

09 Standard Terms and Conditions

| [Terms & Conditions](#)

1.0 SCOPE

1.1 These terms clarify the agreement between Michael Oon Consulting (known as MOC) and the client for the provision of consultancy services within the jurisdiction and laws of England.

1.2 These terms are designed to protect the rights of all parties for all work booked verbally or in writing to align mutual expectations of engagement and these terms form our contracted conditions of work.

2.0 FEES AND EXPENSES

2.1 Fee rates are quoted for a seven-hour working day. Parts of a day and excess hours are charged proportionately.

2.2 Project fees are estimated in accordance with work specified verbally or in writing by MOC.

2.3 If estimates before work commences are incorrect later MOC will give the client notice of potential changes before delivery.

2.4 Work expenses, VAT and subsistence costs are chargeable to the client at cost.

2.5 Travel is calculated on a basis to and from work as agreed with the client. UK vehicle mileage expense allowances are based on the published Automobile Association rates at the time of travel.

2.6 Payment is due 50% in advance and 50% on completion of the project, or 100% in advance if grant funded, or by separate written agreement with the client.

2.7 Payment beyond 30 days or specially agreed terms attracts compound interest of 1.0 % per month. Non-payment entitles MOC to suspend further work for the client.

3.0 CONFIDENTIALITY

3.1 Reports, documents and advice from MOC to the client are for the sole use of the client and should not be divulged to third parties without the prior consent of MOC.

3.2 Communications and correspondence can be recorded by MOC confidentially for training and quality control purposes.

3.3 Confidential information provided by the client for the delivery of the project by MOC will not be divulged to third parties without the prior consent of the client or unless under legal obligations.

4.0 PROPERTY RIGHTS

4.1 Both parties will safeguard each other respective intellectual property so that any ideas, documents and proprietary rights will be the assigned property of the initiating author.

4.2 Ownership of materials bought for the client will remain with MOC until full payment by the client.

4.3 MOC copyright is assigned to the client only for internal use by the client under each individual project terms of reference.

4.4 MOC and the client can publish project successes to share learning outcomes with relevant parties.

5.0 LIABILITIES

5.1 MOC will work to agreed terms of reference on the basis that these do not imply warranties or guarantees. MOC is not authorised to deliver advice on Law Society legal services, or within the scope of the FCA or Financial Services and Marketing Act 2000.

5.2 MOC work is reliant on the client to check information exchanged for accuracy, legality, and timeliness. MOC is not liable for any consequential losses as a result of information exchanged with or supplied to clients in good faith. MOC is not liable for third party or client legal costs arising from disputes or other actions..

5.3 MOC performance is subject to the timely supply of support information and facilities by the client.

5.4 Liability for any loss or damage sustained by either party as a result of the performance or non-performance of work shall be limited to the amount of the payments falling due under this Agreement.

5.5 Illness or death within MOC or the client will not create liability for consequential loss.

6.0 TERMINATION

6.1 Time booked can be terminated with MOC's agreement on the following terms:

- * 100% payable if cancelled within 30 days of time booked
- * 75% payable if cancelled from 30-90 days of time booked
- * 50% payable if cancelled after 90 days of time booked

6.2 MOC can reduce such cancellation fees if the time booked then cancelled is subsequently filled with equivalent paid work for the same time and fees originally booked.

6.3 All expenses incurred by MOC on behalf of the client shall become payable irrespective of the date of termination.

Michael Oon reviewed June 30