

Terms & Conditions of Rowe IT Limited ("the Consultancy") For G-Cloud

1 Agreement

This Terms and Conditions document should be read in conjunction with the G-Cloud Framework to which it relates, in the order of priority set out in the Framework. It is only applicable to services purchased via the Framework's Service Order Form.

Variations or additions to the agreement can be made providing authorised representatives of both parties agree to the variation or additions in writing.

2 Services

The Consultancy will provide services as agreed in the Service Order Form, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care. As an independent company, the Consultancy will not be subject to supervision, direction or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services. The Consultancy is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and the Consultancy remains responsible for Services performed by any individual on its behalf.

3 Copyright and Intellectual Property Rights

'Deliverable' means a work produced by the Consultancy in the course of Services for delivery to the Client. Where pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use, modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Client upon payment of all fees due to the Consultancy which relate to that Deliverable, and the Consultancy will execute a formal assignment thereof on request by the Client.

4 Charges and Payment

4.1 Estimates

Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Client fails to operate correctly (save where the engagement itself is for the repair thereof).

4.2 Invoicing

All sums due shall be invoiced and paid as specified in the Service Order Form. The Client will pay the Consultancy's invoices within 30 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, the Consultancy may invoice monthly.

4.3 Overdue Invoices

If any of the Consultancy's invoices becomes overdue, the Consultancy may suspend provision of Services, and any agreed timescale will be automatically extended; the Consultancy may also terminate an engagement at any time when any payment is more than 7 days overdue.

5 Liability

The Consultancy is not liable for any loss or damage in excess of the higher of (a) £100,000, and (b) 125% of the total fees payable in respect of an engagement, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

6 Client's Obligations

The Consultancy may need access to the Client's facilities, information and resources for and during the provision of the Services. The Client, without charge to the consultancy, will provide these to the extent reasonably requested by the Consultancy and shall co-operate with the Consultancy to the extent reasonably required to deliver the services specified in the Service Order Form.

7 Equipment

Any equipment necessary to deliver the Services shall be supplied by the Consultancy save where the security policies of the Client make this impracticable. Equipment supplied by the Client shall be supplied in good working order and shall at all times remain the property of the Client and are made available to the Consultancy solely for the purpose of fulfilling its obligations specified in the Service Order Form. Consultancy owned equipment shall remain the property and responsibility of the Consultancy and shall comply with any security requirements of the Client.

8 Location

The Services shall be delivered at either the Client's or the Consultancy's (or subcontractor's) offices. This shall be decided by the Consultancy in order to best provide the Services in accordance with the requirements specified in the Service Order Form.

9 Termination

Either party may terminate any engagement by one month's written notice to the other, or by immediate written notice if the other is in material breach or if the other becomes insolvent.

10 Non-Solicitation of Staff

The Client will not engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner, or sub-contractor of the Consultancy and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.

11 Terms

A contract for an engagement formed on the basis of a Service Order Form referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

12 Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

13 Status

The Client is a client of a business undertaking carried on by the Consultancy, and it is not the intention of either to create or allow to arise any employee/employer relationship.

14 Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

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Rowe IT Limited, company number 6483308, is registered in England and Wales.