



Terms of Business ('the Consultancy')

1. Services

The Consultancy will provide services as agreed in a Letter of Engagement / Quotation, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care. As independent professional(s), the Consultancy will not be subject to supervision, direction or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services. The Consultancy is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and the Consultancy remains responsible for Services performed by any individual on its behalf.

2. Copyright and Intellectual Property Rights

'Deliverable' means a work produced by the Consultancy in the course of Services for delivery to the Client. Where pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Client upon payment of all fees due to the Consultancy which relate to that Deliverable, and the Consultancy will execute a formal assignment thereof on request by the Client.

3. Charges and Payment

1.1. Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Client fails to operate correctly (save where the engagement itself is for the repair thereof).

1.1.1. All sums due shall be invoiced and paid as specified in the Letter of Engagement / Quotation. The Client will pay the Consultancy's invoices within 30 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, the Consultancy may invoice monthly.

1.1.2. If any of the Consultancy's invoices becomes overdue, the Consultancy may suspend provision of Services, and any agreed timescale will be automatically extended; the Consultancy may also terminate an engagement at any time when any payment is more than 7 days overdue.

4. Liability & Insurance

The Consultancy will take appropriate steps to remedy any defect in the Services for which the Consultancy is responsible and which is immediately notified by the Client at any time up to 12 months following completion of the Services. Any defects found to which The Consultancy is liable will be undertaken by The Consultancy and at the expense of The Consultancy with no additional charges being made to the Client.

The Consultancy maintains professional indemnity insurance and will use its reasonable endeavours to maintain such insurance for so long as it has any liability under the Appointment. The Consultancy will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and the Consultancy shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.

5. Termination

The Consultancy may terminate the Appointment at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.

The Client may terminate the Appointment by notice to the Consultancy if the Consultancy commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.

Upon termination the Client will pay the Consultancy all fees and expenses due up to the termination date. In the event of wrongful termination by the Client, the Client will in addition pay the Consultancy an appropriate amount of compensation for the Consultancy's loss of anticipated profit.

Termination will not prejudice the accrued rights and liabilities of the parties.

6. Non-poaching of staff

Neither party will engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner, or sub-contractor of the other and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.

7. Terms

A contract for an engagement formed on the basis of a Letter of Engagement / Quotation referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

8. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

9. Status

The Client is a client of a business undertaking carried on by the Consultancy, and it is not the intention of either to create or allow to arise any employee/employer relationship.

10. Agency Workers Regulations 2010 ('AWR')

The Consultancy is a business carried on by (and substantially owned by) the individual(s) who it is envisaged will have primary responsibility for the provision of the Services. If any supervision, control and direction of any individual providing Services on behalf of the Consultancy is required, the Consultancy is responsible for providing the supervision, control and direction. No individual providing Services on its behalf will work under the supervision, control and direction of the Client. The understanding and intention of all parties is that no individual providing Services on behalf of the Consultancy will be an 'agency worker', within the meaning of AWR, and that AWR will not apply in respect of any engagement under these Terms.

11. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.