

**Quote Form**

To:	[ xxxxxx ] Public Sector Body	<b>PRODUCT OR SERVICE NAME</b> [ xxxxxx ]	Human Engine Ltd. 101 Aylesbury Road, Birtton, Aylesbury, England, HP22 5BT  Company No. 11212476 VAT No. 301087350 Tel: 0203 538 7822
	FAO: [ xxxxxx ]	<b>COMMENCEMENT DATE</b> [ xxxxxx ]	
	Address: [ xxxxxx ]		

SERVICES		
Type of Product or Service	Fees (excl. VAT)	Payment Terms
[Insert brief description of product or service]  [Key deliverables, description of product and associated standards etc. or attach documentation/schedules as required]	[ xxxxxx ]	<b>(amend as applicable)</b>  to be invoiced monthly in arrears, at the start of the month immediately following that in which the relevant services were provided  <b>or</b>  50% to be invoiced on commencement and 50% to be invoiced on completion]  <b>or</b>  <b>Payment per user</b>  <b>or</b>  <b>Payment a monthly/annual licence fee</b>

**Additional Information:**

1. Prior to acceptance of your order the prices in this quote are valid for 1 month from the date set out above.
2. Associated expenses are **included**
3. VAT shall be payable in addition to the Fees.

**TERMS AND CONDITIONS OVERLEAF**

For and on behalf of Human Engine Limited

**Signed:**
**Name:** Jonathon Noble

**Title:** Chief Executive

**Date:**

For and on behalf of [ xxxxxx ] Public Sector Body

**Signed:**
**Name:**
**Title:**
**Date:**

## TERMS AND CONDITIONS

1. In this Quote Form and/or Works Order, the following terms shall have the following meanings:
    - 1.1. **"Business Day"** Monday to Friday, excluding any public holidays in England and Wales.
    - 1.2. **"Change"** any change to the Services to be provided.
    - 1.3. **"Confidential Information"** Information in whatever form (including without limitation, in written, oral visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, of Human Engine or any of its suppliers, clients, templates, pricing information, intellectual property rights, know how, trade secrets and without limitation, any Deliverables that the Company or any other party may create in the performance of the Services whether or not such information is marked confidential, including any information which may be covered by or subject to the Official Secrets Acts, including the recommendations contained in the financial and service implementation plans specific to Human Engine's methodology (**"Commercial Recommendations"**) and the recommendations made by Human Engine identifying the levels of savings and areas of your business in which such savings could be made (**"Financial Information"**) and any reports, recommendations or deliverables;
    - 1.4. **"Contract"** the contract between you and Human Engine for the provision of Services incorporating these terms and conditions, the Quote Form and any schedules, together with the Works Order (if applicable).
    - 1.5. **"Data Protection Legislation"** means the Data Protection Act (DPA 2018), the General Data Protection Regulation EU Regulation 2016/679 (GDPR) and as may be re-enacted, amended or replaced from time to time;
    - 1.6. **"Deliverables"** all products and materials contributed to or developed by Human Engine in the performance of the Services, in any media, including without limitation, computer programs, source code, applications, data, diagrams, reports and specifications, templates (including drafts of all of the above) and **"Deliverable"** shall be construed accordingly.
    - 1.7. **"Direct Losses"** all damages, losses, liabilities, actions, costs, expenses (including the cost of reasonable and properly incurred legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses;
    - 1.8. **"Fees"** the charges and expenses specified in the Quote Form and/or Works Order;
    - 1.9. **"Indirect Losses"** loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, loss of revenue, loss of contracts, loss of anticipated savings, or any claim for consequential loss or for indirect loss of any nature;
    - 1.10. **"Intellectual Property Rights"** shall mean all patents, trademarks, service marks, rights in get up, trade dress, trade or business names, design rights, copyright, database rights, confidential information, know-how and domain names (whether or not any of these is registered and including all applications for registration of any of them) and all other rights of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world;
    - 1.11. **"Materials"** shall mean any documents, information or other materials used, developed created or provided by a party in connection with this Agreement (including but not limited to systems and methodologies, reports, specifications, templates, preparatory works, drafts, working papers, correspondence and advice);
    - 1.12. **"Quote Form"** the quotation provided by Human Engine to you, setting out Human Engine's proposal to perform Services on certain terms.
    - 1.13. **"Services"** the services specified in the Quote Form to be performed by Human Engine;
    - 1.14. **"Works Order"** the document entitled "Works Order" which sets out details of the Services to be provided.
    - 1.15. In the event of any ambiguity or conflict between these terms and conditions and the following documents, a document higher in the list below shall have priority over one contained in a document lower in the list:
      - Works Order (if applicable);
      - Quote Form;
      - These terms and conditions;
      - The Schedules (if any).
  2. The Services shall commence on a date to be agreed between the parties. Both parties shall use reasonable endeavours to meet any agreed timescales.
  3. These terms shall apply to the Contract to the exclusion to all other terms and conditions. These terms and conditions and the Quote Form (together with the Works Order and any schedules as advised), shall constitute the entire agreement between the parties.
  4. All charges for supplies pursuant to this Quote Form and/or Works Order shall be due and payable as set out in the payment terms on the Quote Form but no later than 14 days from the date of invoice. Time for payment shall be of the essence.
  5. You will pay the Fees on the due dates for payment as specified in the Quote Form and/or Works Order, without deduction or set off. Time for payment shall be of the essence.
  6. If you request a Change, Human Engine will provide details of the proposed fees which will apply, together with any other relevant details which may be applicable. If you accept the Change the contract will be varied accordingly. If you reject the Change, the Contract will continue without any variation.
  7. Human Engine shall provide you with monthly updates on the progress of the Services. Such updates shall be in writing unless agreed otherwise between the parties.
  8. Human Engine shall comply with all your policies and with all laws and regulations relating to its business and which may, directly impact upon the provision of the Services which have been notified to Human Engine.
  9. You will provide all reasonable facilities, services and assistance and co-operation necessary to enable Human Engine to provide the Services, reasonable access to your management and other relevant staff, a secure work area, access to telephone and fax communications and computer facilities, including appropriate back-up, security and virus-checking procedures.
  10. You will ensure that Human Engine is provided with full access to such locations within your premises as Human Engine may reasonably require, subject to security limitations notified in writing to Human Engine in advance.
  11. You will provide Human Engine with relevant accurate and complete information concerning your operations and activities to the extent reasonably required for the provision of the Services (**Services Information**), and in a timely fashion to enable Human Engine to provide the Services. You warrant that the Services Information is true, complete and accurate in all respects and you acknowledge that Human Engine will rely on the Services Information.
  12. Where your employees assist Human Engine in the provision of the Services, you will ensure such employees possess the appropriate skills and experience for the tasks assigned to them. Human Engine may, acting reasonably, request that any of your employees should cease to be engaged in assisting with the Services. Human Engine shall notify you in writing of any such request, stating the valid reasons for such request and you will provide substitute personnel as soon as reasonably possible within your policies and procedures.
  13. Where you are using third parties to provide information or support to Human Engine including where you are employing other suppliers whose work may affect Human Engine's ability to provide the Services, you will use best endeavours to ensure that you have appropriate agreements in place with those third parties to enable Human Engine to perform the Services (including terms of confidentiality in respect of Human Engine's Confidential Information which are substantially the same as those contained in Human Engine's agreement with you). Unless specifically agreed otherwise in writing, you will be responsible for the management of the third parties and the quality of their input and work.
  14. You will comply with all laws and regulations relating to your business and which may, directly or indirectly, impact upon the provision of the Services, including Data Protection Legislation.
  15. Human Engine warrants that:
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- 15.1. it has and that all Human Engine Personnel have the necessary skill, expertise and experience to provide the Services; and
  - 15.2. it will perform the Services with reasonable skill, care and diligence; and
  - 15.3. the Deliverables will not infringe any third parties' United Kingdom Intellectual Property Rights. In the event that any third party alleges that its Intellectual Property Rights have been infringed, Human Engine shall defend you against any claim and indemnify you against any award of damages or costs or any settlement negotiated by Human Engine arising from or incurred by reason of any infringement of any United Kingdom Intellectual Property Rights by your receipt of the Services, provided that you:
    - 15.3.1. notify Human Engine promptly in writing of any alleged infringement and make no admissions in respect thereof; and
    - 15.3.2. give Human Engine information, assistance and sole control of the defence and all related settlement negotiations. Reasonable out-of-pocket expenses incurred by you in providing such assistance will be reimbursed by Human Engine.
  - 15.4. The warranty set out in Clause 15.3 above shall not apply where the infringement or alleged infringement arises from, or is incurred by, reason of your use of the Services other than as authorised under this Agreement.
  - 15.5. If the Services are held, or are believed by Human Engine, to infringe a third party's United Kingdom Intellectual Property Rights, Human Engine shall have the option, at its expense, to:
    - 15.5.1. modify the Services (without materially detracting from their description) so as to avoid the infringement; or
    - 15.5.2. obtain for you a licence to continue to receive the Services.
  - 15.6. This Clause 15 states Human Engine's entire liability and your sole remedy with regard to infringement of any Intellectual Property Rights by the receipt or use of the Services.
  16. You warrant that:
    - 16.1. provision by you of Materials to Human Engine in connection with the Services and the use by Human Engine of such Materials in accordance with this Agreement will not in any manner infringe or violate any United Kingdom Intellectual Property Rights, Confidential Information nor any contractual, employment or property rights, duties of non-disclosure or other rights of third parties.
  17. Each party warrants that it has full capacity and authority to enter into this agreement and Human Engine warrants that it has or will obtain prior to commencing the Services, all licences, consents, and permits required for the performance of the Services. Certified copies of such licences and permits will be provided to the Client upon written request.
  18. Except as expressly stated in the Quote Form and/or Works Order, all other warranties and conditions, whether express or implied, by statute, common law or otherwise, are expressly excluded to the extent permitted by law.
  19. Subject to clause 20, each party shall retain ownership of any Intellectual Property Rights it created or owned prior to the provision of the Services. Any Intellectual Property Rights in any Materials or Deliverables created during the course of the provision of the Services shall vest and be owned by the party who created such rights save that each party shall grant to the other a non-exclusive, non-transferrable royalty free licence to the extent necessary to perform the Services.
  20. Subject to anything contrary in the Quote Form and/or Works Order, Human Engine shall retain ownership of all Intellectual Property Rights in any Materials created by Human Engine in the course of providing the Services. Human Engine hereby grants you a perpetual non-exclusive non-transferable royalty free, world-wide licence to use any Materials created by Human Engine in the provision of the Services specifically and exclusively for your own internal purposes and for the purposes for which they were delivered.
  21. You acknowledge that the Financial Information and Commercial Recommendations are provided for your own internal purposes and shall not be disclosed to nor relied upon by any third parties. Each party agrees not to disclose the other's Confidential Information to any third party or to use the other's Confidential Information for any purpose other than the performance of this agreement.
  22. Neither party limits nor excludes its liability for:
    - 22.1. death or personal injury, to the extent caused by its own negligence;
    - 22.2. fraud or fraudulent misrepresentation; or
    - 22.3. any liability which cannot be limited or excluded by statute.
  23. Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage.
  24. Human Engine shall have no liability for Indirect Losses whatsoever and howsoever arising.
  25. Human Engine's liability, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the aggregate of one hundred and fifty percent (150%) of the Fees paid pursuant to the Contract.
  26. Human Engine may terminate the Contract immediately without notice if:
    - 26.1. You are in material breach of the Contract;
    - 26.2. You are unable to pay your debts as they fall due;
    - 26.3. Any step or action is taken to appoint an administrator, receiver or liquidator;
    - 26.4. A resolution is passed to wind your company up;
    - 26.5. Any other insolvency event occurs which in the reasonable opinion of Human Engine may affect the performance of the Services.
  27. If a party is prevented or hindered from performing the Contract due to an event beyond its control which includes war, riot, civil commotion, an act of terrorism, natural disaster or epidemic, the affected party shall not be in breach of its obligations or otherwise liable for the delay or failure to perform the Contract. Time for performance shall be extended accordingly.
  28. You may not assign or otherwise deal with your rights under the Contract unless Human Engine gives its express written consent.
  29. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy.
  30. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed to be deleted but that shall not affect the validity and enforceability of the rest of the Contract.
  31. The Contract does not give any rights under the Contracts (Rights of Third Parties) Act 1999 to any party who is not a party to the Contract to enforce its terms.
  32. Any notice given to a party under the Contract shall be in writing and delivered by pre-paid first-class post. Such notice shall be deemed to have been received at 9:00am on the second Business Day after posting.
  33. The Contract and any dispute (including non-contractual disputes or claims) arising out of or in connection with the Contract, including its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
  34. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim save that if any dispute or claim arises, the parties attempt to resolve such dispute or claim by an agreed form of dispute resolution.
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