

Interpretation

In these conditions the following words and phrases have the following meanings:

- 1.1** "Conditions" means these Terms and Conditions together with any related Statement of Work and any other attachment hereto.
- 1.2** "Confidential Information" means data and any information (or copy or part thereof) relating to a party's proprietary, legal, business or technical matters, including but not limited to Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, customer details, marketing and product plans, software or information ascertainable by the inspection of analysis of samples, whether disclosed in writing, orally or by any other means to one party ("the Receiving party" by the other party ("the Disclosing party"), before or after the date of the Commencement Date. Confidential Information shall not include any information that (i) is known to or in the possession of the Receiving party prior to disclosure thereof by the Disclosing party without any obligation of confidentiality; (ii) is or becomes publicly known, otherwise than pursuant to a breach of these Conditions by the Receiving party; or (iii) is acquired or developed independently of the Disclosing party by the Receiving party.
- 1.3** "Contract" means any Statement of Work signed by the Customer's and Inform's duly authorised representatives subject to these Conditions.
- 1.4** "Consultancy Services" means project based professional services provided either on a time and materials or outcome basis.
- 1.5** "Commencement Date" means the (a) effective date stipulated in the Statement of Work is agreed and signed.
- 1.6** "Customer" the organisation concluding a Contract with Inform.
- 1.7** "Data Protection Legislation" means (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
- 1.8** "DPA" 2018 means Data Protection Act 2018.
- 1.9** "Delivery" means the date when the Services are delivered to the Customer or if the Customer refuses to take delivery of the Services, then the date that Inform advises the Customer that the Services are ready for delivery.
- 1.10** "Documentation" means all materials or products produced by Inform (however recorded) including designs, plans, instructions and descriptions, training material and assets to be supplied with the Services.
- 1.11** "Expenses" means any business-related costs incurred as part of the delivery of Inform consultancy typical expense costs relate to travel, accommodation and sustenance.
- 1.12** "Force Majeure" means any circumstances beyond the reasonable control of Inform, including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors.
- 1.13** "GDPR" means the General Data Protection Regulation (Regulations (EU) 2016/679).
- 1.14** "Inform" means Inform Limited, trading as The Inform Team (Company registration no 08393796) whose registered office address is 7 The Windmills, St Mary's Close, Alton, Hampshire, GU34 1EF
- 1.15** "Intellectual Property Rights (IPR)" means all right, title and interest in and to the Services (including any deliverables) and all copyright, patent, trademark, design rights (in each case whether registered or unregistered) and all documents, data, drawings, specifications, computer programs, source code, object code (Software), know how, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto.
- 1.16** "Invoice Charge" means the total amount payable by the Customer to Inform for the supply of Services and excluding delivery and freight costs, VAT and other taxes which shall be added at the relevant charge and excluding any discretionary or additional fees entitled to be charged in accordance with these Conditions.
- 1.17** "Personal Data" means any information relating to an identified or identifiable natural person. "Project Closedown Process" the process of system checking signed by Inform at the completion of any project.
- 1.18** "Pre-existing IPR" means all Intellectual Property Rights of Inform existing prior to the Commencement Date or which arise or are developed otherwise than as a direct result of providing the Services to the Customer.
- 1.19** "Services" means the services supplied by Inform to the Customer under a purchase order or Statement of Work.
- 1.20** "Standard Working Day" means a standard working day between Monday to Friday, (excluding any UK bank holidays) and between the hours of 09:00 to 17:30 allowing 1 hour for a lunch break.
- 1.21** "Statement of Work (SOW)" means a statement of work in place between the Parties under which Inform shall provide Services to the Customer.
- 1.22** "Workers" means an employee, agent, subcontractor or officer of Inform or a person contracted and provided by Inform to the Customer.
- 1.23** "Working Days" a day when banks in the City of London are open for business.

2 Delivery and acceptance

2.1 General

- 2.1.1** Inform shall supply to the Customer the Services specified in a Statement of Work upon the terms of these Conditions.
- 2.1.2** The provisions within a Statement of Work shall prevail over the provisions within the main body of these Conditions to the extent of any conflict between them. All applicable terms are set out in the Conditions to the exclusion of all other terms and conditions (including any terms or conditions which Inform or the Customer purports to apply under any purchase order, confirmation of order, specification or other document and including, to the extent permitted by applicable law, all implied terms and conditions).
- 2.1.3** Where Inform wishes to introduce a third party into the relationship, for example, for the provision of a specialist service, Inform will obtain the Customer's prior written consent, and where the third party terms are less favourable than those detailed within these Conditions, Inform will advise the Customer of those terms and an addendum to the main conditions will be created as agreed to by the parties provided that if the parties are unable to agree, the Customer may approach the third party directly.

- 2.1.4** Prices quoted are valid for the period specified in a Statement of Work. If unspecified, the price is valid for 30 days. Once the Statement of Work is executed by both parties, the pricing in such Statement of Work shall be fixed.
- 2.1.5** All delivery dates or period agreed or stated are approximately only. Inform will use reasonable endeavours to deliver within the agreed timeframe; however, delays caused by circumstances outside its control may extend delivery no more than 5 working days beyond the agreed date.
- 2.2 Services**
- 2.2.1** The provision of Inform consultancy services will be agreed and scheduled with the Customer subject to 2.1.5 above.
- 2.2.2** Once scheduled, the fees at clause 9 shall apply to any cancellation or alteration requested by the Customer.
- 2.2.3** Inform's consultancy services will be deemed accepted by the Customers once signed off using the Project Closedown process.
- 2.3 Warranties**
- 2.3.1** Inform represents and warrants that (i) all Services will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures, and conforming to any applicable occupational health and safety standards, (ii) the Services will be completed in accordance with applicable specifications and will be correct and appropriate for the purposes contemplated in this Contract and (iii) the performance of the Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Inform is bound or infringe or misappropriate any third party's Intellectual Property Rights.
- 2.3.2** Inform represents and warrants that:
- 2.3.2.1.** all Workers assigned to any projects pursuant to a Statement of Work have been subject to an industry standard background check or the equivalent including (A) verification of identity, employment history, and academic credentials, (B) check for criminal violations (for all counties for the last seven years) including crimes involving violent behaviour, drugs and crimes of dishonesty, and (C), to the extent permissible under applicable law, drug screening.
- 2.3.2.2.** Workers (A) with any record of violent behaviour, (B) who have been convicted of any felonies, (C) who have been convicted of misdemeanours involving illegal drugs, fraud or moral turpitude, (D) who fail to pass drug screening for illegal drugs or who pose a national security risk to any country in which such Worker may be assigned to provide Services will not be assigned to Customer.
- 2.3.2.3.** If Customer is dissatisfied with a particular Worker for failing to perform the Services in accordance with the policies, programs, and procedures of Customer and if Inform has failed to correct the individual or individuals' performance promptly following notice from Customer, then Customer, at its option and without prejudice to its other rights and remedies, has the right to demand the Inform to immediately remove such Worker, and Inform, at Customer's request, will remove such Worker on demand and furnish a replacement acceptable to Customer as soon as reasonably practicable.
- 2.3.3** If Inform provides any temporary contract workers, consultants, or similar temporary workers to supply the Services under a Statement of Work, Inform will, in addition to any general indemnification obligations set out in the Contract, indemnify Customer for and in respect of:
- 2.3.3.1.** any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) against Customer arising out of or in connection with the provision of the Services;
- 2.3.3.2.** any and all costs, expenses, payments, claims, penalties, fines or interest incurred or payable by Customer in connection with or in the consequence of Customer's failure to withhold or remit any liability, deduction, contribution, assessment or claim from any payments due to Inform, other than where the latter arose out of Customer's negligence or wilful default; and
- 2.3.3.3.** any and all costs, expenses, payments, claims, penalties, fines or interest incurred or payable by Customer in the event the Contract constitutes a contract of employment or any temporary contract workers, consultants, or similar temporary workers is determined to be an employee of Customer.
- 2.4 Customer Policies**
- 2.4.1** Inform will comply with Customer's Supplier Code of Conduct, Code of Business Conduct and Ethics, and any other applicable policies and procedures provided by Customer to Inform (and as may be updated by Customer from time-to-time) ("Customer policies"), the breach of which by Inform will be a material breach of the Contract.
- 2.5 Training and Compliance by Relevant Workers**
- 2.5.1** Inform will ensure that any Worker that has access to any Customer systems, data, Customer protected data, or Customer Personal Data:
- 2.5.1.1.** undergo all training required by Customer (as may be supplemented and updated by Customer from time-to-time), including courses or other training relating to compliance, data protection, and security awareness; and
- 2.5.1.2.** certify, in a form reasonably acceptable to Customer, completion of any such training (as set out in (2.5.1.1) above) and acknowledge receipt of, and agreement to, comply with all Customer policies (as provided pursuant to clause 2.4 above).
- 3 Price and Payment**
- 3.1** Price lists do not constitute an offer by Inform to the Customer.
- 3.2** Inform reserves the right to increase or vary price lists from time to time, or in accordance with any increase or variance in its own costs, including, but not limited to, labour, services or transport.
- 3.3** Inform reserves the right to issue invoices based on:
- 3.3.1** A percentage of project value on commencement and at agreed points during the project
- 3.3.2** End of week in arrears; or
- 3.3.3** End of month in arrears; or
- 3.3.4** End of project in arrears; or
- 3.3.5** On achievement of defined milestones
- 3.4** Payment is due strictly within thirty (30) days from the date of receipt of invoice.
- 3.5** If payment is not received within thirty (30) days from the date of receipt of invoice, Inform reserve the right to:
- 3.5.1** Suspend work after sixty (60) days from the date of receipt of invoice. The customer recognises this may impact timelines, commitments and resource available for any restart.

- 3.5.2** Claim interest at the rate applicable at the time and commercial debt recovery costs in accordance with late payment legislation, including the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time and:
- 3.6** Prices are subject to VAT at the rate prevailing at the time of the invoice.
- 4 Working hours**
- 4.1** Inform shall undertake the Services during standard working days
- 4.2** All Services provided during the standard working day shall be charged at Inform's standard charging rate as outlined in the Statement of Work.
- 4.3** Out-of-hours work must be pre-approved and shall attract an uplift as follows:
- 4.3.1** Weekday – 1 time standard / agreed rate
- 4.3.2** Saturday – 1.5 times standard / agreed rate
- 4.3.3** Sunday or Bank Holiday – 2.0 times standard / agreed rate
- 5 Intellectual Property Rights (IPR)**
- 5.1** All Inform pre-existing IPR will vest in and remain absolutely the property of Inform and nothing in these conditions shall confer any rights on the Customer in respect of such Inform pre-existing IPR.
- 5.2** All Customer pre-existing IPR will vest in and remain absolutely the property of Customer and nothing in these conditions shall confer any rights on Inform in respect of such Customer pre-existing IPR. Any and all of the IPR developed specifically for the Customer shall be and shall remain the sole property of the Customer and Inform shall not at any time dispute such ownership. The terms and obligations imposed by this Clause 5 shall survive the expiry or termination of the Contract for any reason.
- 6 Customer obligations**
- 6.1** The Customer shall:
- 6.1.1** Co-operate with Inform in all matters relating to the Services and assign a point of contact, who shall have the authority to contractually bind the Customer on matters relating to the Service.
- 6.1.2** Provision any dependencies specified in a Statement of Work in a timely manner. These may include access to the Customer's premises, people, equipment, data and information.
- 6.1.3** Ensure that any such data and information is accurate in all material respects; and
- 6.1.4** Be responsible for preparing the relevant premises for the supply of the Services.
- 6.1.5** Comply with any pre-requisite obligations specified by Inform in any Statement of Work, or subsequent specification which may only come to light after acceptance of the Statement of Work.
- 6.2** To the extent Inform's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, Inform shall be entitled, subject to clause 11, to claim from the Customer all reasonable costs or charges incurred by it as result of act or omission, subject to Inform confirming such costs, charges and losses to the Customer in writing.
- 6.3** If the Customer wishes to change the scope of the Services, it shall submit details of the requested change to Inform in writing.
- 6.4** If the Customer or Inform requests a change to the scope of the scope or execution of the Services, Inform shall, within a reasonable time, provide a written estimate to the Customer of:
- 6.4.1** The likely time to implement the change.
- 6.4.2** Any variations to Inform's charges arising from the change.
- 6.4.3** The likely effect of the change on the Service or Statement of Work.
- 6.4.4** Any other impact of the change on the terms of the Contract, including but not limited to dependencies, resourcing and third party commitments.
- 6.5** If the Customer wishes Inform to proceed with the change, Inform has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the scope of works and any other relevant terms of the Contract to take account of the change.
- 6.6** If Inform requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 7 Confidentiality**
- 7.1** Neither party may use or disclose the other party's confidential information or such information reasonably obvious to be confidential, except solely in the performance of its own obligations or rights provided under these terms or as provided in clause 7.2
- 7.2** Either party may disclose the Confidential Information of the other if:
- 7.2.1** Required to do so by law or any regulatory authority provided that where lawful that party promptly notifies the disclosing party of such requirement and co-operates with the disclosing party regarding the manner, scope or timing of such disclosure or any action that the disclosing party may take to challenge the validity of any such requirement; and
- 7.2.2** any other person whose duties reasonably require such disclosure for the performance of the Contract on the strict condition that each such person to whom such disclosure is made is informed of the obligation of confidentiality under these conditions and complies with those obligations as if they were bound by them.
- 7.3** Inform is not entitled to use the Customer's name for any marketing purposes without the Customer consent prior written consent.
- 8 Non-solicitation**
- 8.1** During the term of the Contract and for a period of (a) six (6) months after its expiry or termination or (b) if later, the last day of provision of the Services, the Customer undertakes that it will not, without Inform's prior written consent directly or indirectly solicit or offer employment or engagement to any worker who at the time of such action or during a period of twelve (12) months immediately preceding such action was directly involved in the provision of Services to the Customer.
- 9 Cancellations**
- 9.1** If the Customer wishes to cancel a Statement of Work or any part of it for convenience ten (10) or less working days before the specified delivery date, Inform reserves the right to charge a cancellation fee of 100% for the services due to be delivered within this period.
- 9.1.1** A Statement of Work will only be deemed to be cancelled where Inform receives written notice of such cancellation detailing those parts of the Statement of Work to be cancelled. This must be directed to the Customers point of contact within Inform and copied to hello@theinformteam.com.
- 9.1.2** The parties agree that the cancellation fees stated in this clause 9 are a genuine estimate of the losses that Inform will incur in the event of a cancellation by the Customer.

10 Freedom of Information (FOI)

10.1 These conditions are entirely without prejudice to the obligations of the Customer under the provisions of the Freedom of Information Act 2000 (including any subordinate legislation made under such Act and any Codes of Practice and/or Guidance issued by the Information Commissioner or any relevant Government Department). ("the Act") and any disclosure of Confidential Information by the Customer pursuant to an obligation under the Act shall not be a breach of these conditions.

11 Limitation of liability – Inform

11.1 The following provisions set out the entire financial liability of Inform (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

11.1.1 Any breach of the Contract howsoever arising;

11.1.2 Any use made by the Customer of the Services, the Documentation or any part of them; and

11.1.3 Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes the liability of Inform:

11.3.1 for death or personal injury caused by Inform's negligence;

11.3.2 for fraud or fraudulent misrepresentation;

11.3.3 for any other matter for which it would be illegal to try to exclude liability for.

11.4 Subject to clause 9, Inform shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:-

11.4.1 loss of business; or

11.4.2 depletion of goodwill or similar losses; or

11.4.3 loss of anticipated savings; or

11.4.4 loss of goods; or

11.4.5 loss of contract; or

11.4.6 loss of use; or

11.4.7 loss or corruption of data of information; or

11.4.8 any special or pure economic loss, costs, damages, charges or expenses.

11.5 Inform's total liability in contract (but not in respect of any indemnities), tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to:

11.5.1 Two times the price actually paid by the Customer for the Services in any one (1) year; or

11.5.2 £50,000 Whichever is greater.

12 Limitation of liability – Customer

12.1 The Customer liability in contract (but not in respect of any indemnities), tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation, restitution or otherwise arising in connection with the Contract shall be limited to:

12.1.1 £50,000; or

12.1.2 the total Invoice Charge in respect of the Contract plus VAT

12.2 whichever is the lesser.

12.3 Customer shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:-

12.3.1 loss of business; or

12.3.2 depletion of goodwill or similar losses; or

12.3.3 loss of anticipated savings; or

12.3.4 loss of goods; or

12.3.5 loss of contract; or

12.3.6 loss of use; or

12.3.7 loss or corruption of data of information; or

12.3.8 any special or pure economic loss, costs, damages, charges or expenses.

13 Data Protection Legislation

13.1 In circumstances where Inform obtains, uses or is required to disclose Personal Data about the Customer in order that Inform may discharge the Services agreed between the parties and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal compliance then Inform agrees to comply with the requirements of the Data Protection Legislation in its entirety including but not limited to technical and organisational security measures, confidentiality, access requests and breach notification. The Customer has the right under Data Protection Legislation, to the data Inform will hold. If Inform processes Personal Data on behalf of the Customer, Inform shall enter into a suitable data processing agreement, if requested by the Customer.

14 Termination

14.1 Either Party may terminate the Contract immediately by serving the breaching party with a written notice if:

14.1.1 The breaching party commits any material breach of these conditions which is capable of remedy is not remedied within twenty-one (21) days of the non-breaching party providing the breaching party with a written notice specifying the breach and requiring its immediate remedy; or

14.1.2 A resolution is passed or a petition presented or an order made for winding up of the breaching party (except for the purpose of a bona fide reconstruction or amalgamation) or if an application is made for the appointment of an administrator or the breaching party becomes subject to an administration order or a receiver is appointed over its property or assets, or it comes insolvent or would be taken s insolvent under Section 123 of the Insolvency Act 1986 or is dissolved or otherwise threatens or ceases to carry on business.

14.2 On termination of the Contract for any reason each party shall return or delete any of the other party's Confidential Information and provide the other party with a written notice certifying compliance with sub-clause 7.2.

15 Discrimination

- 15.1** Both Parties shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.
- 16** **Force Majeure**
- 16.1** Neither party will be in breach of these conditions or otherwise liable to the other party for any delay in the performance or any non-performance of any obligations under the Contract (and time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure.
- 16.2** If a Force Majeure event prevents a Party from performing its obligations under this Contract for more than thirty (30) consecutive days, either Party may terminate this Contract with immediate effect by written notice.
- 17** **Compliance with relevant requirements**
- 17.1** Inform and the Customer shall:
- 17.1.1** comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 17.1.2** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 17.1.3** have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements will enforce them where appropriate;
- 17.1.4** provide such supporting evidence of compliance as the other party may reasonably request.
- 17.2** Breach of this clause 17 shall be deemed a material breach.
- 17.3** For the purpose of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively.
- 18** **General**
- 18.1** These Conditions set out the entire agreement and understanding between the parties in connection with its subject matter. In particular, each party acknowledges that these conditions supersedes any previous agreement between the parties and represents the entire understanding between the parties and each party acknowledges and agrees that it has not entered into the Contract in reliance upon any representations, agreement, statements, replies to specific enquires made or alleged to have been made by the other party at any time provided that nothing in these conditions shall affect the liability of either party in respect of any misrepresentation warranty or condition that it makes fraudulently.
- 18.2** These Conditions may not be amended modified varied or supplemented except by written agreement signed by or on behalf of both parties.
- 18.3** Failure by either party to exercise or enforce any rights or the giving of any forbearance delay or indulgence will not be construed as a waiver of its rights under the Contract or otherwise.
- 18.4** If any part of these conditions shall be found to be unlawful, void or voidable it shall be severed from the Contract and shall not affect the validity or enforceability of the remainder of these conditions.
- 18.5** Each party shall ensure that in the performance of its obligations under the Contract it will at all times comply with the Data Protection Legislation.
- 18.6** These conditions insofar as they have not been performed at or are capable of taking effect after shall remain in full force and effect notwithstanding Termination.
- 18.7** Notices under these conditions shall be in writing and delivered personally or sent by first class pre-paid recorded delivery to the other party's registered office address or such other address as a party may from time to time specify.
- 18.8** Notices sent in accordance with this clause shall be deemed to be delivered forty-eight (48) hours (excluding Saturdays, Sundays and public holidays) after posting.
- 18.9** Nothing in these conditions shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 19** **Expenses**
- 19.1** Expenses are rechargeable where onsite presence is required, as detailed in the Statement of Work.
- 20** **Applicable Law**
- 20.1** These Conditions shall be governed by and construed in accordance with English law and each party to these Conditions submit to the exclusive jurisdiction of the English courts.