

PTS

Terms and Conditions

NAME OF CLIENT

1 CONTRACT DETAILS

This contract is dated

1.1 Contract Information

Contract No:	
Customer:	
Customer's address:	
Customer's representative:	Name: Title: Email: Telephone:
Supplier:	PTS CONSULTING (UK) LIMITED (Company Number 04748207)
Supplier's address:	16-18 Middlesex Street, London, E1 2EX
Supplier's VAT number:	GB 830 9541 30
Supplier's representative:	Name: Title: Email: Telephone:
Services Start Date:	The date the Contract is entered into by the parties.
Services:	Detailed in Schedule 1.
Charges:	The charges for the Services set out in Schedule 1.
Schedules:	Schedule 1: Services & Charges Schedule 2: Data Protection Schedule 3: Mandatory Policies (if applicable)

1.1.1 This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.
- (c) The Schedules specified in the Contract Details.

1.1.2 If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2 TERMS AND CONDITIONS

2.1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

Definitions.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: has the meaning given in Clause 2.6.

Charges: the sums payable for the Services, as set out in Schedule 1.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 1.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to Clause 2.5.1(d).

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including,

without limitation, the privacy of electronic communications).

Deliverables: any output of the Services to be provided by the Supplier to the Customer as specified in Schedule 1 and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestones: a date by which a part of the Services is to be completed, as set out in Schedule 1.

Services: the services as set out in Schedule 1, including services which are incidental or ancillary to such services.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Services including any such items specified in Schedule 1 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK (including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

VAT: value added tax chargeable in the UK.

Work Product: all deliverables and all other reports, documents, materials, techniques, ideas,

	concepts, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, data, information and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, collected, developed or made by the Supplier (or any of its sub-contractors) in connection with the Services or which relate in any manner to the Services by the Supplier (or any of its sub-contractors) for the Customer, including any and all Intellectual Property Rights therein.		successors and permitted assigns and references to any party shall include that party's personal representatives, successors and permitted assigns.
2.1.1	Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.	2.1.7	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
2.1.2	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).	2.1.8	A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
2.1.3	The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.	2.1.9	A reference to writing or written includes fax and email.
2.1.4	A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.	2.1.10	Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
2.1.5	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	2.1.11	A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
2.1.6	This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives,	2.1.12	References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2.2 COMMENCEMENT AND DURATION

- 2.2.1 This agreement shall commence on the date the parties signed this Agreement (notwithstanding the date when it has been signed by all the parties) and shall continue, unless terminated earlier in accordance with Clause 2.13 (Termination) until the Services have been delivered, unless otherwise agreed by the parties.

2.3 SUPPLIER'S RESPONSIBILITIES

- 2.3.1 The Supplier shall use best endeavours to manage and complete the Services contained in Schedule 1, in accordance with this agreement in all material respects.
- 2.3.2 The Supplier shall use best endeavours to meet the Milestones specified in Schedule 1 but any such dates shall be estimates only. Notwithstanding the foregoing and subject to Clause 2.4.2, the Supplier acknowledges that time for performance by the Supplier shall be of the essence of this agreement provided always that the Customer and any third parties under the control, direction or instruction of the Customer, have provided all dependencies upon them without delay.
- 2.3.3 The Supplier shall appoint a manager for the Services, such person as identified in Schedule 1. That person shall have authority to contractually bind the Supplier on all matters relating to the Services (including by signing Change Orders). The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier's manager throughout the term of this agreement but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business and if requested, upon reasonable request by the Customer.
- 2.3.4 The Supplier shall use best endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under Clause 2.4.1(e), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

2.4 CUSTOMER'S OBLIGATIONS

- 2.4.1 The Customer shall:
- co-operate with the Supplier in all matters relating to the Services;
 - appoint a manager for the Services, such person as identified in Schedule 1. That person shall have the authority to contractually bind the Customer on matters relating to the Services (including by signing Change Orders);
 - provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier including any such access as is specified in Schedule 1;
 - provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under Schedule 1 or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;
 - inform the Supplier of all health and safety and security requirements that apply at the Customer's premises if required.
 - obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- 2.4.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

2.5 NON-SOLICITATION

- 2.5.1 Neither party shall, without the prior written consent of the other party, at any time from the date of this agreement to the expiry of twelve (12) months after the termination or expiry of this agreement, solicit or entice away from the other

party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision of the Services.

- 2.5.2 Any consent given by a party in accordance with Clause 2.5.1 shall be subject to the party requesting consent paying to the other party a sum equivalent to 50% of the annual remuneration to be paid by the party to that employee, consultant or subcontractor.

2.6 CHANGE CONTROL

- 2.6.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- (a) the Services;
 - (b) the Supplier's existing charges;
 - (c) the timetable of the Services; and
 - (d) any of the terms of this agreement.
- 2.6.2 If the Supplier wishes to make a change to the Services, it shall provide a draft Change Order to the Customer.
- 2.6.3 If the Customer wishes to make a change to the Services:
- (a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed changes; and
 - (b) the Supplier shall, as soon as reasonably practicable after receiving the information at Clause 2.6.3(a), provide a draft Change Order to the Customer.
- 2.6.4 If the parties:
- (i) agree to a Change Order, they shall sign it and that Change Order shall amend this agreement; or
 - (ii) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 2.28 (Dispute Resolution Procedure).
- 2.6.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to Clause 2.6.3 on a time and materials basis at the Supplier's then daily rates, subject to all such additional charges being approved in advance in writing by the Customer.

2.7 CHARGES AND PAYMENT

- 2.7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges as outlined in Schedule 1
- 2.7.2 Where the Charges are calculated on a time and materials basis:
- (a) the Supplier's daily fee rates for each individual person as set out in Supplier's current day rates are calculated on the basis of an eight-hour day, worked during Business Hours;
 - (b) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 2.7.3 The Supplier shall invoice the Customer for the Charges at the intervals specified in Schedule 1. If no intervals are so specified, the Supplier shall invoice the Customer at the end of each month for Services performed during that month.
- 2.7.4 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 2.7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:
- (i) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 2.7.5 (i) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
 - (ii) the Supplier may suspend all or part of the Services until payment has been made in full.
- 2.7.6 All sums payable to the Supplier under this agreement:
- (i) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (ii) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

2.8 INTELLECTUAL PROPERTY RIGHTS

- 2.8.1 Nothing in this agreement affects either party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information).
- 2.8.2 The Supplier acknowledges and agrees that the Customer owns and retains all rights, title and interest in and to the Customer Data. The Supplier shall have no rights to access, use or modify the Customer Data unless it has prior written consent of the Customer.
- 2.8.3 The Customer shall own and retain all rights, title and interest in and to the Work Product with the exception of the Supplier's pre-existing Intellectual Property contained therein.
- 2.8.4 The Supplier grants to the Customer a perpetual, irrevocable, non-transferable, non-exclusive, royalty free licence to use the Supplier's pre-existing Intellectual Property Rights as incorporated by the Supplier into the Work Product solely in connection with the Customer's use of the Work Product in accordance with this agreement.
- 2.8.5 The Customer grants to the Supplier a revocable, non-transferable, non-exclusive, royalty-free limited licence for the term of this agreement to use, copy, reproduce, modify, improve and enhance the Customer's Intellectual Property Rights and the physical Work Product, solely to the extent to enable the Supplier to comply with its obligations under this agreement.
- 2.8.6 The Supplier shall not disclose to the Customer or use in its work any trade secrets or confidential information of a third party which the Supplier is not lawfully entitled to disclose or use in such manner. The Supplier shall not use any equipment, supplies, facilities, computer code, work product, inventions or materials of any other third party (Third-Party Materials) in any Work Product or in the Supplier's performance under this agreement unless:
- (i) the Supplier has the full right and authority to do so without violating any rights of any third party;
 - (ii) the Supplier has obtained all necessary rights to enable it to perform its obligations under this agreement and grant the rights granted pursuant to this agreement, and to permit the Customer to utilise the Third-Party Materials as contemplated under this agreement, in each case at no additional cost or expense to the Customer;
 - (iii) the Customer's use of such Third-Party Materials will not restrict or impair in any manner its use of the Work Product or subject the Customer to any obligation or liability; and
 - (iv) such Third-Party Materials are specifically identified to the Customer in writing in advance of any use and the Customer has agreed in writing to such use.

2.9 COMPLIANCE WITH LAWS AND POLICIES

- 2.9.1 In performing its obligations under this agreement, the Supplier shall comply with:
- (a) the Applicable Laws; and
 - (b) the Mandatory Policies provided that the Customer shall give the Supplier not less than one months' notice of any change to such policies.
- 2.9.2 Changes to the Services required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in Clause 2.6 (Change Control).

2.10 DATA PROTECTION AND DATA PROCESSING

- 2.10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2.10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 2.10, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 2.10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Supplier is the Processor. Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 2.10.3 Without prejudice to the generality of Clause 2.10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of this agreement.
- 2.10.4 Without prejudice to the generality of Clause 2.10.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (i) process that Personal Data only on the documented written instructions of the Customer which are set out in Schedule 3 unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly

notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

- (ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (v) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (v) the data subject has enforceable rights and effective legal remedies;
 - (vi) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (vii) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (ix) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (x) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (xi) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (xi) maintain complete and accurate records and information to demonstrate its compliance with this Clause 2.10 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

2.10.5 The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under this agreement.

2.10.6 Either party may, at any time on not less than 30 days' notice, revise this clause 2.10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

2.11 CONFIDENTIALITY

2.11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 2.11.2.

2.11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 2.11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

2.11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

2.12 LIMITATION OF LIABILITY & INSURANCE

2.12.1 Nothing in this agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence; or
- (b) fraud or fraudulent misrepresentation.

- 2.12.2 Subject to Clause 2.12.1:
- (a) neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
 - (b) the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to two hundred percent of the total fees paid or payable by the Customer; and
 - (c) the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to one hundred per cent (100%) of the Charges paid by the Customer under this agreement.

2.12.3 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

2.12.4 During the term of the Contract and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

2.13 TERMINATION

2.13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable such as a failure to pay on the due date of a payment) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 2.13.1(c) to Clause 2.13.1(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

2.14 CONSEQUENCES OF TERMINATION

2.14.1 On termination or expiry of this agreement:

- (a) the Customer shall (without prejudice to its rights and remedies available at law) immediately pay to the Supplier all of the Supplier's agreed undisputed outstanding unpaid invoices and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable within 30 days of receipt unless there is a dispute regarding the Services to which the invoice relates;
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;

- (c) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Services; and
- (d) the following clauses shall continue in force: Clause 2.1 (Interpretation), Clause 2.6 (Non-solicitation), Clause 2.8 (Intellectual property rights), Clause 2.11 (Confidentiality), Clause 2.12 (Limitation of liability), Clause 2.14 (Consequences of termination), Clause 2.18 (Waiver), 2.20 (Severance), Clause 2.22 (Conflict), Clause 2.27 (Multi-tiered dispute resolution procedure), Clause 2.28 (Governing law) and 2.29 (Jurisdiction).

2.14.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

2.15 FORCE MAJEURE

2.15.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

2.15.2 Provided it has complied with Clause 2.15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly until the Force Majeure Event is no longer preventing, hindering or delaying performance.

2.15.3 The corresponding obligations of the other party will be suspended, and its' time for performance of such obligations extended, to the same extent as those of the Affected Party.

2.15.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than ten days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

2.15.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than eight (8) weeks, either party may terminate this agreement by giving two weeks' written notice to the other Party.

2.16 ASSIGNMENT AND OTHER DEALINGS

2.16.1 Either party may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the other party gives prior written notice of such dealing to the other party.

2.17 VARIATION

2.17.1 Subject to Clause 2.6 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

2.18 WAIVER

2.18.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

2.18.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right

or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 2.18.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

2.19 RIGHTS AND REMEDIES

- 2.19.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

2.20 SEVERANCE

- 2.20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 2.20.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

2.21 ENTIRE AGREEMENT

- 2.21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 2.21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

2.22 CONFLICT

- 2.22.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

2.23 NO PARTNERSHIP OR AGENCY

- 2.23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 2.23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.24 THIRD PARTY RIGHTS

- 2.24.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

2.25 NOTICES

- 2.25.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in Schedule 1.

- 2.25.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (c) if sent by email, at 9.00 am on the next Business Day after transmission.
- 2.25.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 2.26 COUNTERPARTS
- 2.26.1 This agreement may be executed in any number of counterparts, each of which when shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 2.26.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 2.26.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 2.27 DISPUTE RESOLUTION PROCEDURE
- 2.27.1 If a dispute arises under this agreement, including any dispute arising out of any amount due to a party hereto, then before bringing any suit, action or proceeding in connection with such dispute, a party must first give written notice of the dispute (Dispute Notice) to the other party describing the dispute and requesting that it is resolved under this dispute resolution process.
- 2.27.2 If the parties are unable to resolve the dispute within 30 days of delivery of the Dispute Notice, then each party will promptly (but no later than five Business Days thereafter):
- (i) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this agreement (Designated Representative); and
 - (ii) notify the other party in writing of the name and contact information of such Designated Representative.
- 2.27.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually relating to the Dispute made by one party to the other party will be honoured.
- 2.27.4 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.
- 2.27.5 Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.
- 2.28 GOVERNING LAW
- 2.28.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 2.29 JURISDICTION
- 2.29.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This Contract has been entered into on the date stated at the beginning of it.

Customer	Supplier
Name:	Name:
Title:	Title:
Date:	Date:
Proposal number:	
Signature:	Signature:

SCHEDULE 1 – SERVICES SPECIFICATION & CHARGES

Term

State Date:

End Date:

Services

Supplier shall provide the Customer with the following Service(s):

IT/AV Consultancy Services

Project Management

Physical Infrastructure Consultancy

Wi-Fi Consultancy

PMO

CAD

Project Scope

Insert tasks detailed

For the avoidance of doubt, the following tasks/activities are deemed out of scope:

Meetings. Supplier shall attend the following meetings at the location listed below:

Meeting Description	Dates	Locations
Coordination meetings	As required	
Inspections	As required	

Personnel. The following Supplier personnel will be engaged to perform the Services:

Name	Title
Phil Martin	Project Director
Dan Watson	Senior AV Consultant
Martyn Jones	Principal Physical Security Consultant
Eric Engmann	Project Manager
Randall Boenig	AV Consultant
Alan Holey	Physical Security
Ignatius Adjei-Ampofo	CAD Manager

Acceptance

"Acceptance" of Deliverables by Customer shall be deemed to occur upon achievement of all of the following:

- each Deliverable conforms to the relevant specifications as provided herein;
- each Deliverable meets the applicable warranties set forth in the Agreement;
- each Deliverable has documented 100% of all Customer acceptance test cases passing;
- each Deliverable is approved in writing by an authorised representative of CLIENT NAME

SCHEDULE 2 – DATA PROTECTION

PROCESSING BY THE SUPPLIER

SCOPE

The Service Supplier shall provide Project Management, Infrastructure and Wi-Fi consultancy services for the Customer which will require access to the data in order to complete the services required

NATURE

The Service Supplier shall process the Personal Data in line with the provision of services and as instructed by the Customer

PURPOSE OF PROCESSING

To provide Project Management, Infrastructure and Wi-Fi consultancy services.

DURATION OF THE PROCESSING

Duration of the contract.

2. TYPES OF PERSONAL DATA

Employee name

Employee location

Corporate telephone extension (not mobile)

Job Title

3. CATEGORIES OF DATA SUBJECT

Employees, contractors and officers of Customer

SCHEDULE 3 - MANDATORY POLICIES (IF APPLICABLE)
