

urban innovation labs Standard Terms and Conditions

1. Introduction

- 1.1 These Terms ("Terms") are those on which urban innovation labs, the trading name of Kudu Consultancy Ltd. (No9869407) (the "Company", "we" or "us") shall provide services (the "Services") to you. The details of the Services are described in our letter and proposal to which these Terms are attached ("Scope of Work"). These Terms together with letter, the Scope of Work and any amendments under Clause 2.7 form the agreement between the Company and you ("Agreement").
- 1.2 In the event of any inconsistency between these Terms and the Scope of Work, these Terms shall take precedence over the Scope of Work.
- 1.3 Any capitalised terms not defined in these Terms shall have the meaning given to them in the Scope of Work.

2. Scope of Services

- 2.1 The Services shall be as set out in the Scope of Work. You agree that we may sub-contract some or all of the Services to a suitably qualified third party.
- 2.2 We shall ensure that the Services are provided in accordance with the standard of skill and care which a competent and suitably qualified person performing the same services could reasonably be expected to exercise, and in accordance with all relevant legislative and statutory requirements in effect at the date on which the Services are performed.
- 2.3 You agree to use all reasonable endeavours to:
 - 2.3.1 undertake the timely performance of your obligations as set out in these Terms and the Scope of Work;
 - 2.3.2 co-operate in a timely manner in order to enable us to provide the Services; and
 - 2.3.3 provide us with the access to your staff, premises and data we reasonably request in order for us to perform the Services.
- 2.4 You agree that any times and/or dates set out in the Scope of Work are intended as an estimate only, and further that the delivery of the Services is dependent upon your co-operation, including in accordance with clause 2.3.
- 2.5 You shall promptly inform us of any matters of which you become aware which are likely to affect our ability to perform our obligations under the Agreement and/or provide the Services.
- 2.6 We shall not be liable for any loss, damage, cost or expense suffered or incurred by you in relation to any delay in the provision of the Services. If there is likely to be any delay in the provision of the Services we will give you as much notice as is reasonably practicable.
- 2.7 The parties may, by agreement in writing, agree to amend the Services. Any such amendment shall form part of the Agreement and be subject to these Terms.
- 2.8 The Contract shall come into force upon the Effective Date and shall continue until:
 - 2.8.1 all Services have been completed;
 - 2.8.2 all Deliverables have been delivered; and
 - 2.8.3 all Charges have been paid in cleared funds upon which it will terminate automatically, subject to Termination in Clause 6.

3. Payment and Invoices

- 3.1 The price for Services is as set out in the Scope of Work (the "Fee"), and is exclusive of any expenses (as further described in the Scope of Work). The Fee is also exclusive of value added tax and all other levies, duties and taxes ("VAT"), which you shall pay.
- 3.2 The Application for Payment by invoice of the Fee shall be made on the due date(s) for payment or completion of the relevant milestone as set out in the Scope of Work.
- 3.3 On (as applicable) each due date for payment or completion of a milestone, the Company shall invoice you for the agreed proportion of the total Fee payable (together with any VAT and chargeable expenses) as set out in the Scope of Work. You shall pay the Fee (together with any VAT and chargeable expenses) within 30 days of the receipt of the invoice.
- 3.4 If you fail to pay any amount which is payable to the Company under the Agreement, the Company may, without prejudice to any of its other rights, charge interest on the amount outstanding from the due date until payment is cleared (both before and after any judgment) at the rate of 3 per cent per annum above the base rate for the time being of HSBC Plc.

4. Project Information

- 4.1 All information including, but not limited to, all technical and other information, know-how, methodologies, software applications, materials, literature, documents, presentations, data outputs and models supplied by or on behalf of either you or the Company for the purpose of these Services ("Project Information") shall remain the absolute property of the party supplying that Project Information (or its licensors). All intellectual property rights in the Project Information shall remain the absolute property of the party supplying that Project Information (or its licensors, as applicable).
- 4.2 All intellectual property in the documents, data, information, presentations, software applications, materials, models, reports and deliverables provided to you by or on behalf of the Company ("Deliverables") shall belong to the Company (or its licensors).
- 4.3 Subject to clause 4.4, we agree that you may use and reproduce the Deliverables for the purposes of your internal business and may disclose the Deliverables to your subsidiaries, employees, professional advisers and contractors for the purposes of implementing any of the recommendations set out in the Deliverables. For the avoidance of doubt, internal business means for your internal business or the internal business of any of your subsidiary companies.
- 4.4 You shall not (unless we have given our prior written consent) publish or disclose (otherwise than pursuant to clause 4.3) and shall ensure that your employees, professional advisers and contractors do not publish or disclose the Company's Project Information and/or the Deliverables (whether in whole or in part), including any adaptation or modification thereof.

5. Confidentiality

- 5.1 Subject to clauses 5.3 – 5.7 each party shall during the Agreement and for a period of three years from the termination of the Agreement keep confidential all information (whether oral or written, in whatever form or media and whether disclosed before or after the date of the Agreement) which is disclosed to it by or on behalf of the other party regarding such other party and/or its Group (including information relating to the disclosing party's business, operations, activities, products, services, procedures, methodologies, know-how, intellectual property, clients and/or suppliers) or the Services ("Confidential Information").
- 5.2 For the purposes of this clause 5, "Group" in relation to a party means every company that is, from time to time, a subsidiary or holding company of that party or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the same meanings as given to them by section 1159 of the Companies Act 2006 or any superseding enactment).
- 5.3 Each party shall use the other party's Confidential Information and disclose it to third parties only to the extent required for the performance of the Services, unless such other party has given its prior written consent to further use or disclosure. The parties agree that the foregoing consent is not required in respect of disclosures required by any law or court order or disclosure to either party's Group (or, in the case of the Company, for general internal use by its Group).
- 5.4 Prior to disclosing any Confidential Information to a third party in accordance with clause 5.3, the disclosing party shall inform such third party of the confidential nature of the Confidential Information and require the third party to be bound by obligations of confidentiality equivalent to those in these Terms.
- 5.5 The Company may without requiring your prior written consent publish information (which shall not in any way identify you) about the Services or Deliverables.
- 5.6 Clauses 5.1 and 5.3 shall not apply to the Confidential Information of a party which is disclosed by the other where such Confidential Information:
 - 5.6.1 was, by reasonable proof, already in the possession of the disclosing party prior to the time of its receipt from the other party;
 - 5.6.2 is or becomes public knowledge other than by the default of the disclosing party (or its officers, employees secondees or advisers); or
 - 5.6.3 is lawfully obtained by the disclosing party from a third party who is able to disclose it without being in breach of any confidentiality obligation.
- 5.7 Where a party (or their agents or advisers) is compelled by law or government direction to disclose the other party's Confidential Information, the party so compelled shall inform the other party as soon as reasonably practicable and comply with the reasonable directions of the other party regarding the manner, timing and content of such disclosure.

- 5.8 The parties shall comply with their obligations under the Data Protection Act 1998, to the extent applicable under the Agreement.

6. Termination

- 6.1 Each party may terminate the Agreement without notice if the other party:
- 6.1.1 ceases or proposes to cease to carry on its business;
 - 6.1.2 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as and when they fall due or admits its inability to do so or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing applies; or
 - 6.1.3 commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a solvent amalgamation or reconstruction; or
 - 6.1.4 (being a company) is subject to a petition being filed, notice being given, a resolution being passed or an order being made for its dissolution or winding up, other than for the sole purpose of a solvent amalgamation or reconstruction; or
 - 6.1.5 (being a company) is the subject of a notice of intention to appoint an administrator, receiver or liquidator, an application is made to court or a court order is made for such appointment or such an appointment is made.
- 6.2 The Agreement may be terminated:
- 6.2.1 by the Company upon 5 days written notice, for breach by you of any of clauses 2.3, 3, 4 and 5 and by either party upon 5 days written notice for any other material breach of the Agreement;
 - 6.2.2 by either party upon 15 days written notice for any other breach provided that such breach is not remedied within the period of the notice;
 - 6.2.3 by either party without notice if the other commits or participates in any offence under the Bribery Act 2010 in relation to this or any other contract between the parties (and where the Company terminates it shall be entitled to recover from you the amount of any loss arising or resulting from such termination and/or from your commission of or participation in such offence and the amount of value of any such gift, consideration or commission); and
 - 6.2.4 upon 21 days written notice if we become aware that you have been subject to a merger, take-over or change of control (where we have not confirmed in advance in writing that such event is acceptable to the Company).
- 6.3 Either party shall be entitled to terminate this Agreement upon giving 1 month's prior written notice to the other party PROVIDED that you cannot give notice where there is any unpaid Fee.
- 6.4 If the Agreement is terminated, you shall be liable to the Company for all Fees accrued and expenses incurred by the Company relating to any work-in-progress up to the date of termination.
- 6.5 The termination of the Agreement shall be without prejudice to (i) the rights and remedies of either party which may have accrued up to the date of termination and (ii) any obligations of either party which by their nature are intended to continue after such termination.

7. Limitations

- 7.1 We shall not be liable under the Agreement for:
- 7.1.1 economic loss including, but not limited to, loss of profits, anticipated savings, revenues, goodwill, production, business, contracts or opportunities, or corruption of any data, database or software; or
 - 7.1.2 any indirect or consequential loss howsoever arising even if such loss was reasonably foreseeable.
- 7.2 Subject to clause 7.3, the Company's total aggregate liability under or in connection with the Agreement (howsoever arising) shall under no circumstances exceed the Contract Value
- 7.3 Nothing in the Agreement shall exclude or limit liability for death or personal injury or for any loss or damage as a result of fraud.
- 7.4 The express terms of the Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

8. General

- 8.1 Third Party Rights - For the purpose of the Contracts (Rights of Third Parties) Act 1999, the parties agree that they do not intend any term of the Agreement to be enforced by third parties.
- 8.2 No Agency - Neither party shall represent itself as the agent of the other for any purpose whatsoever, nor shall it have the authority to create or assume any obligations of any kind for or on behalf of the other party.
- 8.3 No Partnership - Nothing in the Agreement is intended to, or shall, constitute a partnership in law or joint venture between the parties.
- 8.4 Transfer of rights/obligations - You shall not transfer, assign, sub-contract or novate the Agreement (whether in whole or in part) without our prior written consent.
- 8.5 Force Majeure - We shall not be held liable for failure to provide the Services in the event of unforeseeable circumstances or the occurrence of any events outside of our reasonable control. Where such events or circumstances occur and continue for twelve weeks or more, either party shall be entitled to terminate the Agreement without liability (other than as set out in clause 6.4 and 6.5).
- 8.6 Entire Agreement - The Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior representations, statements, negotiations, understandings and undertakings (whether written or oral). No variation of the Agreement shall be binding unless made in writing and signed by each party.
- 8.7 Execution in Counterpart - This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 8.8 Waivers - Any waiver of any provision of the Agreement shall be effective only if in writing and signed by both parties. No waiver shall constitute a continuing waiver.
- 8.9 Governing Law and Jurisdiction - The Agreement shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 8.10 Severance - If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.
- 8.11 Notices - All notices given under the Agreement shall be in writing and sent to the party at the address set out in the letter forming part of the Agreement, or to such other address as the relevant party may designate by notice. All notices shall be delivered personally by hand or sent by first class pre-paid letter or facsimile transmission and shall be deemed to have been delivered (i) if by hand, upon delivery, (ii) if by first class post, 48 hours after posting, and (iii) if by facsimile transmission, on the day of transmission if sent before 5 p.m. on a working day and otherwise on the next working day.
- 8.12 Survivorship - the provisions of clauses 2.6, 3.4, 4, 5, 6.4, 6.5 and 7 shall survive the expiry or termination (for whatever reason) of the Agreement.
- 8.13 Interpretation - Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the Agreement.