

Raptor CSL Standard Business Terms and Conditions for G-Cloud 15

Reference: Raptor CSL Response to G-Cloud 15

Version: 01

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THIS AGREEMENT is made the **xx** day of **xxxx 202x** between **RAPTOR CONSULTANCY SERVICES LIMITED (the Supplier)** whose registered office is situated at 26 Berkeley Square, Clifton, Bristol, BS8 1HP of the one part, and **xxxx (the Client)** whose registered office/principal place of business is situated at **xxxx** of the other part

WHEREAS

It is envisaged that from time to time the Client will require the expert services of the Supplier to assist with the fulfilment of contractual obligations towards third parties, which services the Supplier is willing to afford on the terms recorded in this Agreement

IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement:

- 1.1 "Agreement" this written agreement, including the Schedules;
- 1.2 "Client" the Customer named in the Order Form;
- 1.3 "the Supplier" is Raptor Consultancy Services Limited;
- 1.4 "Effective Date" the date when the Supplier commences or commenced the provision of the Services;
- 1.5 "Services" include the provision of advice, guidance and the supply of skilled labour to or for the benefit of the Client;
- 1.6 "Order" means a written order placed by the Client on the Supplier for Services and includes any variation of an Order that the Client has confirmed in writing;
- 1.7 a "Contract" is a contract formed on the acceptance of an Order by the Supplier;
- 1.8 "the Parties" are the Client and the Supplier and "a Party" is the Client or the Supplier;
- 1.9 "the Fees" are the fees payable by the Client for Services rendered under a Contract;
- 1.10 "conflict of interest" is a set of circumstances or potential circumstances that creates a risk that the Supplier's professional judgement or actions regarding the Client's business will be unduly influenced by another interest;
- 1.11 "chargeable hours" are the hours worked by the staff of the Supplier and by reference to which the Fee is calculated;
- 1.12 "intellectual property" includes patents, registered or unregistered trademarks and designs, utility models, copyright including design copyright, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon and/or additions to an invention, confidential information, knowhow and any research relating to the above, business names (whether registrable or not), moral rights and any similar rights in any country;
- 1.13 "confidential information" is information or material (in whatever medium the same may be recorded or stored) that is secret or confidential to the Client;
- 1.14 where the context so requires or permits, words expressed in one gender include all genders and words expressed in the singular include the plural;

- 1.15 any reference to a statutory provision includes a reference to its statutory modification or re-enactment;
- 1.16 the clause headings are not to be taken into account in its construction or interpretation.

2. Appointment and Duration

- 2.1 The Client hereby appoints the Supplier to provide the Services to the Client on the terms and conditions of this Agreement with effect from the earlier of the Effective Date and the date of this Agreement.
- 2.2 This Agreement shall continue until the Services are completed unless this Agreement is terminated in accordance with Clause 12.

3. Contracts

- 3.1 Any Order must be in the form set out in the Order Form to this Agreement.
- 3.2 The Client has no obligation to place any Order upon the Supplier and the Supplier has no obligation to accept any Order so placed.
- 3.3 Any Contract will incorporate the terms and conditions of this Agreement and will come into effect only when an Order has been lawfully placed and accepted by the Parties.
- 3.4 The Order may carry additional terms and conditions specific to the requirement which shall become enacted once the Order is accepted or performance of work is commenced whichever is the sooner.

4. Obligations of the Supplier

- 4.1 By accepting an Order the Supplier warrants that it has the qualifications, experience and resources necessary to perform its obligations under the resulting Contract.
- 4.2 In performing its obligations under any Contract the Supplier undertakes that it will:
 - 4.2.1 render the Services with all due skill, care and attention and in a timely and cost effective manner;
 - 4.2.2 comply with all relevant procedural and quality standards, codes of practice, protocols and legal requirements, including but not limited to any obligations imposed by the customer;
 - 4.2.3 comply with all reasonable requirements communicated by the Client relating to the use of their premises, facilities and equipment and with their Health & Safety procedures;
 - 4.2.4 exercise due consideration for the commercial and legal obligations of the Client and refrain from conduct that might render them liable to legal claims and proceedings at the suit of any party or to prosecution for a criminal offence;
 - 4.2.5 in such form and with such frequency as the Client may reasonably and from time to time direct:
 - (a) submit accurate written records including the completion of Supplier timesheets, of the chargeable hours worked by its staff on any Contract and

- (b) submit claims for expenses at the end of each calendar month together with all necessary receipts unless otherwise directed on the Order and
- (c) inform the Client of any breach or potential breach of any of the above obligations at the earliest possible time and comply with the Client's instructions thereafter in managing the same.

4.3 The Supplier shall have the right to substitute any staff, contractors or agents, provided they are suitably qualified to deliver the service.

4.4 Save as aforesaid, the Supplier will adopt its own method of working in rendering Services under any Contract.

4.5 The Client may require the Supplier to remove from its premises and to cease retaining for the purposes of the Contract any staff, contractors or agents it may have retained whose presence and/or continued involvement in the provision of Services under the Contract the Client reasonably considers prejudicial to its interests.

4.6 The Supplier warrants that all work performed under the Contract shall be free from defects in workmanship and conform to the requirements of the Contract and generally recognised industry practices and standards. Any breach of warranty may require the Supplier or a nominated third party to rectify the defect and or re-perform the work at their own cost even where such rectification or re-performance is carried out by a third party.

5. Obligations of the Client

5.1 The Client will take such steps as are reasonable in all the circumstances to ensure that the Supplier is given such instructions and such access to information, premises and facilities as may be required to enable the Supplier to fulfil its obligations to the Client under any Contract. The Supplier will have no liability to the Client for any delay, loss, damage, costs, expenses or claims for compensation arising from any information or instructions supplied by the Client that are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or from any other fault of the Client.

6. Variation or Additional Services

6.1 Either Party may request a change to the scope or execution of the Services. The Supplier has no obligation to perform any varied or additional services unless and until the Parties have agreed the necessary variations to its Fees, the Services, and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with Clause 23.

7. Fees and Payment

7.1 In consideration of the provision of the Services by the Supplier, the Client shall pay to the Supplier the Fees.

7.2 The Fees are exclusive of VAT and any other applicable duty or tax, which shall be payable by the Client.

7.3 The Fees payable to the Supplier will be those stated in the Contract.

7.4 The Fees and the reimbursement of any disbursements or expenses incurred by the Supplier and authorised by the Client will be paid by bank credit transfer within 30 days of the date on which an invoice for the same is delivered by the Supplier to the Client.

7.5 The frequency with and/or circumstances in which an invoice for the Fees may be delivered will be as stated in the Contract.

8. Intellectual Property Rights

8.1 The Parties foresee that the Supplier may make, discover or create intellectual property in the performance of its obligations under any Contract and agree that in this respect the Supplier has a special obligation to further the interests of the Client.

8.2 Subject to the provisions of the Patents Act 1977 and the Copyright, Designs and Patents Act 1988 and of any amending legislation, if in the performance of its obligations under any Contract the Supplier creates or discovers anything constituting intellectual property or in which intellectual property rights might subsist and that relates to or is capable of use in the business carried on by the Client then the Supplier must immediately communicate all the details of such creation or discovery to the Client and the intellectual property rights therein will belong solely to the Client. At the request and expense of the Client the Supplier must provide such information, drawings and assistance as may be necessary for the Client to protect and to exploit such intellectual property as, when and wherever it may require.

8.3 At the request of the Client the Supplier will irrevocably appoint the Client to be its attorney and in its name and on its behalf to sign and execute such instruments and do such things and generally to use its name for the purpose of giving the Client, or such nominee as the Client might appoint the full benefit of the provisions of this clause 8.

8.4 The Supplier will only assign servants and agents to work on any Contract who have entered into individual agreements that confer the self-same rights on the Client and impose the self-same responsibilities upon such servants and agents with respect to intellectual property as are conferred on the Client and imposed on the Supplier by this Agreement. The Supplier undertakes on request to produce such agreements for inspection by the Client.

9. Confidentiality

9.1 Otherwise than in the proper performance of its obligations under a Contract or in conformity to an overriding statutory obligation, both parties will refrain from making use of and from publishing or disclosing confidential information that has come into its possession or control through the rendering or proposed rendering of Services by the Supplier to the Client.

9.2 Both Parties warrant that they will take all reasonable steps to prevent the unauthorised publication, disclosure or use of confidential information that has come into their possession or control through the rendering or proposed rendering of Services by the Supplier to the Client and undertake to take such measures as may in all the circumstances be reasonable to assist the other party and any customer to recover and prevent the unauthorised use, dissemination, sale or other disposal of such information and material.

9.3 The Parties define no limit to the categories of information and material that are to be regarded for the purposes of this Agreement as secret or confidential but for the avoidance of doubt the following categories will be so regarded:

9.3.1 information relating to the financial circumstances of the Supplier and Client;

- 9.3.2 information relating to past, present and prospective financial and contractual relations between the Client and the Supplier;
 - 9.3.3 information relating to contractual relations between either Party and its past, present and prospective workers, other suppliers, customers and agents;
 - 9.3.4 information relating to the mental and physical health, ability, social and financial circumstances of past, present and prospective members of the staff of either Party;
 - 9.3.5 information communicated to either Party in confidence or in respect of which either owes a duty of confidentiality to any third party;
 - 9.3.6 documents and any other media for the storage of data that may be reduced to legible form that record or relate to the categories of information identified at 9.3.1 to 9.3.7 above.
- 9.4 Both parties warrant that their staff, contractors and agents:
- 9.4.1 will only be afforded access to such confidential information as may be required for the due performance of their duties in respect of any Contract;
 - 9.4.2 will have been notified before assignment to work on any Contract of the confidentiality requirements of this Agreement and have agreed in writing neither to cause nor permit the unauthorised disclosure of confidential information to any third party.
- 9.5 The Supplier undertakes on request to produce for inspection by the Client any agreement made pursuant to the provisions of sub-clause 9.4.2 above.
- 9.6 Nothing in this Agreement will prevent either party from disclosing confidential information:
- 9.6.1 that came lawfully into its possession otherwise than through the rendering or proposed rendering of Services to the Client by the Supplier; or
 - 9.6.2 that is in the public domain otherwise than in consequence of any breach of its obligations under this Agreement or a breach of the obligations of any servant, agent or contractor whose services it retains; or
 - 9.6.3 that is required to be disclosed in compliance with a legal requirement of a governmental agency, regulatory authority or otherwise where disclosure is required by operation of law.

10. Limit of Liability

10.1 Save in respect of death or personal injury caused by the culpable act or default of the Supplier and as otherwise expressly agreed in writing between the Parties, the entire liability of the Supplier to the Client under or in connection with the rendering of Services under any Contract will not exceed the figure stated in the Order accepted by the Supplier. Subject only to the foregoing limitation, the Supplier will not be liable to the Client for any loss, including loss of profit, which the Client sustains in consequence of any breach of Contract on the part of the Supplier.

11. Insurance

11.1 The Supplier will effect and maintain, at its own cost, a comprehensive policy of insurance with a reputable insurance office to cover its liability in respect of any act or default for which it becomes liable to indemnify or compensate the Client under the terms of any Contract and shall make a copy of such

policies available to the Client upon request. The Supplier shall also effect and maintain at its own cost a comprehensive medical insurance policy with a reputable insurance office to cover any and all travel abroad in respect of any work performed against a relevant Contract and shall make a copy of such policy available to the Client upon request.

12. Termination

12.1 Either Party may give written notice to the other that upon its expiry no further Services are to be rendered under a Contract. From the date upon which such notice expires, the obligations of the Supplier to render and of the Client to pay the Fee for further Services under that Contract will cease. The length of notice required will be as stated in the Contract.

12.2 If the Supplier commits any material breach of its obligations under a Contract, then the Client may give written notice to the Supplier that from the date of its delivery no further Services are to be rendered under that Contract. In such circumstances, no Fee will be payable for further Services rendered under the Contract.

12.3 Notice under clause 12.1 must be in writing and sent by first class mail in a pre-paid envelope addressed to the Client or the Supplier, as the case may be, at its registered office/principal place of business. Notice under clause 12.2 must be in writing but may be served by facsimile transmission, by personal delivery to any servant or agent retained by the Supplier for the purposes of the Contract or by post. Notice by post will be deemed served on the second working day after posting unless the contrary is proved. Notice by facsimile transmission or personal delivery will be deemed served on transmission or at the time of delivery as the case may be.

12.4 The service of notice under clauses 12.1 and 12.2 will neither prejudice, compromise nor otherwise affect:

- 13.4.1 rights or obligations accrued under the Contract to which it relates and of either Party to legal redress for breach of its terms; or
- 13.4.2 the right of the Client to the full benefit of Services rendered by the Supplier prior to notice taking effect.

13. Survival

13.1 The provisions of articles 3.4, 4.2.2, 4.6, 9, 19, and 26 shall survive performance, completion termination or cancellation of the Contract and this Agreement.

14. Force Majeure

14.1 Neither Party shall be liable for any delay or failure to meet its obligations under any Contract (other than a payment obligation) that is due to any cause outside its reasonable control including (without limitation) inclement weather, Act of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence (including refusal or revocation of any Telecommunications Network Operator or service provider's permit or licence), power failure, fire, or the lack of availability of materials.

15. Waiver

15.1 Failure by either Party at any time to enforce any of the provisions of this Agreement or of a Contract will not be construed as a waiver by such Party of such provisions or in any way affect the validity of this Agreement or the Contract.

16. Severability

16.1 In the event that any of the restrictions contained in this Agreement is found to be void but would be valid were some part or parts thereof deleted or the period of application reduced, such restriction will apply with such modification as may be necessary to make the same valid and effective.

17. Entire Agreement

17.1 This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

17.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (a "Representation") of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement. Each Party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.

17.3 Nothing in this Clause shall limit or exclude any liability for fraud.

18. Assignment

18.1 The benefit of the terms of this Agreement may not be assigned by either Party without the written consent of the other.

19. Status of Parties

19.1 The relationship between the Client and the Supplier created by the acceptance of an Order will be that of customer and independent contractor. Nothing in this Agreement or in any Contract will give rise or be construed as giving rise to a relationship of employment or partnership between the Client and the Supplier, its servants or agents.

19.2 The Supplier will pay and keep the Client fully and effectively indemnified in respect of all and any liabilities for tax, tax penalties and interest, national insurance contributions and similar charges payable on or by virtue of the Fees and in respect of all costs reasonably incurred in dealing with any demands upon the Client for such liabilities.

20. Data and Information

20.1 The Supplier shall only hold Client data used for the performance of the required work on the Supplier's business system. All documentation, software and other material made available to the Supplier by the Client or a third party in connection with the rendering or proposed rendering of Services to the Client will be returned upon the request of the Client and shall not be copied, published or used for any purpose other than the rendering of the Services.

20.2 The Parties will at all times comply with the provisions and obligations imposed by the Data Protection Legislation, including the General Data Protection Regulation (GDPR), Data Protection Act 1998 (for as long as it is in force), and the Data Protection Principles, together with any subsequent re-enactment or amendment thereof in storing and processing personal data, and all personal data acquired by either Party from the other will be returned on request.

20.3 The Parties hereby acknowledge that performance of a duty imposed by the GDPR will not breach any obligation of confidentiality that may be owed to the other.

21. Prior Terms and Conditions

21.1 The terms of this Agreement supersede and take effect in substitution for any terms and conditions upon which the Supplier may have agreed to render Services to or to the order of the Client but do not affect rights and obligations that have accrued prior to the date of this Agreement.

22. Governing Law

22.1 This Agreement shall be construed in accordance with and governed by the Law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

23. Amendment

23.1 Any variation of the terms of this Agreement must be recorded in writing and lawfully executed by the Parties.

24. Precedence

24.1 The documents incorporated into this Agreement shall prevail in the following order of precedence:

- (a) the Contract
- (b) this Agreement
- (c) any separate written statement of work or other work activity requirement

25. Arbitration

25.1 Any dispute or difference between the parties in connection with this Agreement shall be referred to and be determined by a sole Arbitrator. The Arbitrator shall be appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Arbitrators. The procedure to be followed should be agreed by the parties or in default of agreement determined by the Arbitrator.

26. Compliance with Laws

26.1 Compliance with Laws:

The Supplier is committed to compliance with all applicable laws including all UK and US Export Control Regulations. Further, these include (but are not limited to) the UK Bribery Act 2010 ("the Act"). The Supplier will not countenance any activity which breaches the Act or any other applicable laws. This is a fundamental condition of all contracts entered into by the Supplier.

26.2 Record Keeping:

All transactions and holdings relating to the present Agreement must be recorded in proper detail and according to applicable accounting standards. Such records must be available for inspection or audit at any time. No such records may be held elsewhere than at Supplier's premises and/or on Supplier's systems, and all such records should be accessible to authorized staff at all times.

Under no circumstances should any of Supplier's records relating to the present agreement be destroyed, amended, tampered with or dealt with in any way which would mislead a third party inspecting those records.

The Supplier shall store all records relating to the Contract for a minimum of three years after expiry of the Contract.

26.3 Anti-Bribery Obligation

The Supplier shall not and shall procure that its employees, agents and sub-contractors shall not offer, promise or give or request, accept or agree to accept from any person (whether for itself or on behalf of another) any advantage gift, payment, consideration or benefit of any kind which constitutes a bribe and/or an illegal or corrupt practice under the UK Bribery Act 2010 or the laws of any other country, either directly or indirectly in connection with this Agreement or the business of the Client ("the Anti-Bribery Obligation"). The Supplier shall include an anti-bribery obligation substantially on the same terms as this article in all of its contracts with sub-contractors.

The Supplier shall disclose in writing to the Client details of any breach or alleged breach of the Anti-Bribery Obligation and this shall be an ongoing obligation.

The Supplier shall:

- (a) at all times maintain strict compliance with the Anti-Bribery Obligation;
- (b) monitor its employees, representatives and sub-contractors to ensure compliance with the Anti-Bribery Obligation; and
- (c) make clear, in all its dealings on behalf of the Client, that it is acting in accordance with the Anti-Bribery Obligation.
- (d) inform the Client of any investigation, arrest, charge, proceedings, regulatory order, government order or other legal process relating to the Supplier, its directors or officers, shareholders holding more than 1% of its shares or their families immediately after learning of it, and provide the Client with as much detail as possible.

In the event of a default by both parties in respect of any procedural order made by the Arbitrator, the Arbitrator shall have power to proceed with the arbitration in the absence of that Party and to deliver his award.

IN WITNESS whereof the parties hereto have entered into this Agreement the day and year first above written.

For and on behalf of the Client:

(Signature)

(Print Name)

(Position)

For and on behalf of the Supplier:

(Signature)

(Print Name)

(Position)

SAMPLE ORDER FORM

F.A.O. XXX	From: XXX
Supplier: Address Line 1	Telephone: XXX
Address Line 2	Fax: XXX
Address Line 3	E-mail: xxx@raptorcs1.co.uk
Address Line 4	
Supplier No: nnn	
Accepted By:	Authorised by:

NB. This Purchase Order supersedes Purchase Order No. *(Delete if not applicable)*

Scope of Services

Project: Project Name

Base location: Location «Base_Location»

Anticipated duration of Services:

From: dd/mm/yy

To: dd/mm/yy

Spend not to exceed: £xxx

Working Week: As required by the needs of the contract

Working Day: xxx

Services to be provided by the Supplier:

«Services_Description»

Fees

«Client Name» will pay Fees calculated by reference to the Raptor CSL SFIA rate specified below for the authorised hours worked by the Supplier's authorised staff/contractor and recorded on timesheets submitted to «Client Name».

Daily Rate: «Daily_Rate»

Currency: GBP

Rate Review: Annual with first review «Rate_Review_Date»

Fees are payable against valid invoices. VAT where applicable will be payable at the rate prevailing at the date of invoice. Invoices may be submitted by e-mail as an attachment (except where an original signed travel authorisation form is required), by personal delivery or by post to the Client's registered office. Invoices by post will be deemed delivered on the second working day after posting unless the contrary is proved. Notice by e-mail or personal delivery will be deemed delivered on transmission or at the time of delivery as the case may be.

The Supplier will submit Invoices for Fees at the end of each calendar month

Travel and Subsistence (delete if not applicable)

Subject to «Client Name» guidelines (document ref xxx), in addition to the Spend Limit, «Client Name» will reimburse authorised travel and accommodation costs associated with the rendering of Services including:

(a) road, rail or air travel to locations other than the Base Location;

- (b) hotel accommodation, not restricted to the UK, when working away from the Base Location, as required during the contract

Note: Travel insurance during the performance of the Services to which this Order relates is the responsibility of the Supplier.

Travel and Subsistence costs shall be invoiced monthly in arrears at the end of each calendar month in which the costs were incurred and shall include relevant receipts. Failure to invoice travel and subsistence costs in the prescribed manner may render a late claim null and void.

Termination

The length of notice required to terminate the provision of Services and liability to pay Fees for further Services upon its expiry otherwise than for material breach of Contract is: «Notice_Period»

Limit of Liability

Save in respect of death or personal injury caused by the culpable act or default of the Supplier and as otherwise expressly agreed in writing between the Parties, the entire liability of the Supplier to the Client under or in connection with the rendering of Services under any Contract will not exceed £xxx

Terms and Conditions

The Contract between «Client Name» and Raptor Consultancy Services Limited resulting from the acceptance of this purchase order by the Client will incorporate and be subject to the terms and conditions set out in their written Agreement dated the xxxx subject only to the following, overriding terms and conditions.