



**Terms and conditions**

**G-Cloud 14**



# Terms & Conditions

1. Our written Proposal (or Statement of Work) will set out the Services Web Usability will deliver. This Proposal will form the basis of the Contract between Web Usability and the Client.

2. Our fee for the provision of these services will be set out in the proposal.

3. Additional work not identified in the Proposal would be charged at Web Usability's standard rates (£1,050 for directors, £950/day for senior consultants, £850/day for consultants and facilitators, £350/day for support staff). Additional expenses are charged at cost.

4. VAT will be added to all charges at the rate prevailing at the time of invoicing.

5. The invoicing payment schedule will be set out in the Proposal.

6. Payment will be due within 30 days on the presentation of our invoice

7. Interest on monies invoiced but unpaid after 30 days will be charged interest at 2% above the base rate of the Bank of England until such time as payment is made in full.

8. Web Usability will set out the responsibilities of the client in the Proposal. Web Usability shall not be liable for any failure, delay or defect in the provision of the Services which is caused or contributed to by the Client failing to comply with these responsibilities or: any other actions or omissions of the Client (or any third party appointed by or under the control of the Client).

9. In the case of any such failure or delay, the timetable or any completion date agreed by the parties for the work specified in the Proposal shall be extended to a date to be agreed by the Client and Web Usability. The Client shall be responsible for paying any additional costs incurred by Web Usability as a result.

10. Web Usability reserves the right to substitute any personnel with another similarly qualified/experienced person.

11. Web Usability's total liability for any loss or damage caused as a result of its negligence or breach of the contract shall not exceed the fee for the work set out in the proposal. NB Web Usability does not exclude liability for death or personal injury arising from its own negligence, fraud or fraudulent misrepresentation or for any other loss which it is not permitted to exclude under law.

12. The client will give 4 weeks' notice of any intention to terminate this Contract. In the event the Client elects to terminate the contract the Client shall pay Web Usability the agreed early termination fee specified in the Proposal.

13. For the duration of the contract and for a period of twelve months after the termination of the contract the Client agrees not to entice or solicit away any employee or independent contractor of Web Usability with whom the buyer had contact. If the client breaches this agreement and as a result any employee or independent contractor leaves the employment of Web Usability, the Client shall pay to Web Usability a sum equal to one year's basic salary or annual fee that was payable by Web Usability to that employee or independent contractor (such sum to be calculated as at the date the employee or independent contractor left the employment).

14. Any Intellectual Property Rights in existence at the Commencement of the contract shall remain vested in the Party in which they vested at the Commencement Date and nothing in this Agreement shall be construed as assigning or otherwise transferring any Intellectual Property Rights vested in one party to the other party.

15. Web Usability shall not be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemics, governmental action or any other event that is beyond the control of the Party in question.

16. The Contract between Web Usability and the Client shall be governed by, and construed in accordance with, the laws of England and Wales.



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