

Our working agreement and the terms under which we will deliver services

An agreement between Hive IT and <insert>

This agreement sets out the terms under which work will be conducted. The parties to this agreement are:

The Supplier, referred to as either 'the supplier' or 'Hive IT':

Hive IT Limited

Company Registration Number:

08852342

Registered Office:

New Oxford House, 30 Barkers Pool, Sheffield S1 2HB

The Client, referred to as either 'the client' or <insert>:

Company Registration Number: <insert>

Registered Office: <insert>

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY Hive IT Limited, the Supplier, by <insert signatory>, duly authorised for and on behalf of the Supplier:

..... **Date**

SIGNED BY <insert Client> on the date of signature, the Client, by the undersigned, duly authorised for and on behalf of the Client:

<insert name & Title>

..... **Date**

1. Definitions

1.1 In this Agreement:

- (a) **"Agreement"** means this agreement including any Schedule, and any amendments to this agreement from time to time;
- (b) **"Charges"** means the following amounts:
 - (i) [the amounts specified in Part 4 of Schedule 1;]
 - (ii) [such amounts as may be agreed in writing by the parties from time to time; and]
 - (iii) [amounts calculated by multiplying the Supplier's [standard time-based charging rates (as notified by the Supplier to the Client before the date of this Agreement)] by the time spent by the Supplier's personnel performing the Services (rounded by the Supplier to the nearest hour);]
- (c) **"Client Materials"** means all works and materials supplied by or on behalf of the Client to the Supplier for incorporation into the Deliverables or for some other use in connection with the Services;
- (d) **"Deliverables"** means those deliverables specified in Part 2 of Schedule 1 that the Supplier has agreed to deliver to the Client under this Agreement;
- (e) **"Effective Date"** means the date of execution of this Agreement;
- (f) **"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
- (g) **"Schedule"** means any schedule attached to the main body of this Agreement;
- (h) **"Services"** means the services specified in Schedule 1;
- (i) **"Term"** means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2; and
- (j) **"Third Party Materials"** means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party [and which are specified in Part 2 of Schedule 1 or which the parties agree in writing shall be incorporated into the Deliverables].

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force [indefinitely] subject to termination in accordance with Clause 11.

3. Services

- 3.1 The Supplier shall provide the Services to the Client in accordance with this Agreement.
- 3.2 The Supplier shall provide the Services with reasonable skill and care.

4. Deliverables

- 4.1 The Supplier shall deliver the Deliverables to the Client as required during the engagement.
- 4.2 The Supplier warrants to the Client that:
 - (a) the Deliverables will conform with the requirements of Part 2 of Schedule 1
 - (b) the Deliverables / the use of the Deliverables by the Client in accordance with this Agreement will not:
 - (i) breach the provisions of any law, statute or regulation;
 - (ii) infringe any third party's Intellectual Property Rights; or
 - (iii) give rise to any cause of action against the Client,in each case in any jurisdiction and under any applicable law.

5. Intellectual Property Rights

- 5.1 This agreement alters or impacts no previous intellectual property rights held by either party. Any new intellectual property created during the delivery of work defined in any Schedule will be owned by the Client.

6. Charges

- 6.1 The Client shall pay the Charges to the Supplier in accordance with this Agreement.
- 6.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to the

Supplier.

7. Payments

- 7.1 The Supplier shall issue invoices to the Client in accordance with the Payment Schedule agreed by both parties as part of any Particulars of Services. All invoices should be paid within 30 days of the issue date.
- 7.2 The Client must pay the Charges to the Supplier within the period of 30 days following the receipt of an invoice issued in accordance with this Clause 8.
- 7.3 The Client must pay the Charges by bank transfer.
- 7.4 If the Client does not pay any amount properly due to the Supplier under this Agreement, the Supplier may:
- (a) charge the Client interest on the overdue amount at the rate of 3% per annum above the UK base rate of HSBC Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

8. Warranties

- 8.1 The Supplier warrants to the Client that:
- (a) the Supplier has the legal right and authority to agree to this Agreement and to perform its obligations under this Agreement;
 - (b) the Supplier will comply with all applicable legal and regulatory requirements applying to the exercise of the Supplier's rights and the fulfilment of the Supplier's obligations under this Agreement; and
 - (c) the Supplier has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.
- 8.2 The Client warrants to the Supplier that it has the legal right and authority to agree to this Agreement and to perform its obligations under this Agreement.
- 8.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

9. Limitations and Indemnity

- 9.1 The Supplier shall indemnify the Client from and against all claims and all direct or consequential liabilities (including loss of profits, loss of business, depletion of goodwill, and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred by the Customer as a result of:

- (a) any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services; and
 - (b) any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by a third party to the extent that such liability, loss, damage, injury, cost or expense was caused by or arises from the provision of the Services as a consequence of a breach, negligent performance, failure to perform or delay in performing this agreement by the Supplier.
- 9.2 During the term of this agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance of an amount not less than **£2 million** and shall, on the Customer's request, produce evidence of such insurance.
- 9.3 Each Party's total liability arising out of or in connection with the Agreement shall not exceed **£2 million**.
- 9.4 The provisions of this clause shall survive termination or expiry of this agreement.

10. Termination

- 10.1 Either party may terminate this Agreement by giving to the other party at least **30 days'** written notice of termination.
- 10.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.
- 10.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

11. Effects of termination

- 11.1 Upon the termination of this Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of this

Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6, 8.2, 8.3, 10, 12, 13.2 and 15.

- 11.2 The termination of this Agreement shall not affect the accrued rights of either party.
- 11.3 Upon termination the Client shall pay the Supplier all sums due in respect of the Services provided and expenses incurred prior to termination, as defined by any schedules to this agreement.

12. Status of Supplier

- 12.1 The Supplier is not an employee of the Client, but an independent contractor.
- 12.2 The termination of this Agreement will not constitute unfair dismissal; nor will the Supplier be entitled to any compensation payments, redundancy payments or similar payments upon the termination of this Agreement.

13. Subcontracting

- 13.1 The Supplier may subcontract any of its obligations under this Agreement, providing that the Supplier must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.
- 13.2 The Supplier shall remain responsible to the Client for the performance of any subcontracted obligations.

14. General

- 14.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 14.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 14.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 14.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 14.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the

parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

- 14.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 14.7 This Agreement shall be governed by and construed in accordance with English law.
- 14.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

15 Confidentiality

- 15.1 In this clause, Confidential Information means all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:
 - 15.2 identified as confidential at the time of disclosure; or
 - 15.3 ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- 15.4 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 15.5 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 15.6 The obligations set out in this clause shall not apply to Confidential Information which the receiving party can demonstrate:
 - 15.7 is or has become publicly known other than through breach of this clause; or
 - 15.8 was in possession of the receiving party prior to disclosure by the other party; or
 - 15.9 was received by the receiving party from an independent third party who has full right of disclosure; or
 - 15.10 was independently developed by the receiving party; or
 - 15.11 was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 15.12 The obligations of confidentiality in this clause shall not be affected by the expiry or termination of this agreement.

SCHEDULES OF SERVICES

The following schedules form part of the contract between both parties and will be delivered subject to the terms and conditions agreed above. New Schedules can be added to the contract if agreed by both parties.

SCHEDULE 1:

1. Overview of the services Hive IT will provide

2. Details of the deliverables

Hive IT will provide the following to the Client:

2.1 Completion of agreed work

The project will be defined as 'complete' upon

2.2 Exclusions, assumptions and responsibilities

The following exclusions have been agreed:

-

The following assumptions have been agreed:

-

The following responsibilities are understood and agreed:

These exclusions, assumptions and responsibilities form part of the definition of the services provided by Hive IT. They are therefore understood and agreed by both parties.

3. Timetable

4. Financial details

4.1 The Costs

4.2 Payment schedule

Invoice schedule will be as follows:

5. Changes & Review

Any changes, and resulting cost impacts will then be discussed and must be agreed. A new Schedule document will then be signed by both parties which will replace the original.

6. Acceptance

The parties have indicated their acceptance of this Schedule by executing it below.

SIGNED BY Hive IT Limited, the Supplier, by Jonny Rippon, Director, duly authorised for and on behalf of the Supplier:

..... **Date**

SIGNED BY <insert Client> on the date of signature, the Client, by the undersigned, duly authorised for and on behalf of the Client:

<insert name & Title>

..... **Date**