

*NB: Epion is content to accept standard G-Cloud 14 Framework and call off contracts / terms of business. These standard terms of business are offered for completeness and as an alternative should the client require one.*

## Epion Consulting: Terms of Business

### 1. Contract

The proposal, statement of work, or equivalent (the proposal), with which these terms of business are associated, together with these terms of business, forms the contract between Epion Consulting Limited (Epion) & its client. Specifically, the contractual elements that the proposal sets out include (but are not limited to) scope of work to be performed; fees payable; invoicing; the period during which the proposal is valid; and proposed project staffing and timescales.

### 2. Variations

Variations to the agreement between Epion & its client will be agreed in writing by authorised representatives of both organisations.

### 3. Termination

Without prejudice to any rights contained herein or accrued hereunder, this contract can be terminated with 30 days' notice (or by on payment of fees likely to accrue during the 30-day period) by either party.

### 4. Payment

Invoices are strictly due for payment within 30 days of submission. Epion reserves the right to charge interest on invoices unpaid after 30 days from submission in accordance with the Late Payment of Commercial Debts (Interest) Act (1998/2002) at Bank of England base rate plus 8 per cent.

### 5. Staffing

The proposal sets out Epion's proposed staffing for the contracted work. In the event of that staffing becoming unavailable during the course of the work (eg illness) Epion will make reasonable efforts to substitute an alternative consultant with relevant expertise, with no increase in price. The client has the right to terminate the contact at this point, subject to the terms relating to cancellation.

### 6. Method of working

The consultants will make reasonable efforts to carry out the agreed scope of work within the proposed timescale. Within those constraints, they will determine, in consultation with the client, the location in which the work will be performed, and the times at which they will work. They will provide their own equipment (eg computers, office accommodation). Should the consultants and client agree that some portion of the work will be undertaken on client premises, the client will arrange access and provide working

accommodation. Similarly, should there be a requirement for the consultants to access the client's IT systems, it is the client's responsibility to enable that access.

### 7. Personnel

Each party agrees not to solicit the employment of any of the staff of the other party at any time engaged directly during the term of this Agreement and for six (6) months thereafter. If either party breaches this condition then the soliciting party expressly agrees to pay the other, as a referral fee, a sum equal to six (6) months gross salary offered by the new employer to the relevant member of staff unless otherwise agreed in writing between the parties.

### 8. Confidentiality

Epion agrees to keep confidential any information (in whatever form) provided by, or obtained from, the client (by whatever means) and relating to the client's business that is not already in the public domain as long as that information remains outside the public domain.

### 9. Intellectual property and its use

Subject to the provisions regarding existing content, methods, tools and techniques below, any original deliverables, documents, or information (in whatever form) prepared by Epion for the client during the course of this engagement belong to the client. Epion is not free to re-use any such material without prior permission from the client.

Any content, method, tool or technique created by Epion in the course of the contracted work, and not itself a stated or necessary deliverable of the work, or created by Epion prior to the contracted work, remains the intellectual property of Epion. On request by the client, permission to use such content, methodology, tool or technique will not be unreasonably withheld.

The client is not permitted to re-sell the content, methodology, tool or technique, nor to pass to third parties other than for their use within the client and with Epion's consent.

### 10. Limitation of liability and warranty

Each party shall indemnify the other for any loss or damage whatsoever resulting in the death or personal injury to any employee, agent or authorised representative of the other caused by that party's negligent act or omission or wilful misconduct.

Except where either party's negligence causes death or personal injury, the liability of such party to the other for any and all claims under this Agreement whether in contract, tort or otherwise shall not in any circumstances exceed the fees paid for the services which created the liability.

In no event will either party be liable to the other whether in contract, tort or otherwise for any incidental, indirect, special or consequential damages, including loss of profits, loss of business, loss of data or loss of anticipated savings even if the other party has notice of the possibility of such damages.

Neither party shall be liable for any claim made more than one (1) year after termination of this agreement.

Work is performed without warranty.

#### **11. Force majeure**

Neither party shall be in default of any obligation in this contract to the extent that performance of that obligation is prevented or delayed by a Force Majeure event. Force Majeure events are defined to include, but not be limited to, fire, flood, explosion, strike, war, acts of terrorism, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused by either party and which is beyond the reasonable control of that party. Both Epion and the client will take all reasonable action to minimise the effects of a Force Majeure event.

#### **12. Law**

This contract is subject to the laws of England.