



FSquared Terms & Conditions of Business

Date:

The Scope	The listed, outlined and costed scope of works specifying the applicable charge basis & day rates
The Project	The specified project or Phase of Project as detailed in the Scope
The Client	The organisation which accepts the Scope or any duly authorised representative acting on their behalf
The Submission	In any bidding situation any bid documents and supporting papers are hereby referred to as the Submission
The Contract	The contract formed between FSquared and The Client to deliver the Scope upon the Client agreeing the Scope or the Client giving instructions to FSquared to undertake the work or aspects of the work listed in the Scope
Intellectual Property	For the purposes of this agreement shall include all copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered), know how, database rights, applications for any of the above, trade secrets and all other similar rights
Risk:Reward	Is any fee mechanism for work relating to a competitive procurement process where payment of part of the fee and/or a Win Bonus is dependent upon the Client being announced as Preferred Bidder.
Win Bonus	The additional fee payable as set out in the Scope
Terms & Conditions	The basis on which FSquared will enter into business with the Client as set out herein

1. Invoicing and Payment

- a. The price quoted is exclusive of VAT, disbursements necessary to complete the work, expenses and Travel Time. VAT will be charged on all applicable elements of invoices at the prevailing rate.
- b. Invoices will always be remitted on a monthly basis in relation to work carried out on the Project.
- c. All invoices must be paid within 30 days of the date of the VAT invoice.



- d. The Client's payment terms with any other party has no affect on FSquared's payment terms as set out herein unless otherwise expressly agreed in writing by both parties
- e. FSquared may charge interest at 1.5% per whole month of overdue invoices. If invoices become more than 1 month overdue FSquared have the right to terminate the agreed works and cease all further work.
- f. FSquared will be entitled to recover reasonable expenses incurred in relation to the project on a cost basis: such charges to include, for example: mileage @ 40p per mile, flights, hotel accommodation, subsistence and train fares and travel time, as per our policy (see Section 3).
- g. FSquared calculates its fees on the basis of time spent, a standard day is 7.5 hours.
- h. Risk:Reward
 - i. The Win Bonus due, will be invoiced Upon Announcement of Preferred Bidder and due for payment within 30 days of that invoice
 - ii. Announcement of Preferred Bidder is the date at which the Procurer announces to the Client that they are the chosen partner(s) after the final selection process
 - iii. FSquared is entitled to charge interest at 1.5% per whole month of overdue Win Bonus invoices.

2. Scopes / Contracts

- a. The Contract constitutes the Scope agreed between FSquared and the Client and is subject to these Terms & Conditions only. These Terms & Conditions apply to the exclusion of all or any previously agreed Terms & Conditions between FSquared and the Client and supersedes any Terms & Conditions provided by the Client to FSquared. These Terms & Conditions can only be varied by written agreement between FSquared and The Client.
- b. If the Client instructs work to commence the Contract is deemed agreed and binding when all or part of the Scope is delivered by FSquared and the Contract will thereafter continue in accordance with these Terms & Conditions.
- c. Work requested by the Client in relation to the Project which is additional to the original agreed Scope will be subject to these same Terms & Conditions and treated as an extension to the Scope.



3. Travel Time

- a. For projects within a 30 mile radius of an FSquared Office, the Scope includes Travel Time for meetings attended by an FSquared employee based at that office. For meetings held at venues more than 30 miles from an FSquared Office, or attended by employees from another FSquared Office (as deemed necessary) travel time will be charged.
- b. For eligible projects travel time will be charged at a retained rate which is equivalent to 50% of the standard rate for that individual.

4. Information

- a. The Client will provide FSquared with the copies of all documents which are considered necessary for the proper performance of its work and shall provide all reasonable assistance to FSquared in order to obtain any other relevant data or information that may be required by FSquared.

5. Documentation

- a. FSquared will be provided with a full copy of any submission documents that they contributed to.

6. Confidentiality

- a. Any commercially sensitive documents and information, whether in written, computer or software formats or through oral communication, provided by either part in connection with this engagement ('Confidential Information') shall be for the exclusive use of FSquared in connection with our work or by The Client in connection with The Project and shall not be disclosed to any individual or organisation (save for any business who needs to know in connection with The Project) without the prior written approval of the granting party, such approval not to be unreasonably withheld. This shall be reciprocal.
- b. FSquared may publish its involvement in any project undertaken for its own marketing; promotional materials and on its website.

7. Intellectual Property

- a. Unless otherwise expressly agreed in writing by FSquared, all Intellectual Property Rights created as a result of the Contract shall be the property of FSquared. In addition



any such Intellectual Property already owned by FSquared at the date of these Terms & Conditions shall remain the sole property of FSquared and shall not be the subject of any implied licence or assignment. Work supplied to the Client by FSquared pursuant to any Scope and the performance of the services for the Project shall be the subject of a licence to use granted by FSquared, but only in connection with the Submission and the Project, and no other. The licence for use is granted solely to the Client and the Client should reflect FSquared's Intellectual Property rights within its contractual arrangements with other parties involved in the Project.

8. Conflict Resolution Procedures

- a. The Client and FSquared ('the Parties') agree that they will seek to resolve any problems or differences having regard to the following principles:
 1. seeking solutions without apportioning blame
 2. seeking mutually beneficial solutions
 3. treating each other as equals
 4. accepting that adversarial attitudes waste time and money
 5. seeking verbal discussion in preference to written statements
- b. The Parties shall endeavour to notify each other of any anticipated disputes so that any potential dispute can be avoided by negotiation between them.
- c. Each Party shall endeavour to resolve any failures to agree matters or any disputes by direct negotiations between senior representatives of the Parties.
- d. Each Party shall give serious consideration to the use of mediation if any dispute cannot be resolved by direct negotiation.
- e. The Parties commit to working together to resolve conflict. If no agreement can be reached then the Parties agree to work together through an external facilitator in order to resolve any conflict.

9. Poaching of staff

- a. The Client agrees not to attempt to entice a member of the FSquared team to leave and work for their company(ies), or any company, brand or activity associated with them.
- b. Should such an incident occur FSquared will be entitled to withdraw that team member immediately from the Project.



10. Duration and Termination of Contract

- a. This Contract is deemed to have commenced at the time of acceptance of the Scope or as per Section 2b and shall continue in full, unless terminated in accordance with these Terms & Conditions or until the completion of the delivery of the Work as agreed in the Scope, which ever is the sooner.
- b. Termination of the Contract by the Parties must be given in writing. Each Party is entitled to give one month's notice period of the intention to cease work set in the Scope.. All fees in respect of the Scope delivered up to the end of the notice period will be payable in full within the stated period for payment.
- c. For projects agreed on a Risk:Reward Basis:
 - i. Should The Client terminate its involvement in The Project for any reason, then all fees in respect of the Scope delivered by FSquared to the Client up to the date of written notification of termination, will be payable at Full Rate.
 - ii. Should The Client Terminate its involvement in the Project, the Client must provide to FSquared a copy of the dated, written, notification of termination as sent to the procurer of the Project.

11. Separation

- a. Each clause within these Terms & Conditions should be read separately and has no impact on other individual clauses.

12. Jurisdiction

- a. If no agreement can be met through the conflict resolution steps stated in Clause 6, only courts in England and Wales can hear any cases brought about.

13. Assignment

- a. FSquared retains the right to engage appropriate third parties to work on the Project.