



G-CLOUD 14 TERMS AND CONDITIONS

Clear Star Group Limited a company incorporated in England and Wales with registered number 14738982 whose registered office is at Penrose House, 67 Hightown Road, Banbury, Oxford, OX16 9BE (**'the Supplier'**) provides consultancy services to business clients. These Terms and Conditions shall apply to the provision of services by the Supplier to its clients under G-Cloud 14.

Meanings

1. In these Terms and Conditions, the following words are defined:

Agreement	means the agreement entered into by the Supplier and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;
Customer	means the party procuring the Services from the Supplier who shall be identified in the Agreement;
Confidential Information	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with the Agreement;
Deliverables	all documents, items, plans, products, goods and materials supplied by the Supplier, including any methodologies, ideas, designs, computer programs, data, disks, tapes, and reports, in whatever form, which are developed, created, written, prepared, devised or discovered by the Supplier or its agents, sub-contractors, consultants and employees in relation to the Services;
Effective Date	the date on which the Agreement is signed by all parties;
Equipment	any equipment, systems, tools, cabling, items, materials or facilities requested or used directly or indirectly in the supply of the Services, by the Supplier or its sub-contractors;
Intellectual Property Rights	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Supplier in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
Services	the services which are set out and described in the Agreement, together with any other services which the Supplier provides or agrees to provide to the Customer through the change control procedure set out below (Change Control);
Service Charges	the charges for the Services, as set out in the Agreement;



Specification	the description or specification for the Services as set out in the Agreement or as otherwise agreed between the parties through Change Control;
Term	means the term of the Agreement as defined therein.
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

2. In these Terms and Conditions, unless the context requires a different interpretation:
- a. the singular includes the plural and vice versa;
 - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of these Terms and Conditions;
 - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - d. "including" is understood to mean "including without limitation";
 - e. reference to any statutory provision includes any modification or amendment of it;
 - f. the headings and sub-headings do not form part of these Terms and Conditions; and
 - g. "writing" or "written" will include fax and e-mail unless otherwise stated.

Provision of Services

3. The Supplier shall provide the Services to the Customer on the terms and conditions of the Agreement from the Effective Date throughout the Term of the Agreement and as set out in the Agreement.
4. The Services will be provided by the Supplier either:
- a. on an on-going basis; or
 - b. in response to each request from the Customer from time to time
- as specified in the Agreement.
5. The Supplier shall provide the Services (including any Deliverables) in accordance with the Specification in all material respects. Time is of the essence for any dates for delivery of the Services under the Agreement, unless specifically stated otherwise in any schedule.
6. The Supplier shall perform the Services with reasonable care and skill, in accordance with:
- a. generally recognised commercial practices and standards in the applicable industry; and
 - b. all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

Customer's Obligations

8. No amendment shall be made to the Agreement except on terms agreed in writing by the Parties in accordance with the clause below **Change Control**.
9. The Customer must:
- a. co-operate with the Supplier in all matters relating to the Services;
 - b. provide, in a timely manner, any Equipment, materials and any information as the Supplier may reasonably require; in the case of Equipment, the Customer shall ensure that it is in good working order and suitable for the purposes for which it is used, and in the case of information, the Customer shall ensure that it is accurate in all material respects;
 - c. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;



Defective Services

10. The Supplier shall promptly notify the Customer of:
 - a. any delays or problems from time to time in the provision of the Services of which the Supplier becomes aware;
 - b. any circumstances from time to time which may prevent the Supplier from providing the Services in accordance with the Agreement together with (where practicable) recommendations as to how such circumstances can be avoided; and
 - c. any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against the Customer or which may result in any adverse publicity for the Customer.
11. The Customer shall, without limiting any right or remedy of the Customer, promptly report to the Supplier any defects in the Supplier's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Customer.
12. Where any defect in the provision of the Services is reported to the Supplier by the Customer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of the Customer, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.

Charges, Payment And Time Records

13. In consideration of the provision of the Services by the Supplier, the Customer shall pay the Service Charges as set out in the Agreement.
14. All charges quoted to the Customer are exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.
15. The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt (which shall be determined in accordance with the section below (**Notices**)) to a bank account nominated in writing by the Supplier (the **Due Date**).
16. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the Due Date:
 - a. the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Supplier may choose to charge statutory interest due. The Customer shall pay the interest together with the overdue amount; and
 - b. the Supplier may suspend all Services until payment has been made in full.
17. All sums payable to the Supplier under the Agreement shall become due immediately on its termination, despite any other provision.
18. The Supplier and the Customer shall pay all amounts due under the Agreement in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

Change control

22. The Customer may at any time during the term of the Agreement request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (Change Request) by notifying the Supplier in writing of its requirements.
23. The Supplier shall give due consideration to any Change Request from Customer and shall, within 10 Working Days of receiving a Change Request from the Customer:
 - a. confirm its acceptance of the Change Request, without any further variation to the terms of the Agreement, in which case the parties shall execute a variation to the Agreement as soon as reasonably practicable and the Supplier shall implement the Change Request accordingly; or



- b. provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services (Change Proposal); or
- c. if the Supplier believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Customer with a written statement of its reasons for doing so.

24. Any Change Proposal provided by the Supplier under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.

25. The Customer shall give due consideration to the Supplier's Change Proposal under the clause above and shall within 10 Working Days after receipt of the Change Proposal either give the Supplier a written notice accepting the Change Proposal (subject to or without further negotiation) or rejecting the Change Proposal. If the Customer accepts the Change Proposal, the parties shall as soon as reasonably practicable execute a variation to the Agreement and the Supplier shall implement the agreed variation.

26. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that the Supplier gives the Customer reasonable notice of such changes and that such changes do not materially affect the nature/scope of the Services or the Service Charges.

Indemnity

27. The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Services to the Customer in accordance with the Agreement infringes any Intellectual Property Rights of that other person.

Liability and Insurance

28. If the Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

29. Nothing in these Terms & Conditions limits or excludes either party's liability for:

- a. death or personal injury caused by its negligence;
- b. fraud or fraudulent misrepresentation; or
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- d. any other liability which cannot be limited or excluded by applicable law.

30. Subject to the above clause and the clause above (Indemnity), neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of or damage to goodwill;
- f. loss of use or corruption of software, data or information;
- g. any indirect or consequential loss.

31. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

32. During the Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective



sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

Confidentiality

34. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:
- a. where required by law, court order or any governmental or regulatory body;
 - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
 - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);
 - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
 - e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

Intellectual Property

35. Subject to the clause below, the Supplier reserves all Intellectual Property Rights (if any) which may subsist in any Deliverables, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.
36. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services.
37. If the Agreement is terminated, this licence will automatically terminate.

Anti-Bribery

39. The Supplier and its agents, sub-contractors, consultants or employees shall:
- a. comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Bribery Laws**);
 - b. not commit an offence under sections 1, 2 or 6 of the Bribery Act 2010;
 - c. comply with any relevant industry code related to Anti-Bribery (**Bribery Policies**);
 - d. have, maintain, and enforce throughout the term of the Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and
 - e. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.

Non-Solicitation

40. The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Agreement to the expiry of 12 months after the last date of supply of the Services or termination of the Agreement (whichever is the latest), solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Supplier in the provision of the Services.



Circumstances beyond the control of either party

41. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.
42. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
43. The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
44. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
45. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under the Agreement.

Termination

46. A party may terminate the Agreement immediately by giving written notice to the other party if that other party:
 - a. does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
 - b. commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
 - c. persistently breaches any term of the Agreement;
 - d. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
 - e. is a company over any of whose assets or property a receiver is appointed;
 - f. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - g. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
 - h. undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - i. (if an individual) dies or as a result of illness or incapacity becomes incapable of managing their own affairs.

Consequences of Termination

47. On termination or expiry of the Agreement:
 - a. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - b. the Customer shall, within a reasonable time, return all of the Supplier's Equipment and any relevant Deliverables remaining the property of the Supplier. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.
48. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
49. Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.



General

50. No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other party.
51. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
52. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
53. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
54. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
55. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
56. Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
57. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address as notified to the sending party. Notices:
- a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
 - c. sent by email will be deemed to have been received on the next Working Day after sending.

Governing law and jurisdiction

50. The Agreement and these Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement or these Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.