

## STANDARD TERMS AND CONDITIONS - PROJECT SERVICES

### 1.0 Definitions

- 1.1 'Orchid' is Orchid Information Systems Limited. The 'Client' is any individual, firm or company to whom Orchid may agree to sell Goods or Services. 'Project Services' include any work or consultancy undertaken that involves time spent by Orchid. 'Goods' are any physical items purchased from Orchid. These may be pre-existing or the product of Services.

### 2.0 Terms of Reference

- 2.1 All work by Orchid for the Client will be in accordance with the terms of reference agreed at the outset, as modified by any subsequent agreed variations. A Quotation will normally contain details of the terms of reference.

### 3.0 Charges

- 3.1 Fees are based on the time spent by Orchid staff on an assignment at the notified fee rates.  
3.2 Expenses incurred on travel and subsistence are charged at cost. Standard policy is standard class rail and economy class air travel. Car mileage is charged at 60p per mile.  
3.3 Charges are based on a standard day of 7.5 hours and a five day week, excluding weekends and public holidays. Where overtime, weekend or public holiday working is required, additional charges will be made at the notified fee rates.  
3.4 Goods and Services purchased on the Client's behalf are charged at cost plus a 15% handling charge.  
3.5 All fees and expenses charged to UK Clients are subject to VAT at the rate applicable on the date of invoicing.  
3.6 Prices may be quoted as fixed prices in which case clauses 3.1, 3.2, 3.3 will not apply.

### 4.0 Validity

- 4.1 Proposals are valid for 30 days from the day of issue, unless otherwise indicated.  
4.2 These terms and conditions shall form the sole basis of the contract between the parties notwithstanding anything to the contrary stated in the Client's terms and conditions of business unless the parties agree otherwise in writing.

### 5.0 Termination

- 5.1 The contract may be terminated forthwith by either party in the event of the other going into insolvent liquidation or having a Receiver or Administrator appointed over all or part of its assets or being the subject of any other formal insolvency procedure.  
5.2 The contract may be terminated by Orchid on giving 4 weeks notice. Unless otherwise agreed in writing, any phase of the work that has started will be paid for in full.  
5.3 Client's default or delay:-  
5.3.1 If the Client shall fail to provide any facilities, materials, or instructions or be in default of any obligation under this or any Contract between the Client and Orchid or any Associated Company or Subsidiary thereof, Orchid may elect to treat the Contract as having been terminated by the Client.  
5.3.2 Without prejudice to clause 5.3.1, if because of any default or delay by the Client, or the Client's servant or agent, Orchid, in order to meet a delivery or completion date, considers it necessary to employ people at overtime rates or incur additional costs, Orchid shall be entitled to charge the Client in respect of all overtime and additional costs incurred.

### 6.0 Delivery

- 6.1 Any delivery times quoted by Orchid commence from the written receipt of the Client's acceptance of the Quotation and are not of the essence. Cost of delivery and insurance will be charged to the Client.

### 7.0 Payment

- 7.1 Invoices will be submitted at intervals specified in the Quotation. The amount due in respect of any invoice rendered to the Client shall be payable within 30 days.  
7.2 If the Client fails to pay an amount properly due, Orchid:-  
7.2.1 will be entitled to charge interest on a daily basis on the amount outstanding at 4% per annum above the base rate for the time being of The National Westminster Bank Plc from the date of the invoice until payment; and  
7.2.2 may treat the contract as having been terminated by the Client.  
7.3 The Client will pay all sums due to Orchid:-  
7.3.1 in full without any deductions by way of set-off or counterclaim; and  
7.3.2 in UK £ Sterling at the address shown on its invoice.  
7.4 Where the Client makes a payment which is less than the total of all sums then properly due, Orchid may appropriate such payment to the reductions of such outstanding sums in whatever way it chooses.

### 8.0 Warranty

- 8.1 Orchid's liability for any alleged breach of contract or tort is limited to the amount paid by the Client for the Goods or Services in question and Orchid shall be entitled, in its absolute discretion, either to carry out repairs or remedial work or replace any Goods at its own expense, or to refund all or part of the amount paid, in satisfaction of its liability.  
8.2 Orchid will not be liable for any indirect or consequential loss suffered by the Client or any third party.  
8.3 Save as provided in this clause, the Goods and Services supplied by Orchid are not subject to any warranty or condition and all warranties and/or conditions whether express or implied by common law, statute, trade custom or otherwise are hereby expressly excluded.

**9.0 Staff**

- 9.1 Orchid may substitute staff at its discretion. The Client will have the opportunity to approve replacement staff and this approval will not be unreasonably withheld.

**10.0 Confidentiality**

- 10.1 Orchid often wishes to seek publicity for work undertaken on behalf of a Client. Orchid assumes the right to use references in proposals or other similar submissions made to other prospective Clients, unless the Client expressly prohibits such disclosure.
- 10.2 Orchid will keep confidential all information passed to it by the Client (unless such information is in the public domain), and all information produced by Orchid under this agreement.
- 10.3 The Client will keep confidential any methodologies and technology used to carry out an assignment.

**11.0 Intellectual Property**

- 11.1 Orchid retains copyright on all material provided to the Client with the exception of drawings and designs listed in the proposal. All intellectual property rights arising out of, or relating to, this contract will be retained by Orchid and only passed to the Client when all sums due are received.

**12.0 Risk and Retention of Title**

- 12.1 Once Goods have been delivered they shall be the Client risk.
- 12.2 Notwithstanding delivery and passing of risk Orchid will retain legal and equitable ownership of the Goods supplied to the Client hereunder ("the Goods") until the Client has paid:-
- 12.2.1 all sums due to Orchid under this Contract, and
- 12.2.2 all other sums owned by him/it to Orchid under any Contract or otherwise.
- 12.3 Until legal and equitable ownership of the Goods passes to the Client, he/it will:-
- 12.3.1 retain possession of the Goods as bailee and fiduciary agent for Orchid and keep them separate from other goods and clearly identified as the property of Orchid;
- 12.3.2 if so requested by Orchid at his/its own expense, immediately redeliver the Goods to Orchid or to its order;
- 12.3.3 at any time permit to Orchid, its servants, agents or assigns to enter any land, building or premises to examine and/or recover possession of the Goods or any part of them (by separating them from other goods or equipment if need be).
- 12.4 While Orchid retains legal and equitable ownership of the Goods, the Client shall be entitled:-
- 12.4.1 to use the Goods in the ordinary course of business, and
- 12.4.2 to sell the Goods (or any part of them) but such entitlements shall cease immediately prior to the Client becoming bankrupt or being dissolved, or (if a Limited Company) going into liquidation administration or receivership, or entering into any arrangement or composition with his/its creditors, or having any judgement entered against him/it, or having distress or execution levied against his/its Goods, or purporting to deal with any of the Goods in any manner inconsistent with Orchid's ownership thereof.

**13.0 Indemnity**

The Client will indemnify Orchid in respect of:-

- 13.1 all losses, expenses, damages, penalties or costs incurred by Orchid:-
- 13.1.1 as a result of any breach of any provision of this Contract by the Client: or
- 13.1.2 in connection with any claim or proceedings brought by any other person as a result of Orchid's performance of any obligation or service for the Client under this contract; including in the latter case, any amount paid by Orchid in settlement of any claim for legal advice;
- 13.2 all costs, charges, fees or expenses incurred in connection with any proceedings or dispute between Orchid and the Client arising out of, or in connection with, this Contract or the recovery by Orchid of any property or money.

**14.0 Force Majeure**

- 14.1 Orchid shall not be liable for failure to perform or delay in performance of any contract or for loss or damage to Goods directly or indirectly beyond the reasonable control of Orchid.

**15.0 Law and Jurisdiction**

- 15.1 This Contract is governed by English Law and in the event of any dispute the Civil Courts within whose district(s) Orchid's office is situated will have exclusive jurisdiction.
- 15.2 The Client agrees not to apply for the transfer of any proceedings between Orchid and the Client to any other Court.

END