



Amadeus Software Standard Terms and Conditions



Amadeus Software Limited

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These Standard Terms and Conditions should be read in conjunction with the relevant Amadeus Consulting, Training or Support Schedule, which forms the complete agreement between Amadeus Software Ltd and the Client.

1. DEFINITIONS

In this Agreement the following expressions have the following meanings:

Assignment	The provision of the Consulting, Training or Support Service to the Client in accordance with this agreement.
Consultant	Any person supplied by Amadeus Software to complete the Assignment, who may be either an employee or a sub-contractor of Amadeus Software.
Force Majeure	In relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lockout or other form of industrial action or the illness of incapacity of any person).
Proprietary Information	Any information which is now or at any time in the future in the possession of the Client and which relates to the Client's business including, without limitation, data, know-how, formulae, processes, designs, photographs, drawings, specifications, algorithms, computer software, and samples, and any other material bearing or incorporating any information relating to the Client's business.
VAT	Value Added Tax at the rate in force at the date any payments is made under this agreement, and any other sales or turnover taxes charged in any country outside the United Kingdom.

2. AMADEUS SOFTWARE'S OBLIGATIONS

- 2.1. In consideration of the payments referred to in Clause 4, Amadeus Software will:
 - 2.1.1. Provide the Service to the Client as described in the Amadeus Software the Consulting, Training, Support or Graduate Placement Schedule.
 - 2.1.2. If required, provide time sheets recording the time spent providing the Services.
 - 2.1.3. Comply with all reasonable directions given.
 - 2.1.4. Ensure that Amadeus Software complies with the Client's disciplinary rules and regulations whilst working on the Client's premises or under the Client's direction
- 2.2. Amadeus Software shall use reasonable endeavours to complete the Assignment in accordance with the relevant Amadeus Consulting, Training, Support or other Schedule in all material respects.
- 2.3. Amadeus Software shall use reasonable endeavours to meet any performance dates specified in a Schedule, or agreed for an Assignment, but any such dates shall be estimates only and time for performance by Amadeus Software shall not be of the essence of the agreement.

3. THE SERVICES

- 3.1. The Services are provided to the Client in accordance with the Schedule. Details in the Schedule take precedence over this agreement
- 3.2. Amadeus Software will provide the Service detailed in the Schedule through its own employees or associates
- 3.3. If the Client wishes to make a material change to the Services or the Location, the change must be in accordance with standard change control procedures
- 3.4. Except for the Amadeus Graduate Placement Programme, the Client must not offer employment or consultancy work to the Consultant or any other employee of Amadeus Software or its associates, either during the Assignment or within twelve months after its completion
- 3.5. Except for the Amadeus Graduate Placement Programme if the Client offers employment or consultancy work to a subcontractor in breach of clause 3.4, it must pay to Amadeus Software a sum equal to ten times the Weekly Rate stated in the Schedule or the sum of £25,000 whichever is the least within thirty days of receiving an invoice for that amount from Amadeus Software.
- 3.6. If the Client offers employment or consultancy work to an employee of Amadeus Software in breach of clause 3.4, it must
 - 3.6.1. notify Amadeus Software immediately of the starting salary and benefits which it has offered to that employee, and
 - 3.6.2. pay to Amadeus Software a sum equal to 100% of that starting salary and benefits, or the sum of £50,000 whichever is the least, within thirty days of receiving an invoice for that amount from Amadeus Software.

4. CHANGE CONTROL

- 4.1.1. Either party may propose changes to the scope or execution of the Assignment but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 4.1.2. the Assignment;
 - 4.1.3. the charges;
 - 4.1.4. the timetable for the Assignment; and
 - 4.1.5. any of the other terms of the relevant Assignment.
- 4.2. If Amadeus Software wishes to make a change to the Assignment it shall provide a draft Change Order to the Client.

- 4.3. If the Client wishes to make a change to the Works:
 - 4.3.1. it shall notify Amadeus Software and provide as much detail as Amadeus Software reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 4.3.2. Amadeus Software shall, as soon as reasonably practicable after receiving the information at clause 1.3.1, provide a draft Change Order to the Client.
 - 4.4. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Schedule for the Assignment.
 - 4.5. Amadeus Software may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 8.3 on a time and materials basis at Amadeus Software's daily rates.
- 5. PAYMENTS**
- 5.1. The Client will pay Amadeus Software the Fee in pounds sterling within 30 days of receipt of invoice and if appropriate the overtime rates. An invoice raised in respect of SAS Software the client will pay Amadeus Software the fee in pounds sterling within 7 days of the receipt of invoice. Any invoices remaining unpaid in part or in whole thereafter shall carry interest at the rate of 4% above the base rate of the Bank of England from time to time prevailing from the date of invoice to the date of payment.
 - 5.2. The payments referred to in this agreement are inclusive of VAT, and VAT is payable in addition where appropriate.
 - 5.3. Factors outside the control of the Consultant that contribute to a delay in work being performed by the Consultant will incur a Minimum Daily Rate charge being made. The Minimum Daily Rate charge is the same rate as detailed in the Schedule.
 - 5.4. Without prejudice to its rights and remedies under this agreement or at law, if any fee payable by the Client is not paid by the due date, Amadeus shall be entitled in its discretion to suspend the provision of any Services under this agreement until such time as payment is made, and require the Client to make all future payments in advance, and/or terminate this agreement in accordance with Clause 6 on giving thirty (30) days' notice of the same to the Client.
 - 5.5. All charges for services are stated exclusive of expenses unless otherwise stated. The Client will reimburse Amadeus its reasonable travelling, hotel and other out-of-pocket expenses, which Amadeus may incur in connection with the provision of any Services to the Client. Expense costs include VAT if applicable
 - 5.6. We use Sage Pay to collect/process transaction information for all training payments made online.
<http://www.sagepay.co.uk/policies/security-policy>
- 6. TERMINATION**
- 6.1. Amadeus Software may terminate this agreement immediately if the Client fails to make any payment within the time allowed under this agreement.
 - 6.2. Either party may terminate this agreement immediately:
If the other party
 - 6.2.1. ceases trading, or
 - 6.2.2. goes into liquidation, unless that is solely for the purpose of amalgamation or reconstruction when solvent, or
 - 6.2.3. an administrative receiver of it is appointed or
 - 6.2.4. an administration order is made in respect of it.
 - 6.3. The client can terminate this agreement if Amadeus Software fails to remedy any breach of the terms of this agreement as soon as practicable after being requested in writing to do so.
 - 6.4. Amadeus Software may terminate this agreement if the client fails to remedy any breach of the terms of this agreement as soon as practicable and in any event after 30 days after being requested in writing to do so.
 - 6.5. If this agreement is terminated under clause 5.1 Amadeus Software is under no further liability to the Client but the Client remains liable to Amadeus Software for all sums then due and all further sums which would have become due if the Assignment had been completed.
- 7. CONFIDENTIALITY**
- 7.1. Each party undertakes that it shall not at any time during an Assignment, and for a period of [five] years after termination of an Assignment, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 1.2.1.
 - 7.2. Each party may disclose the other party's confidential information:
 - 7.3. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with an Assignment. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - 7.4. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 7.5. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with an Assignment.
- 8. INTELLECTUAL PROPERTY**
- 8.1. Copyright and all other intellectual property rights in any software and documentation created by Amadeus Software is the property of the Amadeus Software.
 - 8.2. Amadeus Software undertakes,
 - 8.2.1. to use all Proprietary Information disclosed to it exclusively for the purpose of providing the Service,
 - 8.2.2. to maintain confidential all Proprietary Information that it may acquire in any manner, and

8.2.3. that it will not use or disclose any of the Proprietary Information, directly or indirectly, in whole or in part, except for the purposes of and in accordance with this Agreement, either during or after the termination of this agreement.

8.3. Subject to the previous clauses, Amadeus Software will, with prior written consent, publicise the fact that it has been retained to provide the Service to the Client.

9. INDEMNITY AND LIABILITY

9.1. Nothing in these terms shall limit or exclude Amadeus Software's liability for:

- 9.1.1. death or personal injury caused by its negligence;
- 9.1.2. fraud or fraudulent misrepresentation; or
- 9.1.3. any other liability which cannot be limited or excluded by applicable law.

9.2. Subject to clause 2.1, Amadeus Software shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with an Assignment or agreement for:

- 9.2.1. loss of profits;
- 9.2.2. loss of sales or business;
- 9.2.3. loss of agreements or contracts;
- 9.2.4. loss of anticipated savings;
- 9.2.5. loss of or damage to goodwill;
- 9.2.6. loss of use or corruption of software, data or information; and
- 9.2.7. any indirect or consequential loss.

9.3. Subject to clause 2.1, Amadeus Software's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with any Assignment or agreement shall be limited to the total charges paid by the Client under that Assignment or agreement.

9.4. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from any Assignment or agreement under these terms

9.5. Amadeus Software warrants that it shall render the services in a diligent, conscientious and professional manner. The exclusive remedy for a breach of this warranty is a service improvement plan or refund of fees paid for the services. Amadeus Software warrants that that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.

9.6. Amadeus Software disclaims all other warranties, express or implied, with respect to the services provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing.

10. FORCE MAJEURE

10.1. If either party is affected by Force Majeure it must immediately notify the other party of the nature and extent of it.

10.2. Neither party is in breach of this Agreement, or otherwise liable to the other, because of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party. In such a case, the time for performance of that obligation is extended accordingly.

10.3. The parties must enter into bona fide discussions with a view to alleviating the effects of the Force Majeure, or agreeing upon such alternative arrangements as may be fair or reasonable.

11. GENERAL

11.1. This Agreement is binding upon and benefits the parties and their respective legal successors

11.2. This Agreement and the related Amadeus Schedule(s) contain the entire Agreement between the parties with respect to its subject matter, and supersedes all previous Agreements and understandings between the parties with respect to it. No variation or amendment of this Agreement binds either party unless made in writing by duly authorised officers of both parties.

11.3. If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable to this Agreement; or if any court of competent jurisdiction in a final decision so determines, this Agreement continues in force with the deletion of those provisions from the date of the agreement or decision, or from an earlier date agreed by the parties.

11.4. A failure by either party to exercise or enforce any rights conferred upon it by this Agreement is not a waiver of any such right and does not bar the exercise or enforcement of them at any subsequent time.

11.5. Nothing in this Agreement creates, or is deemed to create a partnership, joint venture, or the relationship of principal or agent between the parties and neither party may bind the other in any manner except as provided in this Agreement.

11.6. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.7. Amadeus Software, with prior written consent, reserves the right to the client name as a reference for marketing or promotional purposes on Amadeus's website and other communication with existing or potential Amadeus customers.

11.8. Hardware Usage and Software Licences

The Client allows Amadeus consultants to use Clients machines and software at Clients premises and also permits the use of any client software required for the development of the consultancy project at Amadeus premises. Amadeus Software agrees to abide by clients' processes.

11.9. Software Licences for On-Site Training Courses

The Client will provide any required Software Licences for On-Site training courses provided by Amadeus Software Ltd.

11.10. Training Course Bookings and Confirmation

11.10.1. Provisional bookings can be made by telephone, email and fax and will be held for an agreed period of time (Date agreed with Amadeus course co-ordinator).

11.10.2. A Course booking is confirmed when a course booking form and purchase order (if this is booking company standard) has been sent to Amadeus Software and on receipt of this Amadeus has sent the confirmation of the Course booking in writing.

All public course and workshop bookings are accepted on the understanding that a training event will only be delivered if it attracts the required minimum number of delegates to ensure viability. Where a training event is cancelled due to insufficient numbers Amadeus will notify you by email at least 5 clear working days before the date the training event was intended to take place and will refund all course and workshop fees paid to Amadeus Software, if paid by credit card the fees will be paid direct to the relevant credit or debit card, within two working days.

11.11. Changing Delegate Details

11.11.1. No charge will be incurred if another individual from your organization is nominated to replace the original delegate on the same date and Course

11.12. Cancelling and Transferring Courses

11.12.1. All cancellations of Course bookings must be made more than 10 (ten) working days prior to the commencement of the Course.

11.12.2. Cancellations made with less than 10 working days' notice will be subject to a cancellation fee - 50% of the course booking.

11.12.3. If the delegate fails to attend the course with no notification the full Course fee remains payable

11.13. Training Course Prices

Amadeus Software reserves the right to modify the published Public Course prices at its sole discretion, and without prior notification.

11.14. Cancellation Of Training Courses By Amadeus Software

Amadeus Software reserves the right to cancel any Course at any time without liability. In such circumstances delegates will be offered an alternative date, a Course voucher or a refund of Course fees paid.

11.15. Training Course Notes And Changes To Course Content

11.15.1. Copyright and all other intellectual property rights in any software and documentation created by Amadeus Software is the property of the Amadeus Software.

11.15.2. None of the Course material may be reproduced, re-published, distributed, posted, sold or transferred. Copyright extends to all electronic or supplementary materials provided as part of a course.

11.15.3. Course notes are available only for attendees and are provided on the first day of the Course. Course notes are not available prior to the commencement of the Course.

11.15.4. Amadeus Software reserves the right to alter any of the Course content without prior notification.

11.15.5. It may not be possible to cover all Course topics owing to unforeseen circumstances. The Instructor will advise delegates if this is the case, and may offer alternatives. Where necessary, the Instructor will add appropriate, additional reading material.

12. NOTICES

12.1. Any notice required to be given under this Agreement by either party to the other must be in writing and must be served by sending it by registered or recorded delivery post to the address of the other party for service of documents.

12.2. The address of a party for service of documents is either

12.2.1. the address given for that party in this Agreement; or

12.2.2. another address given by one party to the other as its address for service.

13. SEVERABILITY

13.1. If any part of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect

14. WAIVER

14.1. Failure by either party to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision and will in no way affect either party's right to later enforce such provision

15. GOVERNING LAW

This Agreement is subject to English law.



SAS Software | SAS Consultancy | Data Science

SAS Training | SAS Managed Services | Graduate Placement

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