



# 170 Out of Scope Requests

Version 4



# Contents

1 Introduction

2 Chargeable events

3 How we will deal with chargeable events



# 1 Introduction

This document explains the detailed terms of how we will charge for work not covered by the agreed scope of a project or standard service definition and should be read in conjunction with our Terms of Business available at <https://tob.hubkengroup.com>. In the event of any inconsistency between the provisions of this document and our Terms of Business, the terms contained within this document (in respect of such inconsistency) shall prevail.

## 2 Chargeable events

Include but not limited to:

- Delays or reworking caused by:
  - Your provision of late, incomplete or incorrect information.
  - Late, incomplete or non-performance of tasks assigned to you.
  - Our gaining access to your infrastructure or network for any reason.
  - Late or non-attendance at any meeting or call.
- Lack of availability of your personnel for monitored remote sessions resulting in abandonment or delay in commencing the session.
- Requests to us for any additional security, access or legal information after we have received a purchase order or payment (whichever occurs first).
- Time required by us to gather information, evaluate, document, confirm and clarify changes to the scope of the agreed work, whether or not we undertake the work
- Costs of any additional software licences not itemised in the main project proposal.
- Change requests that alter or extend the scope of the project.
- Lack of availability of your personnel within our normal working hours: 9am to 5pm UK local time, Monday to Friday excluding UK public holidays and working days between 26<sup>th</sup> December and 1st January

## 3 How we will deal with chargeable events

We will keep a log of chargeable events which we will provide with our invoice for any additional fees due.

We will invoice you monthly when fees arising from chargeable events in a calendar month do not exceed £500 excl VAT - payment is due immediately.

Where fees arising from chargeable events exceed £500 excl VAT, we will invoice you - payment is due immediately.

At our discretion, we may invoice for fees arising from chargeable events at the end of the project.

Where fees remain unpaid, we reserve the right to cease work on the project and/or withhold project deliverables.

Classification of whether a chargeable event is triggered is at our discretion.

If, at our discretion, we waive fees for a chargeable event, it does not follow that any other fees for chargeable events will be waived.

### 3.1 Tariffs

Fees arising from chargeable events will be at our current rates for technical work (rounded up to the nearest hour), except those which have a fixed tariff (see table below).

#### 3.1.1 Fixed tariffs

Event	Fee
Your late attendance, early curtailment resulting in a rearrangement or no-show at meeting or call.	1 hour



Lack of availability of your personnel for monitored remote sessions resulting in abandonment or delay in commencing the session.	2 hours
Project restart fee: Any chargeable event or unpaid invoice resulting in a project delay of 5 – 10 working days.	5 hours
Project restart fee: Any chargeable event or unpaid invoice resulting in a project delay of over 10 working days.	10 hours

