

Terms of Business – Optimise Business Solutions

web | www.optbus.co.uk
e-mail | steve@optbus.co.uk
tel | mobile: 07976 921635

1. Introduction

The following document sets out what Optimise Business Solutions Limited will undertake and deliver and what is required of the client. It will detail the timescales involved and the fee structure. The document represents the service level agreement (SLA) that Optimise Business Solutions Limited promises to deliver to its clients. Essentially Optimise Business Solutions Limited will act as an agent for the client. They will analyse all costs or those costs as highlighted by the client. Optimise Business Solutions Limited will then represent the client in negotiating discounted products and services or they will be the introducer in areas where the client will be required to supply more detailed information than would be contained in invoices. THE SUPPLY OF INVOICES, QUOTES OR SUPPLIER INFORMATION, TO Optimise Business Solutions Limited, ACTS AS ACCEPTANCE OF THESE TERMS OF BUSINESS. This document will also act as the confidentiality agreement between both parties.

2. Timescales

The terms of business in this agreement recognises a relationship between Optimise Business Solutions Limited and the client that will last 18 months from the initial meeting. This allows 6 months for initial meetings, reviews, recommendations and implementation before a 12 month period where cost savings are realised. After the initial 18 month period has elapsed the client will be offered the chance to continue the relationship which will include regular audits of existing costs and full reviews of any new costs.

3. Optimise Business Solutions Limited's Responsibilities

Optimise Business Solutions Limited will only analyse costs and provide recommendations as directed by the client. After analysis of costs Optimise Business Solutions Limited will provide the client with a report detailing the cheaper and/or better quality service or product with the recommendation that the client can either accept or decline. Reports will be produced by cost area and not at the end when all costs have been analysed so that savings can be realised as soon as possible. Optimise Business Solutions Limited will undertake quarterly audits to ensure that cost savings are being realised and that the level of service is at a high level. Optimise Business Solutions Limited will provide a strictly confidential service as detailed in Section 6 – Confidentiality Agreement.

4. Client's Responsibilities

In order for Optimise Business Solutions Limited to provide an exceptional service and to negotiate improved deals with suppliers in both cost savings and better service the client is expected to provide the following:

- Clear procurement objective and strategy
- Order of priority costs
- Totals of yearly cost expenditure
- Last year's invoices for costs to be analysed

By entering into any contract arranged by Optimise Business Solutions Limited, the client is accepting the terms of business and no written contract will be raised.

The client is also expected to pay fees on time as detailed in Section 5 – Fee Structure. For a period of 12 months after any specific cost saving recommendation that is not accepted by the client, the client is still liable to pay Optimise Business Solutions Limited a fee (as per section 5) in the following situations:

- if the client approaches the supplier directly, by-passing Optimise Business Solutions Limited.
- if the client has used the quote and/or recommendation by Optimise Business Solutions Limited to negotiate a discount with their current supplier.

If the client refers other business to any suppliers as recommended by Optimise Business Solutions Limited then the client has a duty to inform Optimise Business Solutions Limited and refer the business to them in the first instance to ensure competitive discounts are achieved and to manage the relationship with the supplier.

5. Fee Structure

The fee structure includes all costs incurred by Optimise Business Solutions Limited. This includes consultation time, travel, telephone calls, reports and correspondence to and from clients and suppliers. At no time are our clients invoiced for any services if no cost saving to the business is recommended. The fee structure is split as follows:

- Free Consultation
- The only cost to you is your time, so we will ensure that meetings are kept precise and to the point so that you can quickly continue with your core business activities.
- Performance Related Fees
- Fees are based on the actual savings generated by the recommendations (as made by Optimise Business Solutions Limited) that a client decides to proceed with implementing.
- The percentage of cost saving charged to the client is:-
- 25% for the first 12 months saving of any ongoing service, e.g. Merchant services.
- 25% of the savings for the length of the contract, e.g. 2 year electricity contract
- This is spread over a year as some costs vary on a monthly basis. Such as, gas and electric which cost more in the winter months and are generally tied into yearly contracts.

Non Performance related fees

Where services are provided on a task by task basis, i.e. management time required to re-bank a business or look for commercial loan facility, the fee payable will be £100 per hour or as agreed on a separate basis with each individual.

- If directed to look at a specific cost and savings are found but the recommendation is not followed through there is an administration fee of £50. This is not applicable if no saving is found or if new suppliers are sourced independently resulting in a higher cost saving.
- Timescales for Payment of Fees
- Fees are payable on a quarterly basis based either on the savings identified against previous invoices or on projected cost savings. This is at the customer's choice. In the case of projected savings, these are calculated against quarterly audit which will compare the projected cost saving against the actual cost saving and the balance will either be charged to the client or credited back.
- Credit Terms are 14 days from invoice date for all clients.
- Our engagement provides for interest to be charged at a rate of 4% over Bank of England Base Rate on the invoice at the expiry of 14 days from the invoice date.

6. Confidentiality Agreement

Optimise Business Solutions Limited shall not make use of, divulge or communicate to any person any of the confidential information relating to the client which they may receive or obtain whilst acting as an agent for the company. Confidential information includes but is not limited to:

- Business strategy and development
- Products, business methods, processes and know-how
- Business contracts, lists of clients and suppliers
- Financial reports and data

These restrictions will continue to apply after the cessation of the business relationship between Optimise Business Solutions Limited and the client without time limit.

6 March 2013 Terms of Business Agreement

Optimise Business Solutions Limited

Registered office | 60 Slayley View Road | Chesterfield | S43 4WU

Company number | 8254599