



Terms and conditions

26 April 2024

Terms and conditions

Interpretation

In these conditions the following words and phrases have the following meanings:

- 1.1** "Conditions" means these Terms and Conditions together with any related Statement of Work and any other attachment hereto.
- 1.2** "Confidential Information" means data and any information (or copy or part thereof) relating to a party's propriety, legal, business or technical matters, including but not limited to Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, Client details, marketing and product plans, software or information ascertainable by the inspection of analysis of samples, whether disclosed in writing, orally or by any other means to one party ("the Receiving party" by the other party ("the Disclosing party"), before or after the date of the Commencement Date.
- 1.3** "Contract" means any Contract, Master Services Agreement, the Client's Purchase Order and Inform's acceptance of it under clause 2 subject to these conditions.
- 1.4** "Consultancy Services" means project based professional services provided by Inform to the Client.
- 1.5** "Commencement Date" means the date (a) a Statement of Work is agreed and signed or (b) the date the Services are first delivered.
- 1.6** "Client" the organisation placing a Purchase Order with Inform.
- 1.7** "Data Protection Legislation" means (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
- 1.8** "DPA" 2018 means Data Protection Act 2018.
- 1.9** "Delivery" means the date when the Services are delivered to the Client or where the Client is not ready to take delivery of the Services then the date that Inform advises the Client that the Services are ready.
- 1.10** "Documentation" means all materials or products produced by Inform (however recorded) including designs, plans, instructions and descriptions, training material and assets to be supplied with the Services.
- 1.11** "Expenses" means any business-related costs incurred as part of the delivery of Inform Consultancy. Typical expense costs relate to travel, accommodation and sustenance.
- 1.12** "Force Majeure" means any circumstances beyond the reasonable control of Inform, including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors.
- 1.13** "GDPR" means the General Data Protection Regulation (Regulations (EU) 2016/679).

- 1.14** “Inform” means Inform Limited, trading as The Inform Team (Company registration no 08393796) whose registered office address is 64 Kennington Oval, London SE11 5SW.
- 1.15** “Intellectual Property Rights (IPR)” means all right, title and interest in and to the Services (including any deliverables) and all copyright, patent, trademark, design rights (in each case whether registered or unregistered) and all documents, data, drawings, specifications, computer programs, source code, object code (Software), know how, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto.
- 1.16** “Invoice Charge” means the total amount payable by the Client to Inform for the supply of Services entitled to be charged in accordance with these Conditions and as specified in a Statement of Work.
- 1.17** “Personal Data” means any information relating to an identified or identifiable natural person. “Project Closedown Process” the process of system checking signed by Inform at the completion of any project.
- 1.18** “Pre-existing IPR” means all Intellectual Property Rights of Inform existing prior to the Commencement Date or which arise or are developed otherwise than as a direct result of providing the Services to the Client.
- 1.19** “Purchase Order” means a Client’s request for the supply of the Services including the acceptance of an Inform quotation, a Client’s instruction to proceed with the supply of Services or any other confirmation from the Client to proceed with a Purchase Order which is accepted by Inform.
- 1.20** “Services” means the services supplied by Inform to the Client under a Purchase Order or Statement of Work.
- 1.21** “Standard Working Day” means a standard working day between Monday to Friday, (excluding any UK bank holidays) and between the hours of 09:00 to 17:30 allowing 1 hour for a lunch break.
- 1.22** “Statement of Work (SOW)” means a statement of work in place between the Parties under which Inform shall provide Services to the Client.
- 1.23** “Workers” means an employee, agent, subcontractor or officer of Inform or a person contracted and provided by Inform to the Client.
- 1.24** “Working Days” a day when banks in the City of London are open for business.

2 Delivery and acceptance

2.1 General

- 2.1.1** Inform Limited shall supply to the Client the Services specified in a Statement of Work upon the terms of these Conditions.
- 2.1.2** The provisions within a Statement of Work shall prevail over the provisions within the main body of these Conditions to the extent of any conflict between them. All applicable terms are set out in the Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any Purchase Order, confirmation of order, specification or other document and including, to the extent permitted by applicable law, all implied terms and conditions).
- 2.1.3** Where Inform Limited introduces a Third Party into the relationship, for example, for the provision of a specialist service, and the Third Party terms are less favourable than those detailed within these conditions, Inform Limited will incorporate those terms into a Statement of Work.

- 2.1.4 Prices quoted are valid for the period specified in a Statement of Work. If unspecified, the price is valid for 30 days.
- 2.1.5 Purchase Orders constitute an offer by the Client to purchase the services subject to these conditions. The Client must ensure that its Purchase Order is complete and accurate.
- 2.1.6 All delivery dates or periods agreed or stated are approximate only. While Inform shall use its best endeavours to honour these dates, it shall not be liable whatsoever for any loss or damage sustained by the Client as a result of Inform's failure to deliver by such date. If the Client refuses delivery without Inform's agreement, it must reimburse Inform for any consequential expenses, loss or damages.

2.2 Services

- 2.2.1 The provision of Inform Consultancy Services will be agreed and scheduled with the Client subject to 2.1.6 above and as specified in the Statement of Work.
- 2.2.2 Once scheduled, the fees at clause 9 shall apply to any cancellation or alteration requested by the Client.
- 2.2.3 Inform's Consultancy Services will be deemed accepted by the Client by applying the acceptance criteria specified in the Statement of Work.
- 2.2.4 Throughout the delivery of Inform's Consultancy Services, Inform Limited reserve the right to substitute individual consultants, with an alternative who has the same level of skills and experience.

3 Price and Payment

- 3.1 Price lists do not constitute an offer by Inform to the Client.
- 3.2 Inform reserves the right to increase or vary price lists from time to time, or in accordance with any increase or variance in its own costs, including, but not limited to, labour, services or transport.
- 3.3 Inform reserves the right to issue invoices based on:
 - 3.3.1 A percentage of project value prior to delivery, on commencement and at agreed points during the project
 - 3.3.2 End of a week in arrears; or
 - 3.3.3 End of a month in arrears; or
 - 3.3.4 End of a project in arrears; or
 - 3.3.5 On achievement of defined milestones
- 3.4 Payment is due strictly within thirty (30) days from the date of invoice.
- 3.5 If payment is not received within thirty (30) days from the date of invoice, Inform reserve the right to:
 - 3.5.1 Claim interest at the rate applicable at the time and commercial debt recovery costs in accordance with late payment legislation, including the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time and:
 - 3.5.2 Suspend with immediate effect the delivery of further services, including unfulfilled portions of existing projects or Purchase Orders.

- 3.6** Prices are subject to VAT at the rate prevailing at the time of the invoice.
- 3.7** Inform shall charge the Client for costs incurred during the delivery of its services as specified in the Statement of Work.

4 Working hours

- 4.1** Inform shall undertake the services during standard working days
- 4.2** All services provided during the standard working day shall be charged as outlined in the Statement of Work.
- 4.3** Any time and materials-based services agreed to be provided outside of the standard working days shall attract an uplift as follows:
- 4.3.1** Weekday – 1 time standard / agreed rate
- 4.3.2** Saturday – 1.5 times standard / agreed rate
- 4.3.3** Sunday or Bank Holiday – 2.0 times standard / agreed rate

5 Intellectual Property Rights (IPR)

- 5.1** All pre-existing IPR will vest in and remain absolutely the property of Inform and nothing in these conditions shall confer any rights on the Client in respect of such pre-existing IPR.
- 5.2** Any and all of the IPR developed specifically for the Client shall be and shall remain the sole property of the Client and Inform shall not at any time dispute such ownership.
- 5.3** The terms and obligations imposed by this Clause 5 shall survive the expiry or termination of the Contract for any reason.

6 Client obligations

- 6.1** The Client shall:
- 6.1.1** Co-operate with Inform in all matters relating to the services and appoint a project manager, who shall have the authority to contractually bind the Client on matters relating to the service.
- 6.1.2** Provide in a timely manner such access to the Client's premises, people, equipment and data, and such office accommodation and other facilities, as requested by Inform and as specified in the Statement of Work.
- 6.1.3** Provide in a timely manner such information as Inform may request, and ensure that such information is accurate in all material respects; and
- 6.1.4** Be responsible for preparing the relevant premises for the supply of the services.
- 6.1.5** Comply with any pre-requisite obligations specified by Inform in any Statement of Work, or subsequent specification which may only come to light after acceptance of the Statement of Work.
- 6.2** If Inform's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client or the Client's agents, sub-contractors or employees, the Client shall in all circumstances, be liable to pay to Inform on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Inform confirming such costs, charges and losses to the Client in writing.

- 6.3** If the Client wishes to change the scope of the services, it shall submit details of the requested change to Inform in writing.
- 6.4** If the Client requests a change to the scope of the scope or execution of the services, Inform shall, within a reasonable time, provide a written estimate to the Client of:
- 6.4.1** The likely time to implement the change
 - 6.4.2** Any variations to Inform's charges arising from the change.
 - 6.4.3** The likely effect of the change on the service or Statement of Work.
 - 6.4.4** Any other impact of the change on the terms of the Contract.
- 6.5** If the Client wishes Inform to proceed with the change, Inform has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the scope of works and any other relevant terms of the Contract to take account of the change.
- 6.6** If Inform requests a change to the scope of the services, the Client shall not unreasonably withhold or delay consent to it.

7 Confidentiality

- 7.1** Neither party may use or disclose the other party's confidential information or such information reasonably obvious to be confidential, except solely in the performance of its own obligations or rights provided under these terms or as provided in clause 7.2
- 7.2** Either party may disclose the confidential information of the other if:
- 7.2.1** Required to do so by law or any regulatory authority provided that where lawful that party promptly notifies the disclosing party of such requirement and co-operates with the disclosing party regarding the manner, scope or timing of such disclosure or any action that the disclosing party may take to challenge the validity of any such requirement; and
 - 7.2.2** any other person whose duties reasonably require such disclosure for the performance of the Contract on the strict condition that each such person to whom such disclosure is made is informed of the obligation of confidentiality under these conditions and complies with those obligations as if they were bound by them.
- 7.3** Inform is entitled to use the Client's name for any reasonable marketing purposes with the Client consent.

8 Non-solicitation

- 8.1** During the term of the Contract and for a period of (a) six (6) months after its expiry or termination or (b) if later, the last day of provision of the services, the Client undertakes that it will not, without Inform's prior written consent directly or indirectly solicit or offer employment or engagement to any worker who at the time of such action or during a period of twelve (12) months immediately preceding such action was directly involved in the provision of services to the Client.

9 Cancellations

- 9.1** If the Client wishes to cancel a Purchase Order or Statement of Work or any part of it for any reason less than ten (10) or less working days before the specified delivery date, Inform reserves the right to charge a cancellation fee at its discretion of 100% of the Invoice Charge.

- 9.2** If the Client wishes to cancel the Purchase Order or Statement of Work or any part of it for any reason on after the point at which dates of engagement are confirmed then Inform reserves the right to charge the Client for any loss and expenses by Inform as a result of such cancellation.
- 9.2.1** A Purchase Order or Statement of Work will only be deemed to be cancelled where Inform receives written notice of such cancellation detailing those parts of the Purchase Order to be cancelled. This must be directed to the Clients point of contact within Inform, and copied to hello@theinformteam.com.
- 9.2.2** The parties agree that the cancellation fees stated in this clause 9 are a genuine estimate of the losses that Inform will incur in the event of a cancellation by the Client.

10 Freedom of Information (FOI)

- 10.1** These conditions are entirely without prejudice to the obligations of the Client under the provisions of the Freedom of Information Act 2000 (including any subordinate legislation made under such Act and any Codes of Practice and/or Guidance issued by the Information Commissioner or any relevant Government Department). ("the Act") and any disclosure of Confidential Information by the Client pursuant to an obligation under the Act shall not be a breach of these conditions.

11 Limitation of liability – Inform

- 11.1** The following provisions set out the entire financial liability of Inform (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:
- 11.1.1** Any breach of the Contract howsoever arising;
- 11.1.2** Any use made by the Client of the Services, the Documentation or any part of them; and
- 11.1.3** Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.
- 11.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3** Nothing in these conditions excludes the liability of Inform:
- 11.3.1** for death or personal injury caused by Inform's negligence;
- 11.3.2** for fraud or fraudulent misrepresentation;
- 11.3.3** for any other matter for which it would be illegal to try to exclude liability for.
- 11.4** Subject to clause 9, Inform shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), Contract, misrepresentation (whether innocent or negligent) or otherwise for:-
- 11.4.1** loss of business; or
- 11.4.2** depletion of goodwill or similar losses; or
- 11.4.3** loss of anticipated savings; or
- 11.4.4** loss of goods; or
- 11.4.5** loss of Contract; or
- 11.4.6** loss of use; or

- 11.4.7 loss or corruption of data of information; or
- 11.4.8 any special or pure economic loss, costs, damages, charges or expenses.
- 11.5 Inform's total liability in Contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to:
 - 11.5.1 the price actually paid by the Client for the services in any one (1) year; or
 - 11.5.2 £50,000 Whichever is the lesser.

12 Limitation of liability – Client

- 12.1 The Client liability in Contract (but not in respect of any indemnities), tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation, restitution or otherwise arising in connection with the Contract shall be limited to:
 - 12.1.1 £50,000; or
 - 12.1.2 the total Invoice Charge in respect of the Contract plus VAT
- 12.2 whichever is the lesser.

13 Data Protection Legislation

- 13.1 In circumstances where Inform obtains, uses or is required to disclose Personal Data about the Client in order that Inform may discharge the services agreed between the parties and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal compliance then Inform agrees to comply with the requirements of the Data Protection Legislation in its entirety including but not limited to technical and organisational security measures, confidentiality, access requests and breach notification. The Client has the right under Data Protection Legislation, to the data Inform will hold.

14 Termination

- 14.1 Inform may terminate the Contract immediately by serving the other party with a written notice if:
 - 14.1.1 The Client commits any material breach of these conditions which is capable of remedy is not remedied within twenty one (21) days of Inform providing the other with a written notice specifying the breach and requiring its immediate remedy; or
 - 14.1.2 A resolution is passed or a petition presented or an order made for winding up of the Client (except for the purpose of a bona fide reconstruction or amalgamation) or if an application is made for the appointment of an administrator or the Client becomes subject to an administration order or a receiver is appointed over its property or assets, or it comes insolvent or would be taken as insolvent under Section 123 of the Insolvency Act 1986 or is dissolved or otherwise threatens or ceases to carry on business.
 - 14.1.3 Inform reasonably believes the Client is about to experience any of the events above.
- 14.2 Inform may terminate the Contract immediately by serving the Client with a written notice if the Client fails to pay any invoice as defined in clause 3.5.

- 14.3** On termination of the Contract for any reason each party shall return or delete any of the other party's Confidential Information and provide the other party with a written notice certifying compliance with sub-clause 7.2.

15 Discrimination

- 15.1** Both Parties shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.

16 Force Majeure

- 16.1** Inform will not be in breach of these conditions or otherwise liable to the Client for any delay in the performance or any non-performance of any obligations under the Contract (and time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure.
- 16.2** If a Force Majeure event prevents a Party from performing its obligations under this Contract for more than thirty (30) consecutive days, the other Party may terminate this Contract with immediate effect by written notice.

17 Compliance with relevant requirements

- 17.1** Inform and the Client shall:
- 17.1.1** comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
 - 17.1.2** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 17.1.3** have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements will enforce them where appropriate;
 - 17.1.4** provide such supporting evidence of compliance as Inform may reasonably request.
- 17.2** Breach of this clause 17 shall be deemed a material breach.
- 17.3** For the purpose of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively.

18 General

- 18.1** These Conditions set out the entire agreement and understanding between the parties in connection with its subject matter. In particular, the Client acknowledges that these conditions supersede any previous agreement between the parties and represent the entire understanding between the parties and the Client acknowledges and agrees that it has not entered into the Contract in reliance upon any representations, agreement, statements, replies to specific enquires

made or alleged to have been made by Inform at any time provided that nothing in these conditions shall affect the liability of either party in respect of any misrepresentation warranty or condition that it makes fraudulently.

- 18.2** These Conditions may not be amended modified varied or supplemented except by written agreement signed by or on behalf of both parties.
- 18.3** Failure by either party to exercise or enforce any rights or the giving of any forbearance delay or indulgence will not be construed as a waiver of its rights under the Contract or otherwise.
- 18.4** If any part of these conditions shall be found to be unlawful, void or voidable it shall be severed from the Contract and shall not affect the validity or enforceability of the remainder of these conditions.
- 18.5** Each party shall ensure that in the performance of its obligations under the Contract it will at all times comply with the Data Protection Legislation.
- 18.6** These conditions insofar as they have not been performed at or are capable of taking effect after shall remain in full force and effect notwithstanding Termination.
- 18.7** Notices under these conditions shall be in writing and delivered personally or sent by first class pre-paid recorded delivery to the other party's registered office address or such other address as a party may from time to time specify. Notices sent in accordance with this clause.
- 18.8** shall be deemed to be delivered forty eight (48) hours (excluding Saturdays, Sundays and public holidays) after posting.
- 18.9** Nothing in these conditions shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 18.10** These conditions shall be interpreted and operated in accordance with the Law of England and the parties submit themselves to the jurisdiction of the English Courts.

20 Applicable Law

- 20.1** These Conditions shall be governed by and construed in accordance with English law and each party to these Conditions submit to the exclusive jurisdiction of the English courts.

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