

Our Ref:
Your Ref:

Dear

RE: CONSULTING WORK

Our costs estimates and terms for consulting work are as follows:

1. Offer

- 1.1 This document is an offer to do consulting work for you. The work you have asked us to do is described in:
 - 1.1.1 The Schedule to this agreement
 - 1.1.2 Our covering letter and proposal

- 1.2 If you accept this offer you will have entered into a contract for our services. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be made in any one of the following ways:
 - signing and returning a copy of this document;
 - giving us instructions (asking us to do work) after receiving this document;
 - verbal acceptance.

- 1.3 Our contract with you is made up of the following documents which work together as one contract:
 - 1.3.1 These terms and conditions;
 - 1.3.2 Our covering letter; and
 - 1.3.3 Any proposal, estimates and timetables referred to in our covering letter.

2. Acceptance

This offer, and the costing and timetable that relates to it remains open for acceptance for three calendar months. After that time, we may still agree to do work for you, but the terms may change. If the commissioning of the project does not take place within that three-month period, the Consultant reserves the right to adjust its quotation in the light of possible cost changes in the interim period.

3. Interpretation

- 3.1 Headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate;
- 3.2 'Consultant' means _____ and also includes the Key Person any employee, servant, sub-contractor, associate, partner, director or officer of _____.
- 3.3 'Key Person' means _____.
- 3.4 'Intellectual Property' includes know-how, technology, trade secrets, copyright, trade-marks or trade names.
- 3.5 The word 'person' means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- 3.6 References to 'we' and 'us' refer to the Consultant, Key Person and any employee, servant, sub-contractor, associate, partner, director or officer of the Consultant.
- 3.7 References to 'you' are a reference to the Client.
- 3.8 When a party comprises two or more persons their rights and obligations operate in respect of all of them jointly and severally.
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