

TERMS OF BUSINESS

WORKING WITH GLOBAL INITIATIVE

1) Overview

These Terms of Business set out Global Initiative's standard approach to working with clients. They describe how we deliver services, how we manage scope, communication, access, security, intellectual property, and payment, and what we expect from a professional working relationship. Their purpose is to provide clarity, reduce ambiguity, and support effective delivery.

Where services are procured under a public sector framework agreement, including Crown Commercial Service frameworks such as G Cloud, the applicable framework agreement and Call Off Contract take precedence. If there is any conflict between those terms and these Terms of Business, the framework agreement and Call Off Contract prevail and the conflicting supplier term is disappplied.

These Terms of Business should be read alongside the relevant Statement of Work, Order Form, or Call Off Contract, which defines the specific scope, deliverables, responsibilities, pricing, and timelines for each engagement.

2) G Cloud and Crown Commercial Services

Where services are procured under a Crown Commercial Service framework (including G Cloud), the framework agreement and Call Off Contract govern the engagement. These Terms of Business apply only to the extent they are consistent with the framework agreement and Call Off Contract and are otherwise disapplied where they conflict.

In practice, this includes precedence for any framework specific requirements relating to service scope, pricing, change control, service levels, data protection, information governance, liability, and termination.

3) Scope

These terms of business will form the main agreement between the two parties: GI and The Client.

The accompanying or relevant Brief, Proposal, Heads of Terms, or Statement of Work documents will define the Schedule of Work.

Letter of Engagement and accompanying, agreed, Schedules may expand or adjust some of the terms within if signed by both parties.



This agreement is governed by the laws of England and Wales.

These terms are subject to change from time to time and without prior notice.

GI will provide notice of any changes that would affect the nature of this agreement with the Client.

GI will deliver our services within our ISO 27001 and 9001 commitments; Cyber and Information Security, and Quality Management Systems.

4) Definition of Terms

"The Client" - the company or individual named in this document.

"GI" - Global Initiative Ltd and its employees.

"The Proposal" / "Brief" / "Heads of Terms" - the document outlining the Work GI will undertake for the Client; either formally defined as the Proposal or informally as a Letter of Engagement.

"Publications" / "Work" / "Services" - any Work, including Websites and any solutions described in the Proposal or Letter of Engagement, completed by GI for the Client.

"Written" / "In Writing" – any communication delivered by email, post, or via Jira or Service Desk.

"Business Day" – a calendar day which is not a weekend or public holiday in England.

"On hold" – temporary suspension of work on a project.

5) Policy

1 Before we start

"We like you and you like us; let's do this."

- 1.1 We cannot begin work until these terms are signed
- 1.2 We also require full payment of the Retainer Invoice or a Purchase Order for the full value of the agreement.
- 1.3 Once these are done, this will form the Agreement and legally appoint Global Initiative to perform the agreed services.
- 1.4 Once appointed GI will schedule the work.

2 Fees and Payment

"We will do work for you, which will take time. We will charge you for that time."

- 2.1 The Client agrees to pay in full for all work completed by GI, including any work that has been aborted by either party.



- 2.2 All fees are in GB Pound Sterling and exclude VAT.
- 2.3 All quotes are based on estimates of time and materials, and fees will be calculated and charged accordingly.
- 2.4 Payment is due 14 days from Invoice Date.
- 2.5 GI reserves the right to change these fees by written notice following appropriate change control processes.
- 2.6 GI will invoice on a monthly basis in arrears for work completed, unless a different payment schedule has been agreed or a delay outside of GI's control occurs.
- 2.7 GI reserve the right to charge interest on outstanding payments at statutory interest where applicable.
- 2.8 GI will invoice for any expenses or disbursements which it incurs on behalf of the Client.
- 2.9 Expenses in excess of £100 will not be incurred without prior written approval of the Client. Please note that a delay to approval may cause a delay in delivery.
- 2.10 Expenses incurred by GI are subject to a 10% administration fee.
- 2.11 Examples of expenses and disbursements in 2.8 and 2.9 include but are not limited to hosting, domain purchase and management, photography and media, fonts, and fees for third-party services, APIs, and systems required to complete the work.
- 2.12 All services are provided on a time and materials basis unless otherwise agreed.
- 2.13 Day rates are fixed by 3 levels of seniority and applied consistently across all roles; Directors & Heads & Leads, Senior Staff, and everyone else.
- 2.14 By default and unless otherwise agreed, out of business hours work is double our daily rate. Night time hours, Sundays and Bank Holidays is triple our daily rate.
- 2.15 By default and unless otherwise agreed, urgent, unscheduled work is charged at double rate.

For clarity, work that GI and their staff voluntarily perform during "out-of-hours" will not be charged at higher rates. However, work that is imposed on GI and their staff and could have been avoided with better timelines, deadlines, or delivery of client decisions, requirements, or deliverables, will be charged at the added rates specified in clause 2.12 and 2.13.

3 Warranties



"We promise to act in good faith and provide quality Services."

- 3.1 Both parties shall enter into this agreement voluntarily and with the intention of fulfilling their obligations.
- 3.2 GI shall deliver the Services with a reasonable degree of skill and care, in accordance with industry standards.
- 3.3 The Client represents and warrants that any materials provided to GI in connection with this agreement are free from any encumbrances or restrictions, and that all necessary rights and licenses have been obtained for their use.
- 3.4 The Services provided under this agreement shall not infringe upon any third-party intellectual property rights or violate any applicable laws or regulations.
- 3.5 The Client acknowledges that all information concerning the Services and GI's work on behalf of the Client shall be considered confidential and proprietary to the Client.
- 3.6 For the duration of and for a period of two years following the termination of this Agreement the Client will not solicit or attempt to solicit directly or by assisting others any person who was or is an employee of GI to leave the employment of GI or join their employ.

4 GI's Obligations

"We will perform the Services to the best of our ability within the agreed upon time frames."

- 4.1 GI will deliver the Services using reasonable care and skill.
- 4.2 GI shall make reasonable efforts to meet any performance dates specified in this agreement, but such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.3 GI shall not be liable for any delay in the delivery of the Services caused by a Force Majeure event, or the Client's failure to provide adequate delivery instructions or any other necessary information.
- 4.4 GI may engage a subsidiary company or sub-contractors to perform the Services, but GI shall remain responsible for their performance and shall be liable to the Client for their acts or omissions.
- 4.5 GI shall perform its obligations under this agreement in accordance with the laws of England and Wales.
- 4.6 GI reserves the right to postpone any additional work requested after the start date of this agreement until after the completion of the originally agreed upon Services.
- 4.7 GI shall maintain accurate records of time spent and materials used in connection with the performance of the Services.



5 The Client's Obligations

"You will provide us with everything necessary to perform the Services."

- 5.1 The Client shall not enter into any arrangement that conflicts with this agreement.
- 5.2 The Client shall not engage any other third party for the Services that GI has been engaged to deliver.
- 5.3 The Client acknowledges that all quotes are estimates based on time and subject to change, and that such changes may be caused by factors beyond GI's control.
- 5.4 The Client shall make reasonable efforts to provide any deliverables in a timely manner.
- 5.5 The Client grants GI the right to promote and market the work performed under this agreement as its own but shall protect any sensitive information provided by the Client. Any public case study or logo use requires the client's prior written approval.
- 5.6 The Client shall appoint a designated contact person, "The Product Owner", who shall be responsible for approving all requests related to the Services.
- 5.7 The Client shall provide written approval of all copy, layouts, or artwork within a reasonable timeframe. This written approval will serve as the authority for GI to purchase any necessary production materials.
- 5.8 GI will not accept third party terms on behalf of the client without prior written approval.
- 5.9 Where possible, GI will provide the Client with a copy of any EULAs it intends to enter into at least 2 working days before accepting them.
- 5.10 The Client warrants that all materials provided to GI shall contain the appropriate copyright notices, credit attributions, and acknowledgements.
- 5.11 The Client will be responsible for ensuring that any work or materials provided by GI, including but not limited to text, images, software, and data, comply with all legal obligations to the Client's end users and regulations or laws in any country where the work will be published or used. The Client agrees to indemnify and hold harmless GI from any and all claims, damages, and expenses, including reasonable attorney fees, arising from any breach of this clause.

6 The Pause Clause

"Hold ups can harm the momentum of a project."



- 6.1 If a Client deliverable (such as input, approvals, or payment) is late more than 10 business days the project will be set to “on hold.” and to invoice for all time and materials to this date.
- 6.2 If the project remains in this state for more than 3 months, GI reserves the right to terminate the agreement.
- 6.3 Once the deliverable is received and the project is re-activated, the project will be rescheduled based on GI’s current workload and availability.
- 6.4 GI will ensure the Client is made aware of the new timelines as soon as practicable.
- 6.5 The Client understands that the potential consequences of putting a project on hold may include; suspension of work, delay in project timelines, increased costs.

7 Copyrights, Ownership and Intellectual Property Rights

“You own what we make for you after you’ve paid for it.”

- 7.1 Upon full payment by the Client, GI assigns all copyrights of authorship in the work rendered to the Client, excluding any original contributions by GI which shall be licensed indefinitely to the Client for free.
- 7.2 GI is entitled to clear credit and recognition for the work produced as deemed appropriate, examples may include a link in the footer of a website, the "About" section of a mobile application, or listing under the GI account on app stores.
- 7.3 GI may use the completed work as part of its portfolio, marketing communications, case studies, and other publications, excluding any arrangements governed by Non-Disclosure Agreements or unless otherwise agreed.
- 7.4 Upon full payment by the Client, GI assigns all copyrights of authorship in the work rendered to the Client, excluding any original contributions by GI which shall be licensed indefinitely to the Client.
- 7.5 GI is also entitled to enter the work into any awards.
- 7.6 The Client will own the work produced by GI in full, excluding any original contributions by GI, which will be licensed to the Client indefinitely for free subject to Clause 7.6.
- 7.7 The ownership of the work as stated in Clause 7.5 will transfer to the Client once all payments for the completed work have been made in full, regardless of whether the agreement is terminated by either party.

8 Service Level



- 8.1 A day is 8 hours.
- 8.2 This agreement does not include any on-going support or maintenance unless defined in the accompanying Brief, Proposal, Heads of Terms, or Letter of Engagement.
- 8.3 A 30-day Warranty Period will apply to any major release to cover any defects specific to the work carried out. GI will provide guidance on how to report defects and what defines a defect as well as its severity.
- 8.4 Warranty applies only to code artefacts delivered by GI and is limited to defects directly attributable to that code. Warranty does not apply to advisory outputs, documentation, test results, evidence packs, or third party assurance activities.
- 8.5 GI will attempt to rectify defects in relation to their severity and at least within 1 calendar month.
- 8.6 GI will provide at least two points of contact for the duration of the work The Director of Operations and A Project Manager.
- 8.7 The points of contact will endeavour to reply to all enquiries within 2 working days.

9 Delivery

"We understand the importance of timely delivery of the agreed services and products."

- 9.1 The Client agrees to provide all necessary input, approvals, and information required for GI to deliver the services and products as outlined in the accompanying Brief, Proposal, Heads of Terms, or Letter of Engagement.
- 9.2 GI agrees to deliver the services and products as specified in the accompanying Brief, Proposal, Heads of Terms, or Letter of Engagement, within the agreed timeline, subject to any delays caused by the Client's failure to provide necessary input, approvals, or information.
- 9.3 The Client agrees to promptly review and approve all deliverables provided by GI and to notify GI of any defects or issues within 5 business days of receipt.
GI will use reasonable efforts to remedy any defects or issues identified by the Client within a reasonable timeframe, or within the warranty period, as determined by GI in its sole discretion.
- 9.4 Delivery of the services and products shall be considered complete when the Client has approved the deliverables in accordance with clause 9.3. or requested they be published on a live or production environment.

10 Hosting



- 10.1 GI is able to provide hosting in a number of different ways, the two most common are:
 - 10.1.1 Managed solutions with our hosting partners Mythic Beasts
 - 10.1.2 GI-Managed solutions with AWS
- 10.2 If GI is supplying hosting, the Information Processing Agreement must be signed.
- 10.3 Uptime is not guaranteed by this agreement.
- 10.4 Hosting is paid for annually and in advance – typically from 23 February.
- 10.5 Hosting is a subscription service and automatically billed annually.
- 10.6 The Client understands that refunds are not possible past the renewal invoice date.
- 10.7 A separate agreement or document will define the hosting arrangements.

11 GDPR & Data Protection

"We can keep each other's digits and we'll both look after all personal data we hold, properly."

- 11.1 Each party may retain information - personal, contact or other - pertinent to the continuing professional relationship as long as required to maintain the relationship and as directed under [Paragraph 6.1\(f\) of The EU General Data Protection Regulation 2016/679 \(GDPR\)](#).
- 11.2 We use a number of sub-processors including Microsoft and Mythic Beasts.
- 11.3 A separate agreement covers the Processor-Controller relationship and Agreement to Process. This will include clauses which will cover but are not limited to:
 - 11.3.1 The type of personal data to be processed;
 - 11.3.2 The purpose for processing this personal data;
 - 11.3.3 The retention period of this data;
 - 11.3.4 That both parties are obligated to protect this personal data with appropriate technical and organisational measures for which they are each independently responsible for;
 - 11.3.5 List any third-party processors which have been assessed for compliance;
 - 11.3.6 The Client is responsible for appropriate notices, terms of use, and privacy policies to be published and available to users;
 - 11.3.7 The handling of data breaches;
- 11.4 Each party will comply with their own obligations under all Data Protection Legislations.



12 The Initiative £100k Fund

- 12.1 Any funding provided by the Initiative £100k Social Fund is subject to separate signed terms.

13 The Initiative Incubator

- 13.1 Any investment provided by the Initiative Incubator is subject to separate signed terms.

14 Company Policies

"We care about a lot of important things and this work will be covered by these policies."

- 14.1 The policies in place at GI will form the basis for all policies in relation to this work. These policies cover a range of important issues, including but not limited to:
- 14.1.1 Information Security, to ensure the protection of confidential information;
 - 14.1.2 Anti-Bribery and Anti-Corruption, to maintain ethical standards in all business practices;
 - 14.1.3 Appropriate Use, to ensure the responsible and lawful use of technology;
 - 14.1.4 Environmental Sustainability, to promote environmentally responsible practices;
 - 14.1.5 Equal Opportunity, to promote equality and diversity in the workplace;
 - 14.1.6 Health and Safety, to ensure the well-being of employees and clients;
 - 14.1.7 Modern Slavery, to prevent and address the exploitation of workers.
- 14.2 We also maintain policies for Third Parties, including but not limited to:
- 14.2.1 Hosting Providers, to ensure that they meet the company's standards and requirements;
 - 14.2.2 Hosting Facilities, to ensure that they provide a secure and reliable environment for data storage.
- 14.3 All our policies are available on request and the Client is encouraged to review them to understand the company's commitment to these important issues.

15 Limitations of Liabilities



"GI's liability is limited to damages caused by our intentional acts and will only be equal to the value of the original work."

- 15.1 GI does not provide legal advice. The Client should seek advice from a solicitor as needed.
- 15.2 The Client understands and agrees that GI will make every effort to ensure the work is delivered to its fullest legal obligation.
- 15.3 GI will not be responsible for any actions, costs, losses, claims, fines, or expenses arising from the work performed, unless:
 - 15.3.1 The work violates any industry-specific regulations or guidelines brought to GI's attention in writing by the Client;
 - 15.3.2 The work breaches any warranties provided by GI;
 - 15.3.3 The work violates any laws or regulations brought to GI's attention in writing by the Client;
 - 15.3.4 The cause of the issue is directly related to the work performed by GI.
- 15.4 The Client will not be held liable for any actions, costs, losses, claims, fines, or expenses arising from the work performed or the relationship between the parties, unless:
 - 15.4.1 The Client breaches the terms of the agreement;
 - 15.4.2 The Client violates any laws or regulations relevant to the work;
 - 15.4.3 The Client provides instructions that result in loss or damage;
 - 15.4.4 The Client did not follow advice given by GI;
 - 15.4.5 The loss or damage is caused by the Client's activities.
- 15.5 Damage, loss, expenses, claims, fines, and costs incurred by GI may include, but are not limited to:
 - 15.5.1 additional operational and administrative costs;
 - 15.5.2 Wasted expenditures or charges incurred by GI;
 - 15.5.3 Loss of expected savings, profits, business opportunity, revenue, or goodwill.
- 15.6 GI's maximum liability will be to the value of the original value of the work completed.
- 15.7 Each party must be given the opportunity to rectify any issues or causes before incurring any liabilities.
- 15.8 All liabilities shall be considered void:
 - 15.8.1 After 12 months from the completion of the work;
 - 15.8.2 if any security patches or updates have not been applied in a timely manner;
 - 15.8.3 If the work is altered by anyone other than GI;
 - 15.8.4 If any advice provided by GI is not followed;
 - 15.8.5 the work is not completed for any reason;



- 15.8.6 if the work is not covered by a maintenance contract provided by GI;
- 15.8.7 If the work violates any laws or regulations not brought to GI's attention in writing;
- 15.8.8 If a breach has occurred due to the Clients actions;
- 15.8.9 If any actions undertaken by the Client has caused a defect or any issue.

16 Confidentiality

"We both agree to keep all confidential information secret and to ensure our employees do the same."

- 16.1 Both parties shall keep confidential and not disclose to any third party any confidential information relating to the business and operations of the other party, except as required by law or as authorised in writing by the disclosing party.
- 16.2 This confidentiality obligation shall not apply to information which is or becomes publicly known other than through the unauthorized act of the receiving party, or which was already in the receiving party's lawful possession without any obligation of confidentiality.
- 16.3 The receiving party shall only use the confidential information for the purpose of fulfilling its obligations under this agreement and shall take all reasonable measures to protect the confidentiality of the confidential information.
- 16.4 The obligations set forth in this clause shall survive the termination of this agreement for any reason.

17 Insurances

- 17.1 GI maintains the following insurances:

	Employer's Liability Insurance	Public Liability Insurance	Product Liability Insurance	Professional Indemnity Insurance
Extent of Cover (£)	£10m	£5m	£5m	£5m
Insurer	Arch	Arch	Arch	HCC International Managed by David Oliver Associates



Policy Number	PO0011383	PO0011383	PO0011383	P18R806486 /
Expiry Date				

- 17.2 These are subject to single claim limits.
- 17.3 These are not the limits of our liabilities for the work.
- 17.4 These are listed for informational purposes only.

18 Termination and Complaints

- 18.1 Every effort will be made to ensure that the services provided by GI are fast and efficient. However, if the Client has grounds for complaint, they should address their concerns to one of the directors immediately.
- 18.2 Either party may terminate this agreement in writing with two months' notice.
- 18.3 GI reserves the right to terminate this contract with immediate effect by giving notice in writing, in any of the following events;
 - 18.3.1 The Client undergoes any form of insolvency, bankruptcy or liquidation;
 - 18.3.2 The Client is in breach of these terms;
 - 18.3.3 The Client is unprofessional, discourteous, or abusive to any member of staff;
 - 18.3.4 Client's payments are not kept up-to-date.
- 18.4 The Client retains the right to terminate this contract by giving notice in writing, with a 4 week period of notice, in any of the following events:
 - 18.4.1 The Publications are no longer required by the Client, only for reasons beyond their control. If so, the contract for the Publications may not be awarded to a Third Party until after 6 Months of the termination date, unless otherwise agreed.
 - 18.4.2 GI undergoes any form of insolvency, bankruptcy or liquidation;
 - 18.4.3 GI is in breach of these terms;
 - 18.4.4 GI or any of its staff is unprofessional, discourteous, or abusive.
- 18.5 In case of termination for any reason, GI may hold all materials and source files until all outstanding monies are paid in full or the matter is settled.
- 18.6 Upon termination and full payment of all outstanding amounts:
 - 18.6.1 All data held in physical form may be destroyed or returned to the owner;
 - 18.6.2 All data held in digital form is irretrievably deleted, except any details as defined in 11.1;
 - 18.6.3 All liabilities shall be waived;



- 18.6.4 GI may provide the source files for any work completed;
- 18.6.5 GI may at, its discretion, cooperate to ensure an orderly migration to a new supplier;
- 18.7 Fees will be payable at the emergency rate for any continued service provision of any sort after termination.

Agreed by the parties through their authorised representatives:

For and on behalf of

Global Initiative

Company

Signature

Signature

Name: Gareth Nixon

Name:

Position: Director

Position:

