Terms and Conditions

Otagem Services

January 2026

Commercial – In Confidence

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1. TERMS AND CONDITIONS

1.1. Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation or order form (the **Services**) by **Otagem Consulting Limited**, a company registered in Northern Ireland under number NI626170 whose registered office is at 45 Glen Road, Belfast, Co. Antrim, BT11 8BB (**we**, **us** or **our**) to the person, organisation or contracting authority purchasing the Services (**you** or **the Customer**).

2. You are deemed to have accepted these Terms and Conditions upon acceptance of our quotation or upon commencement of the Services, whichever occurs first. These Terms and Conditions, together with the quotation or order form, constitute the entire agreement between the parties (the **Contract**).

3. Each party acknowledges that it has not relied on any statement, promise, representation or assurance not expressly set out in the Contract.

1.2. Interpretation

4. A **Business Day** means any day other than a Saturday, Sunday or public holiday in England and Wales.

5. Headings are for convenience only and do not affect interpretation.

6. Words imparting the singular number shall include the plural and vice-versa.

1.3. Services

7. We shall perform the Services with reasonable care and skill in accordance with generally accepted industry standards and in all material respects in line with the agreed specification or quotation.

8. We may make changes to the Services where required to comply with applicable law or regulatory requirements and shall notify you where reasonably practicable.

9. Timescales are estimates only unless expressly stated otherwise. Time shall not be of the essence.

1.4. Customer obligations

10. You shall:

    a. Provide timely access to all information, systems, materials and personnel reasonably required for delivery of the Services

    b. Obtain all necessary permissions, licences and consents

    c. Ensure information supplied is accurate and complete

11. We shall not be liable for delays or failures caused by your failure to meet these obligations.

1.5. Fees and Expenses

12. In addition to Fees, you shall reimburse reasonable and properly incurred expenses, including travel, accommodation, subsistence and third-party costs, where agreed in advance.

13. Fees are exclusive of VAT and any other applicable taxes.

1.6. Payment

14. We shall invoice upon completion of the Services or in accordance with the agreed invoicing schedule.

15. Payment terms are **30 days from invoice date**.

16. Late payments may accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

17. All payments shall be made in Pounds Sterling unless otherwise agreed.

18. Fees are charged on a time and materials basis unless otherwise stated and are set out in the quotation.

1.7. Changes and Cancellation

19. Either party may request changes to the Services. Any change affecting scope, cost or timeline must be agreed in writing.

20. You may terminate the Contract for convenience on **30 days' written notice**. You shall pay for Services properly performed up to the termination date.

1.8. Sub-Contracting and assignment

21. We may subcontract elements of the Services provided that we remain fully responsible for the acts and omissions of our subcontractors.

22. We shall notify you of any material subcontracting arrangements relevant to delivery of the Services.

23. Neither party may assign the Contract without the other party's prior written consent, not to be unreasonably withheld.

1.9. Data Protection

24. Each party shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

25. Where Otagem Consulting processes personal data on behalf of the Customer, it shall:

    a. Act only on documented instructions

    b. Implement appropriate technical and organisational security measures

    c. Not transfer personal data outside the UK without lawful safeguards

    d. Assist the Customer with data subject requests and personal data breaches where reasonably required

1.10. Intellectual Property

26. All intellectual property rights in pre-existing materials, methodologies, tools and know-how (**Background IP**) remain vested in Otagem Consulting.

27. Subject to payment of Fees, the Customer is granted a **perpetual, royalty-free, non-exclusive licence** to use any deliverables created specifically for the Services for its internal business purposes.

1.11. Confidentiality

28. Each party shall keep confidential all information disclosed in connection with the Contract that is marked or reasonably understood to be confidential, except where disclosure is required by law.

1.12. Freedom of Information

29. The Customer is subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

30. Otagem Consulting shall provide reasonable assistance to enable the Customer to comply with its statutory disclosure obligations.

1.13. Liability

31. Nothing in this Contract limits liability for:

    a. Death or personal injury caused by negligence

    b. Fraud or fraudulent misrepresentation

    c. Any other liability that cannot lawfully be excluded

32. Subject to the above, our total aggregate liability shall not exceed **the greater of £1,000,000 or 100% of the total Fees payable under the Contract**.

33. We shall not be liable for:

    a. Indirect or consequential loss

    b. Loss of profits, revenue, business or goodwill

c. Loss of data or business interruption

1.14. Force Majeure

34. Neither party shall be liable for failure or delay caused by events beyond its reasonable control, including acts of God, war, terrorism, industrial disputes or failure of utilities or networks.

35. If such events continue for more than 90 days, either party may terminate the Contract.

1.15. Notices

36. Notices shall be in writing and deemed received when delivered by hand, email (with receipt), or five Business Days after posting.

1.16. Severance

37. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

1.17. Governing Law and Jurisdiction

38. This Contract is governed by the law of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

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