



ADDITIONAL TERMS AND CONDITIONS

Consultancy and Professional Services



Thrive Operations Limited

ADDITIONAL TERMS 1: CONSULTANCY AND PROFESSIONAL SERVICES

VERSION 220322

This Schedule will apply where You are buying Consultancy Services and Professional Services from Thrive. It will apply in addition to the terms set out in the General Terms and Conditions.

1 INTERPRETATION

1.1 In this Schedule, capitalised words shall have the meaning given to them in the General Terms and Conditions. In addition, the following definitions apply to this Schedule:

“Consultancy Services” means the consultancy services as described in more detail in the Project Scope

“Consultancy and Professional Services” in this Schedule means any or all of the Installation Services and/or Consultancy Services and/or Design Services and/or Project Management Services

“Design Services” means the design services as described in more detail in the Project Scope

“Installation Services” means the installation services as described in more detail in the Scope

“Project Management Services” means the project management services as described in detail in the Project Scope or Order Confirmation

“Term” means the period specified as the term in the Project Scope or Order Confirmation

1.2 Unless otherwise specified in this Schedule, all clause references shall be to clauses contained in this Schedule.

2 CONSULTANCY AND PROFESSIONAL SERVICES

2.1 Where You are purchasing Consultancy and Professional Services, the terms in this document shall apply in accordance with clause 2.2 of the General Terms and Conditions unless there is a specific conflict with the terms of this document (Additional Terms 1) in which case the terms of this document shall apply.

3 YOUR OBLIGATIONS

3.1 You shall:

- 3.1.1 provide Us and Our employees, agents and subcontractors with access to Your premises, office accommodation and other facilities as We may reasonably require in order to provide the Consultancy and Professional Services;
- 3.1.2 provide Us with such information and materials as We may reasonably require to supply the Consultancy and Professional Services, and ensure that such information is accurate in all material respects;
- 3.1.3 grant to Us a royalty free, non exclusive, non transferrable licence to use Your software documentation processes, procedures and data but only to the extent necessary for the provision of the **Consultancy and Professional Services**; and
- 3.1.4 prepare Your premises for the **Consultancy and Professional Services**;

3.2 You agree that the **Consultancy and Professional Services shall not be used or carried out** in a way which does or could (in Our reasonable opinion) breach Our reasonable requirements regarding health and safety.

3.3 If We are unable to perform any of Our obligations in respect of the Contract due to any act or omission by You then We shall have the right to suspend delivery of the **Consultancy and Professional Services** until such time as the said issues are resolved to Our reasonable satisfaction.

3.4 You acknowledge that the Consultancy and Professional Services are reliant on the accuracy of information provided to Us by You including, but not limited to, data volumes, concurrent calls and throughput details provided by You.

4 TERM

4.1 The Contract shall commence on the Effective Date and, unless cancelled under clause 11.1 of Part 1 of the General Terms and Conditions or terminated in accordance with clause 11.2 of Part 1 of the General Terms and Conditions, shall continue for the Term.

5 CHARGES & PAYMENT

5.1 The charges for the Consultancy and Professional Services shall be as set out in our Quotation. Where We charge on a time and material basis, We shall raise an invoice monthly in arrears. Where the Consultancy and Professional Services are part of a design and installation project, 25% will be invoiced

on receipt of order, 30% shall be invoiced when the low level design is completed, 35% when the equipment has been pre-staged and 10% on acceptance of the installation by You. For all other basis for calculating charges, unless We have agreed otherwise, We shall raise invoices for Our charges in advance of starting the Consultancy and Professional Services in question.

- 5.2 We shall be entitled to charge You for any expenses reasonably incurred by the individuals whom We engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and as required by Us for the performance of the Services. In this regard ground travel to customer sites up to 100 miles each way is charged at £95 per day. Ground travel to customer sites in excess of 100 miles will require an overnight stay which is charged at £150 per night. Any exceptional travel costs over and above these amounts such as air fares or ground travel to customer site in excess of 100 miles will be recharged at cost.
- 5.3 If a booking for onsite resource is cancelled or moved to another date by You with less than 48 hours' notice, We reserve the right to charge in full for the originally booked date. The subsequent rebooked date will also then be charged for at the applicable value. However, If the booking is agreed to be changed for the works to be performed remotely on the booked date, we can amend the booking accordingly at no additional charge.
- 5.4 The provisions regarding charges set out in the General Terms and Conditions shall apply to the Consultancy and Professional Services.

6 LIMITATION OF LIABILITY

- 6.1 Subject to clause 5.3 and 5.4 of Part 1 in the General Terms and Conditions, Our total liability for all claims arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, in connection with the performance or contemplated performance of the Contract shall be limited to 300% of the actual charges paid or payable for the Consultancy and Professional Services giving rise to the claim.
- 6.2 All of clause 5 of Part 1 in the General Terms and Conditions shall apply to the provision of the Consultancy and Professional Services except for clause 5.5 of the General Terms and Conditions.

7 INDEMNITIES

- 7.1 You shall indemnify Us against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that We suffer or incur arising out of or in connection with Your use of the Consultancy and Professional Services in breach of this Contract.

8 CHANGE OF SCOPE

- 8.1 If You request a change of scope which involves Us either undertaking additional work or working outside normal working hours, We will charge You for any time cost over and above the Project Scope and/or Quotation at our then current applicable hourly or daily rates.