



ClearBoxCONSULTING

INTRANETS | COLLABORATION | SHAREPOINT



ClearBox terms and conditions

For the purposes of G Cloud, ClearBox Consulting works within the framework and the **G Cloud 14 call off contract**.

The following indicative terms must be referred to in the first instance, and should ideally be discussed as appropriate before any briefs or proposals are drafted.

May 2024

ClearBox Consulting Limited - Terms

These terms relate to the provision of consulting services ("work") by ClearBox Consulting Ltd. ("ClearBox" or "we") for you (the "Client").

Consulting

1. The fee for this work is based on an hourly rate to be charged for work performed on the project described in this document (the "programme"). All time spent on the programme once these terms have been signed by both parties will be chargeable.
2. Time spent travelling is not charged provided that the total travel time is less than the chargeable time for each meeting.
3. We work a compressed four-day week Monday-Thursday. We can be available by pre-arrangement on Fridays if necessary for scheduling events such as workshops.

Expenses

4. The Client will pay for any expenses reasonably and actually incurred by ClearBox in connection with the work. Expenses will be charged by ClearBox at cost.
5. We will make every effort to keep expenses to a reasonable minimum. Travel will be on public transport wherever practical. If the total travel time in a day is more than four hours then we may use business class (flights) or first class (trains).
6. Car journeys will be charged at 45p per mile.
7. Overnight accommodation is charged up to a maximum of £175 per night B&B (£200 in capital cities). Meal expenses when travelling will be a maximum of £35 dinner and £15 lunch.
8. Where online services are purchased specifically for use within this project, these will be charged at cost (for example, for online card sorting or surveys).

Terms

9. The contract will be with:

ClearBox Consulting Ltd.
CoWorkz Business Centre Office 1
Minerva Avenue
Chester, UK
CH1 4QL

Registered Company Number: 06030251 (UK).

ClearBox Consulting Ltd. • www.clearbox.co.uk

+44 (0) 1244 458746 • hello@clearbox.co.uk

10. Payment terms are within 30 days of the date the Client is presented with the invoice. Invoices will be issued at the end of each calendar month and are payable in GBP sterling by bank transfer. The Client agrees to bear all additional costs relating to bank charges or currency exchange that may arise from making their payment.

Termination

11. Once work by ClearBox has commenced on the programme, we undertake to deliver in accordance with the agreed schedule, provided that agreed resources and commitments made by the Client are also reasonably met.
12. Should the Client, due to unforeseen circumstances, need to delay the programme, then we will try to accommodate this and defer the work for up to one month. If such a delay continues for longer than one month, then we will have the right to terminate this agreement, effective upon written notice to the Client of such termination.
13. Should the Client, after signing this agreement, wish to terminate the programme for reasons outside of our control, then we reserve the right to charge you for all work undertaken to that point and any work for any event for which you have asked us to hold dates (e.g. workshops or meetings).

Intellectual Property and Confidentiality

14. "Intellectual Property Rights" means, collectively, all rights with respect to trademarks, service marks, trade dress, logos, copyrights, rights of authorship and patents; all database rights, moral rights, inventions, rights of inventorship, rights of publicity and privacy, trade secrets, know-how, inventions, improvements, discoveries, ideas, processes, specifications, technical data and rights under unfair competition and unfair trade practices laws; all other worldwide intellectual and industrial property rights related thereto; and all applications, registrations, derivative works or renewals relating to any of the foregoing.
15. All materials supplied to ClearBox by the Client will be treated by ClearBox as strictly confidential and will be returned or destroyed on the Client's request. This confidentiality obligation will survive termination of this agreement and, for the avoidance of doubt, it will also survive the expiration or termination of any other non-disclosure agreement in effect between the parties.
16. Materials created expressly for the Client (i.e., for which the Client has paid for the time spent creating them) may be used and replicated without further limitation within the Client's organisation, provided that they are not re-sold or offered externally. All reports, deliverables, documents, and other work product unique to this programme will be considered "work for hire". The Client will exclusively own all right, title and interest (including Intellectual Property Rights) in and to work for hire.
17. Any other methods, frameworks or materials introduced by ClearBox during the term of this programme will remain the intellectual property of ClearBox unless otherwise agreed in writing. Their use during the term of this Statement of Work does not necessarily imply further rights to use such methods, frameworks or materials.

Liability Insurance

18. ClearBox Consulting Limited is covered by the following liability insurance:

- Public liability £2M
- Products liability £2M
- Professional indemnity £2M

Jurisdiction

19. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims).

Assumptions

We believe that projects like this are most successful when clients take an active role in each step. This helps to deepen understanding on both sides and gives you the best chance of carrying things forward at the end of the engagement. We hope that you'll be able to help us in this by:

- Making an initial introduction to research participants
- Reviewing interim materials
- Guiding us through existing materials such as survey data and organisation structures
- Helping us evaluate technology options that fit with your IT strategy and estimating costs.

Corporate social responsibility

As a micro business (five employees and a few hand-picked associates), ClearBox Consulting's social responsibility efforts revolve around positively contributing to the best practices of our industry and our clients.

Our founding ethos is that we focus on people, not merely technology, and so we always consider employee needs alongside business needs.

We frequently provide guidance and advice via articles, webinars, and conference talks, and so we share our knowledge freely. Additionally, as a digital first company, we maintain no physical offices and so our real-world and environmental footprint is automatically small.

Ethics

Our employees decide which clients we work with, meaning ClearBox Consulting as a whole or individual employees can decline to work with an organisation for any reason. We discuss the ethics of certain industries and potential clients, considering their social impact and purpose.

We frequently choose to work with organisations with values that align with our own, considering culture, purpose, and social impact.

Equality, diversity, and inclusion

In our own company and with clients, we focus on individual strengths and respect individual differences. We follow all relevant legislation, such as the Equality Act 2010, and always support additional legislation and policies that our clients work within.

As a small team of colleagues, we respect each other's privacy while welcoming conversation about personal and social topics, such as gender, race, family, neurodivergence, physical and mental health, disability, LGBT+, and religion. Further, we discuss and highlight accessibility issues with technology vendors and clients in order to improve employee experience and inclusion.

Sustainability

Long-term business success, for us and for our clients, cannot be achieved by only focussing on present needs, velocity, and profit. When considering the impact of new technologies and new ways of working, we help clients develop their digital dexterity in a way that supports smarter, flexible ways of working. A founding tenet of ClearBox is that we focus on people, not just technology, and so we consider employee engagement alongside business goals. Our ethical stance ensures we're able to work with organisations that share similar values to us.

Environment

As a small, digital-first consultancy, our environmental impact is greatly reduced by having always adopted work-from-home practices and avoiding maintaining a physical office. Our transport and paper use is very modest, and while we are happy to travel for major meetings with clients, the majority of our work is conducted within the client's digital workplace and video calls. While we are aware of the environmental impact of colossal data centres that support the cloud (considering power and water) we believe that centralised systems for decentralised workers is an efficient approach considering the shift in working practices in the last 30 years, and in the pandemic and post-pandemic years.

Accessibility

ClearBox works to help clients provide a good digital employee experience. We perform employee research so we can advise the client on user experience (UX) and usability. Good usability *requires* accessibility. We are very aware of individual differences and always care and advise about colour, user interface design, and vocabulary and readability. We understand that accessibility has a relationship to disability, and that disability can be permanent, temporary (injury, overwhelmed), situational (life-stage, activity, distracted). Further, we discuss Web Content Accessibility Guidelines (WCAG) with the technology vendors we work with.

Information security

Our information security policy is available on request, and covers data protection, GDPR, and our digital hygiene.

Modern slavery

We do not directly address modern slavery policies within ClearBox as we are small and self-contained consultancy, however we personally know any contractor we might employ for consulting work and will adhere to clients' policies.



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