



Your Trusted Cyber Security Partner

G-Cloud 15 – Terms & Conditions

**Cyber Security, Security Architecture, Cloud
Consulting & Assurance Services**

v1.0

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1. About Cyber Security Specialists

Cyber Security Specialists provide Cyber Security services across a wide range of markets, from multi-national Corporate Organisations and Government Agencies, through to smaller Businesses that want to develop strong security strategies to support their Business growth.

We pride ourselves in providing expert, pragmatic and cost-effective Security Consultancy & Managed Security services. Our team of Cyber Security Specialists enables us to deliver a bespoke range of services including:

- CREST Penetration Testing
- Threat Led Penetration Testing & Red Teaming
- Cyber Security Maturity Audits
- Cloud Security Design
- Cloud Security Auditing
- Security Architecture & Secure by Design
- DevSecOps & Secure Engineering
- AI Security Consultancy
- Governance, Risk & Compliance
- Data Protection & GDPR Consultancy
- Cyber Essentials Plus certification
- ISO 27001 certification



More information can be found by visiting <https://www.cybersecurityspecialists.co.uk>.

2. Contract for the Provision of Services

This Agreement is made on the [] day of [] 20[] between:

- A) **Cyber Security Specialists Limited**, a company registered in England and Wales with number 5896325, whose registered office is at Suite 1, Unit 10, Altrincham Business Park, Altrincham, Manchester, WA14 5GL (the 'Company') and
- B) [] (the 'Purchaser') whose registered address is [] (company registered in [] with number [], where applicable)

Whereas

The Purchaser has requested the Company to provide professional services set out at Schedule A (hereinafter called 'Services'), which the Company has agreed to do upon and subject to the terms, conditions and schedules of this Agreement and its amendments.

It is hereby agreed and declared by and between the parties:

1. General

1.1. This Agreement is an enabling agreement setting out the terms and conditions under which the Company may provide Services to the Purchaser from time to time. Further detail of the Services will be specified in individual orders (the "Service Orders") which when signed by the Company and Purchaser shall form part of this Agreement and shall be incorporated by amendment to Schedule A. Nothing in this Agreement shall oblige the Purchaser to place Service Orders with the Company or for the Company to accept the offer of a Service Order from the Purchaser.

1.2. In this Agreement the following words have the following meanings unless inconsistent with the context:

Business Day means a day other than a Saturday, Sunday or a Bank Holiday in England;

Consultant means a person or the persons specified in Schedule A to provide the Services on behalf of the Company, or such other person as may be agreed between the Parties from time to time;

Defective Works Notice means a notice sent by the Purchaser to the Company in accordance with Clause 3.1.6 notifying the Company that its Output is defective and not in accordance with the agreed Services;

Facilities means the Site along with equipment (electronic, telephonic or otherwise) made available to the Company and its Consultants in the provision of the Services;

Fees means the charge for the Service as set out in Schedule A;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trademarks, trade names, design right, get-up, database right, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which a Party or its supplier are or may be entitled and (vi) wherever existing;

Inventions means any invention, idea, discovery, development, improvement or innovation, whether protected or not and in any medium, made by the Company in the provision of the Services;

Materials means any materials, hard copy documents, hardware documents, operating manuals, instructions, notes and data in relation to the Services;

Project means the project or task defined in Schedule A;

Output means all materials in whatever form, including but not limited to hard copy and electronic form, prepared or produced by the Company in providing the Services;

Services means the services to be performed as set out in Schedule A;

Site means the premises as specified in Schedule A, or if unspecified any premises where Services are to be performed;

Sub-Contractor means any sub-contractor of the Company providing the Services under Clause 12 and as specified in Schedule A or agreed from time to time between the Parties;

Substitute means a replacement Consultant or Sub-Contractor appointed to act by the Company under Clause 3.3.8;

Systems means any IT hardware and software owned or operated by the Purchaser;

VAT means value added tax as defined in the Value Added Tax Act 1994 and any similar tax from time to time.

1.3. The index and headings to the Clauses and Schedules of this Agreement are for convenience only and shall not affect its construction or interpretation.

1.4. References to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments or orders made pursuant to it, whether replaced before or after the date of this Agreement.

1.5. Any reference in this Agreement to a Clause or Schedule is a reference to a Clause or Schedule of this Agreement and references in any Schedule to paragraphs relate to the paragraphs in that Schedule.

1.6. In this Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.

2. Duration

2.1. This Agreement shall come into force on the date of signature by both Parties. It shall continue in force indefinitely until terminated in accordance with the provisions described in the Agreement.

3. Undertakings and Warranties

3.1. The Purchaser undertakes as follows:

3.1.1. To pay the Fees for the duration of this Agreement;

3.1.2. On termination of the Agreement, to deliver up to the Company all Materials belonging to the Company in its possession, unless otherwise agreed in writing by the Parties;

- 3.1.3. To the extent reasonably required, to enable the Company to perform the Services efficiently, allow the access to its Systems, Facilities, personnel and/or Site;
 - 3.1.4. To comply with any relevant statutes and bye-laws relating to health and safety of personnel and maintain appropriate insurance;
 - 3.1.5. To agree any reasonable request from the Company for an extension of any date or period, if it appears to the Company that for reasons that were not apparent on the commencement of the Services that an extension of time would be required in order to complete the Services, but so that there is no obligation on the Company to provide any work other than that already included in the Services;
 - 3.1.6. To notify the Company immediately upon it becoming apparent, but in all cases within 5 Business Days, by way of a Defective Works Notice of any failure by the Company to perform the Services to the agreed standard;
 - 3.1.7. To notify the Company immediately upon it becoming apparent, but in all cases within 5 Business Days, of any actual or perceived breach of the Services; and
 - 3.1.8. Not to install or permit to be installed any software (whether or not licensed to it) on any computer belonging to the Company without its prior written consent.
- 3.2. The Purchaser warrants that it has full power and authority to enter into and perform this Agreement.
- 3.3. The Company undertakes as follows:
- 3.3.1. To use reasonable care, skill and attention in the provision of the Services subject to the reasonable instructions of the Purchaser and as long as the Services are within the range of services ordinarily provided by the Company and subject to there being no commercial, regulatory or legal reason for not providing the Services;
 - 3.3.2. To provide the Services using its own equipment, as far as possible, and upon termination of this Agreement deliver up to the Purchaser any equipment belonging to the Purchaser in its possession;
 - 3.3.3. At all times to act honestly and properly in accordance with the usual standards expected of a professional service provider;

- 3.3.4. Without charge to correct any defective works carried out by it within 10 Business Days of receiving a Defective Works Notice under the terms of this Agreement and being agreed by the Company as defective;
- 3.3.5. To be exclusively responsible for the remuneration of any Consultant and Sub-Contractor engaged in the performance of the Services and for the payment of all statutory contributions in respect of earning related insurance and income tax for each Consultant and Sub-Contractor;
- 3.3.6. To keep all appropriate records of whatever nature relating to the performance of this Agreement and make either the original or copy record available to the Purchaser on receipt of reasonable request and notice, it being acknowledged and accepted that the originals of such records remain at all times the property of the Company;
- 3.3.7. To use reasonable endeavours to ensure that the provision of the Services does not infringe any third party's Intellectual Property Rights and, subject to the limits and requirements within this Agreement, to indemnify and keep indemnified the Purchaser against any such infringement that may occur;
- 3.3.8. If a Consultant or Sub-Contractor is unable to provide the Services due to illness, injury or absence the Company will notify the Purchaser as soon as reasonably practicable and provide a suitably qualified and skilled Substitute;
- 3.3.9. Not to perform any act likely to prejudice the operation of the Purchaser's Systems and not to install on the Purchaser's computer equipment any software or electronic files that are not authorised in advance by the Purchaser, unless expressly required to be used by the Company in the performance of the Services; and
- 3.3.10. Not to use any Facilities provided to it by the Purchaser for any purpose other than that which has been authorised in advance by the Purchaser, unless expressly required to be used by the Company in the performance of the Services.

3.4. The Company warrants that it has full power and authority to enter into and perform this Agreement.

4. Fees, Expenses and Payments

- 4.1. The Purchaser shall pay all Fees and reasonably incurred expenses as specified in Schedule A.
- 4.2. The Company will submit an invoice in respect of the Services monthly in arrears.

- 4.3. Fees and expenses correctly invoiced for are due for payment 30 days from the invoice date.
- 4.4. Fees and expenses are exclusive of VAT and the Services will be standard rated for VAT. VAT where applicable, is payable at the prevailing rate and the Purchaser agrees to pay such VAT as applies.
- 4.5. In the event that the Purchaser disputes part or all of an invoice, the Purchaser agrees to pay the undisputed part in accordance with this Clause 4. Disputed invoices or parts thereof will be subject to the agreed dispute resolution procedure, detailed in Clause 22, and due for payment within 5 Business Days of agreement being reached.
- 4.6. Should the Company need to resort to enforcement as a result of non-payment of Fees, the Company will charge any reasonable expenses it has incurred associated with such collection including, but without limitation, legal costs, court fees and collection agency fees.
- 4.7. Where sums due are not paid in full by the due date, the Company may, without limiting its other rights, charge interest on a daily basis on such sums from the due date up to and including the date of payment whether before or after judgement at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 a year above the base rate of the Bank of England from time to time in force.
- 4.8. The Purchaser shall provide sufficient information to the Company to allow it to submit its invoices to the proper authority within the Purchaser for payment.

5. Confidentiality

- 5.1. Neither Party will, without the other's prior written consent, disclose:
- 5.1.1. The terms of this Agreement;
 - 5.1.2. Any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other Party which the receiving Party should reasonably consider to be confidential or has been identified by the other Party as such; or
 - 5.1.3. Any information developed by either Party in performing its obligations under, or otherwise pursuant to this Agreement.
- 5.2. Neither Party will use the other's Confidential Information except to perform this Agreement.

- 5.3. Either Party may disclose to its officers, employees, professional advisors and consultants who have a need to know the same on condition that the Party disclosing is responsible for compliance with the obligations of confidence hereunder.
- 5.4. Confidential Information does not include information which:
- 5.4.1. Is or becomes public other than by breach of this Agreement;
 - 5.4.2. Was known to the other Party before this Agreement without breach of confidence;
 - 5.4.3. Is independently developed by or becomes available to the other Party,
 - 5.4.4. Is required to be disclosed by law or regulatory authority; or
 - 5.4.5. Is received from a third party which has received it without restriction.
- 5.5. Confidential Information may not be copied, unless for the express operation of this Agreement.
- 5.6. On termination of this Agreement all Confidential Information relating to or supplied by a Party and which is or should be in the other's possession will be returned by the other or destroyed.
- 5.7. Neither Party may discuss with any person employed or engaged by the other or its agents, in relation to the performance of this Agreement, the terms of its engagement and will take all steps to ensure that this provision is observed by its own employees, representatives and agents.
- 5.8. This Clause 5 will remain in force for a period of 7 years from termination of this Agreement.

6. Intellectual Property Rights

- 6.1. Ownership of the Intellectual Property Rights in the Output produced by the Company in performing the Services shall belong to the Company.
- 6.2. Ownership of existing Intellectual Property Rights in the method, technique, know-how and any software manuals, notes and instructions designed by the Company or utilised by it in connection with the provision of the Services, other than software owned by the Purchaser shall belong to the Company save to the extent that ownership of such Intellectual Property Rights belongs to any third party.

- 6.3. Any Materials provided to the Company by the Purchaser for the purposes of this Agreement may be subject to Intellectual Property Rights, held either by the Purchaser or a third party. In such cases, the Purchaser guarantees that it has the right to transfer use of the third party Intellectual Property Rights to the Company via licence or any other mechanism, for the provision of the Services.
- 6.4. In the event of any action for infringement or other proceedings being taken against the Company in respect of any material supplied or produced by the Purchaser in accordance with this Agreement, the Purchaser shall fully indemnify the Company against all costs, damages, charges and expenses whatsoever arising there from which accrue to the Company. The Company shall notify the Purchaser promptly of any such action or proceedings and shall afford the Purchaser sole conduct and control of the defence thereof.

7. Liability

- 7.1. To the maximum extent permitted by law, the Company's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any theory of liability shall not exceed 20% of the sums actually paid by and/or due from the Purchaser in the 12-month period prior to a claim being made.
- 7.2. To the maximum extent permitted by law, the Company shall not have any liability to the Purchaser for any lost profits, loss of use, costs of procurement of substitute services or any indirect, special, incidental, punitive or consequential damages, however caused, whether in contract, tort or under any theory of liability, and whether or not that the Company has been advised of the possibility of such damage.
- 7.3. To the maximum extent permitted by law, any implied terms and warranties are excluded.
- 7.4. Except for actions for breach of a Party's Intellectual Property Rights or confidentiality, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two years after the cause of action accrued.

7.5. Each Party will indemnify and hold harmless the other Party from and against any and all claims, demands, proceedings and judgements made against such other Party (and any costs and expenses incurred by such other Party with the prior approval of the indemnifying Party in connection therewith) in respect of any infringement or alleged infringement by the other Party of any IPR of a third party arising directly or indirectly out of the use by such other party in accordance with the terms of this Agreement or any information or data (including without limitation Proprietary Information) or IPR provided or licensed hereunder to such other Party by the indemnifying Party. The foregoing indemnity shall only apply if:

7.5.1. the other Party informs the indemnifying Party promptly of any such claim, demand, proceeding or judgement which has come to the notice of the other Party and refrains from taking any action in respect of such claim, demand, proceeding or judgement without the prior written approval of the indemnifying Party; and

7.5.2. the other Party places the entire direction and control of any claim, demand, proceeding or judgement in the hands of the indemnifying Party and fully cooperates with the indemnifying Party in the defence or settlement thereof; and

7.5.3. the aforesaid information or data is used only in the manner and for the purposes reasonably to be inferred from this Agreement.

7.6. Nothing in this Agreement shall take effect to exclude or limit either party's liability in respect of death or personal injury caused by that party's negligence or for fraud.

8. Force Majeure

8.1. Force Majeure is an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under the terms of this Agreement. Inability to pay is not Force Majeure.

8.2. A Party will not be liable if delayed in or prevented from performing its obligations under this agreement due to Force Majeure, provided that it: a) promptly notifies the other of the Force Majeure event; and b) uses reasonable endeavours to minimise the effects of that event.

8.3. If, due to Force Majeure, the Company: a) is, or is likely to be, unable to perform a material obligation, or b) is, or is likely to be, delayed in or prevented from performing its obligations for a continuous period of more than 90 days, the Company may terminate this Agreement by writing to the Purchaser and citing this Clause.

9. Insurance

- 9.1. The Company will, during the term of this Agreement hold and maintain appropriate insurance policies.
- 9.2. The Company will on request from the Purchaser provide the Purchaser with evidence of insurance.

10. Termination

- 10.1. The Company may terminate this Agreement:
- upon giving the Purchaser not less than 1 months' notice, or
 - immediately on notice if the Purchaser becomes insolvent within the meaning of the Insolvency Act 1986 or any amendment thereto, or has a winding up order made against it, or passes a resolution to wind up, or enters in to any arrangement with its creditors, or passes a resolution to cease trading or actually ceases trading, or
 - immediately if the Purchaser is in material breach of any of the terms of this Agreement and either breach is incapable of remedy or the Purchaser has failed to remedy the breach within 5 Business Days of a written request to do so.
- 10.2. Failure by the Purchaser to make payment in accordance with Clause 4 will be regarded as a material breach that is capable of remedy.

11. Non-Solicitation

- 11.1. Without the prior written consent of the Company, the Purchaser will not, during the term of this Agreement and for a period of 6 months from expiry or termination of this Agreement, directly or indirectly:
- employ (other than by way of a genuine response to a recruitment advertisement) any employee of the Company; or
 - enter into an agreement for the provision of services, either on a self-employed basis or through a limited company set up for the purpose, with any person who has, during the previous 6 months, been an employee or sub-contractor to the Company and engaged in this Agreement.
- 11.2. If the Purchaser breaches this Clause 11, it will pay to the Company a referral fee equal to 6 months gross payment offered or contracted under the new contract between the Purchaser and the person concerned. The Parties acknowledge that this represents a genuine pre-estimate of the loss likely to be suffered through breach of this Clause 11.

- 11.3. Each of the covenants contained within Clause 11 is separate and several. If the periods stated in this clause are held by a court or tribunal of competent jurisdiction to be void or unenforceable but would be valid and enforceable if certain words were deleted or the length of the period reduced, such provisions will apply with such modification as required to make them valid and enforceable.

12. Assignment and Sub-Contracting

- 12.1. The Company may without the Purchaser's explicit consent, assign or subcontract any right or obligation under this Agreement, in whole or in part where it does not materially affect the Services.

13. Relationship

- 13.1. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided in this Agreement.

14. Third Party Rights

- 14.1. This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

15. Costs

- 15.1. Each Party is responsible for its legal and other costs in relation to this Agreement.

16. Survivorship

- 16.1. To the extent that any clause is intended to have effect following termination of this Agreement, such clause shall survive and continue in effect notwithstanding termination.
- 16.2. Termination of this Agreement, for any reason, will not affect the accrued rights and obligations of the Parties as at the date of termination, including the right to recover damages against the other or remit payment for sums incurred prior to the date of termination.

17. Variation

- 17.1. Variations to this Agreement will only have effect when agreed in writing by the Parties' authorised representatives.

18. Severability

- 18.1. The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

19. Waiver

- 19.1. Unless otherwise agreed, no delay, act, omission or partial exercise by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 19.2. Consent by a Party, where required, will not prejudice its future right to withhold similar consent.

20. Counterparts

- 20.1. This Agreement may be signed in any number of separate counterparts. Each, when executed and delivered by a Party, will be an original and all counterparts will constitute one instrument.

21. Entire Agreement

- 21.1. This Agreement is the entire agreement between the Parties in relation to its subject. No other terms apply.
- 21.2. Neither Party have made any representations or warranties concerning and shall have no liability due to reliance on, any information supplied by either Party except for where it is contained in this Agreement.
- 21.3. Nothing in this Agreement is capable of excluding or limiting liability arising from a fraudulent misrepresentation.

22. Dispute Resolution

- 22.1. If any dispute arises out of this Agreement the Parties will attempt to settle it by negotiation. In the event of any dispute, difference or question of interpretation arising between the Parties, neither shall take recourse to any other resolution (whether by reference to mediation as set out in this Clause 22, or by litigation), until the escalation procedure has been fully exercised.
- 22.2. If the Parties are unable to settle any dispute through negotiation and escalation within twenty-one (21) business days, the Parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure (the model procedure).

- 22.3. To initiate a mediation, a Party by its authorised representatives must give notice in writing (ADR notice) to the other Party (addressed to its authorised representatives) requesting a mediation in accordance with this Clause 22. A copy of the request should be sent to CEDR.
- 22.4. If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the Parties cannot agree within fourteen (14) days from the date of the ADR notice, CEDR will, at the request of any party, decide that point for the parties, having consulted with them.
- 22.5. The mediation will start not later than twenty-eight (28) business days after the date of the ADR notice.
- 22.6. Any Party, which commences court proceedings or arbitration, must institute mediation or serve an ADR notice on the other Party to the court proceedings or arbitration within twenty-one (21) business days.
- 22.7. No Party may commence any court proceeding or arbitration in relation to any dispute arising out of the contract until they have attempted to settle it by mediation and that mediation has terminated.
- 22.8. Disputes, differences or questions of interpretation shall, subject to the foregoing provisions of this Clause 22, be subject to the exclusive jurisdiction of the English courts.

23. Governing Law and Jurisdiction

- 23.1. The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed in duplicate, one for each party

	The 'Company'	The 'Purchaser'
Signature		
Name		
Position		
Date		

3. Schedule A – Service Order

Cyber Security Services Limited Service Order Number:

A.1. Scope of Services

[Describe the scope of the services to be provided]

A.2. Personnel

[List the employees and sub-contractor personnel to be supplied to the Purchaser]

A.3. Fees

[For Time and Materials engagements, list the relevant daily rates and total limit of liability]

[For Fixed Price engagements, list the fixed price together with the acceptance criteria agreed with the Purchaser]

[State the Expenses Policy agreed for this service order]

