

Terms Consultancy

Article 1: Definitions

1. Under Consultancy has to be understood activities like advice, implementation guidance, support, conversion support, development of forms and reports, describing of work processes and outsourcing on automation. The here fore mentioned activities to be provided in the broadest sense of the word and in any event encompassing the services specified in the order confirmation of agreement.

Article 2: Order or agreement

1. In the order confirmation or agreement is specified which activities Limis are to be performed for Client. In consultation with Client Limis determines what further is been expected from each other in respect of the service provided by Limis and what are the responsibilities of the parties.
2. The duration of the order or agreement, except by Limis effort, can be affected by many factors, such as quality of information that Limis obtains from Client and the participation Limis is getting from Client. Therefore Limis can not determine exactly how long will be the turnaround to perform the order or agreement. If circumstances arise that lead to adjustment of the order and/or the expected commitment and period Limis will notify Client as soon as reasonably expected.
3. Client accepts that if the services to be provided and/or activities are being extended or modified between the parties, the time of completion of the work and estimated commitment are to be affected thereby. At the request of Client Limis will notify Client in writing what are the financial implications of the modifications and/or additional activities.
4. If Limis has provided activities or other performances at the request of or with the prior consent of Client beyond the substance or scope of the agreed services, Client reimburses these activities of performances to Limis at the usual Limis rates. Limis may require from Client a separate concluded order or agreement.

Article 3: Implementation of activities

1. Limis performs activities to the best while assuming the care of a good performance which may be expected from Limis. Client and Limis together take care of a good performance of the tasks and responsibilities as defined in the order confirmation or agreement. Parties shall maintain close contact with each other about the performance of the order or agreement.
2. The order or agreement is based on information provided by Client to Limis. Client is responsible for providing to the best of all essential information for the design and implementation of the services.
3. The order or agreement may be performed on location of Client and/or on location of Limis. To implement the activities a fixed amount will be charged in the agreement or the realised hours are charged afterwards. If the activities are performed on location of Client, at least a half day (= 4 hours) will be charged for a visit.
5. If the order or agreement for the provision of services is undertaken with a view to perform by a particular person, nevertheless Limis is entitled to replace this person by one or more other persons with equivalent qualifications.
6. If Limis in the execution of the order or agreement wants to use the services of third parties, Limis will only be entitled with the consent of Client, which consent not unreasonably will be denied.
7. If Client cancels an appointment made to visit within 3 business days and Limis may not otherwise spend the reserved time (capacity), then Limis has the right to charge Client the costs for such hours. Regarding the planned visit

Limis charges the minimum of 4 hours, as specified in paragraph 3 of this Article, in accordance with prevailing rates of Limis.

Article 4: Billing and Payment

1. The billing of the services is based on the agreed fixed price or based on actual costs depending on the performance of the order cost and time spent. The hourly rates for services and travel expenses are the most recent price list.
2. Limis is obligated to provide for inspection an adequate hours and cost accountability on request of the Client. This obligation is void if there is an agreed fixed fee to Limis between the two parties.
3. If the compensation for the services to be done by Limis (also) depends on the hours worked and made travel costs by Limis, the Limis administration provides compelling evidence of the number of hours and travel costs actually realised.
4. If Limis reasonable incurs costs to implement the order or agreement, such as subsistence and accommodation costs, agency costs, or costs of third parties than Limis is entitled to pass these costs to Client.
5. Billing occurs at the end of each calendar month unless otherwise agreed. If during the term of the order or contract the date of January 1 is passed, Limis is entitled to charge the prevailing new rates for activities performed under the new calendar year. The hourly rates for the next calendar year may be increased by Limis according to the increase in consumer price index (cpi), as determined by the Central Bureau of Statistics. This increase can occur without prior notice from Limis and without ending this agreement as regards the increase mentioned in this paragraph. The adjustment of the price to be determined, is the date of becoming effective multiplied by an adjustment factor obtained by the above mentioned most recent final monthly price index for the beginning of the calendar year which the renewal occurs, divided by the index of the corresponding month of the previous year.