

1. Definitions

Client means the organisation contracting with Evolution for the provision of services as stated in the proposal document.

Evolution means Evolution Recruitment Solutions LTD , 03990096; registered office The Genesis Centre Garret Field, Birchwood, Warrington, Cheshire, WA3 7BH

Proposal means the document provided by Evolution detailing the proposed work to be provided to the client, including scope, objectives, approach, deliverables, resources and costs. If the proposal is accepted, it constitutes a formal contract between the client and Evolution.

Contract means the contract formed by the acceptance of the proposal by the client and the provision of a purchase order accepted by Evolution, and such contract shall be governed by these terms and conditions.

Purchase Order is the written authorisation from the client to acquire the services from Evolution, as described in the agreed proposal.

Deliverables means those items identified in the proposal (if any) to be provided by Evolution to the client in the course of delivering the Project.

Project means the work to be undertaken by Evolution for the client as described in the proposal.

Services means any activity performed by Evolution in relation to the Project.

Working Days means Monday to Friday excluding bank or public holidays.

2. The Services

By accepting the Proposal and providing a Purchase Order, the client agrees to be bound by these Evolution terms and conditions, to the exclusion of all other terms and conditions (including any terms or conditions which the client purports to apply under any purchase order, specification or other document).

Evolution shall provide the services using reasonable skill and care.

In providing the services, Evolution shall use its reasonable endeavours to give sound advice based on the information available, but the client will remain wholly responsible for determining matters of policy or action related to that advice and the in the implementation.

3. Fees

All consultancy services for this Project will be charged at the rates specified in the submitted pricing document, including all expenses. Prices are quoted exclusive of value added tax.

4. Variations

Any variations to the contract will be handled in writing through a formal change control process. Change control is the process through which all requests to change the baseline scope of a project, programme or portfolio are captured, evaluated and then approved, rejected or deferred.

5. Invoicing

Invoices will be submitted to the client on a monthly basis, at the end of each calendar month, with terms of 7 days net from the date the invoice is submitted. Payments will be made by bank transfer to Evolution. Where

the Project is fixed price, this will be invoiced in accordance with the Proposal.

Evolution reserve the right to suspend services if invoices are not paid in accordance with agreed terms.

All work completed will be verified by weekly checkpoint reports submitted to the client. Any disputes regarding the delivery or quality of work will be managed to resolution between Evolution and the client. In the first instance, the client should raise the dispute with Evolution's Project Manager. Evolution will investigate the dispute and provide a formal response within 5 working days. Evolution will continue to engage directly with the client thereafter to resolve the dispute.

6. Termination

Either party may terminate the overall agreement in writing subject to one calendar months' notice. The notice period will commence from the date that receipt of the notice is confirmed. Any Proposals already agreed will remain payable in full.

7. Sub-contractors

Evolution shall be entitled, in its absolute discretion, to appoint sub- contractors to provide part of the services.

If the client nominates sub-contractors to work with Evolution in the provision of the services, the client shall be responsible for such nominated sub-contractors. Evolution reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents Evolution delivering its services.

8. Client's responsibilities

The client will ensure that its staff, contractors and other suppliers co-operate fully with Evolution.

Whilst Evolution employees or sub-contractors are working on the client's premises, the client will ensure the health and safety of those people.

9. Liability and indemnity

Each party (the "indemnifying party") shall indemnify the other (the "indemnified party") against any losses arising as a result of any material breach by the indemnifying party (including any of such party's agents, delegates, employees or officers acting on their own account) or of any applicable legal or regulatory requirements, save to the extent that the losses arise as a result of the negligence, misrepresentation, fraud, breach of the Project or wilful default of the party seeking indemnification or any of such party's agents, delegates, employees or officers.

10. Data protection and privacy

Evolution is committed to protecting and respecting clients' and other users' privacy and acting in compliance with GDPR (the General Data Protection Regulations), any other associated Data Protection legislation and any applicable enacting, successor or amending legislation.

11. Confidentiality

For the purpose of this clause 11, the following terms shall have the meaning stated opposite them:

'Confidential Information' means all proprietary information or information marked as confidential or of a

nature that it would normally be considered confidential or not for publication to members of the public, including without limitation, commercial information, financial information, trade secrets processes, designs, customer lists, commercial secrets and know-how;

‘Recipient’ the party who receives the confidential information from the other party, the ‘discloser’

Subject to the provisions herein, both parties agree that:

They shall not use such confidential information relating to the discloser except in connection with the services nor divulge it to any third party without the prior written permission of the discloser; they will during such time that the services are being performed under this agreement and for 10 years thereafter keep confidential the confidential information of the discloser.

Each party may disclose the confidential information to any of its officers, employees, advisers, subcontractors and contractors that need to know the relevant confidential information for the provision of the services, provided that it procures that each such person to whom the confidential information is disclosed complies with the obligations set out in this clause as if they were a party to this agreement.

Each party may disclose the confidential information to the minimum extent required by any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction; the rules of any listing authority or stock exchange on which its shares are listed; or the laws or regulations of any country to which its affairs are subject.

The obligations set out in 11.2 shall not apply, or shall cease to apply, to confidential information: that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the recipient in breach of this agreement; was already lawfully known to the recipient before it was disclosed by the discloser; or has been received by the recipient from a third party source that is not connected with the parties hereto and that such source was not under any obligation of confidence in respect of that information.

12. Continuing Obligations

On termination of this agreement, any clause which is expressly or by implication intended to come into force or continue in force on or after such termination or expiry shall continue in force and legal effect.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation.

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14. Third party rights

This agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.