



The following sets out the standard terms of business of Ashdale Business Consulting Ltd (hereafter referred to as “the Consultancy”) with its clients.

1. Ashdale Business Consulting is a company registered in England & Wales (registered number 8130308) with registered office at 6 Lichfield Street, Burton-on-Trent, Staffordshire, DE14 3RD. VAT Registration No. GB 139 9594 59.
2. ‘Project’ is any service or work conducted by the Consultancy. ‘The Client’ is the person or organisation buying or seeking to buy the Project from the Consultancy.
3. These Terms of Business supersede any previous terms and conditions issued by the Consultancy.
4. Acceptance by The Client of the Company’s proposal is deemed to include acceptance of these Terms of Business. These terms and conditions shall take precedence over any conflicting terms and conditions issued by The Client unless otherwise agreed in writing.
5. Specification briefs provided by The Client shall remain confidential to The Client. Similarly, proposals provided by the Consultancy remain the property of the Consultancy and their contents shall not be revealed to any third party nor used by The Client.
6. The Consultancy shall have the right to make general references to the work undertaken for up to three years after the completion of the most recent Project but shall not include therein any detailed results of the work without the consent of The Client, which consent shall not unreasonably be withheld.
7. Reports and other records provided by the Consultancy are normally for use within The Client’s organisation. The Client undertakes to inform the Consultancy of any intended wider circulation prior to release and to offer identification of the Consultancy as the supplier of the work.
8. Unless otherwise specified, all Consultancy fees quoted are exclusive of VAT. Quotations are valid for 45 days from date of issue. However, the Consultancy reserves the right to withdraw its offer to conduct the Project at any time before the Project is commissioned.
9. Unless otherwise specified, 50% of the total Project fee will be invoiced upon commissioning. A further 30% will be invoiced on commencement of any fieldwork required and 20% on completion of the Project. Payments are due within 15 days of invoice date unless otherwise agreed in advance. Invoices unpaid on expiry of the agreed period will incur interest at 2% over bank base rate on a monthly basis until payment is received. Any goods or services supplied to The Client shall remain the property of the Consultancy until paid for in full.
10. If, at any time, The Client requests or agrees that any aspect of the Project be changed, the Consultancy reserves the right to re-quote. If The Client is responsible, directly or indirectly, for any rearrangement, curtailment or cancellation, The Client shall be liable for all costs incurred. If delays occur in The Client supplying any information or materials, then the Consultancy will not be responsible for the overall extended duration of the Project or any additional costs which may become chargeable.
11. In cases where products, samples or other materials are supplied by The Client, The Client warrants that all contents, packaging and labelling comply with United Kingdom laws and shall indemnify the Consultancy from any loss or claim on the Consultancy resulting from their use in the Project, it being accepted that the Consultancy has no responsibility at all in this regard. If required by the Consultancy, The Client shall produce evidence of sufficient product liability or other indemnity insurance as determined by the Consultancy.



12. The Consultancy reserves the right to charge for additional unforeseen costs incurred as a result of statutory amendments to rates of pay, taxes and duties or other circumstances outside the control of the Consultancy. If such increase exceeds 10% of the total Project cost, The Client shall be entitled to cancel the Project within 7 days of receipt but shall be liable for all losses or charges already committed or incurred.
13. Incidental expenses incurred as part of the Project such as car parking, rail travel and basic sustenance will be charged at cost. Mileage will be charged in line with HMRC guidelines, currently 45p a mile.
14. In the event that the performances of the Project is rendered impossible or has to be deferred because of circumstances beyond the control of the Consultancy, the Consultancy (while having the right to act unilaterally) will endeavour to consult The Client as to whether the Project shall be cancelled, postponed or modified. If cancelled, the Consultancy shall be entitled to be paid all fees or charges already committed or incurred. If postponed or modified, the Consultancy shall be entitled to revise the quotation in which event The Client shall have 7 days in which to accept or reject such revised quotation.
15. Any quoted dates or timescales are estimates only and time shall not be of the essence of the contract between The Client and the Consultancy. Completion of the Project by a specific date shall not be a condition of the contract, and The Client shall not be entitled to withhold any or all of the fees for the Project because of any failure of the Consultancy to complete the Project by any date. The Consultancy shall not be liable for any loss or damage, direct or consequential, resulting from any delay in completing the Project.
16. Where sample sizes are quoted for research they are estimates only and a variation of up to 5% shall be considered acceptable. No reduction in fees for a smaller sample shall be imposed for variations of up to 5% in sample sizes achieved. No increase in fees for a larger sample shall be imposed.
17. The Consultancy agrees to notify The Client in advance if it intends to sub-contract any part of the Project. Any sub-contracted work will be subject to appropriate quality control procedures. Where it is stated that named individuals or sub-contractors will be involved in a Project, such statements are made in good faith but the Consultancy reserves the right to substitute other individuals or sub-contractors when this is considered necessary or appropriate by the Consultancy.
18. The results contained in any report will be the result of careful analysis of the data and will be subject to thorough checks by the Consultancy. They will be, to the best of the Consultancy's knowledge, accurate but are subject to the usual statistical variances applicable in this type of Project. Further, as the results are just one factor to be taken into account by The Client, The Client accepts that the Consultancy cannot be held liable for the consequences of any action based on the report or its interpretation.
19. In the event of any negligence by the Consultancy which materially invalidates its analysis, research findings and/or any interpretation, the liability of the Consultancy shall be limited to two times the total Project cost.
20. The Contract shall be governed exclusively by English law.
21. These terms and conditions (Version 6.0) are valid from 1<sup>st</sup> May 2020 until superseded.