



Terms and Conditions

Fees

1. The Fees for the Services are based on the agreed daily rate. The estimated number of days is set out in the proposal. The fees shall be due within 30 days as of receipt of an invoice.
2. In addition to the Fees, any expenses will be pre-approved in writing by the customer. We can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of any materials required for the provision of the Services.
The expenses are charged at cost and capped at £130 per day.
3. You must pay us for any additional services requested by you and provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us.
4. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

5. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).
6. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
7. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
8. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
9. If you cancel a scheduled Service 5 business days or less prior to the start date, 100% of the quoted price will be charged as cancellation fee, as well as any incurred expenses.



Your obligations

10. You must obtain any permissions, consents, licences or otherwise that are necessary for the performance of the Services and must give us with access to the reasonably necessary relevant information, materials, properties and any other matters which we need to provide the Services.
11. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

Our obligations

12. All Services shall be performed by our full-time employees or subcontractors ("Personnel"). We acknowledge and agree that all Personnel are subject to your continuing acceptance and that you expressly reserve the right at any time to reject any Personnel, for good cause. We will ensure that such Personnel will comply with your information technology and information security policies and procedures at all times. We represent and warrant that all Personnel who perform Services are and will be bound by written agreements with us under which Personnel agree to the limitations on the end disclosure of Confidential information no less restrictive than those provided in these Terms and Conditions.
13. You shall retain title to and all intellectual property rights in all documents, materials, ideas, data, Source Code or other information which constitute your pre-existing proprietary items and which are provided or made available to us for the purposes of providing the Services. We acknowledge and agree that nothing in these T&Cs will be construed as granting any rights to us, either by license or otherwise, in or to any of your patent, copyright or other intellectual property or proprietary rights.
14. We shall retain title to and all intellectual property rights in all documents, materials, ideas, data or other information which constitute our pre-existing proprietary items and which may be made available to you for the purposes of providing the Services.
15. To the extent that any document, material, idea, data or other information constitutes an original item developed by us in the course of providing the Services to you, such original item shall be classed as your property and title thereto and all intellectual property rights therein shall be vested in you.



16. For purposes of these T&Cs, “**Confidential Information**” means and will include any information, materials or knowledge regarding you and your business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to us or our Personnel or to which our Personnel have access in connection with performing Services, including but not limited to your Source Code. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of us; (b) was rightfully in our possession at the time of disclosure, without restriction as to use or disclosure; or (c) we rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. To the fullest extent permitted by law, we agree to hold all your Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except as necessary to performing the Services, and not to disclose it to others. We further agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information. Upon your request, we will promptly return to you or destroy all tangible items and embodiments containing or consisting of your Confidential Information and all copies thereof (including electronic copies) and confirm to you that we have complied with the foregoing obligation. You will have the right to enforce these Terms and Conditions and any of their provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that you may have for a breach of the confidentiality obligations herein.