

# Terms & Conditions

## ***Invoicing & Payment***

Invoices shall be payable within thirty days of issue, after which time, they will attract interest at 8% above Bank of England base rates.

## ***Alterations to standard rate or terms***

From time to time it may be necessary for us (Onega) to alter our standard hourly rate, in which case we will give eight weeks advance notice in writing or electronically.

## ***Confidentiality***

All contracts are subject to agreement of the Onega Consulting Mutual Nondisclosure Agreement, which forms an appendix to this document.

## ***Poaching***

Clients & connected parties thereof shall not solicit the direct employment of Onega Staff or contractors save through Onega itself, during the period of contract (Both Onega employee / associate & client contract), or the subsequent twelve months. Where this occurs, Onega will be due a fee of 30% of the employee (or contractor's) first year gross income, from the company.

## ***Validity of quotes***

Quotes are valid for a period of fourteen days after issue, and need to be confirmed beyond this time.

## ***Termination***

All contracts are normally terminated by giving six weeks written notice.

## ***Limitation of Liability***

Onega Consulting, its staff & contractors shall not be held liable for any failures of clients systems, or the consequences thereof, save for our contractual obligations to provide support for these systems to best endeavours.

## ***Dissatisfaction***

If at any time you are dissatisfied with the service you (the client) have received from Onega, or its agent, you should alert us immediately so that remedial action can be taken.

## ***Service Levels***

All service levels are maintained to best endeavours, and whilst normally met, can not be absolutely guaranteed at any time. Where we (Onega) fail to meet service levels, a service credit will be generated, and offset against your (the client) next bill.

## ***Retention of Title***

Onega shall own all goods supplied by us, until they have been paid for in full by the client.

## ***Location of work***

Work shall be variously carried out on client sites, at Onega's offices, staff home offices, or wherever shall be deemed appropriate to accomplish any given task most effectively and efficiently.

## ***Nomination of agent***

Onega Consulting reserves the right to subcontract any or all work in a contract to a third party, as it shall deem appropriate.

## ***Intellectual property rights***

Once a project has been paid in full, intellectual rights to the executable object code produced shall be transferred to the client.

## ***Legal Status***

Onega Limited is registered in England and Wales, company registration no. 3664883. VAT. Registration No. GB-760 9421 27.

## ***Variation***

No changes may be made to support contracts, unless documented & signed as agreed by both parties.

## ***Severability***

If any of the terms of our contract become invalid, illegal, or unenforceable, such terms will not affect the obligations of the parties thereunder.

## ***Governing law***

All Onega contracts shall be governed and construed in accordance with the laws of England.

## ***Disclaimer***

The contents of this document were correct at time of writing, but we can not be held responsible for errors herein and reserve the right to make alterations at any time, in which case we will give eight weeks advance notice of such change before effect for existing clients which may be delivered in writing, by electronic communication and published on the company website.

## ***Definitions***

Throughout this document, 'we' or 'us' should be read to mean Onega Limited, and 'you' indicates the client.

## ***Copyright***

Onega LTD maintain copyright on all material generated by ourselves, and our members in their activities on behalf of Onega, unless permission is specifically granted on each occasion.