



Terms and Conditions

G-CLOUD 15 (RM1557.15) EMPIRIC
PROFESSIONAL SERVICES LTD.

JANUARY 2026



These terms and conditions apply to any SOW-based Supplier services provided by Empiric Solutions Limited t/a EPS (Company No. 05533824) a company incorporated in England and Wales whose registered office is at Empiric Solutions Limited, c/o Berley Chartered Accountants, 6th Floor, Kings House, 9-10 Haymarket, London, SW1Y 4BP (the "**Company**"); to any client (the "**Client**").

Background:

- (A) The Company is in the business of sourcing, introducing and supplying the services of independent suppliers to help deliver temporary and specialist projects for its clients.
- (B) The Company shall arrange for the SOW Services to be provided to the Client in accordance with the terms of this Agreement.
- (C) This Agreement is a framework agreement, the terms of which shall apply to any and each SOW agreed between the parties.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between the Company and the Client comprising the terms set out in this document including each SOW agreed between the parties hereunder.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Client's Systems" means the systems which the Client makes available to the Supplier for use in relation to the SOW Services.

"Company's Group" means the Company, any body corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company.

"Supplier" means the Supplier business or freelance contractor who is assigned by the Company to perform SOW Services under a SOW.

"Consultant" means the member(s) of the Supplier's staff (including employees, officers, agents, subcontractors or representatives) assigned to the performance of the SOW Services, Project, including any substitute pursuant to clause 6.

"Data Protection Legislation" means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the UK GDPR, Data Protection Act 2018 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 ("GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR or DPA; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.



"End User" means any client or customer of the Client for whom, or at whose premises, the SOW Services are performed under this Agreement.

"Engagement" means the Client's direct or indirect via any supplier other than the Company, engagement or employment of the Supplier or any Consultant or other arrangement for the Supplier or any Consultant to provide services to the Client or any member of the Client's Group or an End User;

"Force Majeure" means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

"Introduction" means

- (a) the interview by the Client of:
 - (i) a Supplier; or
 - (ii) any Consultantin person, by telephone or by video link; or
- (b) the passing by the Company to the Client of information which identifies or relates to any of the persons in (a)(i), (a)(ii) or (a) (iii) above,

and the date of Introduction shall be whichever is the earlier of the interview or the passing of such information. **"Introduces"** and **"Introduced"** shall have the corresponding meanings.

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims); the term **"Losses"** shall be construed accordingly.

"Project" means as defined in the relevant SOW.

"SOW Fee" means the Supplier fee as set out in the relevant SOW.

"SOW Services" means the project based services to be performed by the Supplier as set out in the relevant SOW.

"SOW" or **"SOW"** means the project detailed in the SOW attached to this Agreement, which the Supplier is engaged by Company to perform and deliver to the Client.

"Systems" means telecommunications systems, IT systems and security systems.

"Transfer Fee" means a sum of 30% based on the annualised salary or fees payable to the Consultant.

"Work Results" means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the SOW Services.

- 1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in this Agreement is as defined in the SOW.
- 1.3 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 this Agreement) and all subordinate legislation made (before or after the date of this Agreement) under it from time to time.



1.4 These terms apply (and shall be deemed to be accepted by the Client) as from the earlier of the date on which the Company first Introduces the services of a Supplier or Consultant to the Client or the Client first issuing a project specification to the Company, and shall apply thereafter in relation to each subsequent Introduction and/or issued project specification and to each SOW agreed between the parties hereunder. In the event of any conflict or inconsistency between a SOW and the terms in this main agreement the terms of the relevant SOW shall take precedence.

1.5 This is an agreement for the provision of deliverables-based Supplier services to be performed by independent Supplier businesses working with the Company and is not entered into by the parties with the intention of introducing consultants to the Client for direct engagement by the Client. However, without prejudice to the Supplier services arranged and supplied under this Agreement, the Company's Standard Terms of Business for Introducing Candidates for Direct Engagement shall apply if the Client decides, following an Introduction, to engage a consultant on a direct basis. Clause 7 will apply to any situation where a Supplier has commenced work on a SOW under this Agreement.

2. **Agreement**

2.1 This Agreement shall commence on the earlier of the date on which the parties sign this Agreement or the Project Start Date of the first SOW agreed hereunder.

2.2 The Supplier shall be entitled to assign or sub-contract the performance of the SOW Services provided that Company and the Client is reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the SOW Services to the required standard and that the terms of any such sub-contract contain the same obligations as this Agreement. The Company confirms that the Consultant shall not be an agency worker as defined under AWR.

2.3 The SOW to this Agreement specifies the Client, the SOW Fee and such expenses as may be agreed, any notice period and any other relevant Project details.

2.4 Save as otherwise stated in this Agreement, the Client confirms that the Supplier shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way creates a conflict of interest or is to the detriment of the supply of the SOW Services to the Client.

2.5 This Agreement constitutes the contract between Company and the Client and governs the SOW undertaken by the Supplier for the Client.

2.6 If the Client or the Company determines that a change to a SOW is necessary, the parties will work together in good faith to amend such SOW. The party proposing the change will provide the other party with a written request containing sufficient detail that the other may reasonably evaluate the impact of the change in the form of the Contract Change Notice (as set out in Schedule 2) and if applicable, an amended SOW.

3. **The Company's obligations**

3.1 The Company will use its reasonable endeavours to procure that the SOW Services will be performed and delivered in accordance with the Client's broad objectives and timescales set out in the relevant SOW.

3.2 The Company will use its reasonable endeavours to ensure that:

- (a) the SOW Services are performed with reasonable skill and care, conforming substantially with the Client's specification;
- (b) the Supplier complies with all relevant and reasonable Client regulations, policies and protocols as notified by the Client to the Company from time to time, including on health and safety and security.

- 3.3 The Company will require the Supplier to confirm that each Consultant has valid and subsisting leave to enter and remain in the relevant country for the duration of the relevant Project.

4. The Client's obligations

- 4.1 The Client warrants and confirms that it has (or will, prior to the relevant Project Start Date) given to the Company sufficient information about the Project in order for the Company properly to consider how to resource the Project, including but not limited to:

- (a) the identity of the Client and nature of the Client's business;
- (b) the date on which the Client requires the SOW to commence and the duration or likely duration of the Project;
- (c) details of the Project including, but not limited to, the type of work, the location at which the SOW Services are to be provided, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
- (d) the experience, training, qualifications and any authorisations which the Client considers are necessary for the Consultant to possess in order to provide the SOW Services; and
- (e) if relevant, any specific risks to health and safety in relation to the location(s) or specific experience required for a person to work at the location(s).

- 4.2 The Client shall:

- (a) if applicable, make clear to the Company and the Supplier what rules (including but not limited to health and safety, site and security policies, procedures and regulations) apply in respect of the location(s);
- (b) allow the Company and the Supplier to determine generally how the SOW Services should be supplied and not direct the Supplier in relation to how the SOW Services should be supplied;
- (c) notify the Company immediately if it is dissatisfied with the performance of the SOW Services and, for the avoidance of doubt, the Client has no authority to discipline any Consultant or to terminate the provision of the SOW Services via any Supplier or Consultant; and
- (d) (without limitation to the above) not commit any act or omission constituting unlawful discrimination or harassment of any Consultant in connection with the performance of the SOW Services.

5. Payment of Fees and Taxation

- 5.1 A budget and schedule of payments reflecting the performance of the SOW Services shall be included in each SOW. The Company will be entitled to issue invoices in respect of the SOW Services completed in accordance with the Project payment terms agreed in the relevant SOW and such invoices shall be payable by the Client within 30 days of the date of invoice.

- 5.2 The Client shall sign and or provide the Company with documentary evidence of satisfactory performance of the SOW Services. For the avoidance of doubt, in the calculation of the sums due to the Company in relation to SOW Services performed by the Consultant a project delivery report signed by a representative of the Client shall be conclusive evidence that the SOW Services have been performed to the satisfaction of the Client.

- 5.3 Unless otherwise agreed in writing by a director of the Company, the Company will not be obliged to make any rebates or refunds of fees or other sums payable to the Company by the Client.



- 5.4 All payments under this Agreement shall be paid free and clear of all deductions or withholdings whatsoever, save to the extent any such deductions or withholdings are required by applicable law.
- 5.5 The Company shall apply and charge the Client interest on any overdue amount in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 together with any reasonable costs in collecting such overdue amounts.
- 5.6 All amounts payable under this Agreement (including, for the avoidance of doubt, those under clause 7) are exclusive of value added tax which shall be payable by the Client at the rate prevailing at the time and accounted to the relevant taxation authority by the Company.
- 5.7 In accordance with relevant tax legislation, the Company shall be responsible for accounting to the tax authorities for all PAYE income tax, National insurance Contributions and any other deductions as required by law in respect of payments made by the Client under this Agreement.
- 5.8 The Client and the Company shall agree acceptance criteria for each deliverable and will set this out in the SOW. If acceptance criteria are listed in the SOW, the Client will have five working days from the date a particular deliverable is first offered by the Company for acceptance, or such other period as agreed in the SOW, ("Testing Period") to determine whether the deliverable confirms to the acceptance criteria. If the Client does not notify the Company in writing of any deficiencies to the deliverable within the Testing Period, then the deliverable will automatically be deemed accepted by the Client. If the Client notifies the Company in writing of a deficiency with the deliverable, then upon the company's receipt of the Client's written notice, the Company will have up to 5 working days to review the Client's notice and provide appropriate remedies to the Client. The Client shall then have an additional Testing Period (of the same duration as the initial Testing Period) to evaluate and test the Deliverable as modified by the Company.
6. **Substitution**
- 6.1 The Company shall be entitled from time to time, without prejudice to the other terms of this Agreement, to assign alternative suitably qualified, skilled and experienced substitute Suppliers and Consultants to the performance of SOW Services. Any Suppliers or Consultants so assigned shall be subject to all of the terms and conditions applicable to the Company under this Agreement.
7. **Introductions leading to transfer**
- 7.1 For the purposes of this clause 7:
- (a) a "**Deemed Introduction**" will occur where the Client, any member of the Client's Group or any client of the Client with whom the Supplier and/or a Consultant had material contact within the 6 months prior to any engagement of that Supplier and/or Consultant by such client (a "**Client Contact**"), or any third party (including any client of the Client or any employment business or other person) to whom the Client introduces that Supplier and/or Consultant (a "**Client Third Party Contact**"), directly or indirectly (other than through the Company):
- (i) employs or otherwise engages that Supplier or Consultant to carry out the SOW Services or services similar to or related to the SOW Services; or
- (ii) otherwise makes arrangements so that the Supplier or any Consultant provides services which are similar, identical or related to the SOW Services for either the Client, any member of the Client's Group, a Client Contact or a Client Third Party Contact.
- (b) "**Restricted Period**" means during the term of the relevant SOW and the period during and within 52 weeks from the date on which the Supplier and/or Consultant last worked on a SOW with the Company for the Client.

- 7.2 If a Deemed Introduction occurs within the Restricted Period the Client shall, as consideration for the Deemed Introduction pay a Transfer Fee and no refund of the Transfer Fee shall be payable if such employment, engagement or arrangement terminates.
- 7.3 If, following an Introduction, the Client wants an Engagement to commence within a period of 52 weeks from the date of the Introduction or an Engagement occurs within such period and the Supplier and/or the Consultant have/has not commenced provision of services via the Company, the Client shall notify the Company and pay to the Company the Transfer Fee, unless the Client elects, within 3 Business Days of the date of the Engagement by written notice to the Company to engage the Company to arrange for the Supplier and/or the Consultant to provide the required services, under and in accordance with the terms of this Agreement, for a period agreed under a SOW.
8. **Termination**
- 8.1 The Company may without notice and liability cease performance of SOW Services at any time:
- (a) by written notice with immediate effect by the Company if there is any breach of this Agreement by the Client, which is, in the reasonable opinion of the Company, incapable of being remedied; or
 - (b) by 5 Business Days' written notice by the Company if there is any other serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of the Company, capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or
 - (c) by written notice with immediate effect by the Company and without liability or prejudice to any right for relief if in good faith applicable if the Company forms the opinion for any reason that (i) the Client may not meet its obligations to the Company including for the avoidance of doubt any payment obligations, or (ii) the Supplier may no longer be willing, or able or suitable to undertake the SOW Services for the Client; or
 - (d) by written notice with immediate effect by either party if that party shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of illness, injury, other incapacity or by reason of Force Majeure affecting that party, which is not within that party's reasonable control; or
 - (e) by written notice with immediate effect by either party if either party shall: become insolvent within the meaning of the Insolvency Act 1986, becomes bankrupt, apply for, or have made against it or him a receiving order, or makes any composition with its creditors or an administration order or if an order is made or resolution passed for the winding up of either party or either party passes a resolution to cease trading or actually ceases trading (**an "Insolvency Event"**); or
 - (f) by written notice with immediate effect if the Company has reasonable grounds to believe that the Client is or is about to suffer an Insolvency Event.
- 8.2 Without prejudice to the rights to terminate the whole Agreement under clause 8.1, either party may terminate a SOW by the period of notice (if any) as agreed in the relevant SOW.
- 8.3 In the event that any SOW, or this Agreement, is terminated on notice without cause the Company shall be compensated for all fees and costs due pursuant to a SOW at the date of termination, including any costs associated with termination and properly incurred non-cancellable fees and costs.
9. **Acknowledgements and Liability**
- 9.1 Nothing in this Agreement shall in any way constitute the Supplier or any Consultant as the employee(s) or worker(s) of the Company or the Client. The Company and the Client acknowledge that the Supplier offers its services on an independent business to business basis and accordingly



neither the Client nor the Company supervises and/or has the right to control the actions of the Supplier or the Consultant. If the Client comes to supervise, direct or control the Supplier in a way which renders the role other than one of an independent provider of business solutions rather some sort of supply of labour or personal services or in any way renders the relationship one that staffing regulation and/or laws or taxes or social security liabilities may arise for the Company, the Client shall notify the Company in writing of the same and the Company shall be entitled to terminate the SOW with immediate effect without notice.

9.2 The parties acknowledge that the Company is not obliged to put the Supplier forward for consideration by the Client for the provision of services and the Company and the Supplier is not obliged to provide services to the Client beyond the termination of the relevant SOW.

9.3 The Client shall indemnify the Company from or against any Claim in respect of:

- (a) Loss directly or indirectly arising as a result of any failure to comply with Clause 9.1;
- (b) loss of or damage to property (whether such property is owned, hired or leased) of the Client Group arising from or relating to the performance of the SOW Services;
- (c) personal injury including death or disease to any member of the Client Group arising from or relating to the performance of the SOW Services; and
- (d) personal injury including death or disease or loss or damage to property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client Group.

The Company shall be responsible for and indemnify the Client from and against any Claim in respect of personal injury including death or disease to any member of the Company Group arising from or relating to the performance of the SOW Services; and

9.4 All exclusions or indemnities under this clause 9, save for those under clauses 9.3(c), shall apply irrespective of negligence or breach of statutory duty and irrespective of any claim in tort under contract or otherwise at law.

9.5 For the purposes of this clause 9 only:

"Claim" means any and all claims, liabilities, judgments, awards, losses, damages and expenses (including legal costs) of whatsoever nature;

"Consequential Loss" means any loss of profit, loss of production, business interruption or loss of opportunity, and any consequential loss or damage of any kind, howsoever arising, whether in contract, tort or otherwise, including the negligence or breach of duty;

"Client Group" means the Client, its Co-Venturers with the Client, its other contractors and their subcontractors of any tier, its and their affiliates and its and their respective directors, officers and employees but shall not include any member of the Company Group; and

"Company Group" means the Company, Suppliers and Consultants whose services are supplied by the Company under the Agreement, its subcontractors of any tier, its and their affiliates and its and their respective officers and employees, but shall not include any member of the Client Group.

9.6 Subject to clause 9.7, the Company shall not be liable for any Losses or delay arising from:

- (a) any failure to provide the services of the Supplier for all or part of the term of this Agreement;
- (b) theft of any data or materials by the Supplier or Consultant; or

- (c) any act or omission or misrepresentation (whether before or after the date of this Agreement) by the Supplier or any Consultant.
- 9.7 Nothing in this Agreement shall operate to exclude or limit the Company's liability for:
 - (a) death or personal injury caused by the Company's negligence;
 - (b) its own fraudulent acts or omissions; or
 - (c) any other liability which cannot by law be excluded.
- 9.8 Subject to clause 9.7, the Client shall indemnify and keep indemnified the Company against any Losses incurred by the Company arising out of this Agreement and/or as a result of any breach of this Agreement by the Client.
- 10. **Confidentiality and Intellectual Property**
- 10.1 The Company shall require the Supplier to:
 - (a) keep confidential, all information relating to Work Results, Intellectual Property Rights in the Work Results and the Client's business and affairs (including, for the avoidance of doubt, Payment Rates) ("**Confidential Information**") which may become known to it/them in connection with the supply of the SOW Services; and
 - (b) enter into any and all assignments of Intellectual Property Rights (relating to Work Results) or confidentiality undertakings that the Client may reasonably require it to enter into.
- 11. **Data Protection**
- 11.1 The terms "**Personal Data**", "**Data Controller**", "**Data Subject**", "**Data Processor**" and "**process/processing**" (and their derivatives) used in this clause 11 have the meaning given in applicable Data Protection Legislation. References to "**consent**" mean a form of consent which complies with the requirements of Article 7 of the GDPR. "**Client Data**" means any Personal Data (other than Personal Data related to the Consultant) held and processed by the Client, whether as a data controller or data processor.
- 11.2 Each Party shall comply with the provisions and obligations imposed on them by the Data Protection Legislation when processing Personal Data under this Agreement.
- 11.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party shall be considered to be a Data Controller with respect to Personal Data processed in connection with this Agreement.
- 11.4 To the extent that a Party processes any Personal Data on behalf of the other Party, the processing Party shall: (a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in this Agreement.
- 11.5 If either Party receives any complaint, notice or communication which relates to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Legislation, or if any Personal Data processed in connection with this Agreement is subject to a personal data breach (as defined in the GDPR), it shall immediately notify the other Party and provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.
- 11.6 The Client warrants and undertakes that:

- a) it shall be responsible for notifying the Consultant of its fair processing information and securing any personal undertakings from the Consultant as the Client (or any customer of the Client) may require in relation to the Consultant's access to and processing of Client Data. The Company shall not, unless otherwise agreed in writing by the Parties, be responsible or liable for:
 - i. ensuring that the Consultant receives the Client's fair processing information; or
 - ii. ensuring that the Consultant receives notice of the Client's fair processing information; or
 - iii. securing any consents the Client may require from the Consultant in relation to the processing of the Consultant's personal data; or
 - iv. ensuring that the Consultant processes Client Data in accordance with applicable Data Protection Legislation;
- b) the Company shall not be involved in the processing of Client Data;
- c) where the Consultant has access to or otherwise processes Client Data, the Client's data processing policies shall apply to such processing.

11.7 The Client shall do nothing to place the Company in breach of Data Protection Legislation.

11.8 The Client shall indemnify the Company for any Losses the Company incurs or suffers arising from any breach of the Client's obligations under this clause 11.

12. **Anti-Bribery**

12.1 Neither party will tolerate bribery in any form in connection with the conduct of its business or the other party's business.

12.2 Each party shall:

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("**Anti-Bribery Laws**"), including without limitation the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) not do, or omit to do, any act that will cause the other party to be in breach of the Anti-Bribery Laws; and
- (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the first party in connection with the performance of this Agreement.

12.3 Each party shall promptly notify the other if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 12.2.

12.4 Breach of this clause 12 shall be deemed a material breach of this Agreement by the party on whom the relevant obligation falls.

12.5 Each party shall indemnify the other against any Losses incurred by the Company as a result of any breach of this clause 12 by that party.

13. **General**

13.1 This Agreement together with each SOW agreed by the parties constitute the entire agreement between the parties and supersede all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Client relating to the SOW Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the Start Date but without prejudice to any rights



which have arisen prior to such termination and so that nothing in this clause 13.1 shall operate to exclude or limit the liability of any party in respect of fraud.

- 13.2 The Client acknowledges that, in entering into this Agreement, it has not relied on any representations by the Company, the Supplier or the Consultant made before the execution of this Agreement other than those expressly set out in this Agreement.
- 13.3 This Agreement is personal to the Client and the Client shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of the Company. The Company shall however be entitled to assign this Agreement to any member of the Company's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment; all references to the Company shall be deemed to refer to the assignee.
- 13.4 No amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 13.5 Any notice required to be given under this Agreement (including the delivery of any invoice) shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
- 13.6 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- 13.7 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of the Company who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Signed by
on behalf of the Company [•]
Dated: [•]

Signed by [•]
on behalf of Client [•]
Dated: [•]



SOW

Schedule

Subject to the Agreement for the provision of SOW-based services to Client [●]

BETWEEN

Empiric Solutions Limited t/a EPS and [●]

CONTRACT DETAILS

Client Name	[●]
Client Address	[●]
Client Contact Name	[●]
Client Location	[●]
Location(s) at which services to be performed	As required to fulfil the deliverables within the SOW
Project Name	[●]
Project Period	[●]
Start Date	[●]
End Date	[●]
Project Payment Terms	Subject to the terms of the SOW Agreement

SPECIFICATION, SERVICES AND DELIVERABLES

Scope and objectives

[●]

Services

[●]

Deliverables

[●]

Milestones

[●]

Acceptance Criteria

[●]

Assumptions and Dependencies

[●]

SOW Fee

[●]

Expenses

[●]



CONTRACT MANAGEMENT

**Resources and/or equipment to [•]
be provided by the Client**

**Format and frequency of Client [•]
communications including status
updates and reviews**

Client Notice Period [•]

**Company Notice Period - Note that [•]
this is without limitation to any right for the
Company to terminate for cause in
accordance with clause 8 of the Agreement.**

Other Conditions [•]

Signed by

on behalf of the Company

Dated: [•]

.....

[•]

Signed by [•]

on behalf of Client

Dated: [•]

.....

[•]

Schedule 1 – Service Description and Milestones

	Service Description / Milestone	Start Date	End Date	Value (exc VAT)	Customer Responsibilities	Deliverables	Acceptance / Sign Off Criteria	Signee
1								
2								
3								

Signed by
on behalf of the Company
Dated: [●]

.....
[●]

Signed by [●]
on behalf of Client
Dated: [●]

.....
[●]



Schedule 2 – Contract Change Notice to Statement of Work

Statement of Work (SOW) referenced as _____ between the Company and _____ Client, both parties hereby certify by the signature of an authorised representative, that this Contract Change Notice will amend and be fully incorporated into the SOW.

Project Name	[●]
Start Date	[●]
End Date	[●]

The SOW [] (attached) is varied as follows and shall take effect on the date signed by both Parties:

1. **Services:**
2. **Price:**
3. **Services Provided:**
4. **Dates e.g. Extension:**

Assumptions

Responsibilities: The responsibilities relevant to this Contract Change Notice are,

5. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Agreement and SOW.
6. The Agreement, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of both the Client and the Company:

Signed by
on behalf of the Company [●]
Dated: [●]

Signed by [●]
on behalf of Client [●]
Dated: [●]

