

PROFESSIONAL SERVICES TERMS**INTRODUCTION**

You wish to receive certain professional services and have agreed with us the provision of those services by us to you on and subject to the terms of this document.

1 DEFINITIONS

In this document, unless the context otherwise requires the following words and expressions have the following meanings:

General Terms	our General Terms of Business found at http://www.datainterchange.com/legal a copy of which has been made available to you before the date and signature of this Contract.
Charges	the charges we will make for the provision/performance of the Services which are set out in the Order Form and/or Proposal;
Project Plan	the project plan, if provided, set out in the Proposal;
Proposal	the document setting out the scope of the Services to be provided and defining the project specific activities, deliverables and project plan which will be adhered to;
Services	the services described in the Order Form and/or Proposal;

2 GENERAL TERMS

- 2.1 The General Terms apply and are incorporated into this Contract and this document as if they were set out in full in it but if, and to the extent that, there is conflict or inconsistency between the terms of this document and those of the General Terms, the terms of this document shall prevail. The rules on interpretation set out in the General Terms apply to this Contract and this document.
- 2.2 The General Terms contain provisions to limit liability and your attention is drawn particularly to those provisions.

3 SERVICES

- 3.1 We agree to provide you with the Services on the terms of this document.
- 3.2 You agree to provide the facilities, data, specifications and documents, and perform the obligations set out in the Statement of Work. Where it is stated in the Proposal that any of those items is required as a pre-condition to us commencing the provision of the Services, you must provide those items before we will be able to start work and you acknowledge that our provision and performance of the Services is dependent on those items being provided. Where you are unable to provide us with those items we will at our sole discretion use our reasonable endeavours to provide and perform the Services but this is likely to involve additional work over and above any Charges stated in the Order Form/Proposal and we will charge and you will pay for any such additional work at our standard rates in addition to the stated Charges.

4 CHARGES

- 4.1 You will pay the Charges in the amounts and at the time(s) set out in the Order Form and/or Proposal. Unless provided otherwise in the Order Form or the Proposal, we will invoice the Charges at the end of each month and/or on completion of the provision and performance of the Services or at the completion of a project stage as set out in the Order Form and/or Proposal.
- 4.2 The Charges are specific to the Services the scope of which is set out in the Proposal. Any services or work requested by you or provided by us outside that scope will be chargeable in addition and you will pay us at our standard rates for that further work.
- 4.3 You will also pay the reasonable expenses that we incur in the provision and performance of the Services.

5 PROJECT PLAN

- 5.1 We will use our reasonable endeavours to provide and perform the Services in accordance with the Project Plan but the timings in it are estimates only and we will have no liability if the timings in the Project Plan are not met, provided we endeavour to provide and perform the Services within a reasonable time in the circumstances.
- 5.2 If you cancel or postpone any of the Services that have been scheduled with less than 48 hours' notice before the time scheduled for commencement of those Services, or we are unable to commence those Services because of your failure to perform your obligations we shall be entitled to be paid the Charges in respect of those Services and you will pay those Charges.
- 5.3 When we provide you with draft documents, test maps, development changes to software or other items which require your input, testing or approval you will communicate that approval or your other response to us not later than two weeks after we have provided the item; if you have not responded within that period you will be deemed to have given unconditional approval. Any changes or further work required after such approval or deemed approval will incur additional charges.