

Service-Specific Terms & Conditions

Specialist Cloud Services

1. Services

- 1.1. Intelligent Consulting Services Limited (ICS Ltd) shall provide Specialist Security Services (the Services) through G-Cloud.
- 1.2. The scope of the Services to be provided by ICS Ltd to the Client, and any Service-specific considerations, will be agreed in writing between both parties within the Schedule.
- 1.3. ICS Ltd is equally happy to quote for provision of manpower on a *per-diem* basis (based on an 8 hour standard working day), or on a fixed-price work package basis, depending on the specific requirement and as agreed between ICS Ltd and the Client. The maximum term for any service will be 24 months.
- 1.4. Where it is agreed between the parties that any Services are to be provided, a schedule will be produced by ICS Ltd, and annexed to this agreement (the Schedule). The Schedule will set out the nature of the Services to be delivered, the charging basis, and any other specific material terms.
- 1.5. On receipt of a Schedule: if the Client accepts its terms the Client will promptly sign and return one copy to ICS Ltd. Once signed by both ICS Ltd and the Client, the Schedule will become a contract binding on both parties.

2. Conditions of Supply

- 2.1. If the commencement date for the services is not agreed in advance, the Services will be deemed to have commenced on the date that ICS Ltd begins to carry out any of the Services.
- 2.2. The fees payable for the Services will be as agreed in writing between ICS Ltd and the Client. Unless otherwise specified, fees will be payable by monthly instalments against invoices by ICS Ltd. Invoices will be paid within 30 calendar days of the invoice date.
- 2.3. Travel & subsistence expenses incurred by ICS Ltd during the conduct of the services will be chargeable to the Client, unless otherwise agreed.
- 2.4. If, during the delivery of Services, the Client requires any additional Services or a change to the agreed services within the same level of commercial cover, ICS Ltd will be delighted to accommodate this via change control.

- 2.5. The daily rates quoted to the Client are subject to review annually on the anniversary of the date that ICS Ltd began to carry out the services.
- 2.6. ICS Ltd will be entitled to charge interest on overdue accounts at the rate of 3% above the Base Rate of the Bank of England, calculated on a daily basis from the due date until payment is received by ICS Ltd.
- 2.7. Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

3. Availability of Resources

- 3.1. The Client will ensure that ICS Ltd is provided in good time with all information, access to individuals, and access to other material that may be required to enable ICS Ltd to perform the Services, and ICS Ltd will be entitled to rely on that information and other material as provided.
- 3.2. The Client will give all decisions and approvals in a timely manner and provide any additional assistance which ICS Ltd may reasonably request.

4. Standard of Care

- 4.1. ICS Ltd will exercise reasonable skill, care & diligence in the performance of the Services in accordance with the standards of the profession of ICS Ltd.
- 4.2. ICS Ltd will also use reasonable endeavours to adhere to the timescales as required by the Client to fit in with the broader projects or programmes of work which the Services support, but will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond the control of ICS Ltd.

5. Intellectual Property

- 5.1. Unless specifically agreed otherwise, Copyright in all drawings, reports, documents and computer-generated data prepared by ICS Ltd will remain the property of ICS Ltd. Subject to the Client paying all fees and expenses which are due, the Client is granted licence to copy and use those documents and data for any purpose related to the project for which the Services are provided, but not for any other purpose.

6. Personnel

- 6.1. ICS Ltd will designate an individual to act as its principal representative in dealings with the Client concerning the Services. ICS Ltd reserves the right to change its principal representative but will not do so without good reason and will inform the Client of any such change.
- 6.2. ICS Ltd will, upon request, provide the Client with details of the professional qualifications and experience of staff engaged on the Services.

7. Liability & Insurance

- 7.1. ICS Ltd will take appropriate steps to remedy any defect in the Services for which ICS Ltd is responsible and which is immediately notified by the Client.
- 7.2. ICS Ltd maintains professional indemnity insurance and will use its reasonable endeavours to maintain such insurance for so long as it has any liability under the Appointment. ICS Ltd will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and ICS Ltd shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.

8. Termination

- 8.1. ICS Ltd may terminate the Appointment at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.
- 8.2. The Client may terminate the Appointment by notice to ICS Ltd if ICS Ltd commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.
- 8.3. Upon termination the Client will pay ICS Ltd all fees and expenses due up to the termination date. In the event of wrongful termination by the Client, the Client will in addition pay ICS Ltd an appropriate amount of compensation for loss of anticipated profit.
- 8.4. Termination will not prejudice the accrued rights and liabilities of the parties.

9. Subcontracting & Transfer of Contract

- 9.1. Neither party will assign, subcontract or otherwise transfer its obligations for delivery of the Services without the consent of the other.
- 9.2. In the event that ICS Ltd wishes to subcontract any of the Services, the Client will not unreasonably withhold its consent. ICS Ltd will not be relieved of any of its liabilities to the Client in the event of any subcontracting.

10. Law & Jurisdiction

- 10.1. Any contract formed between ICS Ltd and the Client will be governed by English law.
- 10.2. Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales
- 10.3. Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.