



THEORY TECH

Terms & Conditions

Release 1.0

May 2024

Document Control

Document Name	Theorytech Terms and Conditions
Publication Date	01/05/2024
Version	1.0

Change History

Version	Date	Revisions
1.0	01/05/2024	

1. DEFINITIONS

1.1. Terms. Throughout this Agreement the following terms shall have the meanings given to them:

we, us, our	TheoryTech Limited
you, your	The parties to this Agreement (excluding TheoryTech Limited)
Agreement	The agreement between you and us formed by these Terms and Conditions, the engagement letter, and any schedules to these
Deliverables	All documents and other materials that we have agreed to
Expenses	Additional business-related costs incurred by us in the provision of the Services and additional to the Fees (including, but not
Fees	The charges made for the provision of the Service.
Services	The consultancy services provided by us under the terms of the Agreement and defined in the engagement letter.
Working Days	Every day excluding Saturdays, Sundays, and public/bank holidays

1.2. These terms will be shown throughout this document with initial capital letters.

1.3. Terms given in the singular shall include the plural (and vice-versa).

1.4. Law and jurisdiction. Unless otherwise agreed, all Agreements shall be governed by and construed in accordance with the law of England and you hereby agree to accept the exclusive jurisdiction of the English Courts.

1.5. Unless the context otherwise requires, references to the singular include the plural.

1.6. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Agreement

2.1. This Agreement shall be deemed to apply to any Services begun prior to execution and, upon execution, this Agreement supersedes any letters of intent or other instructions to proceed issued in respect of the Services, whether given orally or in writing.

2.2. Duration. You agree to engage us for the provision of the Services for the duration of this Agreement.

3. Supplier Obligations

3.1. Services. We warrant that: we will exercise reasonable skill and care in carrying out Services procured via the G-Cloud; we will use sufficiently experienced and qualified personnel; and

3.2. we will act honestly and properly in accordance with the standards expected of a professional services provider.

3.3. Maintenance and support. No maintenance or support will be provided for any Deliverables unless this has been specifically included as part of the Services.

-
- 3.4. ~~Subcontractors. We may engage individuals or organisations on a subcontract or consultancy basis, as we see fit in order to assist in the provision of the Services. We will remain solely responsible for the delivery of the Services.~~
- 3.5. Return of equipment. We shall return all equipment belonging to you in our possession at the end of the Agreement. We may retain copies of all materials relevant to the Services including any materials given to us by you or on your behalf.

4. Customer Obligations

- 4.1. Access. You shall provide to us all such information, materials, facilities, equipment, access to hardware and software systems, and cooperation, including site access, as we may reasonably require in order to complete the Services. You agree that such information equipment and accesses will be provided with promptness and accuracy.
- 4.2. Payment of Fees. You agree to pay the Fees, Expenses, and any applicable taxes including VAT for the duration of this Agreement.
- 4.3. Return of equipment. You shall return any equipment belonging to us in your possession at the end of the Agreement.

5. Fees and Payments

5.1. Currency. All Fees and Expenses will be in GBP.

5.2. Invoicing. We will submit monthly invoices in arrears for the Services provided. You agree to pay the invoices no later than 30 days after the invoice date unless you raise a dispute on all or part of an invoice. If a dispute relates to part of an invoice, the undisputed part shall be paid within 30 days whilst the disputed part is subject to resolution.

5.3. Taxes. Fees and Expenses are exclusive of standard-rate VAT. You agree to pay such VAT and other taxes as apply.

5.4. Non-payment. In the event of non-payment of invoices, we reserve the right to charge interest commencing 30 days after the invoice date. This shall be calculated on a daily basis at the annual rate of three per cent (3%) above the Bank of England Base Rate. Your liability under this clause is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

5.5. Title. Title to any equipment including hardware and software supplied to you as part of the Services shall belong to us until we have received payment of any relevant invoice issued under this Agreement.

5.6. Disputes. If you wish to dispute any part of an invoice, we must be notified in writing within ten (10) working days of the invoice date.

6. Confidentiality and Intellectual Property Rights

- 6.1. Confidentiality. We confirm that all information relating to your business and not otherwise in the public domain shall remain your property. We shall keep such information confidential and shall not disclose it to any third party without your express prior consent.
- 6.2. Ownership. Unless otherwise agreed, all reports, documents and advice submitted or offered to you in relation to the Agreement are for your sole and confidential use and may not be transmitted by any means or otherwise disclosed to any third party without our express prior written agreement.
- 6.3. Intellectual Property Rights. The patents, copyright, design rights, trademarks and trade names (whether registered or unregistered), moral rights and all other proprietary rights (whether existing now, or in the future, existing anywhere in the world, and any equivalent rights in any jurisdiction, including applications for the grant of any such rights or the right to apply for the same) in all computer programs, documentation and other materials as well as in any idea, discovery, design, concept, method, invention, or other work arising in the Deliverables or otherwise from our performance of the Services (whether conceived or developed individually or jointly with you and others) and any modifications or enhancements to the same (whether conceived or developed by us and/or you and/or a third party) shall belong to and be the absolute property of us. At our request and expense, you will do all such things and sign all documents reasonably necessary to enable us to obtain all such rights.
- 6.4. Perpetual licence. Subject to the payment of all Fees and Expenses due to us for the Services, we will grant to you a perpetual, non-transferable, non-exclusive, royalty-free licence to use, copy, modify and prepare derivative works of the Deliverables for your own internal business use only.
- 6.5. Other IPR. You acknowledge that in the course of our performance of the Services and/or production of the Deliverables, we may use our proprietary know-how, products, materials or methodologies (or those of a third party) and/or we may produce proprietary materials or methodologies that are not part of the Deliverables. You agree that you will not have nor obtain rights in such know-how, products, materials and methodologies except pursuant to a separate written agreement on terms to be agreed, and you agree to maintain the confidentiality of such items.
- 6.6. Our rights. In no event shall we be precluded from independently developing for ourselves or for others anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables. In addition, we will be free to use our experience, knowledge, skills, and understanding, and any ideas, concepts, and techniques that are acquired or used in the course of providing the Services.

7. General Liabilities

- 7.1. Our liability. You agree that our total liability, including interest, for all claims connected with the Agreement or the Services (including, but not limited to, negligence) is limited to three times the Fees payable for the Services (excluding VAT), or £1,000,000, whichever is the greater.
- 7.2. Property damage. We shall not be liable to you for any loss or damage to your property or the property of any third party, or for any other loss or damage arising during our performance or purported performance of our contractual obligations unless due to our negligence, or our failure to perform our obligations within any agreement or contract.
- 7.3. Specific types of loss. We shall not be liable to you for damages whatsoever or for loss of profits or anticipated savings, or for any consequential or indirect loss howsoever arising.

8. Staff

- 8.1. Neither party will approach nor make offers of employment to or engage any member of staff of the other party engaged on the Agreement unless their written consent has been provided. This undertaking shall continue throughout the life of the Agreement and any extensions thereto, and for six (6) months thereafter.

9. Force Majeure

- 9.1. Neither party will be liable for any delay in performing or failure to perform its obligations if such failure or delay is as a result of causes outside that party's reasonable control (such causes being referred to as an "event of Force Majeure"). If the event of Force Majeure persists for a period of 10 business days or more, either party shall be entitled to terminate the arrangement letter unilaterally without liability to the other in respect of such termination. Upon such termination, you shall pay us for all Work performed up to the date of such termination. In the event of such termination, you acknowledge that the Deliverables and/or Services will be work in progress and that the Services and/or Deliverables may not be in a finished state.