

## **Terms and conditions (TC104 offer)**

**4 September 2018, Reckon LLP**

1. This document sets out an offer of terms and conditions for the provision of consultancy services and/or information services.
2. In this document, “we”, “us” and “our” refer to Reckon LLP, and “you” and “your” refer to a client or Reckon LLP which has agreed to contract under these terms and conditions, or to a potential client who has received an offer from Reckon LLP referring to these terms and conditions.

### **Law and jurisdiction**

3. Except as otherwise agreed, English law governs your business relationship with us, and the courts of England have exclusive jurisdiction.

### **Copyright of proposal documents**

4. We claim copyright and other intellectual property rights in specifications, blueprints, proposals, tenders and other pre-contractual documents that we produce. We grant you a royalty-free licence to create copies or derivative works, exclusively for the purposes of tender assessment and, if we are successful, contract management.
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12. We grant you, your employees and agents a non-exclusive royalty-free licence to use, reproduce or modify the works covered by your purchase or subscription, subject to the following conditions:
  - (a) The licensed works can only be used for the purpose of supporting your own business activities, excluding any advisory, consultancy or information services that you might provide.
  - (b) No copy of the licensed works or of any substantial part of any of the licensed works may be provided to anyone other than a permitted user who is obliged to comply with the conditions of this licence.
  - (c) If you are purchasing access through a subscription and you end your subscription, the licence will terminate at the same time as the subscription.
  - (d) If you are purchasing access through a subscription and we end the subscription, the licence will terminate 12 months after the end of the subscription.
  - (e) Your rights under the licence will be suspended whilst any payment from you is overdue by more than three working days.
  - (f) The licence will terminate immediately in the event of a material breach of the licence conditions.

### **Charges and invoices**

13. Work or travel time needed to deliver work that you require, other than those expressly included in a fixed fee or covered by an agreed cap, will be charged at the hourly rates advertised on [reckon.co.uk/paid](http://reckon.co.uk/paid), plus VAT wherever applicable.
14. Travel or subsistence costs needed to deliver work that you require, other than those expressly included in a fixed fee or covered by an agreed cap, will be recharged at 45p/mile for car travel and at cost in all other cases, plus VAT wherever applicable.
15. Except as otherwise agreed, our invoices will be issued in arrears, no more frequently than once a month, and will be payable within 30 days.
16. We are registered for VAT in the UK under number GB 839722985.