

Support Scheme 2011

This scheme is segregated into six bands, depending upon your anticipated usage.

Each band qualifies the user to a certain number of units; a unit being the equivalent of ten minutes: Support under this scheme will be available Monday to Friday 09.00 - 17.30. Any support required outside of these hours will only be given to subscribers and will be calculated at double the normal unit value, unless a prior agreement has been made. Any support related event e.g. telephone call or email will utilise a minimum of one unit.

Non members of the scheme will be charged at £ 30.00 per unit.

Band	No of Units per Year	Cost per Unit	Cost
A	25	£ 20.00	£ 500.00 (+ VAT)
B	50	£ 19.50	£ 975.00 (+ VAT)
C	100	£ 18.50	£ 1,850.00 (+ VAT)
D	200	£ 17.00	£ 3,400.00 (+ VAT)
E	350	£ 16.00	£ 5,600.00 (+ VAT)
F	500	£ 15.00	£ 7,500.00 (+ VAT)

Although designed primarily for telephone or e:mail support, subscribers may, if they wish, use their units for on-site support and training. Travelling time for on-site work will utilise the respective number of units. Tailored schemes are available upon request.

Upon subscribing to a particular band, statements can be despatched upon request, detailing the number of units used to date. Any units not used upon the anniversary of your contract may be rolled into the first quarter of the following year after which time they will cease to be valid.

TPS Consulting daily rates :	<u>Role</u>	<u>Cost</u>
	Consultancy and Project Management	£ 1,500.00
	Systems related	£ 1,100.00

A nominal call out charge covering travel time, fuel and parking will be made for onsite visits that are not part of this support agreement. This charge will be based upon the distance between the location and the TPS office.
< 50 miles = £ 50 ; 50 - 200 miles = £ 150 ; > 200 miles = £ 250

Should you wish to take out a support scheme with TPS Consulting, please complete the form below and return with payment. **Support will not begin until payment has been received.**

All prices quoted are effective from 1st March 2011 and are exclusive of VAT and other taxes.

TPS Consulting - Support Scheme			
Company Name	Band	A	<input type="checkbox"/>
Site Address		B	<input type="checkbox"/>
.....		C	<input type="checkbox"/>
Authorised By (Name)	Signature	D	<input type="checkbox"/>
.....	E	<input type="checkbox"/>
		F	<input type="checkbox"/>
TPS Use Only: Date Received			

Standard Terms of Business for *TPS Consulting International Limited*

In these Terms of Business “TPS” shall mean TPS Consulting International Limited and “Client” means the person or company that purchases the services, “Services” means the services specified in TPS’s invoice or letter of agreement signed by the Client.

1. Any agreement made between TPS and the Client (hereinafter called the “Contract”) shall incorporate and be subject to these Terms of Business; any other terms which the Client shall seek to incorporate into the Contract are hereby expressly excluded.
2. No instruction of the Client placed with TPS (whether in response to a quotation or not) shall be binding on TPS unless and until it is accepted by TPS in writing. Unless agreed otherwise TPS is not obliged to accept cancellation of accepted instructions and may require payment of a cancellation charge before accepting any cancellation.
3. All the terms of the Contract shall be those contained expressly or by reference in TPS’s letter of agreement together with these Terms of Business. The Contract may only be amended with the prior written agreement of both TPS and the Client. Any representations or warranty whether written or oral made prior to the date of the Contract are expressly excluded.
4. The price for the Services (hereinafter called the “Price”) shall be as set out in TPS’s letter of agreement or invoice but TPS reserves the right at its option to charge the Client that amount of any error or omission in the Price as so set out.
5. The Client agrees that TPS shall have the right at any time before delivery of the Services to withdraw any discount and/ or to revise any Price quoted if, after TPS’s acceptance of any order, there is an increase or decrease in the cost to TPS of supplying the Services whether by reason of exchange rate fluctuations, third party changes or otherwise.
6. Unless otherwise specified Value Added Tax and other duties or taxes payable by the Client shall be added to the Price.
7. TPS shall, unless notified expressly to the contrary, charge on a per day basis. A day being defined as a standard working day from the hours of 9.00 a.m. to 5.30 p.m. Any work required outside of this may incur additional charge.
8. TPS intends to use its reasonable endeavours to comply with any date or dates for delivery of the Services but unless the Contract expressly otherwise provides, time shall not be of the essence of the Contract and such date or dates shall constitute only statements of expectation and shall not be binding. If notwithstanding that TPS has used reasonable endeavours it fails to deliver the Services by such date or dates, such failure shall not constitute a breach of the Contract and the Client shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or to claim compensation for such failure.
9. TPS shall retain control over the manner and means in which it shall perform the Services including which staff and resources are allocated and in all respects its relationship with the Client and that of any of its staff shall be that of an independent contractor serving as a consultant and not as an employee or employees.
10. The professional services of TPS will be performed, its findings obtained and its recommendations prepared in accordance with generally and currently accepted management consulting practices. This warranty is in lieu of all other warranties either express or implied.
11. TPS shall be entitled to interest on any part of the Price not paid by its due date from the date of invoice until payment at the rate of 5 per cent above National Westminster Bank Base Rate prevailing from time to time during such period..
12. The Client shall pay in full the invoiced amount of the Contract within 21 days of the Invoice date for services unless alternative terms of payment have been confirmed in writing by TPS. All supplies of hardware and software shall be paid in full within 7 days of Invoice date unless the Client is new whereby, payment shall be with initial order.
13. The Client hereby undertakes to pay to TPS (on the basis of a full indemnity) all costs, reimbursement of time spent, charges and expenses incurred by TPS staff or third parties in collecting or attempting to collect any indebtedness of the Client to TPS. TPS reserves the right to impose a minimum charge of £ 50 for each occurrence of a reminder being sent to the Client.
14. TPS hereby undertakes that, for the term of its appointment under the Contract and for a period of one year thereafter, it will not disclose to any person, firm or corporation, any confidential information regarding the Client, its business, directors, officers or employees, without express permission.
15. Neither the Client nor TPS may assign any or all of its interest in the Contract without the prior written consent of the other.
16. If the Client is insolvent or shall fail to pay any amount owing to TPS upon its due date the Client will be deemed to have repudiated all Contracts and all sums owing to TPS on any account shall become due and payable forthwith without any requirement for any notice to be given.
17. The Client shall not be entitled to withhold payment of any amount due and payable to TPS under this or any other Contract because of any dispute or claim by the Client in respect of faulty Services or any other alleged breach of Contract nor shall the Client be entitled to any set-off against any amount payable under the Contract, any monies which are not then due and payable by TPS or in respect of which TPS disputes liability.
18. TPS shall not be liable under any liability whatsoever of howsoever arising from any loss of use or loss of profit , interruption of business or any other indirect , special or consequential loss of any type arising or alleged to have arisen out of any act or default of TPS in respect of its obligations hereunder. (B) TPS’s aggregate liability to the Client hereunder or otherwise arising whether from negligence, breach of Contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective or undelivered Services which give rise to such liability as determined by the Price invoiced to the Client in respect of any occurrence or series of occurrences.
19. TPS shall not be liable in respect of any loss or damage caused by or arising out of any circumstances outside TPS’s reasonable control (including, without limitation, imposition of government regulations or orders, war, civil disorder, fire, flood, drought, tempest, theft, industrial dispute, delay by suppliers, carriers or other sub-contractors or inability to obtain materials, labour or services from usual sources howsoever caused or arising.
20. The Client hereby agrees that TPS shall determine the disposition of the title to and the rights under any copyright secured by TPS or any of its staff or sub-contractors on copyrightable material first produced or composed or delivered to the Client under the Contract.
21. TPS hereby agrees if so requested in writing by the Client to return to the Client upon completion of the Contract any confidential documents taken from the Client to facilitate the provision of the Services
22. All Contracts between TPS and the Client shall be governed by and interpreted in accordance with English law and any dispute arising therefrom shall be subject to the non-exclusive jurisdiction of the English courts.
23. The Client shall assign a Project Controller for any business entered into with TPS. That person must have suitable authority to act on behalf of the Client and be the primary point of contact for TPS.
24. Upon completion of a specification and a mutually agreed project time plan , any changes to the agreed timescales must be expressly agreed between both parties, and should the Client delay the project without such express agreement, the Client will be liable for financial penalty.
25. TPS accepts full responsibility if hardware or software has been supplied by TPS as per the Contract and that is found to be unsuitable or inappropriate for the use defined by the Contract.
26. TPS cannot be held responsible for inappropriate or unsuitable hardware, software or communications within the Client premises that may affect the Services to be provided by TPS.
27. TPS reserves the right to charge the Client for any delays or additional work or visits to a location caused by factors outside of the Services to be provided by the Contract.
28. Ownership of hardware and software shall not pass to the client until all payments are made in full. TPS reserves the right to remove any hardware or software provided from the Client if payment has not been made in full by the Invoice due date, unless a formal notification is received from the Client requesting a delay in payment..
29. Travel and accommodation costs incurred will be charged at cost. Flights or rail journeys with duration in excess of four hours will be arranged in business class or equivalent grade.