

**G-Cloud 14**

**General  
Terms & Conditions**

**May 2024**

## Structure

1. These General Terms and Conditions, together with the Cover Letter and any applicable Statement of Work and any annexes, form the contractual structure for the provision of Services by EY to Client (the "Agreement").
2. For the purposes of this Agreement, "party" means either EY or Client and their permitted assignees (if any).
3. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.

## Definitions

4. Capitalised terms used but not otherwise defined herein shall have the meanings given to them in the Cover Letter or applicable Statement of Work. The following terms are defined as specified below:
  - (a) "Accepted Transferring Employee" has the meaning set out in Section 51.
  - (b) "Business Day" means any day other than a Saturday, Sunday or public holiday in the jurisdiction specified in Section 36 below.
  - (c) "Client Affiliate" means an entity that controls, is controlled by, or is under common control with, Client.
  - (d) "Client Information" means information obtained by EY from Client or from a third party on Client's behalf.
  - (e) "Deliverables" means any advice, communications, recommendations, reports, information, technology or other content that EY provides under this Agreement.
  - (f) "Employment Liabilities" means in relation to an employee, any costs and/or liabilities arising out of or in connection with the employment of that employee or the termination of such employment, including any contractual entitlements in respect of salary, wages or other emoluments, employer's national insurance contributions, pay-as-you-earn tax deductions, pension contributions or payments, any reimbursement of employee expenses and any settlements, awards, costs or penalties arising in connection with any dispute between that employee (or trades union representing that employee) and his/her employer and/or arising out of or in connection with the termination of employment of that employee.
  - (g) "EY" means Ernst & Young LLP, a limited liability partnership incorporated in England and Wales with company number OC300001,

having its registered office at 1 More London Place, London SE1 2AF, United Kingdom and which is an EY Firm.

- (h) "EY Firm" means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network, each of which is a separate legal entity.
- (i) "EY Persons" means EY's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.
- (j) "Former Supplier" means a third-party supplier who is or was supplying services to the Client and/or Client Affiliate before the Services commencement date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor).
- (k) "Internal Support Services" means internal support services utilised by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.
- (l) "Personal Data" means Client Information relating to identified or identifiable natural persons.
- (m) "Support Providers" means external service providers of EY and other EY Firms and their respective subcontractors.
- (n) "Tax Advice" means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.
- (o) "TUPE" means the Transfer of Undertakings (Protections of Employment) Regulations 2006, and any other similar or equivalent law, as may be amended from time to time.
- (p) "Unintended Transferring Employee" has the meaning set out in Section 49.

## Provision of the Services

5. EY will provide the Services using reasonable skill and care.
6. Client shall be responsible for its personnel's compliance with Client's obligations under this Agreement.
7. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain

solely responsible to Client for the performance of the Services.

8. EY will act as an independent contractor and not as Client's employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services, as well as the use and implementation of the Services and Deliverables.
9. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.
10. Client Information will be accurate and complete in all material respects. EY will rely on Client Information, and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. EY shall not be treated as having notice of information which may have been provided to EY Firms or EY Persons who are not involved in relation to the provision of Services under the Agreement. The provision of Client Information (including Personal Data) resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

#### **Deliverables**

11. Unless otherwise expressly specified in the Agreement, all Deliverables are intended for Client's internal use only (consistent with the purpose of the particular Services).
12. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
13. Unless otherwise provided for in a Statement of Work, Client may not disclose a Deliverable (or any portion or summary of a Deliverable), or refer to EY or to any other EY Firm or EY Person in connection with the Services, except:
  - (a) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;
  - (b) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);
  - (c) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or
  - (d) to the extent it contains Tax Advice.

If Client discloses a Deliverable (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Deliverable (other than

disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent.

#### **Limitations**

14. As part of the parties' arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under this Agreement):
  - (a) EY will not be responsible for any amount with respect to:
    - i. loss of profit or loss of revenue;
    - ii. loss of data;
    - iii. loss or damage to goodwill;
    - iv. loss or damage to reputation;
    - v. wasted expenditure;
    - vi. exemplary or punitive damages; or
    - vii. consequential, indirect, incidental or special losses or damages,arising out of or in connection with this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
  - (b) EY's liability to Client in respect of breach of contract or breach of duty or fault or negligence or in equity or otherwise whatsoever arising out of or in connection with this Agreement and the Services shall be limited in total to £[2] million (or, if greater, the total amount of the fees charged by EY to Client under this Agreement) to cover claims of any sort whatsoever (excluding interest and legal costs) arising out of or in connection with this Agreement and the Services.
  - (c) If EY is liable to Client under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed (including but not limited to the Client's contributory negligence), EY's liability to Client shall be several, and not joint, with such others, and shall be limited to EY's proportionate share of that total loss or damage, based on EY's contribution to the loss and damage relative to the others' contributions. No waiver of, exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of EY's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

- (d) Where there is more than one party to this Agreement (other than EY), the single limit of liability set out in Section 14(b) of this Agreement will apply. Only the single limit of liability set out in Section 14(b) of this Agreement is available to all such parties, regardless of how many bring claims or establish liability against EY arising out of or in connection with this Agreement and the Services. In the event that any liability of EY to any party or parties is established (by judgment, award or settlement), the limit of EY's liability that is available for any other claim(s) will be reduced accordingly. In the event that EY is found liable to one or more parties to this Agreement for loss or damage in an amount equal to the single limit of liability in Section 14(b), EY will have no further liability to Client for loss or damage arising out of or in connection with the Agreement and the Services. Client shall not dispute the validity, enforceability or operation of the limit of liability or its allocation on the ground that it has or might be exhausted in whole or in part by a claim or claims by another party or other parties to this Agreement.
- (e) Client shall issue any claim relating to the Services or otherwise under this Agreement no later than 3 years after the act or omission alleged to have given rise to the claim regardless of when the Client became aware or ought to have become aware of the act or omission alleged to have given rise to the claim.

15. The limitations set out in Sections 14(a) to (e) above will not apply to losses or damages for death or personal injury or arising as a result of fraud on EY's part or to the extent that any such limitation of liability is prohibited by applicable law or professional regulations.
16. Client (and any others for whom Services are provided under this Agreement) may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or EY Persons. Client shall make any claim or bring proceedings only against EY.

#### **No Responsibility to Third Parties**

17. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed or otherwise made available by or through Client (or at Client's request) to a third party (including but not limited to permitted disclosures to third parties under Section 13 and any Client Affiliates), Client agrees to indemnify EY, as well as the other EY Firms and the EY Persons, against all claims by third parties (including but not limited to those third parties detailed in Section 13 and any Client Affiliates), and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising

out of such disclosure. Client shall have no obligation hereunder to the extent that EY has specifically authorised, in writing, the third party's reliance on the Deliverable.

#### **Intellectual Property Rights**

18. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Statement of Work, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.
19. Client's right to use Deliverables under this Agreement arises following payment for the Services.

#### **Confidentiality, Data Protection & Security**

20. Except as otherwise permitted by this Agreement, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement;
  - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
  - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
21. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be solely responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers.
22. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)). Client Information, including any Personal Data, will be processed in accordance with applicable law, and appropriate technical and organisational security measures will be implemented to protect it. EY will require any Support Provider that processes Client Information, including Personal Data on its behalf to adhere to the requirement to process Personal Data



in accordance with applicable law, and to implement appropriate technical and organisational security measures in respect of such Personal Data. For the avoidance of doubt, EY is acting as a Controller for Personal Data processed by its Support Providers. Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program, available at [www.ey.com/bcr](http://www.ey.com/bcr). Further information about EY's processing of Personal Data is available at [www.ey.com/privacy](http://www.ey.com/privacy).

23. As a professional services firm, EY is required to exercise its own judgement in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the Data Protection Act 2018 and the UK General Data Protection Regulation or other applicable data protection law, EY acts as an independent controller, and not as a processor under Client's control or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client's behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.
24. Except in the case of any UK audit client or affiliates thereof, or where this is otherwise not permissible under relevant audit independence requirements, EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.
25. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices or for their performance or compliance with Client requirements or applicable law.
26. To facilitate the performance of the Services, EY may provide access to, or otherwise make available technology-enabled collaboration tools and platforms to Client personnel or third parties acting on Client's behalf or at the Client's request. Client shall be responsible for all such persons' compliance with the terms applicable to the use of such tools and platforms.
27. If circumstances arise such that EY disclose information to the National Crime Agency (NCA), due to the restrictions imposed by law, EY may be prevented from discussing such matters with Client or from proceeding with the Services pending consent from NCA. If this arises EY shall have no liability to Client as a result of any suspension or termination of the Services.

#### **Fees and Expenses Generally**

28. Client shall pay EY's professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. Client shall also reimburse EY for other reasonable expenses incurred in performing the Services. EY's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY's income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due upon presentation of each of EY's invoices.
29. EY may charge additional professional fees if events beyond its control (including Client's acts or omissions) affect EY's ability to perform the Services as agreed in the applicable Statement of Work or if Client asks EY to perform additional tasks.
30. If EY is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, Client shall reimburse EY for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless EY is a party to the proceeding or the subject of the investigation.

#### **Force Majeure**

31. Neither party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such party's reasonable control.

#### **Term and Termination**

32. This Agreement applies to all Services whenever performed (including before the date of this Agreement or the applicable Statement of Work).
33. This Agreement shall terminate on the completion of the Services or as otherwise set out in the applicable Statement of Work. Either party may terminate this Agreement, or any particular Services, upon 30 days' prior written notice to the other. In addition, EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
34. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of this Agreement, as well as any applicable termination fees set forth in the applicable Statement of Work.
35. Each party's respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement or for so long as the confidential information has the necessary quality of confidence, whichever is greater. The other provisions of this Agreement that give either party rights or obligations

beyond its termination shall continue indefinitely following the termination of this Agreement.

### **Governing Law and Dispute Resolution**

36. This Agreement, and any non-contractual matters or obligations arising out of or in connection with it or the Services, shall be governed by, and construed in accordance with, the laws of **[England and Wales/ Scotland/ Northern Ireland]**.

Any dispute arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the **[English/ Scottish Northern Irish]** courts, to which each party agrees to submit for these purposes.

### **Miscellaneous**

37. This Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements. Save in respect of any fraudulent misrepresentation, each party agrees that it has not relied on any statements other than those included in the Agreement and it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that has been made by the other party prior to entering into this Agreement, or that is not set out in this Agreement.
38. Each party may execute this Agreement, as well as any modifications to it, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement.
39. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client's competitors.
40. Neither party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other party; provided, however, that EY may assign any of its rights and obligations under this Agreement to (i) any other EY Firm and/or (ii) any entity or entities resulting from, or established as part of, a restructuring, sale or transfer of an EY Firm, in whole or in part, provided further that any such assignment does not materially affect the continuity of the Services. EY shall provide the Client with notice of any such assignment.
41. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
42. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure may render the auditor to be deemed to be non-

independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of this Agreement, that neither Client nor any of its affiliates has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.

43. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.
44. The limitations in Sections 14 to 16 and the provisions of Sections 17, 21, 22, 24 and 39 apply to and are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them. Otherwise, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
45. Client represents that Client Affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
46. If at any time Client would like to discuss with EY how EY's service to Client could be improved, or if Client is dissatisfied with the service Client is receiving, Client may take the issue up with Client's usual partner or director contact. If Client prefers an alternative route, please contact Hywel Ball, EY's Managing Partner, 1 More London Place, London SE1 2AF. EY undertake to look into any complaint carefully and promptly and to do all that EY can to explain the position to Client. Should Client remain dissatisfied with any aspect of EY's service, Client may of course take matters up with EY's professional institute. EY can provide further information on how Client may contact EY's professional institute.
47. Each party represents that the person signing this Agreement on its behalf is expressly authorised to execute it and to bind that party to its terms.

### **TUPE**

48. The parties consider that TUPE does not apply on the commencement of the provision of the Services (in whole or in part), and there will be no transfer of any employees of the Client, any Client Affiliate and any Former Supplier.
49. Notwithstanding Section 48, if the contract of employment (or any associated or related liabilities) of any employee of the Client, any Client Affiliate or any Former Supplier, is by reason of TUPE, found or alleged to have effect as if originally made with EY, any EY Firm or any EY Firm subcontractor (such

person being an "Unintended Transferring Employee"), then:

- (a) each party shall notify the other of that finding or allegation in writing as soon as reasonably practicable after becoming aware of it (and in any event within ten (10) Business Days);
  - (b) the Client may (or may procure that a Client Affiliate or Former Supplier) within five (5) Business Days of the notification made pursuant to Section 49(a) offer employment to such person;
  - (c) if such offer is accepted, EY shall (or shall procure that the relevant EY Firm or EY Firm subcontractor shall) immediately release the person(s) from their employment; and
  - (d) if after the five (5) Business Day period described at Section 49(b) has elapsed, no such offer of employment has been made or such offer has been made but not accepted, EY (or the relevant EY Firm or EY Firm subcontractor) may within twenty (20) Business Days serve notice to terminate the employment of such person(s).
50. Subject to EY (or the relevant EY Firm or EY Firm subcontractor) complying with its obligations pursuant to Section 49, the Client shall indemnify EY, each relevant EY Firm and EY Firm

subcontractor against all Employment Liabilities arising out of the:

- (a) termination of employment of the Unintended Transferring Employee;
  - (b) the employment of the Unintended Transferring Employee up to and including the termination of their employment; and
  - (c) any claims for a failure to inform and consult under TUPE in respect of the Unintended Transferring Employee.
51. If an Unintended Transferring Employee is not dismissed by EY (or the relevant EY Firm or EY Firm subcontractor) in accordance with Section 49, such person shall be treated as having transferred to EY (or the relevant EY Firm or EY Firm subcontractor) ("Accepted Transferring Employee") and the Client shall indemnify EY (and the relevant EY Firm and EY Firm subcontractor) for all Employment Liabilities of the Accepted Transferring Employee(s) arising out of or in relation to their employment with the Client (and the relevant Client Affiliate and Former Supplier) whatsoever and howsoever arising, incurred or suffered by EY (and the relevant EY Firm and EY Firm subcontractor) that arises or relates to the period on and before the date their employment transfers under TUPE.

## EY | Building a better working world

### About EY

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Enabled by data and technology, diverse EY teams in over 150 countries provide trust through assurance and help clients grow, transform and operate.

Working across assurance, consulting, law, strategy, tax and transactions, EY teams ask better questions to find new answers for the complex issues facing our world today.

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