

TERMS & CONDITIONS

THIS AGREEMENT is made on

and is made between:

Mgenious Solutions Ltd, (Company Reg. No.12635761), whose registered office is at 2A High Street, Thames Ditton, Surrey, KT7 0RY, ('Mgenious');

and

[NAME], () whose registered office is at [ADDRESS] ('the Client')

1 Definitions

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

Commencement Date: Wednesday, 02 March 2022

Services: The services to be performed by Mgenious, in carrying out the tasks in any associated Schedules to this Agreement

Data Protection Legislation: Means the Data Protection Act 2018 which incorporates the GDPR

2 Appointment

2.1 With effect from the Commencement Date, Mgenious; is appointed as a Service Provider to the Client, to carry out the Services described in the Clause 3, unless this Agreement is terminated (see Clause 7) by either party.

3 Services

Mgenious agrees:

- 3.1 To undertake and provide the Services in accordance with the brief and deadline agreed with the Company, as outlined in Schedule 1 plus any subsequent Schedules.
- 3.2 To manage and carry out the Services in an expert and diligent manner and to be responsible for how the services are provided.
- 3.3 To meet the deliverables and deadlines agreed with the Client promptly and faithfully.
- 3.4 To use such suitably qualified and experienced personnel, to meet the Client's requirements.
- 3.5 To keep the Client informed of progress on the Services in which they are engaged.

4 Fees

- 4.1 Fees for the Services will be as per the quotation(s) provided on Xero.
- 4.2 Approval of the quotation on Xero also means acceptance of the Schedule(s).
- 4.3 Where necessary, VAT will be added at the appropriate rate.

5 Changes

- 5.1 Any required changes or additions to the scope of the work to be carried out will be subject to change control and extra charges.
- 5.2 A quotation will be created and managed under the change control process.

6 Invoices and Payment

- 6.1 Unless specifically agreed otherwise, invoices will be submitted upon completion of the work to the Client via Xero, and payment should be made within 14 days.
- 6.2 Payment terms and bank account details will be specified in the Invoice.

7 Confidentiality

- 7.1 Mgenious hereby agrees that during the course of the appointment under this Agreement, if any knowledge is gained of trade secrets and also other confidential information with regard to the business and financial affairs of the Client, their customers and suppliers, details of which are not in the public domain ('Confidential Information'), it shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Contractor Services.

8 Termination of Agreement

- 8.1 This Agreement will terminate on fulfilment of the Services described in the Schedule (and Clause 3).
- 8.2 This agreement may be Terminated by either party, serving not less than 1 months' notice, in writing on the other.

9 Insurance

- 9.1 Mgenious Solutions Limited is covered by the following Insurance Policies:
 - (1) Public liability - up to £1 million
 - (2) Professional indemnity - up to £1 million
 - (3) Employers' liability - up to £10 million

10 Data Protection and Data Processing

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

11 Force Majeure

- 11.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue.
- 11.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions, or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
 - (1) Strikes, lockouts or other industrial action;
 - (2) Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
 - (3) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster.

12 Law and Jurisdiction

- 12.1 This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

13 Approval

SIGNED:

POSITION:

For and on behalf of Mgenious Solutions Ltd.

DATE:[DATE]...

SIGNED:

POSITION:

For and on behalf of: (the Client).

DATE: ...**[DATE]**...

SCHEDULE 1 – SCOPE OF SERVICES

1 Brief

The agreed scope of work to be completed is outlined below:

2 Detailed scope of work

The scope of work, a detailed list of tasks and timescales will be agreed in the project initiation meeting and documented in Project Initiation Document.

3 Changes to the scope of services

Changes will be made as per Clause 5 of this agreement.