

1. DEFINITIONS

1.1 In these general terms and conditions ("**Terms**") the following words have the following meaning: -

"**Project One**" means Project One Consulting Limited whose registered office is at 5 The Clock Tower, Manor Lane, Holmes Chapel, Cheshire CW4 8DJ (Registered in England, Company number 3640772, VAT registration number: 135 5930 10).

"**Contract**" means these Terms and any relevant Statement of Work.

"**Customer**" means the person, firm or company to whom Project One supplies Services.

"**Services**" means any services provided or to be provided by Project One to the Customer.

"**Statement of Work**" means an agreement in writing between the Parties relating to the scope of Services, which makes reference to these Terms.

"**Party**" means either Project One or the Customer.

"**Parties**" means Project One and the Customer.

"**Authorised Representative**" means any director or other duly authorised employee of Project One or of the Customer.

"**Associate**" means a person who is a subcontractor to Project One and who is not an employee of Project One.

2. CONTRACT

2.1 These Terms together with any relevant Statement of Work are the only terms on which Project One supplies Services and all Services supplied by Project One shall be subject to these Terms and any relevant Statement of Work. These Terms shall prevail over any and all inconsistent terms and conditions in any purchase order of the Customer or contained in any correspondence or elsewhere. To the extent that the Customer issues a purchase order to Project One relating to the Services, the Customer agrees that (unless otherwise agreed) such purchase order relates only to the referencing of invoices and the terms of such purchase order shall not apply.

2.2 Any variation to the Contract shall be effective only if it is made in writing and signed by an Authorised Representative of Project One and of the Customer.

2.3 Any Statement of Work submitted by Project One to the Customer shall not constitute an offer to provide Services until it is signed for and on behalf of Project One. In the event of inconsistency between the terms of a Statement of Work and these Terms the Statement of Work shall prevail.

2.4 The Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings whether written or oral, express or implied, and all prior dealings between the Parties with respect thereto. Neither Party shall be entitled to rely on or have any remedy in respect of any statement, representation or warranty made prior to the date of the Contract in respect of its subject matter unless it was made fraudulently or is expressly set out in the Contract.

2.5 No estimate or budgetary quotation which is given to the Customer in connection with the supply of Services shall be construed as part of these Terms unless specifically incorporated in writing into the Contract.

3. CONSULTANCY SERVICES

Project One may occasionally sub-contract the performance of the Services (or any part of them) to one or more partner companies and references to Project One in these Terms shall include such partner companies. In such event Project One shall ensure that such partners are made aware of these Terms and comply with them.

4. FEES

4.1 Subject to clause 4.3, the prices or fees chargeable by Project One in respect of the supply of Services shall be charged as set out in the Statement of Work. Unless otherwise stated in the Statement of Work Project One will charge all travelling and subsistence expenses reasonably incurred in providing the Services to the Customer upon production of appropriate receipts and invoices. Receipts will be held by Project One and be available for review by the Customer for not less than 12 months following completion of the Contract.

4.2 Where a fixed price for the provision of Services is set out in the Contract such price includes only such Services as are specified in the Statement of Work and any deviation from the same required by the Customer or agreed between the Parties which involves additional expense or costs to Project One, including (without prejudice to the generality of the foregoing) working weekends or outside normal office hours, will be chargeable to the Customer in the manner agreed in writing in advance by the Parties, or in default of such agreement in accordance with clause 2.3 below.

4.3 To the extent that Project One's fees are not set out in the Contract, the Customer shall pay to Project One fees in respect of the Services on a time and materials basis at Project One's rates or prices for the time being. Services provided outside normal office hours during the working week shall be charged at one and a half times Project One's usual fee rates. Services provided on weekends and public holidays shall be charged at twice Project One's usual fee rates. The provision of such Services to be agreed with the Customer in advance. Project One's records of such time and materials shall, in the absence of manifest error, be conclusive and binding proof of the Services provided.

4.4 Project One's fee rates may be varied by Project One at its discretion from time to time but not more frequently than once every twelve (12) months.

4.5 Project One shall be entitled to charge for time spent by its personnel whilst they are available for work at the Customer's premises but are unable to provide Services because of a failure by the Customer to meet its obligations under the Contract or these Terms.

4.6 The Customer agrees to indemnify Project One for any direct loss or extra expense incurred by Project One due to the Customer's instructions or lack of reasonable instructions, failure to provide any information, facilities or services that are reasonably required by Project One or through any act or default on the part of the Customer, its servants, or employees and which are not provided for in the Contract. Project One shall give the Customer a reasonable opportunity to mitigate loss or damage at the Customer's own cost.

4.7 Unless otherwise stated all amounts payable by the Customer are exclusive of value added tax (VAT).

5. PAYMENT

5.1 Project One shall invoice the Customer in respect of Services provided on a monthly in arrears basis unless otherwise agreed in writing by the Customer and Project One.

5.2 Payment of invoices shall be made within thirty (30) days of the invoice date. Project One shall have the right to charge interest from the invoice date on overdue invoices without further notice at a rate of two (2) per cent per annum over the base rate of Nat West Bank plc for the time being in force.

- 5.3 The Customer shall not be entitled to deduct or set off from any money or monies for the time being due to Project One for any claim for loss or expense alleged to have been incurred by the Customer by reason of any breach or failure to observe the provisions of the Contract between the Customer and Project One. Where an invoice or part thereof is disputed, the undisputed elements will be settled under the standard terms.

6. COMPLETION

- 6.1 Dates for the completion of Scopes of Assignment are to be treated only as estimates and time is not of the essence in respect of any dates referred to in the Contract
- 6.2 Project One shall use its reasonable endeavours to complete the Statement of Work within a reasonable time taking into account the time Project One received all reasonable information, facilities and services necessary to enable Project One to complete the Statement of Work.

7. ACCEPTANCE AND NOTIFICATION

- 7.1 The Customer shall satisfy itself before implementing any recommendation made by Project One by testing or otherwise that the recommendations made are suitable for the purpose and/or conditions for which it requires them and/or conform to the Statement of Work.
- 7.2 Any claim made by the Customer under this Contract shall be void and have no effect unless Project One is notified of such claim in writing within one year of completion of the Statement of Work. The Customer shall give Project One a reasonable opportunity of correcting any remedial defects or errors at Project One's own cost.
- 7.3 Any notice given under this Contract must be given in writing and sent or delivered by email, by hand or first-class prepaid post to the other Party at the address stated in the Contract (or any other address notified for this purpose by that Party). Notices shall be deemed to have been served forty-eight (48) hours after the date of posting to the appropriate address or immediately (where delivered by email or by hand).

8. CUSTOMER OBLIGATIONS

- 8.1 Wherever required in respect of the supply of Services the Customer shall provide Project One staff, employees, and employees of partner companies with such accommodation, computer resources and other facilities as may be necessary, during and outside normal office hours, for such individuals to supply the Services.
- 8.2 The Customer warrants that it is either the owner (or is authorised by the owner to make the equipment available) of all equipment which is the subject of the Services or is made available by the Customer to Project One to perform the Services.
- 8.3 If in performing the Services Project One is required to adapt or modify materials supplied by the Customer, the Customer warrants that it has the right to supply such materials to Project One to have such adaptation and modifications made. The Customer agrees to indemnify Project One, its personnel and Associates against all liability arising in connection with or relating to any such adaptation or modification work.
- 8.4 Support services to be provided by Project One, including but not limited to, project management, general project consultancy and preparation of documentation shall be as agreed in writing. Any support services not so agreed upon shall be furnished by the Customer.

- 8.5 The Customer's contractual relationship with Project One is governed by these Terms and is independent of and unaffected by any relationship that the Customer may have with a third party. In the event that the Customer elects to have work or any responsibilities undertaken by a third party, it will be the Customer's responsibility to evaluate, select and agree acceptable terms with those third parties. Project One is not a party to any agreement with the third party and therefore cannot in any way be responsible for the results achieved or the schedule of completion and Project One does not make any representation or warranty, express or implied as to the quality, completeness or fitness of the results achieved by any third party for the purpose intended by the Customer.

- 8.6 The Customer shall advise Project One of all rules and regulations relating to the conduct of the Customer's employees and of specific regulations or practices with which Project One personnel should comply. Project One personnel shall use reasonable endeavours to comply with such rules and regulations whenever they are on the Customer's premises. The Customer shall take all reasonable precautions to ensure the health and safety of Project One staff, employees, and employees of partner companies while they are on the Customer's premises.

- 8.7 The Customer undertakes to provide such assistance and information within a reasonable period of it being requested to enable Project One to complete each Statement of Work.

9. CONFIDENTIALITY

- 9.1 Each Party undertakes to treat as confidential all documentation and all information made available by the other Party and nominated or marked as 'Confidential' or which is by its nature confidential, and to treat such information as confidential so long as such information has not come into the public domain otherwise than by the default of the receiving Party, or is not required to be disclosed by law.
- 9.2 Upon any termination of this Contract, each Party shall cause all confidential information belonging to the other Party in whatever medium it is recorded or held to be returned, deleted or destroyed according to the written instructions of the other Party and shall confirm in writing to that Party that the instructions have been executed.
- 9.3 Project One reserves the right to sub-contract all or any part of its rights and obligations under these Terms or any Statement of Work and any such sub-contractor may be passed such confidential information as may be necessary for such purpose. The use of such sub-contractors, to be agreed in writing with the Customer; such agreement not to be unreasonably withheld or delayed.
- 9.4 The provisions of this Clause 9 shall continue after the termination of the Contract.

10. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Party will indemnify the other, and keep it fully indemnified against all costs claims demands or liabilities of whatever nature arising out of or in connection with any claim that the use of any information material or software supplied by such Party infringes the intellectual property or other rights (of whatever nature) of any third party.
- 10.2 If an idea, concept, know-how or technique is developed jointly by both parties during the course of the completion of the Statement of Work all intellectual property and other rights of whatsoever nature in the same shall vest equally in both parties and each shall have the right to exploit and grant licences thereof and assign its rights therein without requiring the consent of the other.

10.3 Each Party retains ownership of all and any pre-existing intellectual property it uses or discloses to the other Party in connection with the Services. Each Party undertakes that it shall ensure that its employees will not make copies in whole or in part of any intellectual property of the other Party provided or in any way obtained in eye-readable form except for its use in connection with the Services. The intellectual property rights in all materials, specifications, designs, reports and all other documentation (“**Material**”) created by Project One in the course of supplying the Services that are not confidential to the Customer will be and will remain vested in Project One.

10.4 Project One hereby grants to the Customer with effect from the date on which payment in full for the Services has been received by Project One a perpetual, worldwide, non-exclusive and non-transferable licence to use the Material for any purpose whatsoever provided that the Customer shall not be entitled to sub-licence the use of the whole or any part of the Material without the prior written agreement of Project One such agreement not to be unreasonably withheld or delayed.

11. LIABILITY AND INDEMNITY

11.1 This Clause prevails over all other clauses in the Contract.

11.2 Nothing in this Clause shall be deemed to exclude or limit the liability of Project One or the Customer for any death or personal injury caused by its negligence in carrying out the Contract.

11.3 The liability of either Party in respect of loss or damage to tangible property of the other Party caused by its negligence shall not exceed two million pounds (£2,000,000).

11.4 Project One’s liability, if any, to the Customer in respect of the Services shall in all circumstances be limited at the Customer’s option to either performing those Services which were defective again without further charge or otherwise the liability of Project One shall be limited following any one event or series of connected events to a maximum amount of one million pounds (£1,000,000).

11.5 Neither Party shall be liable to the other Party for any loss of profit, production, anticipated savings, reputation, goodwill or business opportunities or any type of indirect, economic, or consequential loss even if that loss or damage was reasonably foreseeable or that Party was aware of the possibility of that loss or damage arising.

11.6 Neither Party shall be liable for any claim made more than one (1) year after completion of the delivery of Services under the relevant Contract.

11.7 The Customer shall fully indemnify and hold Project One harmless in respect of any claims by third parties which are caused by or arise from any act or omission of Project One or of any employee, employee of a partner company or sub-contractor carried out pursuant to instructions of the Customer.

12. THE SERVICES

12.1 Project One will monitor the progress of the Services with the Customer. This will take the form of review meetings with Project One attended by representatives of the Customer authorised to make decisions with respect to the provision of the Services.

12.2 Where the Services comprise a number of stages or phases, on completion of each stage or phase of the work, the Customer and Project One shall undertake a review of work completed to date, changes in requirements, revised resource estimates and schedules, and responsibility for outstanding tasks. Such stages or phases may include; business awareness, baseline definition, problem determination, solution definition, mobilisation, delivery, implementation and handover. If as a result of the Customer’s and Project One’s review, additional Services to those referred to herein are required, the Customer and Project One shall agree such additional Services as are required and any associated charges.

13. PERSONNEL

13.1 The Customer agrees that Project One’s employees and Associates shall have free access to the areas on the Customer’s property where the Services are to be provided in order to carry out such Services subject to any reasonable restrictions as the Customer may impose.

13.2 Project One will provide the personnel required to fulfil the Services and at all times the conditions of employment of Project One apply to such personnel. However, Project One staff shall when working on the Customer’s premises conform to the reasonable general working terms and conditions of the Customer provided that Project One has been informed in writing of such terms and conditions and compliance does not interfere with the provision of the Services.

13.3 There is no deduction for fees for incentive awards given by the Customer to Project One staff. Fees are deducted however for each day that an employee or Associate is absent from the assignment due to holidays, sickness or for any other reasons not referred to in this Sub-Clause.

13.4 Project One reserves the right to substitute new personnel for the personnel assigned to the Customer from time to time. In such event Project One will notify the Customer in writing (10) working days in advance of the change and the Customer may refuse the substitute only if it furnishes Project One with reasonable reasons more than five (5) working days prior to substitution.

13.5 In the event of the Customer wishing Project One to withdraw some of its staff prior to completion of the Contract, the Customer shall first give to Project One not less than fourteen (14) days written notice.

14. TERMINATION

14.1 Project One shall be entitled by notice in writing, without prejudicing any rights contained herein or accrued hereunder or under a Statement of Work, to terminate forthwith any provision of the Services if any invoice raised by Project One is still outstanding after thirty (30) days and the Customer continues to be in default for thirty (30) days after written notice of default has been given to it by Project One. Where default is due to a dispute over an invoice, Project One shall give the Customer a reasonable opportunity to escalate and resolve the dispute prior to any termination provided that Project One has been advised in writing of the details of the disputed item.

14.2 Without prejudicing any rights hereunder either Party shall be entitled to terminate forthwith any provision of the Services by notice in writing:-

14.2.1 if the other Party has committed a material breach of these Terms or any Statement of Work and continues such default for fifteen (15) days after written notice has been given to such Party with a request that such material breach is rectified, and no such rectification takes place; or

- 14.2.2 upon the other Party passing a resolution for winding up (except for the purpose of amalgamation or reconstruction and where the amalgamated or reconstructed company agrees to adhere to these Terms and any Statement of Work) or suffering a winding-up order being made against it or going into administration; or
- 14.2.3 if an administrator, receiver or administrative receiver is appointed to the other Party; or
- 14.2.4 if the other Party is unable to pay its debts as they fall due (within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof).
- 14.3 In addition to the termination provisions contained in the Terms and without prejudice to any rights contained herein or accrued hereunder either party shall be entitled to terminate this Statement of Work by giving to the other party one (1) month's notice in writing of its intention to terminate.

15. FORCE MAJEURE

- 15.1 Neither Party will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its reasonable control including but not limited to, act of God or governmental act, flood, fire, explosion, accident, civil commotion, industrial dispute, or transportation or communications problems, or impossibility of obtaining materials.
- 15.2 Each Party agrees to give written notice as soon as reasonably possible to the other on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

16. MISCELLANEOUS

- 16.1 Clause headings are inserted for convenience of reference only and shall have no effect in interpreting these Terms or any Statement of Work.

- 16.2 Other than as expressly provided in the Terms, neither Party may assign this Contract or any of its rights and obligations hereunder without the prior written consent of the other.
- 16.3 No failure, delay or indulgence on the part of either Party in exercising any power or right under this Contract shall operate as a waiver of such power or right.
- 16.4 In the event of there being any deficiency in the supply by Project One of any Services Project One shall always be afforded a reasonable opportunity to correct such deficiency.
- 16.5 Any publicity to be issued in connection with this Contract (including any dispute arising) shall only be issued subject to prior written consent from the Parties, such consent shall not be unreasonably withheld or delayed. Project One may name the Customer as a client without further approvals.
- 16.6 In the event of frustration of this Contract each Party shall be relieved of the requirement to perform obligations as from the date of frustration and the Customer shall be obliged to pay Project One all sums already due and payable as at the date of frustration together with payment for all work done and all expenses incurred by Project One up to the date of frustration whether or not payment would otherwise have been due and payable as at that date.
- 16.7 This Contract shall be governed by English law and both Parties submit to the non-exclusive jurisdiction of the English courts.
- 16.8 Without in any way restricting the right of an employee freely to accept employment and change employment, if either Party induces an employee of the other Party to enter its service at any time during the supply of the Services then that Party shall pay to the other an amount being equivalent to 6 months of the employee's gross salary in recognition only of the disruption that such inducement would cause to the efficient conduct of the other Party's business.

Agreed and approved for and on behalf of the Client

Client _____

Signature _____

Name _____

Position _____

Date _____

Agreed and approved for and on behalf of Project One Consulting Limited

Signature 

Name Emma-Jayne Enright

Position Director of Finance

Date 3 January 2022