

ALLEN LANE G-CLOUD 15 TERMS OF BUSINESS

PARTIES

1. Allen Lane Limited (registered company no. 05115229) of 33 King Street, London SW1Y 6RJ (“Allen Lane”).
2. The **Buyer** is the organisation detailed on the G-Cloud 15 Order Form.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms of Business the following definitions apply:

“Consultancy Staff”	means any individual either employed by Allen Lane or employed by a third party and engaged by Allen Lane who provides the Consultancy Services;
“Consultancy Services”	means the services defined in the G-Cloud 15 Order Form and the G-Cloud 15 Contract;
“G-Cloud 15”	means the framework RM1557.15 awarded by the Minister for the Cabinet Office;
“G-Cloud 15 Call Off Contract”	means the call off contract awarded by the Buyer to Allen Lane pursuant to the terms of the G-Cloud 15 Framework Agreement comprising the G-Cloud 15 call off terms and the G-Cloud 15 Order Form;
“G-Cloud 15 Framework Agreement”	means the framework agreement relating to G-Cloud 15 awarded by the Minister for the Cabinet Office represented by Crown Commercial Service to Allen Lane;
“G-Cloud 15 Order Form”	means the order form issued by the Buyer to Allen Lane in accordance with the G-Cloud 15 Framework Agreement and signed by both parties.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms of Business) and all subordinate legislation made (before or after these Terms of Business) under it from time to time.

2. G-CLOUD 15 SERVICE ORDERING

- 2.1. The Buyer acknowledges that it is solely responsible for undertaking appropriate searches on the Digital Marketplace to determine the most appropriate G-Cloud 15 service to meet its needs.
- 2.2. By signing the G-Cloud 15 Order Form, the Buyer confirms that in accordance with clause 2.2 it has selected the service provided by Allen Lane as being the most appropriate to meet its needs.

3. THE CONTRACT

- 3.1. These Terms of Business together with the G-Cloud 15 Order Form, G-Cloud 15 Call Off Contract and G-Cloud 15 Framework Agreement (to the extent referred to in the G-Cloud 15 Call Off Contract) (“the **Contract**”) constitutes the contract between Allen Lane and the Buyer for the supply of the Consultancy Services to the Buyer and is deemed to be accepted by the Buyer by virtue of the signing of the Parties of the relevant G-Cloud 15 Order Form.
- 3.2. The Contract contains the entire agreement between the Parties and unless otherwise agreed in writing by a director of Allen Lane shall prevail over any terms of business or purchase conditions (or similar) put forward by the Buyer and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 3.3. No variation or alteration to these Terms of Business shall be valid unless the details of such variation are agreed between director of Allen Lane and the Buyer and are set out in writing and a copy of the varied terms is given to the Buyer stating the date on or after which such varied terms shall apply.

4. CLIENT ACKNOWLEDGEMENTS AND OBLIGATIONS

- 4.1. The Buyer acknowledges that this is a contract for the provision of professional consultancy services and not for the provision of individual resources. Allen Lane shall be entitled to deploy any resource to form part of the Consultancy Staff and to vary these from time to time, subject to any resource provided having the required skills, experience and security clearance.
- 4.2. The Buyer acknowledges that the Consultancy Staff are skilled to such a level that it is not appropriate for the Buyer to dictate how the Consultancy Services are to be provided and as such the Consultancy Staff shall be permitted to determine how they will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy Staff complying with any reasonable operational requirements of the Buyer.
- 4.3. If the Consultancy Services are delivered at a location managed by or behalf of the Buyer, the Buyer shall ensure a safe environment in accordance with a safe system of work. The Buyer shall indemnify and keep indemnified Allen Lane from and against all loss or liability suffered or incurred by Allen Lane as a result of any claim by the Consultancy Staff arising out of any injury or damage to his/her property suffered in the course of performing the Consultancy Services.

5. VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 5.1. At the end of each week during the Contract duration or other period specified in the G-Cloud 15 Order Form, upon request the Buyer shall verify the execution of the days worked by the Consultancy providing the Consultancy Services by signature or other agreed method of approval of a timesheet or other form provided to the Buyer for this purpose. Such approval may be made electronically in a form agreed between the Parties. Failure to provide such approval does not absolve the Buyer of its obligation to pay the Charges to Allen Lane for the Services provided by the Consultancy Staff.
- 5.2. If the Buyer is unable to verify the days claimed to be worked by the Consultancy Staff because the Buyer disputes the amount of time claimed, then the Buyer shall notify Allen Lane within two working days from presentation to the Buyer of the claimed days and shall co-operate fully and in a timely fashion with Allen Lane to enable Allen Lane to establish what periods of time, if any, the Consultancy Staff have worked.

6. CHARGES / INVOICES

- 6.1. The Buyer agrees to pay the Charges invoiced by Allen Lane. VAT is payable at the applicable rate on the entirety of the Charges.
- 6.2. Allen Lane reserves the right to vary the Charges agreed with the Buyer, by giving written notice to the Buyer, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 6.3. The Charges are invoiced to the Buyer on the frequency defined in the G-Cloud 15 Order Form and are payable within the period specified in the G-Cloud 15 Order Form, or if no period is specified, within 30 days of invoice.
- 6.4. The Buyer's obligations under this clause 6 shall be performed without any right of the Buyer to invoke set-off, deductions, withholdings or other similar rights.

7. NON-SOLICITATION

- 7.1. The Buyer agrees that it will not nor will it entice or induce any third party to engage or employ any of the Consultancy Staff other than through Allen Lane for the duration of this Contract and for a period of six months following the expiry or termination of this Contract ("the Exclusion Period").
- 7.2. If the Buyer breaches clause 7.1, it agrees to pay a fee to Allen Lane equivalent to the daily charge applicable under this Contract for the relevant member or members of the Consultancy Staff multiplied by fifty. This is agreed by the Parties to be a reasonable pre-estimate of the cost and loss of income and profit to Allen Lane in respect of the breach together with VAT on such a fee. No refund shall be made if any employment or engagement is subsequently terminated.

8. TERMINATION OF THE ASSIGNMENT

- 8.1. This Contract will terminate on the Expiry Date set out in the G-Cloud 15 Order Form unless extended in accordance with the provisions of the G-Cloud 15 Call Off Contract. Either party may terminate the Assignment earlier by giving to the other party in writing 5 working days'

notice.

- 8.2. In the event that the Buyer terminates an Assignment without the requisite notice period of termination to Allen Lane and where the Consultancy Staff are engaged by Allen Lane from a third party, then Allen Lane will use all reasonable endeavours to agree a shorter notice period with the Consultancy Staff; failing which the Buyer will indemnify and keep Allen Lane indemnified for any Losses incurred by Allen Lane during such period with respect to the Consultancy Staff.
- 8.3. Allen Lane may terminate any and / or all Assignments forthwith by notice in writing if:
- 8.3.1. the Buyer is in wilful or persistent breach of its obligations under these Terms of Business and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from Allen Lane to do so; or
- 8.3.2. the Buyer fails to pay any amount which is due to Allen Lane in full and on the date that the payment falls due.
- 8.3.3. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

9. SEVERABILITY

- 9.1. If any of the provisions of these Terms of Business shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.
- 9.2. If any of the provisions of these Terms of Business are in conflict with G-Cloud 15 Call Off Contract, G-Cloud 15 Order Form or G-Cloud 15 Framework Agreement, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid.

10. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms of Business are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

11. GOVERNING LAW AND JURISDICTION

These Terms of Business is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.