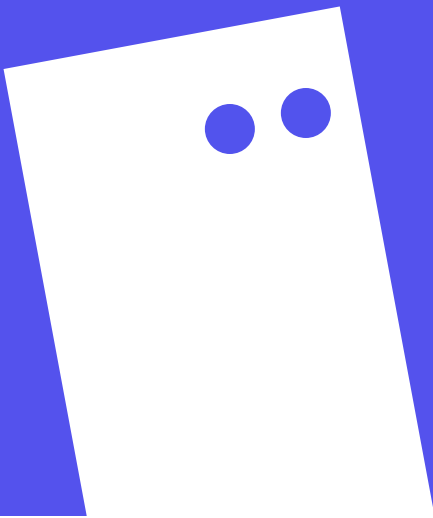


# G-Cloud 14 Terms and Conditions

May 2024



# **CONTRACT FOR SERVICES:** ***Broadstones Solutions Ltd - Client***

Indicates wordings that need to be modified or completed by Broadstones

THIS CONSULTANCY AGREEMENT made on

*insert date xx/xx/xxxx*

AGREEMENT NUMBER:

*Insert agreement Number*

## BETWEEN

- (1) **Broadstones Solutions Ltd** registered in England under Number **11656069** of **71-75 Shelton Street, London, United Kingdom, WC2H 9JQ** ("the Consultancy").
- (2) **Client** registered in England under Number *Insert Reg No* of *Insert Address* ("the Client")

## WHEREAS

- (A) The Consultancy carries on the business of the provision of consultancy services relating to the services ("the Consultancy Services") specified in the attached Schedule ("the Schedule")
- (B) The Client has requested the Consultancy and the Consultancy has agreed with the Client, to provide the Consultancy Services on the terms of and subject to the conditions of this agreement ("the Agreement").

IT IS AGREED as follows:-

## 1 INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa. 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

### 1.4.1 The following definitions apply in this Agreement:

**"Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Consultancy and identified in the Schedule.

**"Intellectual Property Rights"** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Invention”** any invention, idea, discovery, development, improvement or innovation made by the Consultancy in connection with the provision of the Consultancy Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**“Works”** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultancy in connection with the provision of the Consultancy Services.

## 2 CONSULTANCY

- 2.1 The Consultancy's obligation to provide the Consultancy Services shall be performed by one or more Worker(s) of the Consultancy as the Consultancy may consider appropriate (“the Worker(s)”), subject to the Client being reasonably satisfied that the Worker(s) has the required skills, qualifications and resources to provide the Consultancy Services to the required standard.
- 2.2 The Consultancy has the right, at its own expense, to enlist additional or substitute workers in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the Consultancy provides details, whenever requested to do so, of the substitute or sub- contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Workers or any such sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.
- 2.3 Where the Consultancy provides a substitute or sub-contracts all or part of the Consultancy Services pursuant to clause 2.2 above, the Consultancy shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Consultancy and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Agreement and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.4 The Consultancy shall take all reasonable steps to avoid any unplanned changes of Worker assigned to the performance of the Consultancy Services but if the Consultancy is unable for any reason to perform the Consultancy Services the Consultancy should inform the Client as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.
- 2.5 In the event that the Consultancy is unable to supply either the original personnel or acceptable substitutes or sub-contractors for a period of *insert time period* or more then the Client is entitled to terminate this Agreement forthwith upon written notice.
- 2.6 The Schedule shall specify the Client, the fee payable by the Client and such disbursements as may be agreed and any other relevant information.
- 2.7 The Client acknowledges and accepts that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement.

### **3 THE CONTRACT**

- 3.1 This Agreement governs the performance of the Consultancy Services by the Consultancy for the Client.
- 3.2 The Consultancy shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior written approval of the Consultancy (at its sole discretion) and agreement between the Consultancy and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Client of the terms upon which such additional services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Client as set out in the Schedule may be adjusted accordingly and agreed before provision of such additional services begins.
- 3.3 No variation or alteration of these terms shall be valid unless agreed with the Client and the Consultancy in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory or regulatory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client.

### **4 UNDERTAKING OF THE CONSULTANCY**

- 4.1 The Consultancy warrants to the Client that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 4.2 The Consultancy warrants to the Client that its Workers have the necessary skills and qualifications to perform the Consultancy Services. The costs for any training needed in order to gain such qualifications and skills shall be at the Consultancy's or Workers' own expense.

### **5 CONSULTANCY'S OBLIGATION**

- 5.1 The Consultancy agrees on its own part and on behalf of its Workers as follows:-
- 5.1.2 to comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Workers comply with to properly perform the Consultancy Services (including for example where the Consultancy Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Workers comply with the Consultancy and its Workers shall not be bound by the policies and procedures which an employee of the Client would be bound by; and
- 5.1.3 to furnish the Client with any progress reports as may be requested from time to time.

## **6 EQUIPMENT**

- 6.1 The Consultancy shall provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by the Worker and any substitutes and sub-contractors of the Consultancy Services.
- 6.2 If, as a matter of convenience, the Consultancy is provided with equipment by the Client for the purposes of carrying out the Consultancy Services, the Consultancy shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Consultancy's possession, the Consultancy shall be responsible for the cost of any necessary repairs or replacement.

## **7 METHOD OF PERFORMING SERVICES**

- 7.1 The Consultancy's workers are professionals who will use their own initiative as to the manner in which the Consultancy Services are delivered provided that in doing so the Consultancy shall co-operate with the Client and comply with all reasonable and lawful requests of the Client.
- 7.2 The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that the Consultancy Services are provided at such times as are necessary for the proper performance of the Consultancy Services.
- 7.3 The relationship between the parties is between independent companies acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 7.4 Where the proper performance of the Consultancy Services is dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub contractor of the Consultancy), the Consultancy shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.
- 7.5 The Consultancy may provide the Consultancy Services from such locations as are appropriate in the Consultancy's judgment. When necessary, the Client will provide the Consultancy with appropriate access to the Client's facilities as is necessary for the effective conduct of the Consultancy Services.

## **8 INVOICING**

- 8.1 The Consultancy shall obtain the signature of an authorised representative of the Client as verification of execution of the Consultancy Services ("Completion").
- 8.2 Upon Completion, or as may be agreed and specified in the Schedule, the Consultancy shall deliver to the Client its invoice for the amount due from the Client to the Consultancy giving a detailed breakdown showing the work performed. The Consultancy's invoice should bear the Consultancy's name, company registration number, VAT number and should state any VAT due on the invoice.
- 8.3 The Client shall not be obliged to pay any fees to the Consultancy unless an invoice has been properly submitted by the Consultancy in accordance with sub-clause 8.2 of this Agreement.

## **9 FEES**

- 9.1 Subject to the receipt of the Consultancy's invoice in accordance with clause 8 above, the Client will pay the Consultancy within **specify payment term** days of date of the Consultancy's invoice.

9.1.1 In the even that invoices are not paid within 7 days of presentation, the Consultancy will be entitled to suspend performance of the services and / or to charge statutory interest on any outstanding amount.

- 9.2 The Consultancy shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Workers in respect of the Consultancy Services.

- 9.3 All payments will be made to the Consultancy by a method which gives immediately available funds.

- 9.4 If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Client, no fee shall be payable by the Client during any period that the Consultancy Services are not provided.

## **10 OBLIGATIONS OF THE CLIENT**

- 10.1 Throughout the term of this Agreement the Client shall pay the Consultancy in accordance with clause 9.1 above.

- 10.2 The Client shall furnish the Consultancy with sufficient information about the Consultancy Services in order for the Consultancy to arrange for the Consultancy Services to be carried out.

- 10.3 The Client will advise the Consultancy of any health and safety information or advice which may affect the worker(s), during the performance of the Consultancy Services.

## **11 TERMINATION**

- 11.1 This Agreement shall commence in accordance with the Schedule and shall either until Completion or the termination date as specified in the Schedule, at which time this Agreement shall expire automatically.

- 11.2 Either party may at any time and without cause terminate the Agreement on giving 30 Days written notice of the termination to the other Party.

- 11.3 Notwithstanding sub-clause 12.1 of this Agreement, the Client may at any time with one week's written notice instruct the Consultancy to cease work on the Consultancy Services, where:

11.2.1 the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement;

11.2.2 the Consultancy has not observed any condition of confidentiality applicable to the Consultancy under this Agreement; or

11.2.3 the Consultancy Services are, in the reasonable opinion of the Client, unsatisfactory

11.2.4 the Consultancy is in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Worker(s) comply with to properly perform the Consultancy Services;

11.2.5 performance of the Consultancy Services is prevented for one week or more by the incapacity of the Workers and the Consultancy is unable to provide a replacement Worker(s), or a suitable substitute or sub-contractor pursuant to the provisions of clause 2.2; and

11.2.6 the Consultancy becomes insolvent, dissolved or subject to a winding up petition.

11.4 The provisions of clause 11.3 shall equally apply to any party performing the Consultancy's obligations as provided for in clause 2.

11.5 Upon Completion or termination of the Consultancy Services, the Client shall be under no obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Client.

11.6 Upon termination the Client shall pay the Consultancy all sums due in respect of the services provided and expenses incurred prior to termination and shall reimburse the Consultancy for any non-refundable expenses and costs incurred after termination.

## **12 INTELLECTUAL PROPERTY**

12.1 Upon completion of the services by the Consultancy and on receipt of payment in full by the Client, the Consultancy hereby assigns to the Client all future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultancy holds legal title in these rights and inventions on trust for the Client.

12.2 The Consultancy agrees:

12.2.1 to notify to the Client in writing full details of any Inventions promptly on their creation;

12.2.2 to keep confidential details of all Inventions;

12.2.3 whenever requested to do so by the Client (at the Client's sole cost) and in any event on Completion, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;

12.2.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client (at the Client's sole cost); and

12.2.5 to do all acts necessary (at the Client's sole cost) to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.



- 12.3 The Consultancy warrants to the Client that:
- 12.3.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
  - 12.3.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
  - 12.3.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.
- 12.4 The Consultancy agrees to indemnify the Client and keep it indemnified at all times against all or any proper and reasonable costs, actionable claims, damages or expenses properly incurred by the Client with respect to any intellectual property infringement claim directly relating to the Works or Inventions supplied by the Consultancy to the Client during the course of providing the Services. The Consultancy shall maintain adequate liability insurance coverage and shall supply a copy of the policy to the Client on request.
- 12.4 The Consultancy acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to the Consultancy in respect of the performance of its obligations under this clause 12.
- 12.5 The Consultancy undertakes (at the sole expense of the Client) at any time either during provision of the Consultancy Services or after Completion to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the Client be necessary to vest the Intellectual Property Rights in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 12.6 The Consultancy irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Consultancy's name and do all things which are necessary for the Client to obtain for itself or its nominee the full benefit of this clause.

### **13 CONFIDENTIALITY**

- 13.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultancy agrees on its own part and on behalf of its Workers as follows:-
- 13.1.1 not at any time whether during or after the performance of the Consultancy Services (unless as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client with the exception of information already in the public domain and any use or disclosure required by law;
  - 13.1.2 to deliver up to the Client (as directed) on Completion all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Worker(s) during the course of the Consultancy Services; and

13.1.3 to, not at any time, make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under this Agreement in which event any such item shall belong to the Client.

13.2 The Consultancy shall use reasonable endeavours to procure that the provisions of this clause 13 shall also apply to any subcontractor performing the Consultancy's obligations provided for in clause 2.

#### **14 COMPUTER EQUIPMENT**

14.1 The Consultancy shall use reasonable endeavours to ensure that any computer equipment and associated software which it provides to its Workers for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time.

#### **15 RELATIONSHIP BETWEEN THE CLIENT AND CONSULTANCY**

15.1 The Consultancy acknowledges to the Client that there is no intention on the part of the Consultancy, the Worker(s) or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Workers(s), (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that any of its Workers are an employee of the Client, the Consultancy shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related proper and reasonable costs expenses or other losses which the Client shall properly incur as a direct result of such liability.

15.2 The Client is under no obligation to offer further contracts or services to the Consultancy nor is the Supplier under obligation to accept such contracts or services if offered. The Consultancy is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.

#### **16 NOTICES**

16.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours.

#### **17 LIABILITY**

17.1 The Consultancy shall be liable for proper and reasonable loss, damage or injury to the Client arising directly from the deliberate acts or omissions of the Consultancy or its Workers or from the deliberate acts or omission of any sub-contractor to whom the Consultancy sub-contracts the performance of the Consultancy Services during the performance of the Consultancy Services and the Consultancy shall indemnify and keep indemnified the Client against any such proper and reasonable loss, damage or injury provided that the total aggregate liability of the Consultancy shall not exceed **Insert Value**

- 17.2 The Consultancy shall ensure the provision of adequate employer's liability insurance, public liability insurance and any other suitable policies of insurance such as professional indemnity insurance in respect of the Consultancy and its Workers) during the performance of the Consultancy Services.
- 17.3 The Consultancy shall be liable for any defects arising as a result of the provision of the Consultancy Services and the Consultancy shall rectify at its own cost such notified defects as may be capable of remedy.
- 17.4 The Consultancy acknowledges that the Worker(s) provided is not an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. The Consultancy shall indemnify and keep indemnified the Client against any proper and reasonable losses the Client may properly suffer as a direct result of any claim made by or on behalf of any of the Workers under the Agency Worker Regulations 2010.

## 18 DATA PROTECTION

- 18.1 The Client will collect and process information relating to the Worker(s) in accordance with the privacy notice which is **annexed to this Agreement/insert location**.
- 18.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.3 In this clause 18, Personal Data and Process and Data Subject shall have the meaning given to those terms in the Data Protection Legislation.
- 18.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Consultancy is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.5 Without prejudice to the generality of clause 18.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultancy for the duration and purposes of this agreement.
- 18.6 Without prejudice to the generality of clause 18.2, the Consultancy shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Client unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Consultancy to process Personal Data (**Applicable Data Processing Laws**);
  - (b) maintain for the duration of the Agreement such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
  - (c) ensure all Personal Data is kept confidential;
  - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- (i) the Client or the Consultancy has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Consultancy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Consultancy complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify the Client on becoming aware of a Personal Data breach;
  - (g) comply with any reasonable request of the Client to amend, transfer, return or destroy the Personal Data or any part thereof unless required by Applicable Data Processing Laws to store the Personal Data; and
  - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 18.

18.7 The Client consents to the Consultancy engaging any person as a sub-processor (to include any substitute appointed under clause 2.2) for the Processing of Personal Data. The Consultancy will inform the Client of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Client the opportunity to object to such changes. If the Client objects to such a change and the Consultancy does not reasonably able to make such adjustments to remove the objection, the Client will be entitled to terminate this agreement by giving not less than 30 days' written notice to that effect to the Consultancy.

18.8 If the Consultancy appoints a sub-processor they will put a written contract in place between the Consultancy and the sub-processor that specifies the sub-processor's Processing activities and imposes on the sub-processor substantially similar terms to those imposed on the Consultancy in this clause 18. The Consultancy will remain liable to the Client for performance of the sub-processor's obligations. If the Consultancy makes any transfers of Personal Data outside of the European Economic Area it will comply with the Data Protection Legislation and the Client will execute such documents or take such actions as may be required to assist with such compliance.

18.9 It is acknowledged and agreed between the parties that this clause 18 may be revised and/or replaced with applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when agreed between the parties, signed by the parties and attached to this Agreement).

## 19 ANTI-BRIBERY AND ANTI-CORRUPTION

19.1 The Consultancy shall:

- 19.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

- 19.1.2 comply with the Clients' Anti-Bribery Policy, as the same may be updated from time to time ("**Bribery Policy**");
  - 19.1.3 have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;
  - 19.1.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this Agreement; and
  - 19.1.5 ensure that its Workers comply with this clause 19.
- 19.2 For the purpose of this clause 19 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

## **20 ILLEGALITY**

- 20.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

## **21 ENTIRE AGREEMENT**

- 21.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.4 Nothing in this clause shall limit or exclude any liability for fraud.

## 22 COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 23 THIRD PARTY RIGHTS

- 23.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 23.2 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.

## 24 FORCE MAJEURE

- 24.1 The Consultancy shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

## 25 GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

## SIGNATURES

For and on behalf of **Broadstones Solutions Ltd**  
(Signature)

.....

Dated:

.....

For and on behalf of **insert Client name**  
(Signature)

.....

Dated:

.....

## Privacy Notice

### BACKGROUND:

Broadstones Solutions Ltd. understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all of our contractors and staff. We will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

#### 1. Information About Us

Broadstones Solutions Ltd.

Limited company registered in England under company number 11656069

Registered address: 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ

Main trading address: **Broadstones Daventry Road, Staverton, Northamptonshire NN11 6JH.**

VAT number: 313015953

Data Protection Officer: Sarah Morris.

Email address: sarah@broadstones.tech.

Telephone number: 07817137444.

Postal address: **Broadstones Daventry Road, Staverton, Northamptonshire NN11 6JH.**

ICO Registration number: ZA662608.

We are a member of CIFAS

#### 2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

#### 3. What Is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) and the Data Protection Act 2018 (collectively, “the Data Protection Legislation”) as ‘any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to

be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

#### 4. **What Are My Rights?**

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b) The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part 11 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- i) Rights relating profiling. we do not use your personal data in this way Part 6 explains more about how we use your personal data, including profiling.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 11.

It is important that your personal data is kept accurate and up to date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We



would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 11.

## 5. What Personal Data Do You Collect and How?

We may collect and hold some or all of the personal data and data relating to criminal convictions and/or offences set out in the table below, using the methods also set out in the table. We do not collect any 'special category' or 'sensitive' personal data or personal data relating to children.

| Data Collected  | How We Collect the Data   |
|---|---|
| Identity Information including name, date of birth  | Company form filled out by employee and emailed to Broadstones. |
| Contact information including address, email address, telephone number  | Company form filled out by employee and emailed to Broadstones. |
| Business information including business name, job title   | Company form filled out by employee and emailed to Broadstones. |
| Employment History including references   | Company form filled out by employee and emailed to Broadstones. |
| Proof of address details  | Company form filled out by employee and emailed to Broadstones. |
| Payment information including bank account details  | Company form filled out by employee and emailed to Broadstones. |
| Directors Search<br>Sanctions File Check<br>Media Searches<br>FCA Check<br>2 Year Occupational History Check<br>Employment Reference Check<br>Identity Check<br>Adverse Financial Check<br>CIFAS Check<br>Basis CRC | Experian  |

## 6. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we may use your personal data, and our lawful bases for doing so:

| What We Do  | What Data We Use  | Our Lawful Basis   |
|---|---|--|
| Administering our business.   | Address<br>Email address<br>Telephone<br>Bank account details   | Contacting you<br>Paying you   |
| Security checks for supply services to customers  | Directors Search<br>Sanctions File Check<br>Media Searches<br>FCA Check<br>2 Year Occupational History Check<br>Employment Reference Check<br>Identity Check<br>Adverse Financial Check<br>CIFAS Check<br>Basis CRC | Customers request as they are governed by regulators such as the FCA/PRA or CAA/EASA |
| Communicating with you  | Address<br>Email address<br>Telephone   | Contacting you   |
| Supplying you with information by email and post that you have opted-in-to, you may opt-out at any time by contacting data controller via email | Address<br>Email address  | Communicating company information  |

We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

We use the following automated system for carrying out certain kinds of profiling. If at any point you wish to query any action that we take on the basis of this or wish to request 'human intervention' (i.e. have someone review the action themselves, rather than relying only on the automated method), the Data Protection Legislation gives you the right to do so. Please contact us to find out more using the details in

## Part 11.

- The following automated profiling may take place:
- Experian Checks listed below
  - Directors Search
  - Sanctions File Check
  - Media Searches
  - FCA Check
  - 2 Year Occupational History Check
  - Employment Reference Check
  - Identity Check
  - Adverse Financial
  - CIFAS Check
  - Basis CRC

These checks are carried out because our protentional customer is governed by regulators such as the FCA/PRA or CAA/EASA and they have requested them to ensure they meet the required standards.

Given the results of these checks a decision will be made as to whether the individual can carry out work for the customer

We will only use your personal data for the purpose for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact us using the details in Part 11.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with, the purpose for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

- We will check your details against the Cifas databases established for the purpose of allowing organisations to record and share data on their fraud cases, other unlawful or dishonest conduct, malpractice, and other seriously improper conduct (“Relevant Conduct”) carried out by their staff and potential staff. “Staff” means an individual engaged as an employee, director, trainee, homeworker, consultant, contractor, temporary or agency worker, or self-employed individual, whether full or part time or for a fixed-

term.

- The personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and other relevant conduct and to verify your identity.
- Details of the personal information that will be processed include: name, address, date of birth, any maiden or previous name, contact details, document references, National Insurance Number, and nationality. Where relevant, other data including employment details will also be processed.
- We and Cifas may also enable law enforcement agencies to access and use your personal data to detect, investigate, and prevent crime.
- process your personal data on the basis that we have a legitimate interest in preventing fraud and other Relevant Conduct, and to verify identity, in order to protect our business and customers and to comply with laws that apply to us.

This processing of your personal data is also a requirement of your engagement with us.

- Cifas will hold your personal data for up to six years if you are considered to pose a fraud or Relevant Conduct risk.

## 7. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary considering the reason for which it was first collected. Your personal data will therefore be kept for the following periods

| Type of Data   | How Long We Keep It          |
|--|------------------------------|
| Identity Information including name, date of birth                     | For the duration of contract |
| Contact information including address, email address, telephone number | For the duration of contract |
| Business information including business name, job title                | For the duration of contract |
| Employment History   | For the duration of contract |
| Proof of address details   | For the duration of contract |
| Payment information including bank account details                     | For the duration of contract |
| Directors Search<br>Sanctions File Check<br>Media Searches             | For the duration of contract |

|   |  |
|---|--|
| FCA Check<br>2 Year Occupational History Check<br>Employment Reference Check<br>Identity Check<br>Adverse Financial Check<br>CIFAS Check<br>Basis CRC |  |
|---|--|

Should our investigations identify fraud or any other Relevant Conduct by you when applying for or during the course of your engagement with us, your new engagement may be refused or your existing engagement may be terminated or other disciplinary action taken (subject to your right under your existing contract and under employment law generally).

A record of any fraudulent or other Relevant Conduct by you will be retained by Cifas and may result in others refusing to employ you. If you have any questions about this, please contact us using the details provided.

## 8. How and Where Do You Store or Transfer My Personal Data?

We will only store or transfer your personal data within the European Economic Area (the “EEA”). The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein. This means that your personal data will be fully protected under the Data Protection Legislation, GDPR, and/or to equivalent standards by law.

We will only transfer your personal data to third countries whose levels of data protection are deemed ‘adequate’ by the European Commission. More information is available from the [European Commission](#).

The security of your personal data is essential to us and to protect your data, we take a number of important measures, including the following:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data) including notifying you and/or the Information Commissioner’s Office where we are legally required to do so;
- Access is restricted to a limited set of individuals, where access is recorded and tracked via an Active Directory.
- There is joiners, leavers and movers process for managing people whom have access to the information.

- This is governed by the managing director and data controller only

Should Cifas decide to transfer your personal data outside of the European Economic Area, they will impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

## 9. **Do You Share My Personal Data?**

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 8.

If any personal data is transferred outside of the EEA, we will take suitable steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation, as explained above in Part 8.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

## 10. **How Can I Access My Personal Data?**

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 14 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

Your personal data is protected by legal rights, which include your rights to object to our processing of your personal data, request that your personal data is erased or corrected, and request access to your personal data.

#### 11. **How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, for more information or to exercise your data protection rights, please contact us using the contact provided

for the attention of Sarah Morris:

Email address: [sarah@broadstones.tech](mailto:sarah@broadstones.tech).

Telephone number: 07817137444.

Postal Address: Broadstones Daventry Road, Staverton, Northamptonshire NN11 6JH.

#### 12. **Changes to this Privacy Notice**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available on the Company Teams site which can be accessed by all company employees. A copy will be sent to potential staff onboarding to the company but until they have passed regulatory checks will not have access to the company team's site

#### 13. **Right to Complain**

You also have a right to complain to the Information Commissioner's Office which regulates the processing of personal data

Broadstones Solutions Ltd  
Anti-Bribery Policy  
April 2020

**1. Purpose**

- 1.1 Broadstones Solutions Ltd (“the Company”) is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.
- 1.2 The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 (“the Act”) and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

**2. Bribery**

- 2.1 Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.
- 2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.
- 2.3 Bribery of a foreign official is defined as the giving or promising of a financial or other advantage which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

**3. Consequences of Bribery**

- 3.1 Anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.
- 3.2 For employees of the Company, failure to comply with this Policy and/or with the Act may result in:
  - 3.2.1 disciplinary action which may include dismissal; and



3.2.2 criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.

3.3 For the Company, any breach of this Policy by any employee or business associate may result in:

3.3.1 the Company being deemed to be in breach of the Act;

3.3.2 the Company being subject to fines; and

3.3.3 the Company suffering negative publicity and further associated damage as a result of such breach.

#### **4. Responsibility for Compliance and Scope of Policy**

4.1 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.

4.2 It is the responsibility of all of the abovementioned parties to ensure that bribery is prevented, detected and reported and all such reports should be made in accordance with the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.

4.3 No party described in section 4.1 may:

4.3.1 give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;

4.3.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.

4.4 Parties described in section 4.1 must:

4.4.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 9 below;

4.4.2 exercise due diligence at all times when dealing with third parties on behalf of the Company; and

4.4.3 report any and all concerns relating to bribery to Business Office Manager or, in the case of non-employees, their normal point of contact within the Company, or otherwise in accordance with the Company's Whistleblowing Policy.

## **5. Facilitation Payments**

- 5.1 A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.
- 5.2 Facilitation payments constitute bribes and, subject to section 5.3, may not be made at any time irrespective of prevailing business customs in certain territories.
- 5.3 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to Business Office Manager as soon as is reasonably possible and practicable.

## **6. Gifts and Hospitality**

- 6.1 Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the Company's Gifts and Hospitality Policy.
- 6.2 Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.
- 6.3 The following general principles apply:
  - 6.3.1 Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.
  - 6.3.2 Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.
  - 6.3.3 Cash should be neither given nor received as a gift under any circumstances.
  - 6.3.4 Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
  - 6.3.5 The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.
  - 6.3.6 Certain gifts which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy may be accepted if refusal would cause significant and/or cultural offence, however the Company will donate any gifts accepted for such reasons to a charity of Business Office Manager choosing.
  - 6.3.7 All gifts and hospitality, whether given or received, must be recorded in the Hospitality & Gifts Register.

## **7. Charitable Donations**

- 7.1 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.
- 7.2 All charitable donations must be fully recorded in the charitable donations register.
- 7.3 Proof of receipt of all charitable donations must be obtained from the recipient organisation.
- 7.4 Under no circumstances may charitable donations be made in cash.
- 7.5 No charitable donation may be made at the request of any party where that donation may result in improper conduct.

## **8. Political Donations**

- 8.1 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.
- 8.2 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

## **9. Due Diligence and Risks**

The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:

- 9.1 Territorial risks, particularly the prevalence of bribery and corruption in a particular country;
- 9.2 Cross-border payments, particularly those involving territories falling under section 9.1;
- 9.3 Requests for cash payment, payment through intermediaries or other unusual methods of payment;
- 9.4 Activities requiring the Company and / or any associated party to obtain permits or other forms of official authorisation;
- 9.5 Transactions involving the import or export of goods;

**This policy has been approved & authorised by:**

**Name:** Gary Henn  
**Position:** Managing Director  
**Date:** 1<sup>st</sup> May 2024  
**Signature:**