



FuturePaths

Standard Terms and Conditions of Service

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1. Definitions and Interpretation

1.1 In these Terms and Conditions:

- “FuturePaths” means FuturePaths Consultancy Ltd
- “Client” means the organisation purchasing Services
- “Services” means the professional consultancy, advisory, training or support services provided by FuturePaths
- “Deliverables” means any outputs expressly identified as deliverables in a Statement of Work
- “Background IP” means intellectual property owned or developed independently of the Services
- “Statement of Work” or “SoW” means any agreed scope, proposal, work order, purchase order or call-off contract
- “Agreement” means these Terms together with the applicable Statement of Work

2. Scope of Services

2.1 FuturePaths shall provide the Services as described in the applicable Statement of Work.

2.2 Services are provided on a professional services basis and do not constitute managed services unless expressly agreed in writing.

2.3 Any assumptions, dependencies or exclusions shall be documented in the Statement of Work.

3. Contract Formation and Order of Precedence

3.1 An Agreement is formed when the Client accepts a Statement of Work issued by FuturePaths.

3.2 Unless otherwise stated, the following order of precedence shall apply for non-framework engagements:

- (a) Statement of Work
- (b) These Terms and Conditions
- (c) Any proposal or supporting documentation

3.3 Client standard terms shall not apply unless expressly agreed in writing.

4. Acceptance of Terms

4.1 These Terms and Conditions apply to all Services provided by FuturePaths.

4.2 Acceptance of these Terms occurs when the Client:

- (a) signs a Statement of Work, call off contract or other document that references these Terms;
- (b) issues a purchase order for the Services; or
- (c) instructs or permits FuturePaths to commence delivery of the Services.

5. Framework and Precedence Clause

5.1 Where Services are provided under a public sector framework agreement, including but not limited to the Crown Commercial Service G Cloud framework, the terms of the applicable framework agreement and call off contract shall take precedence over these Terms and Conditions in the event of any conflict.

5.2 Nothing in these Terms is intended to override or conflict with mandatory framework terms.

6. Fees, Expenses and Payment

- 6.1 Fees shall be as set out in the applicable Statement of Work or call-off contract.
- 6.2 Unless otherwise agreed, invoices are payable within 30 days of the invoice date.
- 6.3 Travel and subsistence expenses shall only be chargeable where agreed in advance, charged at cost, and supported by receipts.
- 6.4 Expenses exceeding any agreed threshold shall require prior written approval.
- 6.5 Late payments may accrue interest in accordance with the Late Payment of Commercial Debts legislation, unless superseded by framework terms.

7. Client Responsibilities

- 7.1 The Client shall provide timely access to information, personnel and facilities reasonably required to deliver the Services.
- 7.2 FuturePaths shall not be responsible for delays or failures resulting from Client acts or omissions.

8. Governance and Reporting

- 8.1 The parties shall agree an appropriate governance and reporting cadence proportionate to the scope and duration of the Services.
- 8.2 Reporting will typically include regular progress updates, risks, issues and next steps.

9. Change Control

9.1 Either party may request changes to the Services in writing.

9.2 FuturePaths shall assess the impact of the requested change on scope, fees and delivery timelines and provide a written estimate.

9.3 No change shall take effect unless agreed in writing by both parties.

10. Personnel and Subcontracting

10.1 FuturePaths may use suitably qualified employees, associates or subcontractors to deliver the Services.

10.2 FuturePaths remains responsible for the performance of the Services.

10.3 The Client shall not solicit or employ FuturePaths personnel engaged on the Services during delivery or for six months thereafter without written consent.

11. Intellectual Property

11.1 Each party retains ownership of its Background IP.

11.2 Subject to full payment, Deliverables created specifically for the Client shall vest in the Client, unless otherwise agreed.

11.3 FuturePaths retains the right to reuse general knowledge, skills, experience and non-confidential materials developed during the Services.

12. Confidentiality

12.1 Each party shall keep confidential any information disclosed that is marked or reasonably understood to be confidential.

12.2 Confidentiality obligations shall survive termination of the Agreement.

13. Data Protection

13.1 Each party shall comply with applicable data protection legislation.

13.2 Where required, the parties shall enter into a separate data processing agreement or rely on framework data protection schedules.

14. Warranties and Remedies

14.1 FuturePaths warrants that the Services will be performed with reasonable skill and care by appropriately qualified personnel.

14.2 If the Services or Deliverables are materially non-conforming, FuturePaths shall, where reasonably practicable, re-perform the affected Services or correct the Deliverables within a reasonable time.

14.3 This clause sets out the Client's primary remedy for breach of warranty.

15. Liability

15.1 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

15.2 Subject to clause 14.1, liability shall be limited as set out in the applicable Statement of Work, call-off contract or framework agreement.

15.3 Neither party shall be liable for indirect or consequential loss, except where prohibited by law or framework terms.

16. Insurance

16.1 FuturePaths shall maintain appropriate insurance cover in relation to the Services.

16.2 Evidence of insurance shall be provided on reasonable request.

17. Termination

17.1 Either party may terminate the Agreement on written notice if the other commits a material breach that is not remedied within a reasonable period.

17.2 Either party may terminate immediately on written notice if the other becomes insolvent or unable to pay its debts.

17.3 FuturePaths may suspend or terminate Services for non-payment following reasonable written notice, until any undisputed overdue invoices have been paid in full.

17.4 Termination shall not affect accrued rights or obligations.

18. Force Majeure

18.1 Neither party shall be liable for failure to perform obligations due to events beyond reasonable control.

19. Notices

19.1 Notices shall be in writing and may be served by email or post to the addresses specified in the Statement of Work.

19.2 Notices by email shall be deemed received on the next business day.

20. Governing Law

20.1 This Agreement shall be governed by the laws of England and Wales, unless otherwise stated in an applicable framework or call-off contract.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties, subject always to clause 4 relating to framework precedence.

22. Advisory Nature of Services

22.1 The Services provided by FuturePaths are advisory and professional services in nature.

22.2 Except where expressly stated in a Statement of Work, the Services do not constitute legal, financial, regulatory, or compliance advice.

22.3 The Client remains responsible for decisions taken based on the Services and any Deliverables provided.

23. Publicity and Credentials

23.1 Subject to clause 12 (Confidentiality), FuturePaths may refer to the engagement in anonymised or non-attributable form for marketing, credential, or capability statement purposes.

23.2 No Client confidential information or identifiable details shall be disclosed without prior written consent.



FuturePaths

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