



# G-Cloud 14 RM1557.14 Terms and Conditions V1.0

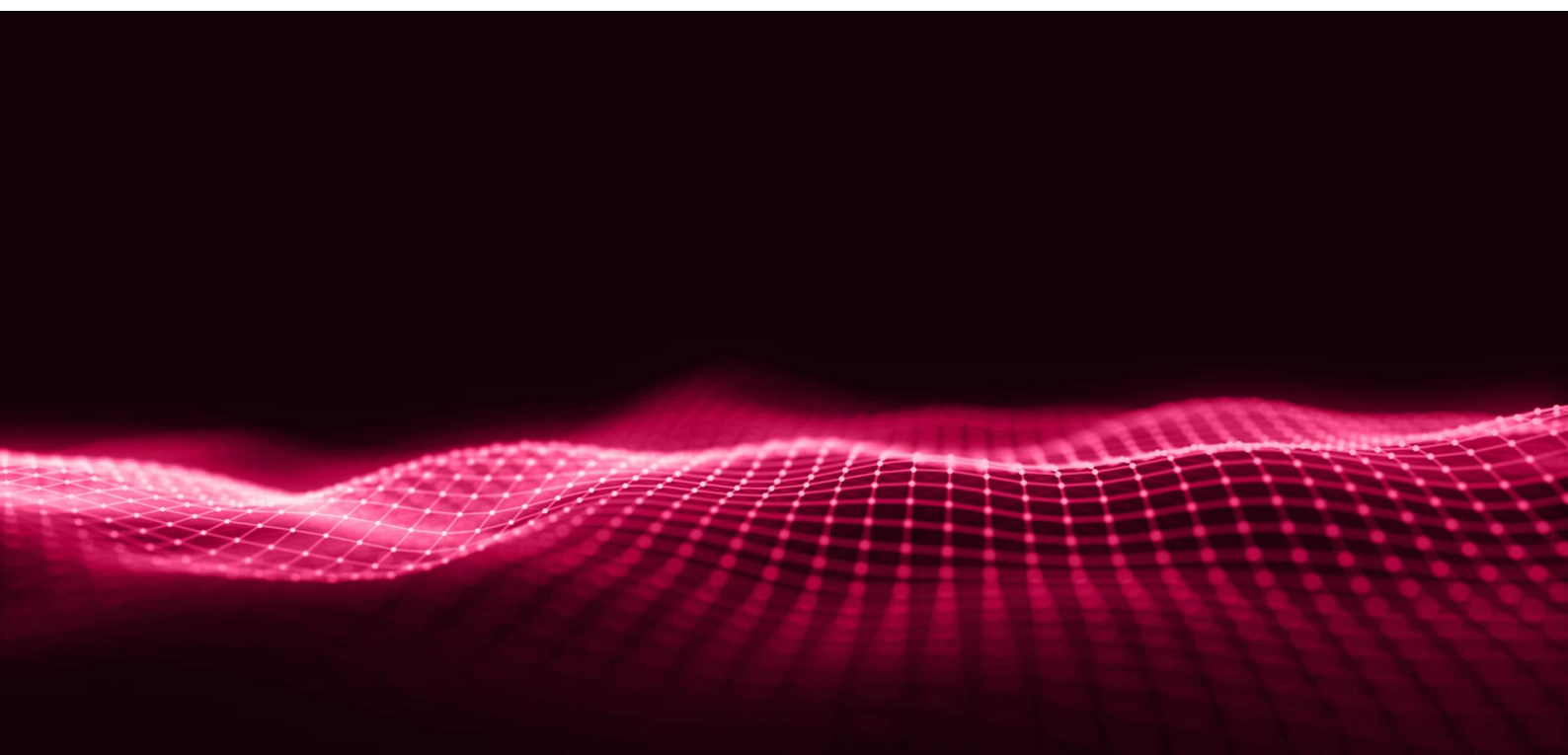
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Squarcle Consulting Ltd



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## 1. Introduction

1.1. These terms of business set out the basis on which Squarcle Consulting Limited will undertake work for the Customer. By accepting a quotation from Squarcle, the Customer agrees to accepting these terms of business and no other terms will be accepted.

## 2. General

2.1. These Terms and Conditions (“Terms”) shall form part of the Contract between the party named in the Assignment (the “Service Consumer”) and Squarcle Consulting Limited (“the Supplier”) for the provision of the services set out in the Assignment unless otherwise agreed in writing by the Supplier. The Assignment means the written proposal, engagement letter or call-off contract issued by the Supplier and the Service Consumer’s acceptance thereof. The Contract shall comprise the Assignment, these Terms and any amendments thereto. All amendments to the Contract must be in writing and signed by or on behalf of the Service Consumer and the Supplier.

2.2. To the extent of any conflict between these Terms and any provision contained in the Assignment then the Assignment (G-Cloud call-off Contract) terms and conditions take precedence.

2.3. Neither party may assign the Contract in whole or in part without the prior written consent of the other party.

2.4. The Service Consumer acknowledges that the Supplier may determine the manner in which its services are provided so long as they are provided in a manner that is consistent with the Assignment.

2.5. The Service Consumer undertakes: (a) to provide the Supplier and its employees and sub-contractors with all necessary information, support and co-operation that may reasonably be required to enable the Supplier to carry out this Assignment; (b) to provide at no charge to the Supplier adequate office accommodation, a secure work space, telephone services and other facilities including access to the applicable equipment and systems of the Service Consumer to enable the employees and sub-contractors of the Supplier to perform the Assignment and any other obligations of the Supplier under this Contract that need to be performed on site and further to allow full access to the areas in which the same are to be performed; and (c) to take all reasonable steps to ensure the health and safety of the Supplier’s employees and sub-contractors while they are at the Service Consumer’s site.



**2.6.** This Contract represents the entire understanding and constitutes the whole agreement between the parties in relation to its subject matter and the parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Contract except if the G-Cloud call-off Contract terms and conditions take precedence.

**2.7.** These Terms shall apply to the exclusion of any other terms and conditions on any order form or other document under which the Service Consumer accepts the Assignment. Furthermore, the Service Consumer acknowledges that any work undertaken by the Supplier 3 in relation to the Assignment shall be deemed only to be in accordance with the terms of the Assignment and these Terms unless the parties have specifically otherwise agreed in writing.

**2.8.** Squarcle Consulting Limited reserve the right to make amendments to these terms and conditions and will provide updated copies to all interested parties as required.

### 3. Variations to the Contract

**3.1.** Upon the Commencement Date, any changes the Customer wishes to carry out must be agreed in writing and is subject to an additional fee. Squarcle reserves the right to change or supplement these terms, either generally or in relation to a particular matter, by notice in writing.

### 4. Customer's Rights

**4.1.** Squarcle grants the Customer the right to receive Services from Squarcle which amount to:

- consultancy services; or
- technical support; or
- training;
- Squarcle's G-Cloud 14 Services as listed on Digital Marketplace;

details of which are agreed in advance with a member of the Squarcle team. The agreed details form part of these terms.



## 5. Third Party Rights

Only the Customer and Squarcle are party to this agreement and no other person and or organisations has a right to enforce these terms and conditions.

## 6. Fees, Payments and Expenses

- 6.1. The Fee is the amount agreed in writing between Squarcle and the Customer prior to the Commencement Date.
- 6.2. Fees, which are quoted exclusive of VAT, will be charged on the basis set out in the Assignment. Fees will be invoiced at monthly intervals, unless agreed otherwise, in arrears, or at the completion of the assignment if it is less than one month and are payable within 30 days of date of invoice.
- 6.3. The Supplier reserves the right to charge interest on any overdue sums, as well after as before any judgment, at the rate of 2% above the base rate of The Bank of England from time to time and varying accordingly from the due date until payment.
- 6.4. The Supplier's rates, unless agreed as fixed price, are fixed as per the Rate Card for the duration of the agreement.
- 6.5. Statements by the Supplier as to the total work time or total charges that may be involved in fulfilling the Assignment are supplied as estimates only and whilst all reasonable efforts are made to ensure their accuracy no liability will be accepted in respect thereof.
- 6.6. Any work carried out, under a time and material agreement, by any individual employee or sub-contractor on Saturdays, or weekdays in excess of 40 hours in any one week, or outside normal working hours (0830-1730) will be charged at one and a half times the equivalent hourly rate of the rates quoted. Sundays and bank holidays will be charged at two times the equivalent hourly rate of the rates quoted. No such work will be undertaken without the Service Consumer's prior agreement.
- 6.7. The parties acknowledge that the fees for the services delivered under this Contract have been calculated considering the recoverability or otherwise of the related input VAT. The parties agree that if a ruling or appellate body decision or change in HMRC practice results in a VAT liability for all or part of the services that differs from these assumptions, to the extent that Supplier's VAT recovery on costs attributable to the provision of the Services is reduced or improved as a result of the ruling, decision or change in HMRC practice, the fees (exclusive of any VAT) will be increased or reduced (as applicable) with effect from the date that the ruling, decision or change in HMRC practice has effect.
- 6.8. Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Service Consumer (who will be responsible for reimbursing, on demand, the Supplier's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in the Supplier recovering a larger sum from HMRC than it is potentially liable to pay HMRC, the Supplier shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant services already supplied, less additional VAT due to HMRC as a result of the decrease in the Supplier's input VAT recovery. The amount of VAT refunded to the Service Consumer shall be limited to the amount the Supplier receives from HMRC.



6.9. Expenses, travel and subsistence to be applied as per Squarcle's G-Cloud 14 SFIA Rate Cards document.

## 7. Confidentiality

7.1. Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement, including:

- a. the existence and terms of this agreement;
- b. the existence and terms of the Tender, the Main Contract and Subcontract;
- c. any information developed by the parties in the course of the preparation and submission of the Tender; and
- d. any information that would be regarded as confidential by a reasonable businessperson, relating to:
  - the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the Group to which the disclosing party belongs); and
  - the operations, processes, product information, knowledge, designs, trade secrets or software of the disclosing party (or of any member of the Group to which the disclosing party belongs).

**Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

7.2. Squarcle agrees not disclose to any third party any confidential information acquired as a result of the Customer's instructions unless:

- a. it is agreed in writing; or
- b. it is necessary to comply with any legal obligations in the UK or elsewhere.

Squarcle will not pass to the Customer or for its benefit any confidential information that has been obtained from any other person or company.

## 8. Publicity

8.1. No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the Project, the Main Contract or the Subcontract, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

## 9. Intellectual Property Rights

9.1. This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party in the preparation of the Tender or in respect of the Project, the Main Contract or the Subcontract (Created IPR) shall be owned by that party.



9.2. All intellectual property rights of whatsoever nature and including without limitation any copyright in reports, documents, data, specifications, programs, manuals, descriptions, drawings, designs, technical descriptions and information relating to any computer software programs and associated documents or any other material, whether written or machine readable, which is developed under the Contract by or on behalf of the Supplier singly or by or on behalf of both parties jointly, shall be and become vested solely in and are hereby assigned to the Service Consumer.

9.3. The Service Consumer hereby grants a non-exclusive irrevocable licence to the Supplier to use the items in which the Service Consumer has intellectual property rights referred to in clause 6.2 and all knowledge developed by the Supplier in connection therewith for its own internal business purposes but not further or otherwise.

9.4. The Service Consumer warrants that any design or instructions furnished or given by the Service Consumer to the Supplier for the purpose of the Contract shall not cause the Supplier to infringe any intellectual or industrial property rights, including without limitation any copyright, patent or registered design, in the performance of the Contract and, to the extent that the Supplier shall so infringe, the Service Consumer shall indemnify the Supplier in full against all costs, charges, claims and expenses incurred directly or indirectly as a result of such infringement.

## 10. Data Protection

10.1. In order for Squarcle to carry out the Services, Squarcle is granted specific consent to process information disclosed by the Customer about the Customer's employees, agents, contractors or other individuals whose details the Customer discloses.

10.2. The Squarcle Data Protection Policy sets out the obligations of Squarcle Consulting Ltd, a company registered in England and Wales under number 12527609, whose registered office is at Unit G01, 30 Queen Charlotte Street, Bristol, BS1 4HJ ("Squarcle") regarding data protection and the rights of staff, clients and business contacts ("data subjects") in respect of their personal data under Data Protection Law (all legislation and regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, UK General Data Protection Regulation (GDPR), the Data Protection Act 2018, and any successor legislation or other directly applicable regulation relating to data protection.

10.3. The Squarcle Data Protection Policy sets Squarcle's obligations regarding the collection, processing, transfer, storage, and disposal of personal data. The procedures and principles set out herein must always be followed by Squarcle, its employees, agents, contractors, or other parties working on behalf of Squarcle.



## 11. Anti-bribery

11.1. Each party shall in relation to this agreement:

- a. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements);
- b. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- c. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement.

## 12. Liability

The Supplier shall accept liability for any loss or damage sustained by the Service Consumer as a direct result of any material breach, or negligence in the performance or, the contract by the Supplier provided that such liability:

12.1. shall not extend to any economic, special or consequential loss.

12.2. shall not extend to any loss or damage sustained by any third party in connection with the contract.

shall be limited to payment of damages not exceeding the invoiced value of services provided under the contract in question. This document constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

## 13. Indemnity

13.1. The Service Consumer shall fully indemnify and keep the Supplier indemnified against all claims, actions, costs, expenses, (including court costs and fees) or other liabilities arising out of or incidental to the due performance of the contract by the Supplier, including but not limited to breach or infringement of any third party intellectual property rights where the Service Consumer has held itself out to be owner or licensee of such rights.





## 14. Force majeure

14.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving five days' written notice to the affected party.

## 15. Personnel

15.1. The Supplier expects to be able to maintain continuity of personnel over the course of the Contract. However, when necessary, the Supplier shall as soon as reasonably practicably use its reasonable endeavours to substitute consultants with equivalent experience or skills.

15.2. Each party undertakes that it shall not, without the other's prior written consent either during or within six months after the termination or expiry of this Contract, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee or sub-contractor for the other engaged in operating or providing services under or administering, supervising or orchestrating the fulfilment of this Contract.

15.3. The Supplier acknowledges that the Service Consumer has the right in the interests of security to exclude any person including any employee servant or agent of the Supplier from the Service Consumer's premises. The decision as to whether a particular employee, servant or agent of the Supplier shall be so excluded shall be taken at the sole discretion of the Service Consumer.

## 16. Termination

16.1. The Service Consumer may at any time terminate the Contract by giving the Supplier not less than 30 days' prior written notice.

16.2. The Supplier shall have the right by giving notice in writing to the Service Consumer to terminate the Contract forthwith and at any time if the Service Consumer commits any breach of the Contract or if any sum payable under the Contract or any other sum due from the Service Consumer is in arrears and unpaid for a period of 90 days after it shall become due.

16.3. Early termination of this Contract shall be without prejudice to any other rights or remedies a terminating party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either party nor any provision that is expressly or by implication intended to come into or continue in force on or after such termination.



**16.4.** The Service Consumer is liable to pay the supplier for the services delivered up to the time of termination, at the rate(s) agreed. In the case of part fulfilment of a deliverable the Service Consumer shall be liable to pay a fair percentage of the deliverable achieved before termination.

## 17. Invalidity

**17.1.** If any provision of this Contract shall be found by any court or administrative body of competent authority to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## 18. Governing Law, Jurisdiction and Disputes

**18.1.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**18.2.** The Service Consumer and the Supplier shall meet to discuss and endeavour to resolve any matter that is not specifically provided for in this Contract but requires a decision and any difference, dispute or disagreement (a “Dispute”) that may arise between the parties. If the parties are unable to resolve any such matters, they shall reconvene for a further discussion within 72 hours of the previous meeting. If the parties are still unable to resolve any such matters at the reconvened meeting, then the matters shall be referred to the Managing Directors of the Service Consumer and of the Supplier for a decision. If notwithstanding the above any Dispute cannot be resolved between the parties, they will attempt in good faith to resolve the Dispute through an alternative dispute resolution (an “ADR”) procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of such procedure, the Dispute shall be settled by the English Courts as above.

## 19. Complaints

Any complaint about Squarcle is taken seriously. It is Squarcle policy to investigate complaints thoroughly and respond promptly. If you wish to make a complaint, please contact the Chief Operating Officer. If you are dissatisfied with the response, you should write to the Chief Operating Officer.



# Contact us

Squarcle

30 Queen Charlotte St  
Bristol, BS1 4HJ