

These Terms and Conditions govern all engagements between Anna Klissouras Solutions Single Member PC (trading as Cutcross, “the Consultancy”) and its clients. They apply unless otherwise agreed in writing in a specific work order.

1. Fees

- Currency: All fees are in Euro (€).
- Fee changes: Fees may change over time. The fee confirmed at the time of booking (or in the accepted work order) applies to that engagement.
- Rates (net):
 - o 1 hour: €300 / hour
 - o 4+ hours booked in one go: €260 / hour
 - o By project (fixed fee): negotiable and specified in the work order
 - o Low-budget organisations: special terms may be agreed in writing
- Minimum booking unit: The minimum booking is 1 hour. Additional time is billed in 1-minute increments, unless a different billing increment is agreed in the work order.

2. Taxes

All fees are net of VAT or other applicable taxes. VAT will be added where applicable. For intra-EU B2B services, VAT may be handled under the reverse-charge mechanism, subject to a valid VAT ID.

3. Invoicing and payment terms

- Payment deadline: Invoices are payable within 30 days of receipt, unless otherwise agreed in writing.
- Retainers (invoicing): Monthly retainers are invoiced after the end of each month (or as specified in the work order).
- Projects: Fixed-fee or project agreements are invoiced upon completion of agreed deliverables or as otherwise specified in the work order (e.g., milestones).
- Ad hoc bookings: Ad hoc hourly bookings made via www.cutcross.com are payable in advance and will be invoiced immediately (or confirmed via booking receipt where applicable).
- Late payment and suspension: Late payments may incur statutory interest and reasonable recovery costs. The Consultancy may suspend work and/or withhold deliverables until overdue amounts are settled.

4. Retainers: minimum commitment, usage, and reconciliation

- Minimum monthly amount: A retainer is a minimum monthly commitment. The retainer amount is payable in full regardless of whether the client uses all included hours in a given month.
- Included hours: Retainers include a defined number of hours per month as set out in the work order (“included hours”).
- Hour credit (under-use): If the client uses fewer than the included hours in a month, the unused time may be recorded as an hour credit for later use within the same retainer year, as defined in the work order (default: 12 months from retainer start date). Hour credits expire at the end of the retainer year unless otherwise agreed in writing.
- Extra work (over-use): If work performed in a month exceeds the included hours, the Consultancy will first check whether the client has any available hour credit within the same retainer year.
- If hour credit exists, the Consultancy will apply it to offset the overage.
- If no hour credit exists (or once it is fully used), overage hours are billed additionally at the applicable hourly rate (as per Section 1), unless a different rate is specified in the work order.
- Transparency: The Consultancy will provide a monthly overview showing (i) hours used, (ii) remaining included hours, (iii) hour credit balance (if applicable), and (iv) any overage billed.

5. Scope, deliverables, and changes

- Work orders control scope: Each engagement is defined by a written work order (proposal, email confirmation, booking confirmation, or contract). If there is a conflict between these Terms and Conditions and a work order, the work order prevails for that engagement.
- Dependencies: Timelines assume timely client feedback, approvals, and access to relevant materials and stakeholders. Delays caused by missing inputs may shift timelines without liability.
- Change requests: Any material change in scope, timeline, or assumptions requires written agreement (email sufficient) before additional work begins.

6. Billable work and time tracking

- What is billable: Billable work includes meetings, preparation, research, drafting, analysis, deliverable creation, stakeholder communication, and agreed project management required to fulfil the work order.
- What is not billable: Internal administrative tasks (e.g., invoicing, basic scheduling, internal filing) are not billable.
- Time overview: The Consultancy records billable time in 1-minute increments and will provide an overview of billable time with each invoice (where time-based billing applies).
- Travel time: Travel time is not billed at the hourly rate. Travel is charged only as a lump sum under Section 7.

7. Travel and expenses

- Separate from consulting fees: Travel costs are not included in ongoing consulting fees. Travel requires prior written agreement.
- Europe travel lump sum: If travel is required within Europe, it is charged at a lump sum of €1,000 for a two-day trip, plus €300 for each additional day.
- What the lump sum covers: The lump sum covers travel time and standard travel expenses (transport, accommodation, and per diem) at reasonable cost levels.
- Exceptional costs: Exceptional or premium costs (e.g., last-minute premiums, business-class travel, unusually high accommodation costs, event tickets) require prior written approval and may be billed separately.
- Outside Europe: Travel outside Europe is agreed case-by-case in writing.

8. Scheduling, rescheduling, and cancellation (ad hoc bookings)

- Rescheduling window: Ad hoc sessions may be rescheduled up to 24 hours before the scheduled start time.
- Late reschedule / no-show: If rescheduled later than 24 hours before start time, or in case of no-show, the session fee is forfeited (or counted as delivered if part of a prepaid package).
- Consultancy reschedule: If the Consultancy must reschedule, the client may choose a new time or request a refund for the affected session (for prepaid ad hoc bookings).

9. Term and termination

- Notice period (standard): Either party may terminate an ongoing engagement with 30 days' written notice, unless the work order specifies a different notice period.
- Fees due on termination: The client remains responsible for fees for work performed up to the termination date, plus any pre-approved non-cancellable committed costs.
- Reserved capacity / notice fee (retainers): For monthly retainers, if the client terminates with less than 30 days' notice, the client agrees to pay the retainer amount for the notice period (or the remainder of the current retainer month, whichever is greater), unless otherwise agreed in the work order.

- Immediate termination for cause: The Consultancy may terminate immediately if the client materially breaches the agreement (including non-payment), requests unlawful conduct, or engages in abusive behaviour. The client remains liable for work performed and approved costs up to termination.
- Client termination of fixed-fee projects: If the client terminates a fixed-fee project early, the Consultancy will invoice for work completed to date based on the agreed project plan/milestones, plus any non-cancellable committed costs. If no milestones exist, the Consultancy may invoice a pro-rata amount reflecting work performed.

10. Working hours, availability, and personal holidays

- Standard hours: Services are normally delivered Monday to Friday, 09:00–18:00 CET/CEST, unless specified otherwise in the work order.
- Weekends: The Consultancy is not available on weekends except by prior written agreement.
- Public holidays: The Consultancy may be available on public holidays by default, subject to capacity; however, availability cannot be guaranteed without prior confirmation in writing.
- Personal holidays: Consultants may take personal leave during the year. For planned leave that affects delivery, the Consultancy will provide reasonable advance notice (typically 2–6 weeks) and coordinate timelines accordingly. During such periods, availability may be reduced or paused unless otherwise agreed.

11. Communication and response times

- Email: The Consultancy will acknowledge emails within 1 business day.
- Urgent matters: For urgent issues, the client may contact the Consultancy via WhatsApp at +30 697 661 8427 during business hours. Responses are best-effort and intended for urgent matters only.

12. Tools, workspace, and cooperation

- Default collaboration mode: Cooperation is primarily online via video meetings, email, shared documents, and booking/calendar tools.
- Tools subscription: The Consultancy owns and maintains its own tool subscriptions unless otherwise agreed.
- Client tools: If the client prefers the use of the client's tools/systems, access must be provided in a timely manner.
- Project management / cooperation: The client is responsible for providing timely feedback, approvals, and access to required materials. Delays may impact timelines without liability.

13. Confidentiality and data handling

- Confidentiality: The Consultancy will treat all non-public client information as confidential and will not disclose it to third parties except (i) with the client's consent, (ii) to authorised subcontractors under confidentiality obligations, or (iii) where required by law.
- Storage: Client data is stored in access-restricted cloud services (e.g., Sharepoint, Google Drive or equivalent).
- Retention and deletion: Unless the client requests earlier deletion (or unless legal obligations require longer retention), the Consultancy will retain client files for 24 months after project completion, then delete or archive securely. The client may request deletion earlier in writing; the Consultancy will comply within a reasonable timeframe, subject to legal retention obligations.

14. Intellectual property

- Client rights to deliverables: Upon full payment, the client receives ownership of the final deliverables created specifically for the client, unless the work order specifies a licence instead (e.g., for ongoing frameworks).

- Consultancy materials retained: The Consultancy retains all rights to pre-existing materials, templates, methods, tools, know-how, and general insights developed independently of the client engagement, including reusable frameworks and anonymised learnings.
- Portfolio/reference use: The Consultancy may reference the client name and a high-level description of the engagement (without confidential details) only with the client's prior consent.

15. Deliverables and acceptance

- Deliverables are deemed accepted unless the client provides written objections with reasonable detail within 7 calendar days of delivery (or within a different period specified in the work order). If objections are raised, the parties will agree on reasonable revisions within scope.
- Consulting services are provided on a best-effort basis. Outcomes depend on factors outside the Consultancy's control, including client decisions, implementation, third-party actions, and regulatory or market developments. The Consultancy does not guarantee specific results.

16. Limitation of liability

To the maximum extent permitted by law:

- The Consultancy's total liability for any claim arising out of or relating to an engagement is limited to the total fees paid by the client for that engagement in the six (6) months preceding the event giving rise to the claim.
- The Consultancy is not liable for indirect, consequential, or special damages (including loss of profit, revenue, goodwill, or business opportunity).
- Nothing in these Terms limits liability where limitation is not permitted under applicable law.

17. Governing law and jurisdiction

These Terms and Conditions and any disputes arising from them are governed by the laws of Greece. The courts of Greece shall have jurisdiction, unless mandatory consumer protection rules apply.

18. Entire agreement and amendments

- These Terms and Conditions, together with the applicable work order, constitute the entire agreement for the engagement.
- Amendments must be agreed in writing (email sufficient).

19. Contact

Legal entity: Anna Klissouras Solutions Single Member PC (trading as Cutcross)

Address: Fragkokastelou 12, 73133 Chania, Greece

VAT number: EL 802207592

Email: hello@cutcross.com

Website: www.cutcross.com