

# Covelent.

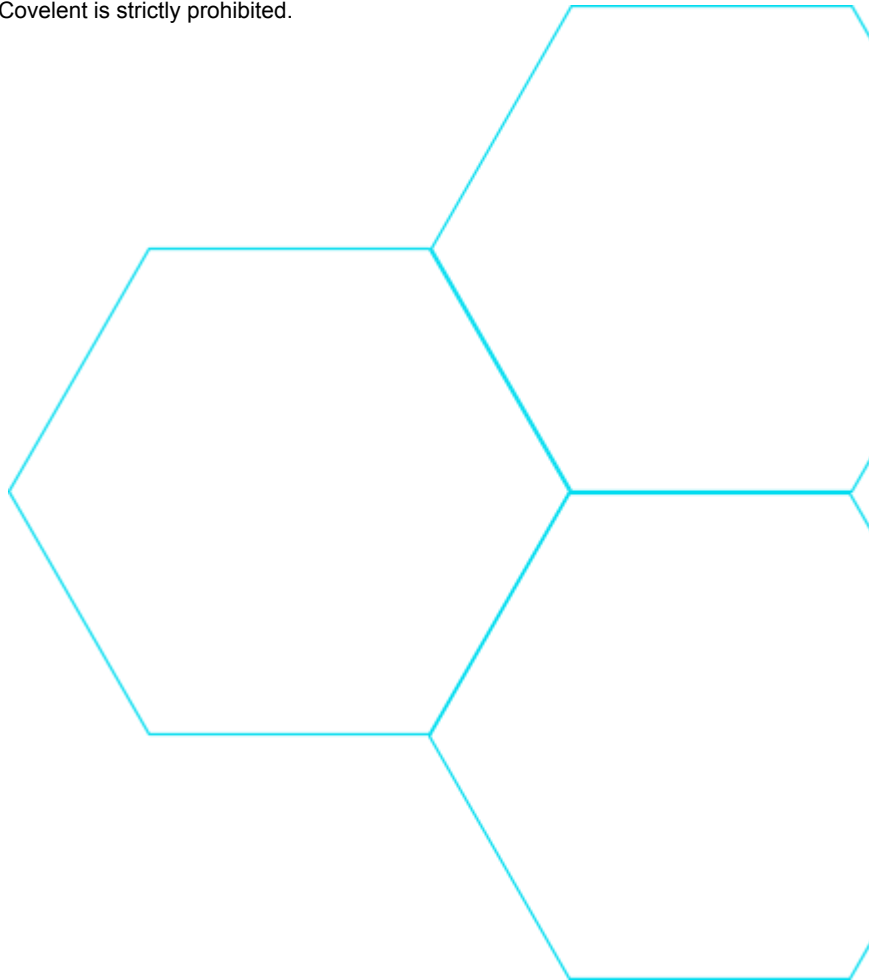
## **G-Cloud 14**

# **Terms and Conditions**

Lot 3 Cloud Support

May 2024

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# Terms and Conditions

## 1. DEFINITIONS

**1.1** The following definitions and rules of interpretation apply to these terms:

**Capacity:** This term refers to roles including, but not limited to, agent, consultant, director, employee, owner, partner, or shareholder.

**Confidential Information:** This includes all confidential details concerning your business, clients, products, operations, and finances, which are currently private to you.

**Contract:** This represents the agreement between you and us for the delivery of Services as outlined in these terms.

**Deliverables:** Refers to all materials, whether documents, products, or other outputs developed by us or on our behalf by agents, subcontractors, or consultants in connection with the Services. This includes software, data, reports, and specifications, among others.

**Equipment:** This covers any tools, systems, or facilities provided by you and utilised either directly or indirectly in the execution of the Services.

**Individual:** This term describes any person as indicated in the Statement of Work.

**Intellectual Property Rights:** This encompasses patents, copyrights, moral rights, trademarks, domain names, rights in design, software rights, rights to protect confidential information and trade secrets, and other similar rights, regardless of whether these rights are registered or unregistered. This also includes the right to apply for or renew these rights globally.

**Manager:** The person you appoint to manage the Services as specified in clause 3.2.

**Statement of Work:** This is the detailed description of Services that we will provide, as stated at the beginning of these terms.

**Services:** These are the consultancy services we are set to provide you as detailed in the Statement of Work.

**Substitute:** This refers to any individual appointed to replace the original person detailed under clause 4.2.

**Terms:** These are the terms and conditions documented here.

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**We/Us:** Our company, Covellent Ltd, with DUNS number 230655379 Registered in England and Wales with company number 14883245. Registered Address 8 Vale Grove, London, W3 7QP. VAT number 456989715

**Written Communication:** This term includes electronic mail.

**1.2** The titles used here do not influence the interpretation of these terms.

**1.3** References to specific laws imply the laws as they are currently applied, including any modifications, extensions, or re-enactments, and includes any secondary legislation presently effective under those laws.

**1.4** Unless the context indicates otherwise, singular terms include the plural and vice versa.

## 2. FOUNDATION OF THE CONTRACT

**2.1** The Terms along with the Statement of Work collectively represent the full agreement between you and us. You confirm that your decision to enter into this agreement is not based on any statements or promises not explicitly included in the Terms or the Statement of Work.

**2.2** Should there be any discrepancies between the Terms and the Statement of Work, the provisions in the Statement of Work will take precedence.

**2.3** The Terms are binding and a contract is established between us when either (a) you return a signed copy of the Statement of Work to us; or (b) you instruct us to begin work based on the Statement of Work, either in writing (including email) or verbally, depending on whichever happens first.

**2.4** Any price quote provided for the Services is based on the understanding that a binding contract will only be established as described in Clause 2.3.

## 3. YOUR RESPONSIBILITIES

You are required to:

**3.1.** Provide all necessary information we might need to deliver the Services efficiently.

**3.2** Collaborate with us on all aspects related to the Services and designate a Manager who will have the contractual authority to make decisions regarding the Services.

**3.3** Provide access to your premises, office space, data, and other necessary facilities without charge and in a timely manner to our staff, agents, subcontractors, and consultants to facilitate the provision of the Services.

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**3.4** Prepare your premises for the Services at your own expense, which includes the identification, monitoring, removal, and disposal of any hazardous materials in accordance with applicable laws, and keep us informed of your obligations and actions regarding this preparation.

**3.5** Advise us of all applicable health and safety regulations and any other reasonable security requirements at your premises.

**3.6** Ensure that all Equipment is functional and appropriate for the intended use in the Services.

**3.7** Acquire and maintain all necessary licences and consents, and adhere to all relevant laws concerning the Services and the use of Equipment prior to the start of the Services.

## 4. OUR OBLIGATIONS

**4.1** We commit to ensuring that the Individual will:

- a. Deliver the Services with professional diligence and skill.
- b. Dedicate adequate time to the Services, as necessary for their successful execution, barring any interruptions due to illness or accident.
- c. Strive to meet the performance timelines outlined in the Statement of Work, although these dates should be considered as estimates and not strict deadlines.
- d. Comply with all communicated health and safety regulations and security measures applicable at your premises, with the understanding that our adherence to these rules should not result in the breach of our contractual obligations.

**4.2** We reserve the right to appoint a qualified Substitute to deliver the Services instead of the original Individual, with the condition that the Substitute agrees to direct confidentiality undertakings with you. If the Substitute is accepted, we will continue to bill you as per Clause 5 and manage the Substitute's compensation.

**4.3** We may engage third-party services for administrative or other support functions related to the Services, ensuring that you will not incur additional costs for these services.

## 5. PRICING AND PAYMENT TERMS

**5.1** The fees for the Services are detailed in the Statement of Work.

**5.2** For Services provided at a fixed price, the total cost will be as specified in the Statement of Work.

**5.3** In cases where the Statement of Work specifies a single payment, we will bill you the entire fixed amount upfront.

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**5.4** If the Statement of Work requires a deposit, instalment payments, or retainer fees, we will invoice you for the deposit upfront and subsequently invoice each instalment or retainer according to the timeline or project phase described in the Statement of Work.

**5.5** All fees are quoted excluding VAT, which will be added to the invoice at the current rate.

**5.6** Invoices must be paid in full within 14 days using the payment method indicated, ensuring funds are cleared by the due date.

**5.7** If payment is not made by the due date, we reserve the right to:

- a. Charge interest on overdue amounts at an annual rate of 4% above the current Barclays Bank base rate, accruing daily and compounded quarterly until full payment is received, payable immediately upon demand.
- b. Suspend all Services until full payment is made.

## 6. ADDITIONAL ENGAGEMENTS

Nothing in these Terms prohibits us or the Individual from engaging in or having a financial interest in other businesses, trades, professions, or occupations. Such activities are permissible provided they do not interfere with our obligations under these Terms.

## 7. CONFIDENTIALITY AND PROPRIETARY MATERIALS

**7.1** We acknowledge that in performing the Services, we will be exposed to your Confidential Information. We commit not to use or disclose any Confidential Information to any third party outside the proper scope of our duties, and we will ensure that the Individual also adheres to this obligation.

**7.2** You agree to maintain the confidentiality of all technical and commercial knowledge, specifications, inventions, processes, or initiatives that are of a confidential nature and have been disclosed to you by us or by our employees, agents, consultants, or subcontractors. You will also keep confidential any other proprietary information about our business, products, and services that you may acquire.

**7.3** The confidentiality obligations stated in clauses 7.1 and 7.2 do not apply to:

- a. any disclosure necessary by law or as authorised by the disclosing party; or
- b. information that is already public knowledge or becomes so through no breach by the receiving party.

**7.4** All materials, tools, drawings, specifications, and data supplied by us to you remain our exclusive property. You are responsible for their safekeeping, must maintain them in good condition at your own risk, and may not dispose of or use them other than according to our written instructions or authorisation.

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## 8. DATA PROTECTION

**8.1** You consent to us holding and processing data about you for various purposes including legal, administrative, management, and marketing.

**8.2** You agree that we can share this information with our service providers such as advisors, regulatory bodies, government or semi-governmental organisations, and potential buyers of our business or any part of it.

**8.3** You also consent to the transfer of such information to business contacts outside the European Economic Area as necessary.

## 9. INTELLECTUAL PROPERTY RIGHTS

**9.1** We retain ownership or licence of all Intellectual Property Rights in the Services and Deliverables. Nothing in these Terms or otherwise transfers ownership of these rights to you. We grant you a limited, non-exclusive, revocable licence to use the Deliverables solely for the purposes intended under the provided Services.

**9.2** You acknowledge that if we use materials or content we do not own, your right to use such materials or content depends on our obtaining a licence (or sub-licence) from the rightful owners under terms that allow us to licence these rights to you.

## 10. CONTRACT TERMINATION

**10.1** Despite any other provisions, either party may terminate this Contract with two weeks' notice for any reason, without the obligation to provide further services.

**10.2** You may terminate this Contract if we commit a serious or repeated violation of its terms that is not remedied within 14 days after being notified.

**10.3** We may terminate this Contract immediately without further obligation to provide services if you:

- a. fail to make timely payments;
- b. engage in any misconduct that negatively impacts our business;
- c. repeatedly or seriously breach the Contract terms;
- d. are convicted of a criminal offence, excluding minor traffic violations;
- e. engage in fraud or actions that harm our reputation or interests;
- f. undergo insolvency events such as winding up, administration, receivership, or similar proceedings;
- g. cease or threaten to cease business operations;
- h. if applicable, become bankrupt.

**10.4** Our rights to terminate the Contract are in addition to any other legal remedies. Failure to promptly enforce our termination rights does not waive them.

**10.5** Upon termination, we are not obligated to retain any documents or information related to you.

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## 11. POST-TERMINATION OBLIGATIONS

Upon termination, you must immediately settle any outstanding fees or sums due under this Contract. Termination does not affect accrued rights and obligations, including our right to recover any amounts owed to us.

## 12. INDEPENDENT CONTRACTOR STATUS

Our relationship with you is that of an independent contractor. Nothing in these Terms shall establish us or the Individual as your employee, worker, agent, or partner, nor shall we present ourselves as such.

## 13. LIMITATION OF LIABILITY

**13.1** We shall not be liable for any loss or damage you incur under this Contract except for: (i) liability for death or personal injury resulting from our negligence; (ii) liability for any fraud or fraudulent misrepresentation on our part; or (iii) any other liability that cannot legally be limited or excluded. We specifically exclude liability for all indirect or consequential losses, even if such losses were foreseeable or brought to our attention.

**13.2** We are not liable for any delays or failures in performance resulting from your actions or omissions, or those of your agents, subcontractors, or employees, or from any circumstances beyond our control.

**13.3** Any liability we do have for damages to you shall not exceed the total fees you have paid us under these Terms in the 12 months prior to the incident. Should a competent court award damages exceeding this amount, you agree to waive any claims for the excess.

**13.4** All implied warranties and conditions are excluded to the maximum extent permitted by law.

**13.5** This limitation of liability will continue to be effective after the termination of our Contract.

## 14. NOTICES

Notices from you must be sent to our Accounts Department at Covellent Ltd, 8 Vale Grove, London W3 7QP, or via email to [accounts@covellent.com](mailto:accounts@covellent.com). We will communicate with you at the contact details provided in the Statement of Work or as updated by you. Notices are considered served 24 hours after an email is sent, or three days after posting a letter, with proof of sending or posting sufficient as proof of service.

## 15. ASSIGNMENT AND SUBCONTRACTING

**15.1** We may assign, transfer, or subcontract our rights under these Terms without restriction.

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**15.2** You may not assign, transfer, or subcontract your rights or obligations under these Terms without our prior written approval.

## **16. NON-SOLICITATION**

**16.1** During the term of this Contract and for a period of twelve (12) months after its termination, you agree not to directly or indirectly solicit, induce, recruit, or encourage any of our employees, consultants, or contractors to leave their employment, or to hire them in any capacity - be it contractual, consultancy, or as a full-time employee.

**16.2** This clause is intended to prevent the potential disruption of our business that could result from the loss of our skilled staff. However, this clause shall not be construed to prohibit general advertising or solicitation not targeted specifically at our employees, consultants, or contractors.

**16.3** If you breach this non-solicitation clause, we reserve the right to seek appropriate legal remedies, including but not limited to, injunctions and damages.

**16.4** This clause has been formulated in accordance with UK employment and contract law standards to ensure its enforceability. It is intended to protect our legitimate business interests by preventing the potential loss of valuable human resources without unduly restricting the employment opportunities of those resources.

## **17. GENERAL PROVISIONS**

**17.1** If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court, that provision will be severed from the rest, which will continue to be enforceable.

**17.2** Our failure to insist on or enforce strict performance of these Terms does not constitute a waiver of any provisions or rights.

**17.3** Any modifications to this Contract must be agreed in writing and signed by us.

**17.4** No third party shall have any rights under or in connection with these Terms under the Contracts (Rights of Third Parties) Act 1999.

**17.5** These Terms and any related disputes or claims are governed by English law and subject to the exclusive jurisdiction of the English courts.