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CONSULTANCY TERMS AND CONDITIONS

Demystify Security Ltd

Please read these Terms and Conditions carefully. All contracts entered into by Demystify Security Ltd for the provision of consultancy services shall be governed by these Terms and Conditions.

1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

“Charges” means the amounts set out in the applicable rate card or otherwise agreed in writing.

“Client” means the organisation identified in the applicable Statement of Work.

“Client Materials” means all materials supplied by or on behalf of the Client for use in connection with the Services.

“Consultancy” means **Demystify Security Ltd**, a company incorporated in England and Wales (company number 08214539).

“Contract” means a contract formed under these Terms and Conditions and a Statement of Work.

“Deliverables” means the outputs specified in the applicable service description and Statement of Work.

“Effective Date” means the date stated in the Statement of Work.

“Intellectual Property Rights” means all intellectual property rights of any nature, whether registered or unregistered.

“Services” means the consultancy services described in the applicable service description and Statement of Work.

“Statement of Work” means a written statement of work agreed between the parties.

“Term” means the duration of the Contract in accordance with Clause 3.

“Terms and Conditions” means these terms together with the applicable Statement of Work.

“Third Party Materials” means materials included in the Deliverables which are owned by a third party.

2. G-Cloud Precedence

Where the Services are provided under the G-Cloud Framework, these Terms and Conditions shall be read subject to the G-Cloud Framework Agreement and the applicable G-Cloud Call-Off Contract.

In the event of any conflict, the **G-Cloud Call-Off Contract shall take precedence.**

3. Term

- 3.1 The Contract shall commence on the Effective Date.
 - 3.2 The Contract shall continue until the Services are completed, the Deliverables delivered, and all Charges paid, unless terminated earlier in accordance with Clause 11.
 - 3.3 Each Statement of Work forms a separate contract under these Terms and Conditions.
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4. Services

- 4.1 The Consultancy shall provide the Services in accordance with these Terms and Conditions.
 - 4.2 The Consultancy shall perform the Services with reasonable skill and care.
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5. Deliverables

- 5.1 The Consultancy shall deliver the Deliverables as agreed.
 - 5.2 The Client shall provide timely feedback and information reasonably required for delivery.
 - 5.3 The Consultancy shall use reasonable endeavours to meet agreed timescales.
 - 5.4 The Consultancy warrants that the Deliverables will not knowingly infringe third-party Intellectual Property Rights when used in accordance with the Contract.
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6. Intellectual Property

- 6.1 The Consultancy retains ownership of all Intellectual Property Rights in the Deliverables.
 - 6.2 The Consultancy grants the Client a **perpetual, royalty-free, non-exclusive licence** to use the Deliverables for internal business purposes, including Crown use, in accordance with the G-Cloud Call-Off Contract.
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7. Charges

- 7.1 The Client shall pay the Charges in accordance with the Contract.
 - 7.2 All Charges are exclusive of VAT, which shall be payable at the applicable rate.
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8. Payment

- 8.1 Invoices shall be issued as set out in the Statement of Work.
 - 8.2 Payment shall be due within **30 days** of invoice date.
 - 8.3 Late payments may accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
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9. Warranties

- 9.1 Each party warrants that it has authority to enter into the Contract.
 - 9.2 The Consultancy warrants it has the skills and experience necessary to perform the Services.
 - 9.3 All warranties are limited to those expressly stated in these Terms and Conditions.
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10. Confidentiality

Each party shall keep confidential all information disclosed in connection with the Contract and shall not disclose such information except as required by law or permitted under the G-Cloud Call-Off Contract.

This clause shall survive termination.

11. Data Protection

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

11.2 Where the Consultancy processes personal data on behalf of the Client, it shall act only on documented instructions, implement appropriate security measures, and notify the Client of any personal data breach without undue delay.

12. Limitation of Liability

12.1 Nothing in the Contract shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

12.2 Subject to Clause 12.1, the Consultancy's total aggregate liability shall not exceed **100% of the Charges paid or payable** under the relevant Statement of Work.

12.3 Neither party shall be liable for indirect or consequential loss, including loss of profit or business.

13. Termination

13.1 Either party may terminate the Contract on **30 days' written notice**.

13.2 Either party may terminate immediately for material breach or insolvency.

14. Effects of Termination

Termination shall not affect accrued rights and shall not affect clauses intended to survive, including confidentiality, intellectual property, data protection, liability, and governing law.

15. Status

The Consultancy is an independent contractor. Nothing in the Contract creates an employment relationship between the Client and any individual engaged by the Consultancy.

16. Subcontracting

16.1 The Consultancy may subcontract elements of the Services.

16.2 The Consultancy remains responsible for subcontracted obligations.

17. General

17.1 No waiver is effective unless in writing.

17.2 If any provision is unenforceable, the remainder shall continue.

17.3 Variations must be in writing.

17.4 The Contract constitutes the entire agreement.

17.5 English law governs the Contract and English courts have exclusive jurisdiction.