



1. Definitions and Interpretation

- 1.1 In these terms of business ("the Terms") the following words and phrases shall have the following meanings:-
- (A) "DNA" means David Newby Associates;
 - (B) "DNA Consultant" means a consultant in the employ of DNA or an Associate Consultant of DNA
 - (C) "Client" means the party with whom DNA has agreed to perform the Services;
 - (D) "Assignment" means a single continuous period of work undertaken by an individual DNA Consultant at the Client's premises or third-party locations on behalf of the Client
 - (E) "Agreement" means the written agreement or contract between the Client and DNA, comprising the Annex and the Terms;
 - (F) "Annex" means the document or documents, signed by a DNA Partner, which describe the Services the Client requires from DNA and, where the Annex does not identify particular services in the level of detail necessary in order for those Services to be provided, any such additional documents signed by a DNA Partner after the date of the Agreement;
 - (G) "Services" means any work performed for the Client by DNA under the Agreement
- 1.2 In the event of any inconsistency between the Terms and the Annex, the Annex shall prevail.

2. Warranty

- 2.1 DNA represents and warrants to the Client that the Services will be performed by DNA Consultants in all respects:-
- (A) in a professional manner and using all skill and care which may be reasonably expected of skilled and experienced persons acting in accordance with best industry practice;
 - (B) in accordance with the Agreement.

3. Confidentiality, Title and Intellectual Property Rights

All documents, information and advice provided by DNA, DNA Consultants and agents in the course of the Services and all confidential information concerning the Client or any of the Client's activities acquired during the performance of the Services shall be treated by DNA and DNA Consultants as confidential. Notwithstanding this, title to any and all goods and copyright on any documentation, reports and software supplied by DNA or DNA Consultants remains with DNA until payment is received in full for all services and goods supplied under the relevant Agreement. In the case of software provided that has been developed using existing DNA copyright software as a basis, the copyright remains exclusively with DNA and no rights are granted other than those specifically documented in a user agreement.

4. Payment

- 4.1 DNA fees and charges are exclusive of Value Added Tax which will be charged at the prevailing rate if applicable.
- 4.2 The Client will normally be invoiced per Assignment for each DNA Consultant, or monthly in arrears, where such assignments exceed one month duration.
- 4.3 Terms of payment are strictly within 30 days of their receipt by the Client

5. Liability

- 5.1 DNA will not be held responsible for any loss, damage or injury arising from actions or omissions of the Client or Client's agents or contractors and the client shall indemnify DNA against all claims, costs and expenses arising from such acts or omissions and keep DNA indemnified against all claims in this respect for a period of six years after completion of the Services.
- 5.2 DNA shall not be held responsible for any loss, damage or Injury arising as a consequence of undertaking the work requested by the Client or the Client's agents.
- 5.3 The Client shall indemnify DNA and keep DNA indemnified against all claims in this respect for a period of six years after completion of the Services. DNA's maximum liabilities are, in the event of any claim by the Client, limited to the value of the fees payable to DNA for the Services.

6. Costs

- 6.1 Overseas Work:-
- (A) The Client will reimburse DNA all travel costs incurred by DNA Consultants in performance of the Services.
 - (B) Long haul air travel (flight times in excess of four hours) must be business class. Short haul air travel should be business class whenever possible.
 - (C) Rail travel must be first class.
 - (D) On donor organisation projects and similar projects, the Client will pass on to DNA the full per diem entitlement for DNA Consultants working in country.
 - (E) On projects without standard per diems, the Client shall provide, or reimburse DNA for hotel accommodation (3-star standard with en-suite facilities), laundry and make a reasonable allowance for other living expenses.
 - (F) The Client will reimburse DNA for any reasonable expenses incurred in obtaining VISAs and other travel documentation for DNA Consultants.
- 6.2 Domestic Work:-
- (A) The Client will reimburse DNA all travel costs incurred by DNA Consultants in performance of the Services.
 - (B) Air travel should be business class whenever possible.
 - (C) Rail travel must be first class.
 - (D) Use of DNA Consultant's own vehicles in performance of the Services will be reimbursed by the Client at the rate of 45 pence per mile.
 - (E) The Client shall provide, or reimburse DNA for hotel accommodation (minimum 3-star standard with en-suite facilities) with breakfast and evening meals or alternatively agree a reasonable per diem.
- 6.3 General:-
- (A) Costs will be invoiced to the Client and payment is strictly within 30 days of their receipt by the Client.

7. Force Majeure

- 7.1 DNA shall have no liability to the Client to the extent that Force Majeure results in any interruption or suspension of the Services by DNA or failure by DNA to carry out the Services in accordance with the Contract, provided that DNA shall inform the Client as soon as reasonably possible of any Force Majeure and shall use its best efforts to avoid or minimise the effect of any Force Majeure.
- 7.2 Force Majeure means:
- (A) fire or storm or tempest;
 - (B) acts of God or kidnapping or hijacking or terrorism; or
 - (C) riot or civil commotion or war.
- 7.3 In the event of Force Majeure, DNA and the Client shall enter into negotiations in good faith with a view to resolving the Force Majeure including, where appropriate, amending the Agreement in a manner acceptable to both parties.

8. Disputes

If any dispute shall arise between DNA and the Client concerning the meaning or effect of these Terms or of the Agreement, or any claim shall be made by one party against the other, then if the same cannot be settled amicably within 30 days of the dispute or difference being communicated in writing it shall be referred for arbitration by an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The costs of such arbitration are to be shared jointly between the Client and the consultant

9. Governing Law

Agreements between DNA and the Client shall be governed by English Law.

