

The following terms and conditions will apply. If there is any conflict then standard G-Cloud 14 terms and conditions will prevail.

Standard	Terms and Conditions
1. Basis of Engagement	1.1. The Proposal and the quoted prices within it are valid for 30 days from the date of issue. 1.2. Work will not commence without written binding acceptance of the Proposal value and/or issuance of a Purchase Order having been received from the Client. 1.3. The Client shall, at its own expense, provide Nexer with all necessary documents, material, data, or other information relating to the Specified Service, within sufficient time to enable Nexer to provide the Specified Service in accordance with the Proposal. The Client shall be responsible for ensuring the accuracy of all Input Material. 1.4. The Client shall, at its own expense, retain duplicate copies of all Input Materials and insure against its accidental loss or damage. All final Deliverables shall be at the sole risk of the Client from the time of delivery to, or to the order of, the Client. 1.5. These Terms and Conditions, or any subsequent written variation agreed by an authorised representative of Nexer and the Client, form an integral part of the Proposal. 1.6. Nexer adopts best practice approaches to the delivery of all project work, modelling project delivery methodologies on industry standards such as Agile, Waterfall, Prince and PMI. Nexer also recognises the need to work flexibly to accommodate Client-specific processes. All project-related processes will be agreed in writing in advance of the work commencing.
2. Definitions	2.1. <i>Day</i>. A normal working day is deemed to be periods totalling 7 hours in any weekday (Monday to Friday), excluding public holidays. 2.2. <i>Nexer</i>. Nexer refers to Nexer Digital Limited. 2.3. <i>Client</i>. The person or organisation to whom Nexer has agreed to provide the Specified Services. 2.4. <i>Input Material</i>. Any documents or other materials or any data or other information provided by the Client relating to the provision of the Specified Services. 2.5. <i>Deliverable</i>. A deliverable is any item, document (whether written or electronic), materials, service or product provided by Nexer to the Client as defined in the relevant Proposal. 2.6. <i>Proposal</i>. The document appended to these terms and conditions, which contains the details of the Specified Services. 2.7. <i>Proposal Acceptance</i>. Written acceptance by the Client of the Specified Services. 2.8. <i>Specified Services</i>. The services to be provided by Nexer to its Client (full details of which are set out in the Proposal.)
3. Charges	3.1 Reasonable travel and subsistence expenses will be recharged to the client, at cost, for all travel between Nexer offices in Macclesfield and Cambridge and client sites. Expenses will be charged for assets bought on behalf of the customer (such as software licenses, stock photography, flights and exceptional items to be agreed in advance).

All charges for expenses will be agreed in advance with the Client and invoiced according to the agreed payment schedule.

- 3.2 Subject to any special terms agreed the Client shall pay Nexer's charges and any additional sums, which are agreed between Nexer and the Client for the provision of Specified Services as set out in the Proposal. All charges quoted are exclusive of VAT for which the Client shall be additionally liable at the applicable rate.
- 3.3 Invoices for the work done will be raised in accordance with the agreed payment schedule.
- 3.4 If there is a delay to a previously agreed project start date or a mid-project pause of more than one week, initiated by the client, then Nexer reserves the right to charge a retainer fee of up to 25% of the total project budget in order to mitigate the impact of Nexer resource reallocation to other projects or to the bench.

4. Payment Terms	4.1. Invoices are payable within 30 (thirty) days from invoice date. Interest at 3% above the Bank of England base rate will be charged on the amount outstanding (both before and after any judgment) from the date the invoice fell due until the date of payment received by Nexer. 4.2. Nexer reserves the right to suspend the provision of Specified Services or withhold Deliverables should payment not be made in accordance with the agreed payment schedule.
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5. Warranties and Liability	5.1. Nexer warrants to the Client that the Specified Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Proposal. 5.2. Nexer shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, inaccurate, illegible, out of sequence, or in the wrong form arising from their late or non-arrival or any other fault of the Client. 5.3. Except in respect of death or personal injury caused by Nexer's negligence, Nexer shall not be liable to the Client by reason of any representation (other than fraudulent) or any implied warranty condition or any term or other duty at common law or under the express terms of the Proposal for any loss of profit or any indirect special or consequential loss or damage costs expense or claims (whether caused by Nexer's negligence its servant or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or the use of Deliverables by the Client. 5.4. The entire liability of Nexer under or in connection with the Proposal shall not exceed the amount of Nexer's charges for the provision of the Specified Service. 5.5. Neither party shall be liable in damages or have the right to terminate the Specified Service for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control.
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6. Confidentiality	6.1. All information, materials, deliverables or electronic files provided by the Client to Nexer or by Nexer to the Client are deemed to be confidential and are bound by the Terms and Conditions of the Mutual Non-Disclosure Agreement. 6.2. Nexer accepts no liability to any party who is shown or gains access to any information, materials, deliverables or electronic files provided by Nexer to the Client.
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	6.3. Upon successful delivery of the Specified Service, unless specifically informed otherwise in writing, Nexer reserves the right to publicise the service in the public domain or to use references to the services in proposals or other similar submissions.
7. Ownership	7.1. The property and any copyright in any Input Material shall belong to the Client. 7.2. All intellectual property created as a consequence of Nexer delivering the Specified Service is by definition, and at the time of payment, the property of the customer, unless agreed to otherwise in writing. 7.3. Any templates, tools, code, processes employed or developed by Nexer to deliver the Specified Service, will remain the intellectual property of Nexer. 7.4. The Client warrants that any Input Material and its use by Nexer for the provision of the Specified Service will not infringe the copyright or other rights of any third party and the Client shall indemnify Nexer against any loss, damages, costs, expenses, or other claims arising from such infringement. 7.5. Subject to clause 7.4, Nexer warrants that the Deliverables will not infringe the copyright or other rights of any third party and Nexer shall indemnify the Client against any loss damages costs expenses or other claims arising from such infringement.
8. Continuation	8.1. The provision of clauses 6 and 7 shall continue in full force and effect notwithstanding the termination of Nexer's appointment hereunder or the completion of the Specified Services.
9. Commencement	9.1. When an agreement is made for Nexer to start work on behalf of the Client a commencement date shall be agreed between the parties. The Client must give Nexer a minimum of 5 (five) working days' notice in order to resource the Specified Service.
10. Delays and Changes	10.1. If at any stage from commencement of the Specified Service the Client does not provide necessary/specified access to the documents, material, data, personnel or other information by the due date outlined in the Specified Service, then this may preclude Nexer from delivering the project to time or to the original specification. 10.2. The Client may delay commencement of the Specified Service (see 9 above) by giving Nexer 10 (ten) working days' prior notice of that delay in writing. If less notice is given and Nexer has allocated staff or other resource to the project, then Nexer reserves the right to invoice the Client at a pro rata day rate for the period of the delay. 10.3. Should the Client wish to change elements of the specification and agreed Deliverables before or during the course of the Specified Service, such requests must be agreed in writing, and may be the subject of additional, agreed to charges and changes in time frame for delivery.
11. Termination	11.1. Both the Client and Nexer may terminate a Specified Service by giving 30 (thirty) days notice in writing to the other party. In the event Specified Service is cancelled by the Client, fixed price terms will transfer to a time and materials basis at which time effort worked on Specified Services will be invoiced.

12. Acceptance	12.1. The Client is deemed to be the user of the Deliverables and the Client's final sign-off (or payment of final invoice) implies verification, acceptance and project closure.
13. General	13.1. This document, the Proposal and acceptance of the Proposal form the entire contract between the Client and Nexer. All other documents are excluded, unless otherwise stated. All verbal representations are excluded. 13.2. Any notice required or permitted to be given by either party to the other in accordance with these terms and conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified to the party giving the notice. 13.3. No failure or delay by either party in exercising any of its rights under the Proposal shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Proposal by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
14. Working for other parties	14.1. The Specified Services that Nexer undertakes on behalf of the Client shall not be exclusive in that nothing in the Proposal shall prevent or restrict Nexer from carrying on its services or business. In particular, Nexer reserves the right to provide professional services at any time for other clients who may be competitors of the Client or in respect of whom issues of commercial conflict may arise.
15. Solicitation of Employment	15.1. During the period of Specified Services and for a period of 12 (twelve) months thereafter, the Client shall not directly or indirectly solicit, induce, or in any manner encourage employees of Nexer to leave its employ.
16. Electronic Communications	16.1. During the provision of the Specified Services both parties may wish to communicate electronically with each other. The electronic transmission of information cannot be guaranteed to be secure or error free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Nexer and the Client agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but both parties recognize that such procedures cannot be a guarantee that transmissions will be virus free. 16.2. Each party will be responsible for protecting their own interests in relation to electronic communications. Neither party (including respective directors, employees or agents) shall be liable to each other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between either party or in reliance of such information.
17. Force Majeure	17.1. Neither the Client nor Nexer will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside their reasonable control.
18. File Destruction	18.1. Whilst certain documents and materials may legally belong to the Client, unless Nexer is advised otherwise, Nexer will destroy

documents and materials and other papers that are held, electronically or otherwise, which are more than two (2) years old, other than documents which Nexer believes may be of continuing significance.

19. Assignment

19.1. Neither party may transfer or assign any rights or obligations under the Proposal or Specified Services without the prior written consent of the other party.

20. Quality Assurance

20.1. As a matter of routine Nexer makes best endeavours to carry out quality assurance procedures on all work and services provided. If at any time the Client wishes to discuss how any aspect of Nexer's service could be improved or if the Client is dissatisfied in any way with the Specified Services received, please notify Nexer by writing to the Managing Director at Ropewalks, Newton Street, Macclesfield, Cheshire SK11 6QJ. Email: hello@nexerdigital.com. Nexer undertakes to look carefully and promptly at any complaint and explain the position to the Client.

21. Data Protection

21.1. Under the General Data Protection Regulation (GDPR), certain information provided to Nexer by the Client may not be disclosed by Nexer to any third party without the Client's prior written consent.

21.2. We agree that in relation to any personal data the Client may provide to Nexer in the course of the provision of the Specified Services, Nexer shall act as data processor and shall process such data in accordance with the Client's instructions and keep such information confidential and secure.

22. Jurisdiction

22.1. These terms and conditions are governed by and construed in accordance with the laws of England and Wales without regard to or application of choice of law rules principles and the parties agree to submit to the exclusive jurisdiction of the English Courts.