

## Acuity Standard Terms & Conditions

### Basis of charges

Consultant's time is charged on an hourly or daily rate, or a fixed contract may be agreed. Daily rates are based on an eight hour day. If a consultant works more than eight hours in a day, additional time will be charged pro rata.

Where an hourly or daily rate is charged, the calculation of the consultant's time does not include travelling to and from the office at which the consultant is normally based, and the client's premises, or other places visited in connection with the assignment.

Normally, one visit or meeting may be undertaken prior to commissioning, at Acuity's risk. Where an assignment is subsequently commissioned, the consultant's time charge and expenses will be charged to that client.

The fees and other costs set out in our proposals are applicable as of the date of the proposal. If the work is not commissioned within three months of the date of the proposal, we reserve the right to revise these figures.

Where delays occur, it may be necessary to obtain revised print quotations.

### Expenses

Administrative time is normally included in the estimates. Direct expenses, for example, postage, are charged at cost. All photocopies and courier charges incurred in connection with the client's business will be charged directly back to the client, with a 10% management charge. Travel is charged at 45p per mile, economy-class airfare or second-class rail fare, whichever is applicable. There is a discounted charge of £25.00 per hour for travel time. Where an overnight stay occurs, actual hotel and subsistence charges (single room with bath/shower, 3-star) will be charged at cost.

A fixed price for expenses cannot normally be given, but it is usually possible to provide a rough estimate to clients prior to any formal commission.

### VAT

VAT is charged at the prevailing applicable rate and applies to both fees and expenses. (Some elements of work may be VAT exempt for registered charities.)

### Invoices

Invoices are payable within twenty eight (28) days. We reserve the right to add interest on overdue sums at a rate of 3% above the Co-operative Bank base rate, calculated daily, on all overdue payments. We usually invoice fees in equal instalments, over the life of the work and can provide detailed accounts of time and expenses.

### Disclosure

It is our usual practice to disclose our full client list in our promotional literature, website, and to any prospective client who asks.



## Confidentiality

All aspects of our work including proposals are confidential between Acuity and the client and may not be reproduced without permission.

## Limitation of Liability

Acuity shall use reasonable skill and care in the provision of its services. Acuity's total liability to the client for any loss or damage arising out of or in connection with the services, whether in contract, tort (including negligence) or otherwise, shall be limited to the total fees paid by the client to Acuity in respect of the relevant assignment.

Acuity shall not be liable for any indirect, consequential or economic loss, including (without limitation) loss of profit, loss of data, or loss of business opportunity.

## Data Protection

Both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

Where Acuity processes personal data on behalf of the client in connection with the services, it shall do so only for the purposes of delivering those services and in accordance with the client's reasonable instructions.

## Cancellation

We reserve the right to charge up to 75% of the outstanding fees should the work be cancelled after we have been commissioned (and print costs, where applicable), depending on the work completed to date.

## Validation

The quality of our work is important to us and to actual and potential clients. At the end of a project, we will ask you to complete a validation questionnaire designed to compare how we have performed with your expectations of us and your aspirations for the work.

## Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including (without limitation) illness, acts of God, extreme weather, industrial action, or failure of utilities or communications networks.





## Review

These Terms & Conditions will be reviewed annually or whenever Acuity's business activities or operations change significantly.

## Document version

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Next Review: 31 December 2026

