

Terms of Business – Zeb Consultancy Limited

1. Services

Zeb Consultancy Limited (the “Provider”) will provide services as agreed in the scope of works set out in the Call-Off Agreement (the “Services”) so far as is reasonably practicable within an agreed timescale, using reasonable skill, care and diligence. The Provider’s Staff will not require or be subject to supervision; direction or control as to their daily activities or the manner of performance of the services thereof by the Consumer, and the Provider itself accepts the responsibility for the proper provision of the Services. The Provider is responsible for maintaining reasonable continuity in personnel providing Services on its behalf but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period and the Provider remains responsible for Services performed by any individual on its behalf.

2. Copyright and Intellectual Property Rights

Deliverable’ means a work produced by the Provider in the course of the Services. Where pre-existing works are incorporated in any Deliverable, the Consumer has a non-exclusive irrevocable worldwide royalty free licence to use, modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Consumer upon payment of all fees due to the Provider that relate to that Deliverable, and the Provider will execute (within a reasonable time) a formal assignment thereof on request by the Consumer.

3. Charges and Payment

Timescales or estimates are subject to change if based on incorrect information provided by the Consumer, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Consumer fails to operate correctly.

All sums due shall be invoiced and paid as specified in the Call-Off Agreement and Order Form. Unless otherwise specified, where payment is on a time and materials basis, the Provider may invoice monthly. If any of the Provider’s invoices becomes overdue, the Provider may immediately suspend provision of the Services upon giving written notice to the Consumer of such suspension and the reason for it, and any agreed timescale for delivery of the Services will be automatically extended.

The Provider may also terminate an engagement at any time when any payment is more than 7 days overdue. All sums due shall be invoiced and paid as specified in the Quotation. The Consumer will pay the Provider’s invoices within 30 days.

4. Liability

Neither party excludes liability for death, personal injury, fraud, repudiatory breach, or otherwise where it is not lawful to do so. Subject thereto, (a) neither party shall be liable for any loss or damage in excess of the higher of (a) £100,000, and (b) 125% of the total fees payable in respect of an engagement; (b) each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings; and (c) any liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is expressly excluded.

5. Termination

Either party may terminate any engagement by one month’s written notice to the other, or by immediate written notice if the other is in material breach or if the other becomes insolvent.

6. Non-poaching of staff

Neither the Provider nor the Consumer will engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner, or sub-contractor of the other and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement (unless the Provider and Consumer agree otherwise in writing).

7. Terms

A contract for an engagement formed on the basis of a Call-Off Agreement referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Consumer is intended for the Consumer’s own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

8. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser’s consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, and free of any obligation of confidentiality, or (ii) information independently developed or acquired by the receiver, without reference or access to the discloser’s confidential information, and free of any obligation of confidentiality, or (iii) information which becomes public knowledge without fault on the part of the receiver, or (iv) disclosures made to the extent required by some applicable legal or regulatory requirement.

9. Status

The Consumer is a client of a business undertaking carried on by the Provider, and it is not the intention of either to create or allow to arise any employee/employer relationship between the Consumer and any individual providing Services on behalf of the Provider.

10. Agency Workers Regulations 2010 (‘AWR’)

The Provider is a business carried on by (and substantially owned by) the individual(s) who it is envisaged will have primary responsibility for the provision of the Services. If any supervision and direction of any individual providing Services on behalf of the Provider is required, the Provider is responsible for providing such supervision and direction. No individual providing Services on its behalf will work under the supervision and direction of the Consumer. The understanding and intention of all parties is that no individual providing Services on behalf of the Provider will be an ‘agency worker’, within the meaning of AWR, and that AWR will not apply in respect of any engagement under these Terms.

11. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

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