



## Terms and Conditions

### G Cloud 14 – Supply of Services

May 2024

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## 1. Definitions

<b>Agreement</b>	means this Service Agreement.
<b>Contract Period</b>	means the duration of this Agreement which shall be in accordance with the Proposal.
<b>Customer</b>	means the organisation purchasing the Services outlined in the Proposal.
<b>Effective Date</b>	means the date of acceptance of the Purchase Order by Principle One and receipt of any advance payments requested as stated in the Proposal, whichever is the later.
<b>Party / Parties</b>	means the Customer and/or Principle One (as applicable).
<b>Principle One</b>	means Principle One Limited, a limited company whose registered office is at 1 Vincent Square, London SW1P 2PN.
<b>Proposal</b>	means Principle One's proposal for the Services (if any).
<b>Purchase Order</b>	means the Customers purchase order provided to Principle One for the Services.
<b>Services</b>	means the services and any resulting documentation supplied by Principle One as detailed in the Proposal.

## 2. Agreement

- 2.1 This Agreement shall come into existence upon the Effective Date.
- 2.2 By instructing Principle One to commence with any work set out in the applicable Proposal, the Customer is agreeing to the terms set out in this Agreement.
- 2.3 This Agreement and the Proposal represents the entire agreement between the Parties and supersedes all previous conditions, understandings, commitments, agreements or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the provision of Services as outlined in the Proposal.
- 2.4 This Agreement is dynamic and may be subject to modification to adapt to unforeseen issues, changes in law, or alterations in industry standards that may arise during the term of this Agreement. Principle One reserves the right to propose amendments to this Agreement to ensure ongoing compliance, business continuity, and adherence to evolving industry standards. Any proposed amendments by Principle One will be presented in writing to the Customer, detailing the reasons for the proposed changes and, where applicable, the anticipated impact on the provision of Services. The Customer agrees to engage in good faith negotiations to consider such amendments. No amendment to this Agreement will become effective unless it is in writing and signed by an authorised signatory of both Parties.

### 3. The Services

- 3.1 Principle One shall supply the Services as specified in the Proposal in accordance with the terms and conditions of this Agreement.
- 3.2 Principle One shall exercise all reasonable skill and care in the performance of the Services. Principle One disclaims and excludes all other warranties whether express or implied in law to the fullest extent permitted by law.
- 3.3 Principle One reserves the right to modify the service delivery method or timeline as necessary to effectively manage unforeseen challenges or to enhance the overall quality of the services provided.
- 3.4 The modifications mentioned in clause 3.3 may include, but are not limited to, changes in technology used, adjustments in workflow, alteration of timelines, or deployment of different methodologies aimed at maintaining or improving service outcomes. Such adjustments will be made with due consideration for the impact on the Customer and will be communicated promptly

### 4. Documents and Reports

- 4.1 As part of the Services provided, Principle One may be required to produce written documentation or reports.
- 4.2 Notwithstanding any other provision within this Agreement, all documents, reports, deliverables, and any other materials produced by Principle One or its subcontractors, agents, or employees in the course of performing the Services under this Agreement ("Deliverables") shall remain the exclusive property of Principle One until full payment for the Services has been received by Principle One from the Customer.
- 4.3 Upon full payment, ownership of the Deliverables, excluding any pre-existing intellectual property rights of Principle One or third parties, shall transfer to the Customer. Until such time as full payment is made, the Customer is hereby granted a limited, revocable, non-exclusive license to use the Materials solely for the Customer's internal business purposes in connection with the Services provided under this Agreement. This license is subject to immediate revocation by Principle One in the event of any breach of this

Agreement by the Customer, including but not limited to failure to make timely payment for the Services provided.

- 4.4 Upon revocation of the license granted in clause 4.3, the Customer must immediately cease use of the Materials and return or, if so directed by Principle One, destroy any copies of the Materials in the Customer's possession or control. It is further agreed that the license granted does not include the right for the Customer to reproduce, distribute, sublicense, disclose, or otherwise make available any Materials to third parties without the prior written consent of Principle One. The Customer acknowledges that any unauthorised use, reproduction, or disclosure of the Materials may cause irreparable harm to Principle One and agrees that Principle One shall have the right to take any legal and equitable measures to prevent such unauthorised use and to recover damages for such use.

## 5. Price

- 5.1 The fixed price and/or the 'time and materials' price for the Services is as detailed in the Proposal. There shall be no variation to this price as a result of the actual costs incurred by Principle One except where Principle One incurs additional costs due to (i) any failure of the Customer to perform his obligations; (ii) or a variation to the scope of supply or specification is agreed in writing between the parties; or (iii) significant changes in market conditions, regulatory requirements or any applicable laws that materially affect the delivery of the Services. Any such variation in price will be reasonable and Principle One will provide the Customer with written notice of any such adjustments including an explanation for the price adjustment.
- 5.2 All prices quoted by Principle One are exclusive of VAT and all other taxes and duties. All such taxes and duties which Principle One will have to pay or collect in connection with this Agreement will be promptly reimbursed by the Customer. In the event that travel and subsistence expenses will be incurred by Principle One in the provision of the Services, these will be outlined in the Proposal, and deemed to be accepted on acceptance of the proposal.

- 5.3 Any quotation given by us in any Proposal is only valid for a period of 30 business days from its date of issue.

## 6. Payment

- 6.1 The Customer agrees to pay the price in accordance with the payment arrangements stated in the applicable Proposal.
- 6.2 Payment is to be submitted in pounds sterling to the following account:  
Lloyds Bank PLC  
Sort Code: 30-91-91  
Account Number: 31434860
- 6.3 Except for any payments which are due immediately upon receipt of the Purchase Order or prior to commencement of specific activities (as detailed in the Proposal), all payments are to be made within 30 days of the date of invoice.
- 6.4 All payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment at the rate of eight per cent (8%) above the Bank of England's base rate from the date payable until the date payment is received. Such interest is due for payment immediately on invoice.
- 6.5 Notwithstanding the above provisions for late payment, in such event Principle One may, at its option and without prejudice to any other remedy at any time after payment has become overdue, suspend provision of the Services or terminate this Agreement.
- 6.6 If Principle One becomes entitled to terminate this Agreement for any reason, any sums then due to Principle One will immediately be payable in full.
- 6.7 In no case shall any dispute concerning any item or separate part of the work or any further contractual obligation of Principle One to the Customer affect the Customer's obligation in respect of payments for other parts if any part or instalment of the price is not paid when due, or work is held up for any reason attributable to the Customer, or the Customer incurs bankruptcy, insolvency, liquidation or the appointment of a Receiver, the full Price of the Services less any sums already paid in respect of the Services and/or works done by Principle One shall immediately become due and payable by the Customer

and Principle One may at its option cancel the Contract or cancel or suspend provision of the Services

## 7. Timescales

- 7.1 Principle One shall use its reasonable endeavours to meet any milestone or delivery dates detailed in the Proposal. However it is acknowledged and agreed by the Parties that Principle One shall not be liable for any loss or damage arising from any failure to meet such dates.
- 7.2 Principle One will promptly notify the Customer of any delays and the Customer and Principle One shall immediately meet to discuss and agree revised dates and timescales.
- 7.3 Time of delivery shall not be of the essence of the Contract.

## 8. Customer Items and Personnel

- 8.1 The Customer shall ensure the availability of suitably qualified Customer personnel at all reasonable times and locations as necessary to enable Principle One to perform the Services.
- 8.2 All items, documentation and information to be supplied by the Customer as set out in the Proposal shall be provided free of charge by the date outlined in the Proposal or agreed during subsequent discussions.

## 9. Notices

- 9.1 Any notice to be given by either party to the other, under or in connection with this Agreement or any applicable Proposal, shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

## 10. Conflicts of Interest

- 10.1 Principle One shall take appropriate steps to ensure that neither Principle One nor any employee, associate, agent, supplier or subcontractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the interests of Principle One or such persons and the duties owed to the Customer under the provisions of this Agreement or the Proposal. Principle One will disclose to the Customer full particulars of any such conflict of interest which may arise.

- 10.2 The provisions of this Condition shall apply during the continuance of this Agreement.

## 11. Contracts (Rights of Third Parties) Act 1999

- 11.1 No person who is not a Party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Customer or Principle One) shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this Clause 11. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## 12. Health and Safety

- 12.1 The Parties shall comply with all relevant health and safety laws, regulations and standards when on the other party's premises.
- 12.2 The Parties shall adhere to, and ensure that their employees, agents, subcontractors, and any other individuals performing work under this Agreement, comply with all current and future health and safety legislation, regulations and guidelines relevant to the provision of the Services as outlined in the Proposal.
- 12.3 Each Party agrees to maintain a safe working environment and to implement, maintain, and follow necessary health and safety measures, policies, and procedures. This includes conducting risk assessments and providing adequate training to their employees.

## 13. Intellectual Property Rights

- 13.1 **Retention of Pre-Existing IP:** All pre-existing intellectual property rights of either Party, including but not limited to information, software, methodologies, tools, and trade marks, which were owned by either party prior to the Effective Date of this Agreement or which are developed independently of this Agreement, shall remain the sole property of the respective Party. Principle One and the Customer each acknowledge and agree that no transfer of ownership of such pre-existing intellectual property rights is intended or implied by this



Agreement.

- 13.2 **Licence from Customer to Principle One:** In respect of the materials referred to in 8.2 above, the Customer hereby grants and warrants that it is able to grant Principle One a non-exclusive, royalty- free licence to use the Customer's or third parties pre-existing intellectual property rights necessary to enable Principle One to perform the Services.
- 13.3 **Ownership of Bespoke Work:** Subject to the terms and conditions of this Agreement, any and all intellectual property rights in the deliverables, designs, inventions, creations, data, or other work specifically created by Principle One for the Customer as part of the Services under this Agreement ("**Bespoke Work**") shall, upon creation and payment in full for the Services, be owned by the Customer. For the avoidance of doubt, Bespoke Work does not include any pre-existing intellectual property of Principle One or any modifications or derivatives of such pre-existing intellectual property not specifically commissioned by the Customer.
- 13.4 **License to Principle One for Re-Use of Bespoke Work:** Despite the foregoing, the Customer grants Principle One a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, display, perform, and distribute the Bespoke Work (or any part thereof) in connection with Principle One's business operations, including the right to develop derivative works based upon the Bespoke Work. This license is granted for the sole purpose of allowing Principle One to leverage general knowledge, skills, experience, ideas, concepts, and techniques that may arise or be developed in the course of providing the Services. It is understood that this licence does not allow Principle One to disclose to third parties or use any Confidential Information of the Customer embedded in the Bespoke Work without prior written consent of the Customer.
- 13.5 **Protection of Intellectual Property Rights:** Each party agrees to take all reasonable steps to protect the other party's intellectual property rights and not to infringe them in any way. The Customer shall notify Principle One promptly of any unauthorised use or infringement of the Bespoke Work or Principle One's pre-existing intellectual property rights.
- 13.6 **Intellectual Property Claims:** Principle One will defend or settle

any claim against the Customer that the normal provision of the Services delivered under the Proposal infringes a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country of supply provided that the Customer:

- (a) makes no statement prejudicial to Principle One;
- (b) promptly notifies Principle One in writing; and
- (c) allows Principle One full control of the defence or settlement of any such claim.

13.7 **Infringements:** Principle One has no obligation for any claim of infringement arising from:

- (a) Principle One's compliance with Customers designs, specifications or instructions;
- (b) Principle One's use of technical information or technology provided by Customer; or
- (c) The Customers commercial exploitation of the Services.

13.8 **Survival:** The rights and obligations under this section shall survive the termination or expiration of this Agreement.

## 14. Data Protection

14.1 **Compliance with Laws:** Both Principle One and the Customer agree to comply with all applicable data protection laws, regulations, and guidelines in the performance of their obligations under this Agreement. This includes, but is not limited to, the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and any other relevant data protection legislation.

14.2 **Data Processing:** Principle One shall process personal data received from the Customer solely for the purpose of providing the Services outlined in the Proposal and in accordance with the Customer's instructions. Principle One shall not process, transfer, modify, or use such data for any other purpose without the explicit consent of the Customer.

14.3 **Security Measures:** Principle One agrees to implement and maintain appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss, destruction, or damage of personal data.

- 14.4 **Sub-Processors:** Principle One shall not subcontract any of its data processing activities without the prior written consent of the Customer. Where Principle One engages sub-processors, it shall ensure that the sub-processor is subject to data protection obligations that are no less onerous than those set out in this clause.
- 14.5 **Data Breach:** In the event of a data breach affecting personal data processed under this Agreement, Principle One shall promptly notify the Customer of the breach, its nature and scope, the likely consequences, and the measures being taken to mitigate its effects. Principle One shall cooperate fully with the Customer in the management of the breach.
- 14.6 **Data Subject Rights:** Principle One shall provide reasonable assistance to the Customer, at the Customer's expense, in facilitating the exercise of data subject rights under applicable data protection laws.

## 15. Confidential Information

- 15.1 All written information and data made available by one Party to the other under the terms of this Agreement is confidential and each Party undertakes to treat such confidential information with the same care as it would reasonably treat its own confidential information.
- 15.2 Each Party will use all reasonable endeavours to ensure that the other Party's confidential information is not copied or disclosed to any third party whatsoever.
- 15.3 Upon expiration or termination of this Agreement each Party will return to the other Party all confidential information not previously returned.
- 15.4 These obligations of confidentiality will survive termination of this Agreement by five (5) years.
- 15.5 Information shall not be considered as confidential where it is:
- (a) already in the public domain other than through default of the receiving party;
  - (b) already in the receiving party's possession with no obligation of confidentiality; or
  - (c) independently developed by the receiving party without reference to the confidential information.

## 16. Indemnities and Limitations of Liability

- 16.1 **Scope of Liability:** Except as expressly provided in this Agreement, neither Party shall be liable to the other for any indirect, special, incidental, consequential, or punitive damages, including but not limited to, loss of profits, revenue, data, or use, incurred by either Party or any third party, whether in an action in contract or tort, even if the other Party has been advised of the possibility of such damages. The Customer acknowledges that the fees for the Services reflect this allocation of risk.
- 16.2 **Maximum Liability:** Notwithstanding any other provision of this Agreement, the maximum aggregate liability of Principle One to the Customer for all claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid or payable by the Customer to Principle One under this Agreement during the twelve (12) months immediately preceding the date on which the cause of action arose.
- 16.3 **Exceptions to Limitations:** The limitations of liability set forth in this clause shall not apply to: (a) obligations under the indemnification provisions of this Agreement; (b) liability for gross negligence or intentional misconduct; (c) liability for death or personal injury caused by negligence; and (d) any liability which cannot be excluded or limited under applicable law.
- 16.4 **Essential Basis:** The Parties agree that the limitations of liability set forth in this clause are an essential basis of the bargain and that the Services would not be provided without such limitations. These limitations of liability will survive and apply even if any limited remedy specified in this Agreement is found to have failed in its essential purpose.
- 16.5 **Customer Indemnification:** The Customer will indemnify, defend and hold harmless Principle One and its employees, directors, officers, agents and affiliates against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, by any third parties which are occasioned by or arise from (i) any performance by Principle One pursuant to the instruction of the Customer or its authorised representatives; (ii) any breach by the Customer of clause 13.2;

and (iii) any use by Principle One of any materials, information, specifications provided by the Customer to Principle One for the purpose of performing the Services under this Agreement.

## 17. Termination

17.1 **Immediate Termination:** Either party will immediately become entitled to terminate this Agreement forthwith by notice to the other party if the other party;

(a) commits any material breach of its obligations under this Agreement and, upon receiving notification from the other of such breach, fails to remedy the breach within thirty (30) days (if capable of remedy) this includes, but is not limited to:

- (i) Repeated late payments by the Customer, defined as two or more instances of late payment within any 12-month period;
- (ii) Breaches of specific obligations as outlined in this Agreement;
- (iii) Any actions or conduct by the Customer that could reasonably be expected to bring Principle One into disrepute or negatively impact its reputation;

(b) is involved in any legal proceedings concerning its solvency, or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading, or if serious doubt arises as to its solvency.

(c) For the purposes of this Agreement, “material breach” shall include, but not be limited to, the conditions specified above. Principle One reserves the right, at its discretion, to determine whether any action or conduct of the Customer can potentially bring Principle One into disrepute, based on the reasonable opinions of its management.

17.2 **Termination for Convenience:** Either party (the “**Terminating Party**”) may terminate this Agreement at any time without cause upon giving two (2) months’ written notice to the other party (the “**Remaining Party**”).

17.3 **Notice for Termination for Convenience:** The notice of termination for convenience shall be in writing and shall be

deemed given on the date it is received by the Remaining Party. The notice must specify the effective date of termination, which shall not be less than two (2) months from the date the notice is received.

17.4 **Obligations upon Termination:** Upon receipt of a notice of termination for convenience:

- (i) Both Parties agree to immediately begin preparations for the orderly termination of this Agreement, including the completion of any pending tasks and obligations that are feasible and reasonable within the notice period;
- (ii) Principle One shall submit to the Customer a final statement of account including all Services rendered up to the effective date of termination. The Customer agrees to pay for all Services rendered and expenses incurred up to the date of termination, as agreed upon in this Agreement;
- (iii) Any payment obligations of the Customer that have accrued prior to the effective date of termination shall remain in effect until fully satisfied; and
- (iv) Upon termination, each Party shall return to the other Party all property, documentation, and confidential information belonging to the other party that is in its possession or control, subject to the terms outlined in the "Confidential Information" section of this Agreement.

## 18. General Terms

18.1 **Relationship of parties:** This Agreement does not constitute and shall not be construed as a partnership or joint venture between the Parties. The Parties agree that Principle One is an independent supplier and nothing in this Agreement shall render Principle One an employee, worker, agent or partner of the Customer, and Principle One shall not hold itself out as such.

18.2 **Non-Solicitation:** Both Parties agree during the period of this Agreement and for 6 (six) months after its conclusion, not directly or indirectly to solicit for employment any of the staff of the other Party at any time engaged directly in the pursuance of this Agreement without the prior written consent from that other Party. Furthermore, should the soliciting party breach

this condition, then the soliciting party expressly agrees to pay the other party as a recruitment fee a sum equal to 12 (twelve) months' gross salary offered by the new employer to the relevant member of staff.

- 18.3 **Assignment:** Neither Party shall have the right to assign or sublicense any part of this Agreement, or any of its rights or obligations contained within this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This clause does not impact on Principle One being entitled to use sub-contracted personnel in the performance of the Services.
- 18.4 **Force majeure:** No Party will be responsible for delays, or failure of performance resulting from acts beyond the reasonable control of such party, including any act of God, civil commotion, war, rebellion, insurrection, riot, industrial dispute or lock-out, act of government, fire, explosion, lightening, storm, power failures, floods, earthquakes, and other natural disasters. If such an event prevents or delays one Party from performing its obligations under this Agreement, it must notify the other Party as soon as possible and must use reasonable endeavours to recover from such position as soon as possible.
- 18.5 **Survival:** Any provision of this Agreement which is intended to remain in force on or after the expiry or termination of this Agreement will remain in full force after expiry or termination.
- 18.6 **Illegality:** If any provision of this Agreement is held to be illegal, void, invalid or unenforceable, the rest of this Agreement will remain valid and enforceable.
- 18.7 **Waiver:** Any failure or delay by either Party in exercising its rights under this Agreement will not be construed as a waiver of those rights at that time or at any time in the future.
- 18.8 **Governing Law & Jurisdiction:** This Agreement will be governed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

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