



# Terms and Conditions

**Prepared By:**

*Submission Date:*

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# 1 COSTS

## 1.1 COST ASSUMPTIONS

- Prices are in € and do not include VAT @ 21%.
- Prices are valid for 90 days following the issue of this document.
- Prices are based on the work being carried out during normal working hours (Monday to Friday, 09:00 to 17:30).

## **2 PROFESSIONAL SERVICES TERMS & CONDITIONS**

### **2.1 GENERAL CONDITIONS**

The following is a list of assumptions that were used in the development of this Statement of Work / Project Plan.

1. All Information provided to SureSkills from the Customer will be treated as confidential in nature and will not be redistributed or reproduced without prior written consent of the Customer. Similarly, all information provided to the Customer from SureSkills Professional Services will be treated as confidential in nature and will not be redistributed or reproduced without the prior written consent of SureSkills.
2. Additional support services as may be requested by the Customer, are available from SureSkills, and will either be included as an Addendum to this Statement of Work / Project Plan, or a separate document will be generated if the support is outside the scope of this agreement.
3. SureSkills/ Dell reserves the right to renegotiate costs and timescales where SureSkills is prevented from completing its obligations due to the actions of the Customer.

#### **2.1.1 Employees**

It is agreed by both parties that during the term of this agreement neither party will engage in discussions with the others staff regarding employment. It is understood that this means either directly recruiting these staff or recruiting via a third party. This clause will survive for 12 months after project closure. The customer agrees that if it employs or engages any SureSkills employee contrary to the preceding paragraph, it shall be liable to SureSkills for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of SureSkills.

#### **2.1.2 Documentation**

If documentation has not been specifically estimated or quoted, it will not be supplied. All custom documentation remains the intellectual property of SureSkills. Any additional documentation required will be supplied at an additional cost.

#### **2.1.1 Force Majeure**

SureSkills shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in the provision of Services or as the case may be the supply of Goods through any circumstances beyond its reasonable control including, but not limited to, strikes, lock-outs, accidents or war, fire, reduction in or unavailability of power at manufacturing point, break-down of plant or machinery or shortage or unavailability or raw materials from normal sources of supply.

#### **2.1.2 Late Cancellations & Delays**

SureSkills shall not be liable or deemed in default of this agreement for any failure or delay resulting from any cause or circumstance beyond the reasonable control of SureSkills.



Save as provided in condition 2.1.1 hereof the agreement may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.

The Customer agrees to pay the Company a sum equal to the following percentages of the sums due in respect of a course invoice due to the Company, which will be levied by a Supplementary Fee Invoice, by way of agreed damages:

<b>Confirmed Consultant Booking with Agreed Dates:</b>	<b>15 – 11 Days before work commencement</b>	<b>10 – 6 Days before work commencement</b>	<b>5 to 0 Days before work commencement</b>
Cancellation of Project	15%	25%	50%
Re-scheduling of Project	5%	15%	25%

Postponements and cancellations should be made in writing, email or by fax.

### **2.1.3 Liability**

The liability of SureSkills to the Customer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price payable for the services.

## **2.2 PROJECT REPORTING**

SureSkills shall make available resources with the requisite technical expertise to successfully complete work activities required during the project. SureSkills Consulting personnel will be managed by SureSkills Professional Services and may take work direction from designated the Customer's management.

Services will be provided primarily during a standard Monday through to Friday 09:00 am to 17:30 pm working week. However, SureSkills recognise that on occasion work activities may require scheduling of services outside the standard hours. SureSkills will agree services required outside of the standard working week in advance, along with subsequent additional costs. SureSkills work rates are as follows:-

- Monday to Friday, 09:00 to 17:30 – Standard Time
- Monday to Friday, 17:30 to 24.00 – Time and a Half
- Monday to Friday, 24.00 to 09:00 – Double Time
- Weekend and Public Holidays – Double Time

SureSkills reserves the right to supplement resources when, in SureSkills best judgement, work assignments, tasks or project activities will benefit from such expertise. If for reason of training, vacation or illness, SureSkills staff that would normally complete project activities are unavailable, SureSkills will notify the Customer immediately and provide temporary replacement wherever possible.

## 2.1 CHANGES OR ADDITIONS TO PLAN

Either SureSkills or the Customer may request changes or additions to this Statement of Work / Project Plan by submitting to the other party a written document that requests a change in the scope of services, an adjustment of the prices, or an adjustment in the date or time of activity. The parties shall agree upon changes or additions to the Statement of Work / Project Plan by executing a Change Request that describes the requested changes or adjustment in detail. If a Change Request will increase or decrease the cost or time required for completing this Statement of Work / Project Plan, then the Change Request will be set forth in the appropriate adjustments to completion deadlines or compensation. If no written or email response is received within 24 hours of a written or email change control notification, SureSkills will assume acceptance of the change control. If this is not an acceptable process then this should be indicated before the commencement of the project and an acceptance that on site work may be halted until written acceptance is received. Verbal requests, or notifications of changes from the Customer will not be accepted or implemented until they are given in writing.

## 2.2 THE CUSTOMER'S RESPONSIBILITIES

In order to enable a successful and timely implementation of this Statement of Work / Project Plan, the Customer will be responsible for the following:-

1. The Customer shall provide fast turnaround time on critical decisions, essential information and approvals which are required to continue with work in progress, or which is critical to meeting a deliverable due date, by nominating an individual to act as a single point of contact, with the authority to make day-to-day decisions with regard to the project, including issue resolution, activity scheduling, milestone approval and either assign or negotiate the assignment of internal resources.
2. Providing appropriate access to the Customer's Management, Staff and Resources identified as essential to complete work activities. This includes appropriate access to authorised data sets, as may be required to complete work activities.
3. Communicating with the designated SureSkills Technical Consultant and make available the Customer's staff to participate, as may be required, during the course of project activities.
4. Notifying SureSkills of any system, application, or equipment modifications known to be potential problem, or deviations from industry standard practices.
5. Notifying SureSkills of any unique or non-standard system and application characteristics. This would include, but is not necessarily limited to; unique testing procedures, naming conventions, user exits, local code modifications or customer implementation.
6. Providing all other equipment, information and materials that may be identified from time to time as essential to perform work activities.
7. Co-ordinating promptly in the overall project, understanding that time is of the essence, particularly regarding requests for documentation and information gathering meeting.
8. Providing all necessary manuals and any required materials for software products associated with the deliverables and/or services provided herein.
9. The Customer will provide all necessary hardware and software configuration information for the Customer's site as well as access to documentation identified as pertinent to this project.
10. The Customer shall complete all activities and sub activities for which the Customer is responsible according to the project work plan and schedule in a timely manner.

## **2.2.1 Office Facilities**

The Customer shall provide SureSkills with adequate access to the Customer's premises and equipment, including office, data processing and communication facilities reasonably required for performance of the services. These facilities shall include, but not limited to, work areas, desks and chairs, desktop computers, phone and modem lines, copier machines, and facsimile machines.

SureSkills personnel shall comply with all the Customer's reasonable regulations and procedures applicable to all third party contractors, which are communicated to SureSkills prior to contract signature, while on the Customer's premises.

## **2.2.2 Data Access**

The Customer shall provide access to the Customer's information and managerial, technical, policy, and user personnel as reasonably required by the supplier to perform its obligations under the contract.

The Customer shall provide media, including magnetic disks, telecommunication lines, tapes and stationery required for performance of the services, in accordance with the specifications of the relevant equipment supplier or manufacturer and in good condition and appropriate for their purpose.

The Customer will provide the correct and appropriate licenses, in a timely manner, for any products not supplied by SureSkills and that are necessary for SureSkills to perform its obligations.

## **2.3 PROJECT CLOSURE**

Once the Statement of Work / Project Plan has been completed satisfactorily, the Customer will be requested to authorise a Certificate of Acceptance closing this project.

The Customer will also be requested to complete a Customer Feedback Form, so that SureSkills Consulting can monitor its quality and make improvements where necessary.

## 2.4 DOCUMENT SIGN-OFF

Signature	..... Customer Representative	..... SureSkills Representative
Print name	..... Customer Representative	..... SureSkills Representative
Date	..... Customer Representative	..... SureSkills Representative