

**DAVID BURNS MANAGEMENT & TECHNICAL CONSULTANTS  
STANDARD "TERMS & CONDITIONS" OF CONTRACT FOR CONSULTANCY SERVICES**

**1. CONTRACT**

Where the term "consultant" or "consultancy" is referred to within this document read as a David Burns Management & Technical Consultants (and individual expert).

Where the term "customer" is referred to within this document, this is the direct contracting authority, individual or organisation requiring the services of David Burns Management & Technical Consultants.

Where the term "service" is referred to within this document read as the consultancy and or training provided by the consultant against the agreed scope of work as defined by a project proposal.

The consultant will provide the customer with a project proposal prior to the commencement of the service.

Unless otherwise stated within written correspondence on original consultancy headed paper and formally signed by the consultant, the following terms and conditions will apply to all services provided by the consultant. These terms and conditions will supersede all other terms and conditions the customer may have agreed with any other third party associated with the service.

**2. REMUNERATION (UK)**

2.1 Consultancy fees will be confirmed in writing by the consultant within a project proposal detailing the number of working days (the day rate) for the service, plus other expenses (as agreed\*).

2.2 All fees quoted, will be plus VAT (as applicable) and charged at the UK rate.

2.3 All fees quoted for UK working will be inclusive of expenses, unless otherwise stated.

2.4 All fees quoted will be paid in Great British Pound (GBP). Payment terms are full payment within 30 days from the date of invoice.

2.5 Only when quoted, \*overnight accommodation within the UK mainland will be charged to the customer at cost with a copy of the accommodation invoice attached to the consultants invoice.

2.6 Only when quoted, \*travel within the UK mainland will be charged to the customer at cost with a copy of the fuel and or travel receipts attached to the consultants invoice.

2.4 For contracts outside of the UK mainland (including Scottish Islands and Channel Islands), refer to section 3 below (outside of the UK mainland hereinafter referred to as the "local country").

**3. ADDITIONAL EXPENDITURE (INTERNATIONAL ONLY)**

**3.1 General**

In addition to the above Section 2, customers based outside of the UK mainland and or where the customer is based in the UK mainland and the service is to be delivered outside of the UK mainland, customers will be responsible at their own cost, for the following consultant expenses:

3.1.1 All tax liabilities and associated tax obligations under local country contract law for the work undertaken by the consultant.

3.1.2. All international money transfer fees incurred when settling the consultant invoices.

3.1.3 All local country overnight accommodation and associated sundry expenditure will be charged to the customer at cost, or;

3.1.4 Payment of the per diem rate for the local country in advance of contract mobilisation for each mission (EC per diem published rates) for duration of each contracted mission.

3.1.5 Fully expensed modern safe and legally road worthy transport with competent driver for the duration of contract (for the round trip from the consultant's accommodation to the place of work and airport transfers).

3.1.6 Flights over a three (3) hour duration will be business class and flights under a three (3) hour duration full economy – with e-ticketing provided prior to mission with carrier and routing as required by the consultant (booked on the most direct routing to destination). The customer will arrange and pay in advance all round trip flight booking fees to destination at the customers own cost (to include all local country administration and tax and any environmental, carbon footprint fees payable).

3.1.7 Business visa and invitation letter (where applicable) to support business visa application fees, to include UK travel expenses for embassy and or consulate visa application processing.

3.1.8 Local country departure and or exit tax expenses incurred by the consultant.

3.1.9 Life assurance and travel insurance cover for the consultant for the duration of the contract with due consideration to results of the local country risk assessment (as directed by professional agencies and policy underwriters).

3.3 Other International: The consultant will charge the customer an additional half-day (of one-working day rate fee (refer to 2.1) at either end of each mission for week day departure / arrival and an additional one day (of one-working day rate fee (refer to 2.1) at either end of each mission for weekend departure / arrival (the latter based on UK weekends).

**4 OTHER**

4.1 Duration of the contract - The service will involve the number of working-days as required by the customer project proposal (terms of reference) and projected over a duration of time determined by the same based on the availability of data and / or resources available. Other than exceptional circumstances the service duration will not exceed the project proposal programme provided by the consultant or as agreed between the customer and consultant; with reference to the project proposal (terms of reference).

4.2 Changes - Changes to the service will be agreed in writing.

4.3 Agreement of the contract - The number of working-days and or contract value for the service will be determined by the issue of a formal purchase order from the customer, or an acceptance by the customer of the project proposal (terms of reference). These contract terms and conditions will supersede all other contractual arrangements for the duration of the service agreement. The consultant requires that service confirmation is provided in advance of starting the service. Completion of the service is fulfilled when the service agreement has been successfully delivered (with due consideration to the project proposal and terms of reference for the service).

4.4 Project start date - The service can normally be started within one (1) months notice from receipt of a written request to proceed.

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4.5 Break clause - If at any time the consultant and or customer wishes to terminate the contract after commencement, twenty (20) working days written notice is required by both parties. The consultant will invoice the customer for payment for the working days completed and expenses incurred up to and including the notice period.

4.6 Disputes - In the unlikely event that a dispute should arise between the consultant and the customer, the consultant will require written confirmation of the area disputed and any supporting evidence. The consultant will take the necessary action to resolve the dispute. In the event that a dispute should arise between the customer and their client (the beneficiary) the consultant will not be drawn into such a dispute and any dispute. The consultant will take the necessary corrective action as decided by the consultant to resolve any dispute between parties, and instruct the customer in writing. During a dispute, the consultant will communicate with the customer only (and not with the beneficiary).

4.7 Professional indemnity insurance – The consultant will indemnify the customer to the level determined by the technical complexity of the service.

4.8 Accreditation and certification – Where the customer contracts with an accreditation and or certification body, this is a separate contract between the parties. Although the consultant will fully support the customer, the consultant cannot guarantee that the customer will achieve formal accreditation or certification due to the independent and technical nature of the process and the uncertain circumstances on the day of the assessment.

## 5. CONDITIONS OF CONTRACT

5.1 The consultant - In the event that the nominated consultant is unavailable prior to or during the service commencement, the consultant reserves the right to use another consultant who has been approved by the consultant to ensure service delivery on behalf of the customer.

5.2 Access - The customer shall at all times allow and arrange for reasonable access by the consultant to the place of work premises and information directly related to the work detailed for the service, providing appropriate security clearance if applicable. The customer shall provide an appropriate secure office working area(s) with facilities to support the service delivery in line with modern business practice and work space environment, for the duration of the contract. When necessary, the customer shall provide health and safety equipment, and make the consultant expert(s) aware of health and safety requirements within the customer organisation and or other site locations visited. The customer shall provide car parking area or round trip collection for the consultant for the work-days as per the project proposal (terms of reference). Translation and or documentation copying cost of presentation and or training materials will be arranged, provided and paid for by the customer. Language interpretation will be arranged, provided and paid for by the customer. All training course presentation material and supporting documentation produced by the consultant is the intellectual

copyright and property of the consultant unless otherwise formally agreed with the consultant in writing.

5.3 Confidentiality - The consultant may become identified with the customer and his personnel and be exposed to confidential information. The consultant will at all times operate to the UK Institute of Business Consulting (IBC) - Professional Code of Conduct established for consultants and safeguard any information gained, to the security level required by the customer at all time. The consultant will not disclose or discuss the service with other parties without the express permission of the customer.

5.4 - Law applicable - The contract is to be governed in all respects by English Law and the parties are required to submit to the jurisdiction of the English Courts.

5.5 - Language and communication - All contract correspondence and communication will be in (British) English language. Telephone and e-mail communication to the consultancy office will be confidential and may be recorded and retained for quality of service and contract monitoring purposes. All communication will be confidential and disposal of records and archives will be at the discretion of the consultant.

5.6 Invoicing - The consultant will raise monthly invoices (or end of mission for international services) from the UK, issued to the customer by e-mail and or post for full payment within 30 days from the date of invoice. Details of all per diem advances will be summarised within the invoice. Other expenses will be detailed within the invoice as agreed.

5.7 - Payment and money transfers for the service must be made payable to: David Burns. Confirmation of payments / transfers to be sent by email to [accounts@davidburns.co.uk](mailto:accounts@davidburns.co.uk) by the customer for the attention of: Accounts Office, PO Box 80, TA10 0ZR, United Kingdom.

*The customer must make appropriate provision for ensuring invoice is settled within the 30 days by ensuring transfers are completed at least 5 working days prior to the 30 day deadline.*

5.8 BACS - Where the customer pays the consultant by BACS, the customer should provide the appropriate application documents for the consultants completion and return, or request the consultants UK bank account information, or refer to payment details with the consultants invoice (detailing the consultants bank account information).

5.9 Contract access – These contract terms and conditions may be accessed and downloaded free from [www.davidburns.co.uk/freeinfo.htm](http://www.davidburns.co.uk/freeinfo.htm) and are also referred to within the footer of the consultants e-mail and or within the project proposal for the service.

5.10 Services – Information about the range of services provided by the consultant can be found at [www.davidburns.co.uk](http://www.davidburns.co.uk)

5.11 Contact details – should the customer have any questions with regard to the content of this document, please contact the consultant in writing by e-mail at [contracts@davidburns.co.uk](mailto:contracts@davidburns.co.uk) or post addressed to "contracts" at:

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