



CLOUD NATIVE
TERMS AND CONDITIONS
G-CLOUD 14

Cloud Native Ltd.
20-22 Wenlock Road London England N1 7GU
Registered in England: 11315114
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GENERAL DEFINITIONS

- 1. Cloud Native Ltd.** is a company incorporated in England and Wales (Registration number: 11315114) whose registered office is at 20-22 Wenlock Road London England N1 7GU ('the Company', Cloud Native).
- 2. Definition of Services:** The term "Services" herein refers to the services explicitly agreed upon by the Company to be performed for the Client.
- 3. Client Definition:** The term "Client" denotes the party engaging the services provided by the Company.
- 4. Formation of Agreement:** The "Agreement" encompasses the contractual arrangement established between the Client and the Company for the provision of services, inclusive of these Terms and Conditions.
- 5. Comprehensive Agreement:** The Agreement constitutes the entire and definitive understanding between the involved parties, supplanting any preceding agreements, whether oral or written, and all prior communications relating to the subject matter of the Agreement.
- 6. Governing Law and Jurisdiction:** This Agreement is subject to interpretation and enforcement in accordance with the laws of England. Each party hereby consents to the exclusive jurisdiction of the English Courts.
- 7. Modification Clause:** No alterations or modifications to this Agreement shall be deemed valid unless made in writing and duly signed by or on behalf of all parties involved.
- 8. Severability Provision:** Should any provision or part thereof within this Agreement be adjudged invalid, illegal, or unenforceable by a competent court or authority, such provision or part shall be deemed separable, and the validity and enforceability of the remaining provisions shall remain unaffected.

SERVICE DELIVERY

9. The Company undertakes to execute the agreed-upon services in accordance with the terms delineated in the Agreement, and the Client commits to remit all due payments to the Company for the time expended in service provision.
10. **Personnel Provision:** The Company is obligated to furnish appropriately qualified personnel ("Personnel") to fulfill the services as outlined.
11. **Replacement of Personnel:** The Company reserves the right to substitute any assigned Personnel but will endeavor to provide the Client with reasonable notice. Any replacements shall be of comparable suitability at no additional cost to the Client.
12. **Adherence to Client Premises Regulations:** While on the Client's premises, the Company's Personnel shall comply with all reasonable rules and regulations, including safety protocols, applicable to individuals on said premises.
13. **Fee Structure:** The Company shall invoice the Client for the time expended in delivering the Services, based on a daily rate as mutually agreed upon.
14. **Travel and Additional Charges:** Unless otherwise specified in writing, the Client shall not incur charges for travel to/from its primary premises or other related expenses such as accommodation or subsistence.
15. **VAT Exclusion:** All prices quoted are exclusive of Value Added Tax (VAT).
16. **Payment Terms:** Payment is due from the Client within 30 days of the invoice date, which shall be issued by the Company at the conclusion of each monthly period.
17. **Non-Solicitation Agreement:** Both parties agree that for a period extending from the Agreement's inception to twelve months post-termination or completion, neither party shall directly or indirectly solicit, engage, or employ personnel associated with the provision of the Services without the prior written consent of the other party.
18. **Liquidated Damages:** Should either party breach the aforementioned non-solicitation clause, the defaulting party shall be liable to pay the other party liquidated damages equivalent to the charge for 180 days of work by the affected personnel, based on the last applicable daily rate charged by the Company to the Client.

- 19. Independent Contractor Status:** Cloud Native, including its Personnel, operates as independent contractors and not as employees of the Client. The Client shall not be held liable for the actions or omissions of Cloud Native or its Personnel. Both parties agree to maintain the separate legal identity of Cloud Native and refrain from actions that might suggest an employment relationship between the Personnel and the Client.
- 20. IR35 Compliance Confirmation:** By engaging the Company's services, the Client affirms that it has diligently assessed the applicability of Intermediaries Legislation (**IR35**) and confirms that such legislation does not pertain to the present engagement.