



Crown
Commercial
Service

G-Cloud 14

Certes IT Service Solutions Terms and Conditions

Framework reference: RM1557.14

Contact

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Certes Terms and Conditions

The following terms apply to all services in our G-Cloud 14 offerings.

PAYMENT TERMS

1. Certes shall invoice the CLIENT on a monthly basis.

2. Payment shall be made within 30 days of receipt of the invoice by the CLIENT. Interest shall accrue thereafter on the balance outstanding at 3% above the legal interest rate as amended until payment is made.

EXPENSES

In addition to the charges stated above the CLIENT will reimburse the reasonable expenses of Certes which are incurred in the performance of the services.

ADDITIONAL TERMS AND CONDITIONS

1. Certes is not obliged to provide the Services at any site other than the 'WORK LOCATION'

2. If Certes should agree and be subsequently authorised to provide the services at any site other than the 'WORK LOCATION', the expenses incurred are to be agreed in advanced by the authorised representative of Certes and the paid by the CLIENT at the end of each month.

3. Either party may terminate this agreement for convenience by giving four weeks prior written notice to the other.

CONSULTANCY AGREEMENT

Whereas Certes is in the business of providing Computer Consultancy Services to its CLIENT and whereas the CLIENT wishes to engage the services provided by Certes. Therefore, the parties hereto have agreed the following:

1. SCOPE

In consideration of the CLIENT paying the Charges set out in the Purchase order, Certes agrees to perform the Services defined in the Purchase Orders, under the terms and conditions of this Agreement.

2. PURCHASE ORDERS

2.1 The CLIENT may issue Purchase orders in the form and substance as per the Framework Agreement hereto which when accepted by Certes will then be incorporated into and form part of this Agreement. Purchase Orders will contain inter alia, a statement of the work to be performed by Certes 'the Services', Certes' rate of payment for such work 'the Charges', the Payment Terms, the Start Date, the Estimated Duration, the Work Location, the Expenses to be paid in connection with such work and such other terms and conditions as shall be agreed as appropriate or necessary for the performance of the Services.

2.2 Certes is not obliged to accept any Purchase Orders under this Agreement.

3. OWNERSHIP OF WORK PRODUCT

3.1 Certes further agrees that except for Certes' rights in any background technology provided by the Certes prior to this Agreement the CLIENT is and shall be vested with all rights, title and interests including patent, copyright, trade secret and trademark rights in Certes' work produced under this Agreement.

3.2 Certes shall execute all papers including patent application, inventing assignments, and copyright assignments, and otherwise shall assist CLIENT at CLIENT's expense and as reasonably shall be required to perfect in CLIENT the rights, title, and other interests in Certes' work product expressly granted to CLIENT under this Agreement.

4. INDEPENDENT CONTRACTOR/SUB-CONTRACTORS

Certes is an independent contractor and is not an agent or employee of CLIENT. Certes is expressly authorised to sub-contract all or part of the services covered by this agreement to any part of its choice provided that at all times Certes shall remain responsible for the proper performance of this Agreement.

5. ALTERATION

No alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties.

6. NON SOLICITATION

6.1 During the term of this Agreement and for a further period of 12 months after its termination howsoever caused:

the CLIENT agrees that neither it nor any of its subsidiary, associated or parent companies shall employ, entice to leave, or otherwise contract with:

(a) any staff of or staff provided by Certes who have been involved with the performance of this Agreement or

(b) any third party employing or sub-contracting with the staff or staff provided by Certes who have been involved with the performance of this Agreement.

Certes agrees that neither it nor any of its subsidiary, associated or parent companies shall employ entice to leave, or otherwise contract with any employees of the CLIENT who have at any time and to their knowledge been directly involved with the performance of this Agreement, without the prior written consent of the CLIENT on each occasion.

6.2 In the event that a party breaches the above sub-clause then the party in breach will pay the other by way of liquidated damages the sum of £20,000 in respect of each person so employed or engaged.