

G-CLOUD 14 TERMS OF BUSINESS

The following Terms of Business govern any work conducted by MLC Partners Limited, a company registered in England and Wales a company registered in England and Wales with number 09366814 and registered address c/o Wework, 123 Buckingham Palace Road, London, SW1W 9SR ("MLC"), under the G-Cloud 14 framework.

These Terms of Business are subordinate to the G-Cloud 14 Order Form, the G-Cloud 14 Framework Agreement and the clauses of the G-Cloud 14 Call Off Contract.

RECITALS

- (A) The Minister for the Cabinet Office represented by Crown Commercial Service (CCS) of 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP has appointed MLC as a provider of services under G-Cloud 14 Framework Agreement.
- (B) The Customer after reviewing the available G-Cloud 14 services available on the Digital Marketplace has determined that the service provided by MLC meets its needs and wishes to engage MLC accordingly.
- (C) The required services are defined in a G-Cloud 14 Order Form which has been supplied to MLC by the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Business the following definitions apply:

"Assignment"	means the Consultancy Services to be performed by the MLC for the Customer in accordance with the signed G-Cloud 14 Order Form;
"Charges"	means the charges as notified to the Customer at the commencement of the Assignment and detailed on the G-Cloud 14 Order Form;
"Consultancy Services"	means the services defined on the G-Cloud 14 Order Form delivered in accordance with the MLC Service Definition on the Digital Marketplace for the appropriate G-Cloud 14 service;
"Consultancy Staff"	means any individual engaged in the provision of the Consultancy Services, including any employee of or contractor engaged by MLC and any individual engaged by MLC through a limited company;
"Customer"	means the organisation engaging MLC to provide the Consultancy Services as detailed on the G-Cloud 14 Order Form;
"Data Protection Laws"	means the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any applicable statutory or regulatory provisions and all European

Directives and regulations in force from time to time relating to the protection and transfer of personal data;

“Digital Marketplace”

means an electronic system operated by or on behalf of CCS to provide details of services offered by approved suppliers under the G-Cloud 14 framework;

“G-Cloud 14”

means the framework RM1557.14 awarded by CCS in or around October 2024;

“G-Cloud 14 Order Form”

means an order form completed by a Customer for the provision of services from MLC in accordance with the terms of the G-Cloud 14 Framework Agreement.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after the start of any Assignment) under it from time to time.

2. ORDERING OF THE CONSULTANCY SERVICES

- 2.1. The Customer acknowledges that it is responsible for conducting appropriate searches on the Digital Marketplace and ascertaining which G-Cloud 14 service best meets its needs.
- 2.2. In providing a signed G-Cloud 14 Order Form to MLC, the Customer confirms that it has determined in accordance with clause 2.1 that the service provided by MLC is the most appropriate for its needs, and that the Consultancy Services it is purchasing from MLC are in accordance with the G-Cloud 14 Framework Agreement and the service definition provided by MLC.

3. THE CONTRACT

- 3.1. These Terms of Business together with G-Cloud 14 Order Form and G-Cloud 14 Call Off Terms constitutes the contract between MLC and the Customer for the supply of the Consultancy Services by MLC to the Customer.
- 3.2. These Terms of Business together with G-Cloud 14 Order Form and G-Cloud 14 Call Off Terms contains the entire agreement between the Parties and unless otherwise agreed in writing by a Director of MLC shall prevail over any terms of business or purchase conditions (or similar) put forward by the Customer.
- 3.3. No variation or alteration to these Terms of Business shall be valid unless the details of such variation are agreed between a Director of MLC and the Customer and are set out in writing and a copy of the varied terms is given to the Customer stating the date on or after which such varied terms shall apply.

- 3.4. The Customer acknowledges that this Assignment is for the provision of professional consultancy services and not for the provision of any individual, and that MLC may supply any suitably qualified and experienced individual to perform the Consultancy Services. Any reference to any named individual on the G-Cloud 14 Order Form or the provision of any specific individual at any time during the Assignment does not oblige MLC to provide that individual throughout the Assignment.
- 3.5. The Customer acknowledges that MLC shall be permitted to determine how it will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy complying with any reasonable operational requirements of the Customer. MLC will be at liberty to determine the location at which it will provide the Consultancy Services, but where the Consultancy Services are undertaken at the Customer's site, MLC will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Customer's site.

4. VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 4.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week or is completed or finished before the end of a week) the Customer shall verify the execution of the Consultancy Services by signature of a form (which may be online) provided to the Customer for this purpose.
- 4.2. Verification by the Customer of the execution of the Consultancy Services constitutes acceptance by the Customer that the Consultancy Services have been provided satisfactorily and in accordance with these Terms of Business. Failure to verify execution in writing does not affect the Customer's obligation to pay the Charges in respect of the work done.

5. CHARGES

- 5.1. The Customer agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.
- 5.2. MLC reserves the right to vary the Charges agreed with the Customer, by giving written notice to the Customer, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3. The Charges are invoiced to the Customer on a weekly basis and are payable within 30 days.
- 5.4. MLC reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 3% per annum above the base rate from time to time of Santander Bank PLC from the due date until the date of payment.
- 5.5. The Customer's obligations under this clause 5 shall be performed without any right of the Customer to invoke set-off, deductions, withholdings or other similar rights.

6. NON-SOLICITATION OF CONSULTANCY STAFF

- 6.1. Subject to clause 6.2, the Customer agrees (save with the express written consent of MLC) not to engage or seek to engage any Consultancy Staff directly or indirectly other than by way of contract with MLC during the Assignment and for a period after the termination of the Assignment equal to the duration of the Assignment, subject to a minimum of three months and a maximum of 12 months ("the Exclusion Period").

- 6.2. If the Customer wishes during the Exclusion Period to engage any Consultancy Staff directly or indirectly other than by way of contract with MLC, the Customer agrees to pay a fee equivalent to 50 days at the rate at which the Consultancy Staff was supplied to the Customer immediately prior to the termination of the Assignment, together with Value Added Tax at the prevailing rate. No refund shall be payable in the event that any contract subsequently terminates.

7. TERMINATION OF THE ASSIGNMENT

- 7.1. The Assignment will terminate:
- 7.1.1. when the Customer confirms that the Consultancy Services have been completed;
 - 7.1.2. at the expiry of 10 working days' notice provided by one Party to the other Party;
 - 7.1.3. on a date mutually agreed between the Parties.
- 7.2. Notwithstanding the provisions of clause 7.1 the Customer may terminate the Assignment with immediate effect by notice in writing to MLC where:
- 7.2.1. MLC has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Consultancy Services; or
 - 7.2.2. the Customer reasonably believes that MLC has not observed any condition of confidentiality applicable to MLC from time to time; or
 - 7.2.3. the Customer reasonably considers that MLC's provision of the Consultancy Services is unsatisfactory, subject to notifying MLC of its concerns and providing a reasonable opportunity for MLC to rectify the situation.
- 7.3. MLC may terminate an Assignment with immediate effect by notice in writing if:
- 7.3.1. the Customer is in wilful or persistent breach of its obligations under these Terms of Business or the G-Cloud Call Off Terms and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from MLC to do so; or
 - 7.3.2. the Customer fails to pay any amount which is due to MLC in full and on the date that the payment falls due; or
 - 7.3.3. the Customer is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 7.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Customer; or
 - 7.3.5. an order is made for the winding up of the Customer, or where the Customer passes a resolution for its winding up; or
 - 7.3.6. the Customer seeks to supervise, direct or control the Consultancy Staff; or

- 7.3.7. the Customer determines that the Consultancy Staff are in scope for the off payroll working rules in the Public Sector in Chapter 10 Part 2 of the Income Taxes (Earnings and Pensions) Act 2003.

8. CONFIDENTIALITY AND DATA PROTECTION

All information relating to Consultancy Staff is confidential and is also subject to the Data Protection Laws and is provided solely for the purpose of providing Consultancy Services to the Customer. Such information must not be used for any other purpose nor divulged to any third party and the Customer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition, information relating to MLC' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

9. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Consultancy Services shall belong to the Customer. MLC shall use its reasonable endeavours to ensure that the Consultancy Staff shall execute all such documents and do all such acts in order to give effect to the Customer's rights pursuant to this clause.

10. NOTICES

All notices which are required to be given in accordance with these Terms of Business shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

11. SEVERABILITY

- 11.1. If any of the provisions of these Terms of Business shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.
- 11.2. If any of the provisions of these Terms of Business are found to be in conflict with the G-Cloud 14 Order Form, G-Cloud 14 Framework Agreement or G-Cloud 14 Call Off Terms, such provision or part of it shall be severed from the remaining provisions, which shall continue to be valid.

12. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms of Business are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

13. GOVERNING LAW AND JURISDICTION

These Terms of Business are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.