

APTEMUS LIMITED

Aptemus Limited
Terms and Conditions

Consultancy terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Consultant may enter into from time to time for the provision of consultancy services shall be governed by these Terms and Conditions, and the Consultant will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any consultancy services to the Client.

TERMS AND CONDITIONS

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Acceptance Criteria" means compliance with the warranties set out in Clause 5.4;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Assigned Deliverables" means those Deliverables (excluding the Third Party Materials and the Client Materials) the rights in which are to be assigned (rather than licensed) by the Consultant to the Client under Clause 8, as specified in Section 4 of the Statement of Work;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 7 of the Statement of Work;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Consultant's standard time-based charging rates (as notified by the Consultant to the Client before the date of the Contract) by the time spent by the Consultant's personnel performing the Services (rounded down by the Consultant to the nearest quarter hour);

"Client" means the person or entity identified as such in Section 1 of the Statement of Work;

"Client Confidential Information" means:

- (a) any information disclosed by or on behalf of the Client to the Consultant during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have

been understood by the Consultant (acting reasonably) to be confidential; and

(b) the terms of the Contract;

"Client Indemnity Event" has the meaning given to it in Clause 17.3;

"Client Materials" means all works and materials supplied by or on behalf of the Client to the Consultant for incorporation into the Deliverables or for some other use in connection with the Services;

"Client Personal Data" means any Personal Data that is processed by the Consultant on behalf of the Client in relation to the Contract, but excluding any data with respect to which the Consultant is a data controller;

"Confidential Information" means the Consultant Confidential Information and the Client Confidential Information;

"Consultant" means Aptemus Limited a company incorporated in England and Wales (registration number 09390567) having its registered office at 4 Heathfield Walk, Leeds, LS16 7QQ;

"Consultant Confidential Information" means:

(a) any information disclosed by or on behalf of the Consultant to the Client during the Term OR (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been understood by the Client (acting reasonably) to be confidential; and

(b) the terms of the Contract;

"Consultant Indemnity Event" has the meaning given to it in Clause 17.1;

"Contract" means a particular contract made under these Terms and Conditions between the Consultant and the Client;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Deliverables" means those deliverables specified in Section 4 of the Statement of Work that the Consultant has agreed to deliver to the Client under these Terms and Conditions;

"Effective Date" means the date of execution of a Statement of Work incorporating these Terms and Conditions;

"Expenses" means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Consultant exclusively

in connection with, the performance of the Consultant's obligations under the Contract;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Licensed Deliverables" means the Deliverables excluding the Assigned Deliverables, the Third Party Materials and the Client Materials;

"Minimum Term" means, in respect of the Contract, the period specified in Section 2 of the Statement of Work;

"Personal Data" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"Services" means the consultancy services specified in Section 3 of the Statement of Work;

"Statement of Work" means a written statement of work agreed by or on behalf of each of the parties;

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions, Schedule 1 (Data processing information) and the Statement of Work, including any amendments to that documentation from time to time; and

"Third Party Materials" means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party, and which are specified in Section 4 of the Statement of Work or which the parties agree in writing shall be incorporated into the Deliverables.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

- 2.2 The Contract shall continue in force until **[date]**, subject to termination in accordance with Clause 20.
- 2.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

3. Services

- 3.1 The Consultant shall provide the Services to the Client in accordance with these Terms and Conditions.
- 3.2 The Consultant shall provide the Services with reasonable skill and care.
- 3.3 The Consultant shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.
- 3.4 The Consultant shall keep the Client informed about the progress of the Services and, in particular, shall promptly provide information about such progress following receipt of a written request from the Client to do so.
- 3.5 The Consultant shall comply with all reasonable requests and directions of the Client in relation to the Services.
- 3.6 The Consultant shall comply with all reasonable internal policies and procedures operated by the Client, communicated by the Client to the Consultant and affecting the provision of the Services.

4. Client obligations

- 4.1 Promptly following receipt of a written request from the Consultant to do so, the Client will provide to the Consultant such:
- (a) assistance and co-operation;
 - (b) information and documentation;
 - (c) access to the premises, staff, computers and networks of the Client;
and
 - (d) legal, accountancy and taxation advice,
- as is reasonably requested by the Consultant for the purpose of enabling the Consultant to perform its obligations under these Terms and Conditions.
- 4.2 The Client shall be responsible for procuring any third party co-operation reasonably required by the Consultant to enable the Consultant to perform its obligations under the Contract.

5. Deliverables

- 5.1 The Consultant shall deliver the Deliverables to the Client.
- 5.2 The Client must promptly, following receipt of a written request from the Consultant to do so, provide written feedback to the Consultant concerning

the Consultant's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.

- 5.3 The Consultant shall use reasonable endeavours to ensure that the Deliverables are delivered to the Client in accordance with the timetable set out in Section 5 of the Statement of Work.
- 5.4 The Consultant warrants to the Client that:
 - (a) the Deliverables will conform with the requirements of Section 4 of the Statement of Work as at the date of acceptance of the Deliverables;
 - (b) [the Deliverables will be free from material defects; and
 - (c) the Deliverables when used by the Client in accordance with these Terms and Conditions will not infringe the Intellectual Property Rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

6. Acceptance

- 6.1 Within 10 Business Days following the delivery of Deliverables to the Client, the Client shall:
 - (a) test or review the Deliverables to determine whether they comply with the Acceptance Criteria; and
 - (b) notify the Consultant in writing of the results of such test or review, providing full details of any non-compliance with the Acceptance Criteria.
- 6.2 If the Client does not give to the Consultant a notice under Clause 6.1, within the period referred to in Clause 6.1, then the Deliverables shall be deemed to meet the Acceptance Criteria.
- 6.3 If the Deliverables do not comply with the Acceptance Criteria and the Client notifies the Consultant of the non-compliance in accordance with this Clause 6, the Consultant will have a further reasonable period agreed by the parties (of no less than 5 Business Day and no more than 20 Business Days) to remedy the non-compliance, following which the Client will repeat the tests or review.
- 6.4 If the Deliverables do not meet the Acceptance Criteria at the time of a second (or subsequent) round of acceptance tests or reviews under this Clause 6, then the Consultant shall be deemed to be in material breach of these Terms and Conditions.
- 6.5 If the Client accepts or is deemed to accept the Deliverables under this Clause 6, then subject to Clause 18.1 the Client will have no right to make any claim under or otherwise rely upon Clause 5.4 unless the Client could not reasonably have been expected to have identified the breach of that provision during the testing or review process.

7. Client Materials

- 7.1 The Client must supply to the Consultant the Client Materials specified in Section 6 of the Statement of Work, in accordance with the timetable specified in Section 5 of the Statement of Work.
- 7.2 The Client hereby grants to the Consultant a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Consultant's obligations and the exercise of the Consultant's rights under these Terms and Conditions, together with the right to sub-license these rights to the extent reasonably required for the performance of the Consultant's obligations and the exercise of the Consultant's rights under these Terms and Conditions.
- 7.3 The Client warrants to the Consultant that the Client Materials when used by the Consultant in accordance with these Terms and Conditions will not infringe the Intellectual Property Rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

8. Intellectual Property Rights

- 8.1 The Consultant hereby assigns to the Client with full title guarantee all of the Intellectual Property Rights in the Deliverables, excluding the Intellectual Property Rights in the Client Materials and the Third Party Materials. This assignment is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings for past infringements of the assigned rights.
- 8.2 The Consultant shall ensure that the Third Party Materials are:
- (a) licensed to the Client in accordance with the relevant licensor's standard licensing terms;
 - (b) licensed to the Client on reasonable terms notified by the Consultant to the Client;
 - (c) sub-licensed by the Consultant to the Client on reasonable terms notified in writing by the Consultant to the Client; or
 - (d) sub-licensed by the Consultant to the Client on the basis of a non-exclusive, worldwide, perpetual and irrevocable licence to use the Third Party Materials in connection with the Deliverables,
- as reasonably agreed between the parties from time to time.
- 8.3 To the maximum extent permitted by applicable law:
- (a) the Consultant irrevocably and unconditionally waives all moral rights (including rights of paternity and rights of integrity) in respect of the Deliverables to which the Consultant may at any time be entitled; and

- (b) the Consultant undertakes to ensure that all individuals involved in the preparation of the Deliverables will irrevocably and unconditionally waive all moral rights (including rights of paternity and rights of integrity) in respect of the Deliverables to which they may at any time be entitled.

8.4 The Consultant must use reasonable endeavours to:

- (a) do or procure the doing of all acts; and
- (b) execute or procure the execution of all documents,

that the Client may reasonably request from time to time in order to perfect or confirm the Client's ownership of the rights assigned by these Terms and Conditions.

9. Charges

9.1 The Client shall pay the Charges to the Consultant in accordance with these Terms and Conditions.

9.2 If the Charges are based in whole or part upon the time spent by the Consultant performing the Services, the Consultant must obtain the Client's written consent before performing Services that result in any estimate of time-based Charges given to the Client being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Client agrees otherwise in writing, the Client shall not be liable to pay to the Consultant any Charges in respect of Services performed in breach of this Clause 9.2.

9.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to the Consultant.

9.4 The Consultant may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

10. Expenses

10.1 The Client shall reimburse the Consultant in respect of any Expenses, providing that the Consultant must obtain the prior written authorisation of the Client before incurring any Expenses exceeding such limitations as may be agreed in writing by the parties from time to time.

10.2 The Consultant must collect and collate evidence of all Expenses, and must retain such evidence during the Term and for a period of 90 days following the end of the Term.

- 10.3 Within 10 Business Days following receipt of a written request from the Client to do so, the Consultant must supply to the Client such copies of the evidence for the Expenses in the possession or control of the Consultant as the Client may specify in that written request.

11. Timesheets

- 11.1 The Consultant must:

- (a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
- (b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

- 11.2 Within 10 Business Days following receipt of a written request, the Consultant shall supply to the Client copies of such of the timesheets referred to in Clause 11.1 and in the Consultant's possession or control as the Client may specify in that written request.

12. Payments

- 12.1 The Consultant shall issue invoices for the Charges to the Client on or after the invoicing dates set out in Section 7 of the Statement of Work.
- 12.2 The Client must pay the Charges to the Consultant within the period of 30 days following the issue of an invoice in accordance with this Clause 12.
- 12.3 The Client must pay the Charges by bank transfer (using such payment details as are notified by the Consultant to the Client from time to time).
- 12.4 If the Client does not pay any amount properly due to the Consultant under these Terms and Conditions, the Consultant may:
- (a) charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

13. Confidentiality obligations

- 13.1 The Consultant must:

- (a) keep the Client Confidential Information strictly confidential;
- (b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality approved in writing by the Client;

- (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Consultant uses to protect the Consultant's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Client Confidential Information.

13.2 The Client must:

- (a) keep the Consultant Confidential Information strictly confidential;
- (b) not disclose the Consultant Confidential Information to any person without the Consultant's prior written consent, and then only under conditions of confidentiality approved in writing by the Consultant;
- (c) use the same degree of care to protect the confidentiality of the Consultant Confidential Information as the Client uses to protect the Client's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Consultant Confidential Information.

13.3 Notwithstanding Clauses 13.1 and 13.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

13.4 No obligations are imposed by this Clause 13 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

13.5 The restrictions in this Clause 13 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

13.6 Upon the termination of the Contract, each party must immediately cease to use the other party's Confidential Information.

- 13.7 Following the termination of the Contract, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must destroy or return to the other party (at the other party's option) all media containing the other party's Confidential Information, and must irrevocably delete the other party's Confidential Information from its computer systems.
- 13.8 The provisions of this Clause 13 shall continue in force for a period of 5 years following the termination of the Contract, at the end of which period they will cease to have effect.

14. Publicity

- 14.1 Neither party may make any public disclosures relating to the Contract or the subject matter of the Contract (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 14.2 Nothing in this Clause 14 shall be construed as limiting the obligations of the parties under Clause 13.

15. Data protection

- 15.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Client Personal Data.
- 15.2 The Client warrants to the Consultant that it has the legal right to disclose all Personal Data that it does in fact disclose to the Consultant under or in connection with the Contract.
- 15.3 The Client shall only supply to the Consultant, and the Consultant shall only process, in each case under or in relation to the Contract, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 1 (Data processing information) and of the types specified in Part 2 of Schedule 1 (Data processing information); and the Consultant shall only process the Client Personal Data for the purposes specified in Part 3 of Schedule 1 (Data processing information).
- 15.4 The Consultant shall only process the Client Personal Data during the Term[and for not more than 30 days following the end of the Term], subject to the other provisions of this Clause 15.
- 15.5 The Consultant shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.
- 15.6 Notwithstanding any other provision of these Terms and Conditions, the Consultant may process the Client Personal Data if and to the extent that the Consultant is required to do so by applicable law. In such a case, the Consultant shall inform the Client of the legal requirement before processing,

unless that law prohibits such information on important grounds of public interest.

- 15.7 The Consultant shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 15.8 The Consultant and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data, including those measures specified in Part 4 of Schedule 1 (Data processing information).
- 15.9 The Consultant must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. The Consultant is hereby authorised by the Client, as at the Effective Date, to engage those third parties identified in, or falling within the processor categories specified in, Part 5 of Schedule 1 (Data processing information) to process the Client Personal Data. In the case of a general written authorisation, the Consultant shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then the Consultant must not implement the changes. The Consultant shall ensure that each third party processor is subject to the same OR equivalent legal obligations as those imposed on the Consultant by this Clause 15.
- 15.10 The Consultant shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 15.11 The Consultant shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 15.12 The Consultant shall make available to the Client all information necessary to demonstrate the compliance of the Consultant with its obligations under this Clause 15 and the Data Protection Laws.
- 15.13 The Consultant shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 15.14 The Consultant shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Consultant's processing of Client Personal Data with the Data Protection Laws and this Clause 15. The Consultant may charge the

Client at its standard time-based charging rates for any work performed by the Consultant at the request of the Client pursuant to this Clause 15.14.

- 15.15 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Terms and Conditions, then the parties shall use their best endeavours promptly to agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

16. Warranties

- 16.1 The Consultant warrants to the Client that:

- (a) the Consultant has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
- (b) the Consultant will comply with all applicable legal and regulatory requirements applying to the exercise of the Consultant's rights and the fulfilment of the Consultant's obligations under these Terms and Conditions; and
- (c) the Consultant has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

- 16.2 The Client warrants to the Consultant that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

- 16.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions and the applicable Statement of Work. Subject to Clause 18.1, no other warranties or representations will be implied into the Contract and no other warranties or representations relating to the subject matter of the Contract will be implied into any other contract.

17. Indemnities

- 17.1 The Consultant shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Client and arising directly or indirectly as a result of any breach by the Consultant of Clause 13 or Clause 5.4 (a "**Consultant Indemnity Event**").

- 17.2 The Client must:

- (a) upon becoming aware of an actual or potential Consultant Indemnity Event, notify the Consultant;

- (b) provide to the Consultant all such assistance as may be reasonably requested by the Consultant in relation to the Consultant Indemnity Event;
- (c) allow the Consultant the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Consultant Indemnity Event; and
- (d) not admit liability to any third party in connection with the Consultant Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Consultant Indemnity Event without the prior written consent of the Consultant,

and the Consultant's obligation to indemnify the Client under Clause 17.1 shall not apply unless the Client complies with the requirements of this Clause 17.2.

17.3 The Client shall indemnify and shall keep indemnified the Consultant against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Consultant and arising directly or indirectly as a result of any breach by the Client of Clause 13 or Clause 7. (a "**Client Indemnity Event**").

17.4 The Consultant must:

- (a) upon becoming aware of an actual or potential Client Indemnity Event, notify the Client;
- (b) provide to the Client all such assistance as may be reasonably requested by the Client in relation to the Client Indemnity Event;
- (c) allow the Client the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Client Indemnity Event; and
- (d) not admit liability to any third party in connection with the Client Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Client Indemnity Event without the prior written consent of the Client,

and the Client's obligation to indemnify the Consultant under Clause 17.3 shall not apply unless the Consultant complies with the requirements of this Clause 17.4.

17.5 The indemnity protection set out in this Clause 17 shall be subject to the limitations and exclusions of liability set out in the Contract.

18. Limitations and exclusions of liability

18.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 18.2 The limitations and exclusions of liability set out in this Clause 18 and elsewhere in these Terms and Conditions:
- (a) are subject to Clause 18.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 18.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 18.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.
- 18.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.
- 18.6 Neither party shall be liable to the other party in respect of any loss of use or production.
- 18.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.
- 18.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.
- 18.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 18.10 The liability of each party to the other party under the Contract in respect of any event or series of related events shall not exceed the greater of:
- (a) £1,000,000; and
 - (b) the total amount paid and payable by the Client to the Consultant under the Contract in the 12 month period preceding the commencement of the event or events.
- 18.11 The aggregate liability of each party to the other party under the Contract shall not exceed the greater of:
- (a) £1,000,000; and
 - (b) the total amount paid and payable by the Client to the Consultant under the Contract.

19. Force Majeure Event

- 19.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 19.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 19.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

20. Termination

- 20.1 The Consultant may terminate the Contract by giving to the Client not less than 30 days' written notice of termination, expiring at the end of any calendar month. The Client may terminate the Contract by giving to the Consultant not less than 30 days' written notice of termination, expiring at the end of any calendar month.
- 20.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of the Contract, and the breach is not remediable;
 - (b) [the other party commits a material breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - (c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).
- 20.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or

- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or

20.4 The Consultant may terminate the Contract immediately by giving written notice to the Client if:

- (a) any amount due to be paid by the Client to the Consultant under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Consultant has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 20.4.

21. Effects of termination

21.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6.5, 8.1, 8.2, 8.4, 10.2, 10.3, 11, 12.2, 12.4, 13, 14, 15.1, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, 17, 18, 21, 22, 23.2, 26, 27, 28, 29, 30, 31, 32 and 33.

21.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

22. Non-solicitation of personnel

22.1 The Client must not, without the prior written consent of the Consultant, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Consultant who has been involved in any way in the negotiation or performance of the Contract.

22.2 The Consultant must not, without the prior written consent of the Client, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Client who has been involved in any way in the negotiation or performance of the Contract.

23. Status of Consultant

- 23.1 The Consultant is not an employee of the Client, but an independent contractor.
- 23.2 The termination of the Contract will not constitute unfair dismissal; nor will the Consultant be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

24. Notices

- 24.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.
- 24.2 Any notice given by the Client to the Consultant under these Terms and Conditions must be:
- (a) delivered personally;
 - (b) sent by courier;
 - (c) sent by recorded signed-for post;
 - (d) sent by email; or
 - (e) submitted using the Consultant's online contractual notification facility, using the relevant contact details set out in Section 8 of the Statement of Work.
- 24.3 Any notice given by the Consultant to the Client under these Terms and Conditions must be:
- (a) delivered personally;
 - (b) sent by courier;
 - (c) sent by recorded signed-for post;
 - (d) sent by email; or
 - (e) submitted using the Client's online contractual notification facility, using the relevant contact details set out in Section 8 of the Statement of Work.
- 24.4 The addressee and contact details set out in Section 8 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 24.
- 24.5 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 2 Business Days following receipt of the notice.
- 24.6 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:

- (a) in the case of notices delivered personally, upon delivery;
- (b) in the case of notices sent by courier, upon delivery;
- (c) in the case of notices sent by post, 48 hours after posting;
- (d) in the case of notices sent by email, at the time of the sending of an acknowledgement of receipt by the receiving party; and
- (e) in the case of notices submitted using an online contractual notification facility, [upon the submission of the notice form.

25. Subcontracting

- 25.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Consultant may subcontract any of its obligations under the Contract, providing that the Consultant must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.
- 25.2 The Consultant shall remain responsible to the Client for the performance of any subcontracted obligations.

26. Assignment

- 26.1 The Consultant must not assign, transfer or otherwise deal with the Consultant's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed, providing that the Consultant may assign the entirety of its rights and obligations under these Terms and Conditions to any Affiliate of the Consultant or to any successor to all or a substantial part of the business of the Consultant from time to time.
- 26.2 The Client must not assign, transfer or otherwise deal with the Client's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Consultant, such consent not to be unreasonably withheld or delayed, providing that the Client may assign the entirety of its rights and obligations under these Terms and Conditions to any Affiliate of the Client or to any successor to all or a substantial part of the business of the Client from time to time.

27. No waivers

- 27.1 No breach of any provision of the Contract will be waived except with the express written consent of the party not in breach.
- 27.2 No waiver of any breach of any provision of the Contract shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Contract.

28. Severability

- 28.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 28.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

29. Third party rights

- 29.1 The Contract is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.
- 29.2 The exercise of the parties' rights under the Contract is not subject to the consent of any third party.

30. Variation

- 30.1 The Contract may not be varied except by means of a written document signed by or on behalf of each party.

31. Entire agreement

- 31.1 The main body of these Terms and Conditions, Schedule 1 (Data processing information) and the Statement of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 31.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Contract.
- 31.3 The provisions of this Clause 31 are subject to Clause 18.1.

32. Law and jurisdiction

- 32.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 32.2 Any disputes relating to the Contract shall be subject to the exclusive jurisdiction of the courts of England.

33. Interpretation

- 33.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.

- 33.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 33.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 33.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (DATA PROCESSING INFORMATION)

1. Categories of data subject

[Specify the categories of data subject whose personal data may be processed]

2. Types of Personal Data

[Specify types of personal data to be processed]

3. Purposes of processing

[Specify purposes for which personal data may be processed]

4. Security measures for Personal Data

[Specify the security measures used to protect personal data]

5. Sub-processors of Personal Data

[Identify sub-processors of personal data]

STATEMENT OF WORK

1. Client details

The Client is *company name*, a company incorporated in *[England and Wales]* (registration number *[registration number]*) having its registered office at *[address]* OR *[partnership name]*, a partnership established under the laws of *[England and Wales]* having its principal place of business at *[address]*.

2. Minimum Term

[Specify Minimum Term]

3. Specification of Services

[Specify Services]

4. Specification of Deliverables

[Specify Deliverables]

5. Timetable

[Insert timetable]

6. Client Materials

[Specify Client Materials]

7. Financial provisions

[Insert financial provisions]

8. Contractual notices

[Consultant contractual notices address details]

[Client contractual notices address details]

By signing below the parties have indicated their acceptance of this Statement of Work together with the terms and conditions attached to this Statement of Work, providing that if there are no terms and conditions attached to this Statement of Work, the parties agree that this Statement of Work shall be governed by the terms and conditions most recently agreed by the parties in writing.

SIGNED BY *[individual name]* on [.....], duly authorised for and on behalf of the Consultant]:

.....

SIGNED BY *[individual name]* on [.....], duly authorised for and on behalf of the Client]:

.....