

Brainwave Labs

Terms and Conditions Supplement to the G-Cloud Framework and Call-Off Agreements

Services Provision

- **Supplier Commitment:** Brainwave Labs Ltd, referred to as the "Supplier," commits to delivering services ("Services") as detailed in the Call-Off Agreement. These Services will be provided with reasonable skill, care, and diligence within an agreed timescale.
- **Autonomy of Service Provision:** The Supplier will perform Services without coming under the direct supervision or direction of the Buyer. It is understood by both parties that individuals delivering Services will not be considered 'agency workers' as defined by the Agency Workers Regulations 2010 (AWR), and thus, AWR will not apply.
- **IR35 Status:** All engagements are presumed to be outside the scope of IR35 unless contradicted by a valid assessment using the CEST Tool or its HMRC equivalent.
- **Resource Management:** The Supplier is responsible for employing resources with the necessary qualifications and experience. In cases of illness or other absences, or if deemed beneficial by the Supplier, a substitute with suitable qualifications may be provided without Buyer's consent. This includes handling any related costs and ensuring the substitute is adequately instructed.

Substitution and Work Environment

- **Substitute Management:** Substitutes will operate under the Supplier's supervision, adhering to the contract's objectives without detriment to the Buyer. They will obtain necessary passes and return them upon departure, and use provided login credentials for the Buyer's systems. A minimum of 24 hours' notice will be given for any substitutions.
- **Work Location and Equipment:** The Supplier determines the work location and may use its facilities or the Buyer's specialist equipment as needed, taking sole responsibility for such decisions.

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- **Independence in Delivery:** The Supplier's employees decide their work hours, may engage in other contracts, and are not entitled to Buyer's company perks such as parking, social clubs, or staff discounts. They can use the Buyer's canteen by paying in cash but cannot access the gym or sports facilities.

Financial Terms

- **Billing and Payment:** The Supplier will bill the Customer based on hours worked at SFIA rates, and for materials and expenses as per the Call-Off Agreement. Invoices can be issued monthly for time and materials contracts, with payment due within 30 days. All charges are in Pounds Sterling and exclusive of VAT, which will be added at the current rate.
- **Late Payment:** If a payment is overdue, the Supplier may suspend Services with written notice, extending any delivery timelines accordingly.

Non-Solicitation and Security Clearance

- **Non-Solicitation:** For the contract duration and one year after its termination, neither party will solicit the other's key personnel involved in the Agreement. Exceptions include individuals who have left the organization for six months or more, or those not involved in the Agreement for over a year, or if the individual applies through a public job posting.
- **Security Clearance:** The Supplier will facilitate the transfer of existing security clearances and provide necessary evidence. The Buyer is responsible for the clearance's transfer, maintenance, renewal, and sharing according to Cabinet Office guidelines. The Supplier cannot request new clearances but will ensure personnel meet the minimum Disclosure Scotland clearance, with the Buyer to sponsor any higher-level clearances required without impacting service engagement.