

Terms & Conditions

G-Cloud 14

May 2024

Curzon & Company LLP Standard Terms & Conditions

1. In order for us to work together effectively, **enter client's name once here** ("Client") must have access to confidential information about Curzon & Company LLP's approach and methodologies. As your consultants, we will allow you to use our consulting methodologies and attendant tools, for internal purposes only, under a non-exclusive, royalty-free, non-transferable license.
2. We will continue to own all the consulting methodologies and attendant tools that we use or develop during the project, as well as any enhancements or improvements to these methodologies and tools. Client will not use these consulting methodologies and tools, whether or not covered by patents, copyrights, or trade secrets law, to compete with Curzon & Company LLP's business of management consulting, and will not disclose them to anyone outside the company without Curzon & Company LLP's written consent. You will be responsible for ensuring that your employees or agents comply with this provision during and after the project.
3. In our joint partnership, we will be mutually dependent on one another to accomplish the ambitious goals we have established. You as Client retain the right and responsibility to provide leadership, make decisions, and design and implement the changes to your business. We as your consultant will organise, facilitate, and manage the change process and give you the benefit of our best thinking and research as to appropriate strategies and tactics.
4. Curzon & Company LLP will not solicit for employment or hire Client's employees or agents nor will Client solicit for employment or hire ours without specific written agreement during the course of our work and for one year after its conclusion.
5. Should either company decide to end the relationship for any reason, they may do so without penalty by giving two week's written notice. Even if such notice is given because we feel that you as the client, or you feel that we as your consultant, have not lived up to the agreement in whatever manner cancellation of our agreement will be the most drastic action either of us will take and without further claim against the other. The only exceptions to this would be if either of us failed to honour our obligations regarding hiring one another's employees without written permission, fees or expenses are not paid, death or injury of employees, infringement of intellectual property rights, the use of commercially sensitive or otherwise confidential information of a competitor or if confidential information were misused. Except where the relationship is terminated by Client due to a failure by Curzon & Company LLP to comply with any of the above obligations, it will be paid through the notice period.
6. Should the business of the Client be subject to material change during the course of the project which prevents attainment of the agreed targets then Curzon & Company LLP retains the right to renegotiate the terms of the agreed contract.
7. Save in relation to any claim for breach of the obligations set out in condition 5 above to which these limitations of liability will not apply, Curzon & Company LLP shall not be liable for any claim or expense for loss of profit or other financial loss, nor for any indirect, consequential or special loss of Client whether occasioned by breach of contract, negligence, misrepresentation or other breach or default. Any liability of Curzon & Company LLP's shall be limited to direct loss caused by it. In any event, Curzon & Company LLP's aggregate liability on all account whatsoever shall be limited to a maximum of the amount of £10million per claim.
8. Nothing in this agreement shall limit Curzon & Company LLP's liability for death or injury caused directly by its negligent act, default or omission.
9. Data protection

In this clause [9], the following definitions shall apply:

‘Client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the data protection legislation;

‘GDPR’ means the General Data Protection Regulation ((EU) 2016/679); and

‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

We shall each be considered an independent data controller in relation to Client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of Client personal data.

You shall only disclose client personal data to us where:

- (i) you have provided the necessary information to the relevant data subjects regarding its use
- (ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and
- (iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

We shall only process Client personal data:

- (i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- (ii) in order to comply with our legal or regulatory obligations; and
- (iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects’ own privacy rights. Our privacy notice (available at <http://www.curzoncompany.com/terms-of-use/>) contains further details as to how we may process client personal data.

For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose Client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors). We will only disclose client personal data to a third party provided that the transfer is undertaken in compliance with the data protection legislation.

We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of Client personal data and against accidental loss or destruction of, or damage to, Client personal data.

In respect of Client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- (a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
- (b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of Client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- (c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, Client personal data.

Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.