



MEMBER
INSTITUTION OF ANALYSTS
AND PROGRAMMERS

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General terms of business

Introduction

These terms define the conduct of business by Sealand Systems Ltd. The terms set out here apply by default to all projects and contracts undertaken by Sealand where not explicitly modified by a written agreement. A copy may be found on all of our invoices.

Definitions

Sealand, we or our refers to Sealand Systems Ltd. **Client** means the end-user of our services and not any agency or intermediary through whom the services may have been procured or negotiated. **Contract** means any agreement, whether verbal or written, under which Sealand provides services to the client.

Consultancy

Sealand is primarily a consultancy and technical support company. We will always endeavour to give the advice and support that is most advantageous to our client and not to us. We will offer advice and support only within the competence of our consultant, who will always inform the client if he feels insufficiently informed to provide the service requested. We are subject to the Code of Conduct of the Institution of Analysts and Programmers.

Attendance at client's site

While not bound by the rules that apply to clients' employees, we consider it not only practical but courteous to adhere to clients' usual practices, particularly with regard to office hours. We take care to inform the client in good time of any periods when the consultant may be unavailable due to sickness, holidays or other commitments and we always give a high priority to the client's interests. Our consultant serves the client as an employee of Sealand Systems Ltd. For legal and taxation reasons, we have an obligation to make this clear particularly when a contract requires regular attendance at the client's site; while the usual courtesies are very much appreciated our consultant is not entitled to and should not expect any of the rights and privileges that may be enjoyed by the client's employees.

"Regular travel" to client's site

Where a contract makes regular attendance necessary at a client's site, a consideration in respect of travel costs will usually be deemed to be included in our fee. Travel not covered by this arrangement is charged as follows:

Other travel and subsistence

Charges for travel are payable on the same terms as all our fees. Public transport fares (includes car hire) and food and accommodation during travel on behalf of a client are charged at cost. Private car mileage is charged at 40p per mile. In addition the hourly rate for the contract is charged when travel is required during office hours (normally 0900 – 1800). Outside office hours and "regular travel" times (see above), half the hourly rate is charged. We reimburse our employees for valid out-of-pocket expenses and invoice the client at cost – our employees are never required to claim expenses directly from a client.

Time sheets

Sealand does not use formal time sheets, but we keep appropriate records, and are always prepared to provide evidence to justify fees and expenses charged. We frequently have clients or agents who use time sheets for their internal accounting, and we are happy to complete these. This does not affect the validity of our invoices which, if not legitimately queried, are payable according to the terms therein.

Equipment

At the client's request, our consultant may use the client's equipment; however, we provide normal office equipment necessary to supply the service. This includes a portable PC, and the equipment in Sealand's office, which includes low-cost machines to run Solaris, Linux or Windows Server as required. We can sometimes make machines available for periods at a client's site to assist in developing a service.

ICT installations

We perform minor ICT installations and upgrades. We are also willing to plan and manage larger installations using third party installers. Where we manage installations we require the client to pay the third party directly or to make staged payments in advance to Sealand to cover third party costs. Our own invoices are on thirty day terms.

Supply of goods

We will supply goods if requested, although retail is not our core business and we do not attempt to compete on price with large volume resellers. If goods are supplied on an occasional basis as an incidental part of a support contract we normally supply them at cost. If we accept a contract primarily for the supply of goods then we will quote retail prices that include our profit margin.

We can assemble or supply bespoke PC equipment, but prefer to produce a specification and recommend a supplier whose infrastructure offers guaranteed hardware support, giving our client greater security — for example, guarantees such as on-site maintenance agreements which safeguard business continuity.

Protection of agents' business

Sealand will not deal unfairly with agents. When business is gained through an agent's services, we will not make any direct offer of business to the same client or accept a direct request for business from the client within six months of contract completion without involving the same agent. With agents who anonymise their clients we will also endeavour to ensure fairness in the most appropriate way.

Representing clients

Part of our service may involve representing our clients to their customers. To facilitate this, we authorise our consultant to present business cards in the client's name. The relationship should be described as "External Consultant" or equivalent. Our provision of this service to clients is not an indication of employment.