



G-Cloud15 Terms of Business

360 Defence (UK) Ltd

Registered in England 6787910

Parties

“360 Defence” short name 360D means 360 Defence (UK) Ltd, of Challenge House, 616 Mitcham Road, Croydon, CR0 3AA, a company registered in England number 6787918.

“Client” means the organisation contracting to receive services from 360 Defence.

Definitions

“Specialist” means an individual designated by 360 Defence to undertake work for the Client.

“Contract” means any document or documents agreed between 360 Defence and the Client which include a Work Authorisation.

“Event of Force Majeure” means an event beyond the reasonable control of 360 Defence and/or the Client, which prevents a Party from complying with its obligations under this Contract.

“Terms” means these Terms and Conditions of Business which apply to any services supplied by 360 Defence to a Client and may include supply of flexible project resources, Specialist cyber security and risk services, short-duration executive-level support, or other Specialist services.

“Work Authorisation” (“WA”) means any document issued by the Client to 360 Defence in electronic or paper form which describes the services and deliverables required, and any variation to 360 Defence’s standard fees.

“Services” The scope of the Services (“Cloud Support provided by 360 Defence”) to be provided to the Client by 360 Defence (UK) Limited (“the supplier”) will be agreed in writing between them prior to commencement of any Services. If the Client requires any additional Services or any change to the agreed Services, the Supplier will be entitled to an adjustment of the fees and an estimate of the additional fees which may be due will be provided to the Client upon request.

“Engagement” If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date the Supplier begins to carry out any of the Services.

The Services will continue until they are completed unless the Engagement is terminated early in accordance with these Terms and Conditions.



1. Introduction

1.1. Any Contract between 360 Defence and the Client shall be deemed to be made upon these Terms to the exclusion of all others. No variation nor waiver shall be effective unless agreed in writing by an officer of 360 Defence.

1.2. In the event of any conflict between these Terms, and those stated within a Contract for services between 360 Defence and the Client, the Contract Terms shall prevail.

2. Charges

2.1. Charges (“fees payable for the provision of the Services”) will be charged by 360 Defence payable for the Services will be as agreed in writing between the Client and the Supplier. Unless otherwise specified, Charges will be payable by monthly invoice with payment being due 30 days after the invoice date. 360 Defence understand and will, if necessary, exercise our statutory right to interest (at base rate + 8%) under the Late Payment of Commercial Debts (Interest) Act 1998.

2.2. Statements made by 360 Defence as to the deliverable charges or total time involved in performing specified services are supplied as estimates only and, whilst all reasonable efforts are made to ensure their accuracy, no liability is accepted in respect thereof. If in the course of an engagement, additional work above the estimate given becomes necessary, this will be agreed with the Client in advance. Any applicable VAT will be added to billings made.

2.3. If any deliverable charge (fee) is agreed with the client including within the Contract, this is for a professional day and includes reasonable meal breaks. Travel, hotel, and other expenses will be charged at cost, unless defined otherwise in the Contract with the Client.

2.4. Any expenses (i.e. travel to a location, hotel, or other expenses) incurred by the Supplier whilst providing the Services to the Client to be agreed in writing in advance of such expenses being incurred.

2.5. The Unit Price of the Supplier quoted to the Client will, unless otherwise agreed, apply to any additional Services.

2.6. Charges are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

3. Client Obligations

3.1. The Client will ensure that the Supplier is provided in good time with all information needed to enable the Supplier to perform the Services and ensure that the information can be relied upon.

3.2. The Client will give all decisions and approvals in a timely manner and provide any additional assistance which the Supplier may reasonably request.



4. Supplier Obligations

4.1. The Supplier will provide the Services with all reasonable care and skill, efficiently and in a lawful, proper, and timely manner.

4.2. The Supplier will also use reasonable endeavours to adhere to the schedules agreed with the Client for the provision of the Services but will not be responsible for any delay which is due to reasons beyond the Supplier's control.

4.3. The Supplier will designate an individual to act as the principal representative in dealings with the Client concerning the Engagement. The Supplier reserves the right to change that individual but will not do so without good reason and will inform the Client in writing of any such change.

4.4. The Services are advisory in nature and do not constitute formal audit, certification, or regulatory approval unless explicitly agreed at call-off.

5. Intellectual Property

5.1. If the engagement results in the production by 360 Defence of any reports, drawings, documents, computer software, computer generated data, systems operating manuals or any other documentation prepared by the supplier, 360 Defence, will remain the property of the supplier (360 Defence) subject to the Client having paid all fees and expenses which are due.

5.2. The Client will have the right to use those documents for any purpose related to the scope for the services provided, but not for any other purpose within its business in perpetuity.

5.3. The copyright and intellectual property rights in such outputs shall remain the property of 360 Defence unless transferred explicitly by 360 Defence. The Client shall not disclose such outputs to third parties without 360 Defence's express permission, and in no circumstances will 360 Defence be liable to any third party for any reliance thereon.

6. Confidentiality

6.1. The Supplier and the Client shall treat all Confidential Information belonging to each other as confidential and safeguard it accordingly. They shall not disclose any Confidential Information belonging to each other to any other person without the prior written consent of each other (save to the extent that the same is in the public domain), unless required by due operation of law.

7. LIABILITY & INSURANCE

7.1. The Supplier (360 Defence) will take appropriate steps to remedy any defect in the Services for which it is responsible providing such defect is notified in writing by the Client no later than 1 month after completion of the Engagement.



7.2. The Supplier (360 Defence) will hold professional indemnity insurance and will use reasonable endeavours to continue such insurance for so long as it has any liability under the Engagement.

7.3. The Supplier (360 Defence) will have no liability to the Client except where such liability is covered by its professional indemnity insurance and the Supplier shall not, in any event, be responsible for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.

8. Termination

8.1. The Supplier (360 Defence) may terminate the Engagement at any time by giving notice in writing to the Client if the Client commits a breach of any of the terms agreed between them which are not remedied within 14 days.

8.2. The Client may terminate the Engagement by notice in writing to the Supplier (360 Defence) if the Supplier commits a breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days.

8.3. The Contract may be terminated or suspended at either party's option:

a) without penalty if an Event of Force Majeure occurs which prevents its performance for a period of more than 21 days.

b) if either party commits any formal act of or leading to bankruptcy, winding up or receivership, or any act having the same or similar effect.

8.4. Upon termination the Client will pay the Supplier (360 Defence) all fees and expenses due up to the termination date.

9. Proposal validity

9.1. Any proposal made by 360 Defence shall remain valid for 31 days. 360 Defence will make reasonable endeavours to ensure the availability of any specific individual Specialist named therein, but 360 Defence cannot guarantee availability.

10. Applicable Law and operational conditions

10.1. Subject to reasonable notice, Specialists may take leave of absence from client work for holidays and for attendance at 360 Defence attended conferences and activities.

10.2. The Client shall not at any time within six months of the termination of this Contract engage, or otherwise utilise the services of any Specialist supplied under it without express written permission of 360 Defence.



10.3. A failure by either party to act upon any of its rights under the Contract shall not constitute a waiver of its right to do so at any future point.

10.4. 360 Defence is neither an Employment Agency nor an Employment Business, and neither the Employment Agencies Act 1973 nor the Conduct of Employment Agencies and Employment Businesses Regulations 2003 nor any future successor thereto shall apply in any way to 360 Defence's contract with the Client and to whatever extent may be necessary this clause shall constitute an agreed "opt-out notice" under Regulation 32(9) thereof.

10.5. The Contract is subject to the Laws of England. If any dispute arises between the parties which cannot be settled by negotiation, they will in good faith seek to resolve it through mediation under the Model Mediation Procedure of the Centre for Effective Dispute Resolution (CEDR) in London. If not resolved by mediation within 30 days, or if one party will not participate in mediation, the dispute shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators (London). The arbitrator shall take account of either party's wilful refusal to participate in mediation in arriving at its decision and any award.

Signed for 360 Defence (UK) Ltd:

Name:

Role:

Date:

Signed for Client:

Name:

Role:

Date: