the potential conflict; if required, apply appropriate safeguards to mange it; and/or notify you of the conflict and ask for your consent to our continued provision of the services. You agree that, if we cannot resolve or manage a conflict, we may need to (and can) terminate this agreement.

**Intellectual property**

1. We or our licensors own all intellectual property rights used for the services that existed before the date of this agreement. We will also own all intellectual property rights in all deliverables and other outputs of our services and in all our internal working papers, on their creation, together with all modifications and enhancements to such deliverables, outputs and working papers.
2. We will use reasonable efforts to ensure our provision of services does not infringe any third party’s rights.
3. Subject to clause 16, we grant you a non-exclusive, royalty-free and perpetual licence to use, copy and distribute all outputs and deliverables for the internal purposes of your business.
4. This licence is subject to your obligations in clauses 3 and 10-11 and is revocable until such time as you have paid all fees and expenses owing under this agreement, upon which the licence will become irrevocable.

**Attribution**

1. If we grant consent under clause 3 to your sharing or publishing a deliverable or other output, you will identify us as the author and retain any copyright notices and disclaimers that may appear in the deliverable or other output.

**Promotion**

1. Subject to clauses 10-11 and unless otherwise agreed, you allow us to publish your name and logo and the fact that you are or have been a client, on our website and in other promotional material. If you have branding guidelines, please let us know.

**Fees and invoicing**

1. Unless we agree otherwise (e.g., in our engagement letter), our fees reflect the time we spend on a matter charged at our hourly or daily rates as set out in our engagement letter. All fees are in [insert currency].
2. Our rates are exclusive of taxes. We will charge you for all applicable taxies, levies, deductions and withholdings, together with any interest, penalty or fine we may incur as a result of late payment on your part.
3. When we give you an estimate, the estimate serves as a guide and not a fixed quotation. If requested, we will inform you at regular intervals of fees incurred or when fees reach a certain level.
4. We may also charge you for actual and reasonable out-of-pocket expenses we incur in performing the services (such as travel, accommodation and conference expenses) but only if we obtain your prior consent (which you agree not to unreasonably withhold).
5. Unless stated otherwise in our engagement letter, we will invoice you monthly in arrears. You are required to pay our invoices within 10 calendar days of receipt. Interest will accrue and be payable on any overdue fees at the rate of 10% per annum, starting on the due date and continuing until fully paid. If our engagement letter requires an upfront part-payment, we will not start providing our services until that payment has been made.

**Disputes**

1. If you are unhappy with our services, please let us know as soon as you can and we will try to sort things out.
2. If a dispute arises under or in connection with this agreement or its formation, we and you will meet in good faith to try and resolve the dispute informally.
3. The parties agree that the existence and nature of any dispute between them will, subject to this agreement, remain strictly confidential.

**Limitation of liability and disclaimer of warranties**

1. Subject to clause 29, to the greatest extent permitted by law each party's maximum liability to the other under or in connection with this agreement and its formation, whether arising in contract or tort (including negligence) or otherwise, is the value of the fees paid and payable under this agreement.
2. Subject to clause 29, neither party will be liable to the other party for any indirect, incidental, special, consequential or punitive loss or damages, or for any loss of income, profit or savings of any nature.
3. The limitations of liability in this clause shall not apply to: limit the liability of a party if there has been malicious wrongdoing, wilful default or fraud by that party; non-payment of the fees under this agreement; and any claim arising from a breach of clauses 10-11.
4. We disclaim all warranties, either express or implied, in relation to our services, deliverables and other outputs, other than as expressly described in this agreement.

**Termination**

1. Either party may terminate this agreement: on 30 days notice; or immediately on notice if the other becomes insolvent or otherwise ceases business or commits any material breach of this agreement that is either incapable of remedy or is not remedied within 14 days of receipt of a notice requiring it to be remedied.
2. We may terminate this agreement on notice if you: fail to pay our fees and/or expenses when due; or fail to provide us with adequate information or assistance when requested; or appoint another contractor to provide the same or similar services as those we are providing under this agreement; or refuse to vary this agreement (including, where we require, as to the fees payable) when insisting on a change to the scope of services or deliverables.
3. If this agreement is terminated before the services are completed, we will charge you, and you agree to pay, for the work undertaken and expenses incurred up to the time of termination.
4. On termination or expiry of this agreement, each party will, on request, return or securely destroy the other’s confidential information, but we may retain copies of our working papers, deliverables and other outputs.

**Miscellaneous**

1. This agreement is governed by the law that applies in our principal place of business. You submit irrevocably to the jurisdiction of the courts of the state or country of our principal place of business.
2. If any part of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
3. This agreement constitutes the entire agreement between you and us and replaces any previous agreements, representations and understandings.