

Meteoric Ltd – G-Cloud 14 Service Terms & Conditions

1. Definitions

"Meteoric", "the Company", "our", "us", or "we" shall mean Meteoric Ltd, a company registered in England and Wales, number 04962218, who's registered office is situated at New Kings Court, Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG;

"Client", "the Client", "the Customer", "you", or "yourself" shall mean the person, firm, company or recognised legal entity identified in the schedule, that has requested, ordered, or makes use of the services provided by Meteoric Ltd;

"the Services", shall mean the services supplied or to be supplied by Meteoric Ltd as described in the schedule, or as may be agreed from time to time;

"the Conditions" shall mean the terms and conditions of service set out herein;

"IP" shall mean intellectual property including without limit any and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;

"Public Sector" shall mean organisations that are Public Authorities for the purposes of the Freedom of Information (FOI) Act 2000 and Freedom of Information Act (Scotland) 2002.

2. Headings

- 2.1. The headings and titles in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of this Agreement's provisions.

3. Term of Agreement

- 3.1. The Conditions set out herein are the only terms on which the Company will provide the Services.
- 3.2. The Agreement shall commence in accordance with the schedule and shall either continue until the completion of the Services, or either party serves notice in writing of their wish to terminate the Agreement.
- 3.3. Unless otherwise stated in the schedule, the Agreement may be terminated by either party at any time, and without a notice period being given.

4. The Services

- 4.1. Subject to the Client meeting their obligations under this Agreement, the Company shall use all reasonable endeavours to provide the Services to the Client during the currency of the Agreement and do so with reasonable care and skill.
- 4.2. The Company's obligation to provide the Services shall be performed by one or more employees of the Company (the "Staff"), or sub-contractor, as the Company may consider appropriate.
- 4.3. The Company has the right of substitution, at its own expense, subject to the Client being reasonably satisfied that the nominated replacement Staff or sub-contractor (the "Substitute") have the required skills and resources to provide the Services to the required standard.
- 4.4. Where the Company provides a Substitute, it shall be responsible for paying the Substitute and shall ensure that any Agreement between the Company and Substitute shall contain obligations which correspond to the obligations of the Company under the terms of this Agreement. The Company shall remain responsible for the acts or omissions of any such Substitute.
- 4.5. The Company warrants that any nominated Substitute offered in accordance with the terms of this Agreement shall have the necessary skills to perform the Services. The costs of any training needed in order to gain such skills shall be at the Company's own expense.

- 4.6. In the event that the Company is unable to supply either the originally assigned Staff or an equally skilled or resourced Substitute to deliver the Services to the Client, the Client may terminate the Agreement immediately and without notice.
- 4.7. The Company shall not be required to provide any assistance or advice in addition to the agreed Services, and any requests to provide such shall be subject to prior approval of the Company, and separate Agreement between the Company and the Client as to the additional fees which may be payable and any supplementary terms which may be applicable to such an arrangement.

5. **Obligations**

- 5.1. The Company agrees, on its own part, and on behalf of its Staff or any Substitute, as follows:
 - 5.1.1. Not to engage in any conduct detrimental to the interests of the Client, which includes any conduct tending to bring the Client into disrepute or which results in loss of custom or business;
 - 5.1.2. To comply with statutory rules or regulations including but not limited to those relating to health and safety, and any such essential procedures of the Client required to properly perform the Services, as notified by the Client to the Company and/or its Staff or Substitutes;
 - 5.1.3. To provide to the Client any progress reports as may be requested from time to time; and
 - 5.1.4. To notify the Client forthwith in writing if the Company should become insolvent, dissolved, or subject to a winding up petition.
- 5.2. The Client agrees:
 - 5.2.1. To pay the Company the fees agreed in accordance with the schedule for the Services provided during the currency of the Agreement;
 - 5.2.2. To provide to the Company sufficient information about the requirement in order that the Company may arrange for the appropriate services to be delivered;
 - 5.2.3. To advise the Company of any health and safety information or advice which may affect the Company's Staff or Substitutes during the performance of the Services; and
 - 5.2.4. To notify the Company forthwith in writing if the Client should become insolvent, dissolved, or subject to any winding up petition.

6. **Relationship**

- 6.1. The Company acknowledges to the Client that there is no intention on the part of the Company, its Staff, Substitutes, or the Client to create an employment relationship between any of the parties.
- 6.2. The Company acknowledges to the Client that the relationship between the parties is between independent companies acting at arm's length, and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture, or relationship of employer and employee between the parties or their personnel.
- 6.3. The Client is under no obligation to offer work to the Company, and the Company is under no obligation to accept any work which may be offered by the Client. Neither party wishes to create or imply any mutuality of obligation between themselves.
- 6.4. The Client acknowledges and accepts that the Company is in business on its own account, and the Company shall be entitled to seek, apply for, accept, and perform contracts to supply its products and services to any other client or third party during the term of this Agreement without restriction.
- 6.5. The Company warrants that by entering into and performing its obligations under the Agreement it is not in breach of any obligation to any other client or third party.
- 6.6. The Company acknowledges to the Client that any Staff or Substitute nominated to perform the Services shall not be an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement.
- 6.7. The responsibility to comply with all statutory and legal requirements relating to the Staff of the Company (including but not limited to the payment of taxation, National Insurance Contributions,

maternity payments, Statutory Sick Pay, and obligations under the National Minimum Wage Act) shall fall upon and be discharged wholly and exclusively by the Company.

- 6.8. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that the Staff are an employee of the Client, the Company shall upon demand indemnify the Client in response of any such liability or obligation, and any related cost expenses, or other losses which the Client may incur.

7. Public Sector

- 7.1. Where the Client meets the definition of a Public Sector organisation, the following additional terms (7.1.1 through to 7.1.7 inclusive) shall apply:

- 7.1.1. The Company shall undertake an IR35 assessment every six months or less to determine whether the assignment falls within or outside the scope of IR35 if requested by the Client. For the avoidance of doubt, the Company shall be responsible for any fees payable to a third party whatsoever and howsoever arising from the IR35 assessment.
- 7.1.2. If it is determined by the Client, in its sole discretion acting reasonably, that the assignment falls within scope of IR35, any payment due to the Company shall be payable by the Client deducting all applicable taxes (including any National Insurance Contributions) required by law. The Client shall not be liable for any losses whatsoever and howsoever arising from IR35.
- 7.1.3. Where the Company is liable to be taxed in the UK in respect of consideration received under the Agreement, it will at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 7.1.4. Where the Company is liable to National Insurance Contributions (NICs) in respect of consideration received under the Agreement, it will at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 7.1.5. The Client may at any time during the term of this Agreement request the Company provides information which demonstrates how the Company complies with clauses 7.1.3 and 7.1.4, or demonstrates why those clauses do not apply.
- 7.1.6. The Client may terminate the contract if the Company fails to provide information in response to the request within a reasonable time; or the Company provides information which is inadequate to demonstrate compliance with 7.1.3 and 7.1.4, or fails to demonstrate why those clauses do not apply.
- 7.1.7. Where the Client is required to do so, the Company agrees that the Client may supply any information which is received under clause 7.1.5 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

8. Performance

- 8.1. The Company may provide the Services at such times and on such days as the Company shall decide, however it shall ensure that the Services are provided at such times as are necessary for the proper performance of the Services.
- 8.2. The Company may provide the Services from such locations as are appropriate in the Company's judgement. When necessary, the Client will provide the Company with appropriate access to the Client's facilities as is necessary for the effective conduct of the Services.

9. Fees

- 9.1. Subject to the receipt of the Company's invoice and verification by the Client of the Company's execution of the Services, the Company will receive payment from the Client in accordance with the fees specified in the schedule.
- 9.2. If the Company shall be unable to provide the Services to the Client for any reason, no fee shall be payable by the Client during any period where the Services were not provided.
- 9.3. An invoice shall be raised to the Client for the fees due to the Company for the Services provided in the billing period.

- 9.4. The Company is a VAT registered business, and the Client shall be charged VAT at the prevailing rate on the date of invoice.
- 9.5. All payments shall be made within 30 days of the invoice date and will be remitted directly to the Company only.
- 9.6. The Company shall be responsible for any PAYE Income Tax, National Insurance contributions, and any other taxes and deductions payable in respect of its staff.

10. Equipment

- 10.1. The Company shall provide, at its own cost, all such necessary equipment as is reasonable for the satisfactory performance of the Services by the Staff or Substitute.
- 10.2. If as a matter of convenience, or to fulfil any requirements of the Client's information security policies, the Company, its Staff, or Substitutes are provided with equipment by the Client for the purposes of an assignment, the Company shall be responsible for ensuring they preserve the security and condition of such equipment. Should such equipment be lost or damaged while in the Company's possession, the Company shall be responsible for the cost of any necessary repair or replacement.
- 10.3. The Company warrants that any computer equipment which it provides to its Staff or Substitute for the purpose of performing the Services will contain anti-virus protection.

11. Confidentiality

- 11.1. In order to protect the confidentiality and IP of the Client, and without prejudice to any other duty to keep secret all information given to it or gained in confidence, the Company agrees on its own part, and on behalf of its Staff and any Substitute:
 - 11.1.1. Not to disclose to any person or to make any use of the confidential information or IP of the Client, unless expressly authorised to do so by the Client as a necessary part of the performance of the Company's duties under the Agreement;
 - 11.1.2. At the cessation of the Agreement, to deliver all documents and other materials belonging to the Client which are in its possession, including documents and other materials created by the Company, its Staff, or Substitutes during the performance of the Services; and
 - 11.1.3. Not to make any copy, abstract, or summary of the whole or any part of any document belonging to the Client, except when required to do so in the course of fulfilling its duties under the Agreement.

12. Liability

- 12.1. The Company shall be liable for any loss, damage, or injury to any party, resulting from the acts or omissions of the Company or its Staff or Substitute during the performance of the Services.
- 12.2. During the currency of the Agreement, the Company warrants that it shall maintain insurance to cover the risk of a claim against the Company (or its Staff or Substitutes) whether pursuant to the terms of the Agreement or otherwise, including Employer's Liability Insurance, Public Liability Insurance, and Professional Indemnity Insurance.
- 12.3. The Company shall be liable for any material defects arising as a result of the provision of the Services, and the Company shall rectify at its own cost such notified defects as may be capable of remedy.

13. Anti-Corruption

- 13.1. The Company, its Staff, and its Substitutes shall:
 - 13.1.1. Comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;
 - 13.1.2. Comply with the Client's anti-bribery policy (where such a policy exists); and
 - 13.1.3. Promptly report to the Client any request or demand for any undue financial or other

advantage received by the Company in connection with its performance of the Agreement.

14. Jurisdiction

14.1. This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

15. Severability

15.1. If any provision of these conditions is held by any competent authority to be unlawful, invalid, or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.

16. Notices

16.1. Any notice or other communication to be given under this Agreement shall be in writing and must be delivered to the registered office of the party upon whom the notice is to be served. Any such notice may be delivered personally or by recorded first-class post and shall be deemed to have been served if by hand when delivered, or if by recorded post, served when signed for upon delivery.

17. Entire Agreement

17.1. This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements, assurances, representations, and understandings, whether written or verbal.

17.2. Each party acknowledges that in entering into this Agreement it does not rely on (and shall have no remedies in respect of) any statement, representation, assurance, or warranty however made, that is not set out in this Agreement.

17.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

17.4. Nothing in this Agreement shall limit or exclude any liability for fraud.

18. Force Majeure

18.1. If the Company is prevented or delayed in or from performing any of its obligations under the terms of the Agreement due to circumstances beyond its control, such as but not limited to, governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), weather, flood, fire or explosion, natural or local emergency, it shall not be held liable.