

G-CLOUD 15

Terms & Conditions

Hartley McMaster Ltd

Feb 2026

Version 2.2

HARTLEY McMASTER LTD

STANDARD TERMS & CONDITIONS

1 DEFINITIONS

In these Conditions the following words have the following meanings:

Client: the person or firm who purchases Services as specified in the Order.

Deliverables: the deliverables set out in the Specification produced by the Supplier for the Client pursuant to the Services, including without limitation data, source code and the contents of reports.

Order: the Client's order for the supply of the Services, as signed by both parties.

Services: the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Specification.

Specification: the description or specification for the Services and/or Deliverables provided in the Order or otherwise provided in writing by the Supplier to the Client.

Supplier: Hartley McMaster Ltd, a company registered in England and Wales company number 02638728 with registered office at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF.

2. PROVISION OF SERVICES

2.1 Hartley McMaster Ltd undertakes to perform its services with reasonable skill.

2.2 Hartley McMaster Ltd will use consultants with appropriate skills and experience for the provision of the company's services.

2.3 Hartley McMaster Ltd will use its best efforts to deliver the Services and Deliverables within a reasonable time.

3. CLIENT OBLIGATIONS

3.1 The Client shall use all reasonable endeavours to ensure that any information it provides to Hartley McMaster Ltd is complete and accurate in all material respects.

3.2 The Client shall co-operate with Hartley McMaster Ltd in all matters relating to the provision of Services.

3.3 The Client shall provide Hartley McMaster Ltd with such information and materials as the company may reasonably require in order to supply the Services and use reasonable endeavours to ensure that such information is provided promptly.

4. PRICE

4.1 Where the contract terms are on a time and materials basis, and unless otherwise agreed, Hartley McMaster Ltd shall have the right to vary the staff fees and equipment prices agreed by giving the Client one month's notice of such variations. Hartley McMaster Ltd will undertake to negotiate any such changes with the Client on a project-by-project basis. All prices and rates quoted are exclusive of Value Added Tax.

5. PAYMENT

5.1 For contracts on a time and materials basis, invoices shall be rendered by Hartley McMaster Ltd monthly in arrears.

5.2 For firm price contracts, a payment schedule will be agreed as part of the contract, linking the date for rendering of contracts to completion of project stages.

5.3 The Client shall pay the invoice submitted by Hartley McMaster Ltd if undisputed:

5.3.1 within 30 days of the date of the invoice; and

5.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.

6. SUPPLY OF STAFF

6.1 Hartley McMaster Ltd shall supply the services of such professional staff as shall in its opinion be required to carry out its obligations under the terms of any Contract bound by these Terms and Conditions.

6.2 Where nominated staff are included in a contract covered by these Terms and Conditions, Hartley McMaster Ltd shall make all reasonable efforts to ensure that these staff are made available for the agreed timescales of the work. If, however, it becomes impossible or unreasonable for Hartley McMaster Ltd to supply the nominated staff, Hartley McMaster Ltd reserve the right to supply alternative staff with equivalent qualifications, skills and experience for the work. Any such change of staff shall be agreed with the Client in advance of the change being made.

7. NON-SOLICITATION

7.1 Each party undertakes that it will first inform the other and obtain written consent thereto in the event that at any time during the life of any Contract bound by these Terms and Conditions or the first twelve months following its termination it should wish to make an offer of employment (or any offer for his/her services on a permanent or contractor basis) to a member of the other's staff who at that time or in the preceding six months is directly associated in a professional capacity with the work covered by any Contract bound by these Terms and Conditions.

7.2 On the same basis as for offers of employment in paragraph 7.1 of this document, each party undertakes not to encourage or entice staff directly involved in work covered by the Terms and Conditions from the other party to seek employment with the other party on a permanent or contractor basis.

8. DATA PROTECTION

8.1 Each Party warrants to the other that it has complied with and will continue to comply with the provisions of data protection legislation in relation to the Agreement.

8.2 Hartley McMaster warrants and undertakes to comply with any lawful direction of the Client in respect of personal data and to implement adequate organisational and technical measures to safeguard against the accidental loss or damage to that personal data.

9. INTELLECTUAL PROPERTY

9.1 The Supplier hereby assigns to the Client all existing and (by way of present assignment of future rights) future Intellectual Property Rights in the Deliverables or otherwise arising out of or in connection with the Services. Insofar as they do not vest automatically by operation of law or under the Contract, the Supplier holds legal title in such rights on trust for the Client.

9.2 The Supplier hereby grants the Client a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sub-licensable and assignable licence to use such of the Supplier's background materials and Intellectual

Property Rights (which exist as at the Commencement Date) as is required for the Client (and/or its sub-licensee(s)) to receive and use the Services and the Deliverables.

9.3 The Supplier shall indemnify the Client against all losses (including any direct, indirect or consequential losses) suffered or incurred by the Client arising out of or in connection with any claim made against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the provision of the Services or the supply and use (in accordance with the terms of this Agreement) of the Deliverables.

10. CONFIDENTIALITY AND PUBLICITY

10.1 Confidential information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client ("Confidential Information").

10.2 Save as may be required in the reasonable provision of the Services, Hartley McMaster Ltd agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Supplier has obtained, except as authorised by the Client, where already publicly available or as required by law. The obligations of confidentiality will apply during the term of the provision of services and for a period of two years thereafter.

10.3 The Client agrees that Hartley McMaster may:

10.1.1 Refer to the Client on its client lists.

10.1.2 Refer to the nature of the services contracted for provided that the Client is not identified.

10.4 Neither Party shall make any statement about the services to the press or the public without the other Party's written consent.

11. TERMINATION

11.1 The Client shall have the right to terminate any Contract bound by these Terms and Conditions prior to the completion of the work specified herein only under the following circumstances and in the following manner:

11.1.1 If Hartley McMaster notifies the Client of an increase in staff fees under the terms of Clause 4 above the Client may terminate any Contract bound by these Terms and Conditions from the date on which such increase takes effect by giving Hartley McMaster Ltd written notice of its intention so to terminate the Agreement within fourteen days of the notification of the increase.

11.1.2 If Hartley McMaster Ltd fails to carry out the work specified in the agreed Schedule of Work in circumstances other than those set out in Clause 11 hereof the Client shall inform Hartley McMaster Ltd in writing of such non-performance and its intention to terminate any Contract bound by these Terms and Conditions. Provided Hartley McMaster Ltd is unable to rectify the said non-performance within fourteen days of receipt of such notice the client may then terminate any Contract bound by these Terms and Conditions forthwith.

11.2 Hartley McMaster Ltd shall have the right to terminate any Contract bound by these Terms and Conditions prior to the completion of the work specified herein only in the following circumstances and in the following manner:

11.2.1 If the Client fails to make payment as provided for in Clause 5 above, Hartley McMaster Ltd may terminate any Contract bound by these Terms and Conditions by giving 14 days' notice in writing. Due payment in full by the Client within the said 14 days shall automatically rescind such notice.

11.2.2 If the Client fails to provide Hartley McMaster Ltd upon request with such information or data as may be required in Hartley McMaster Ltd's opinion for the successful completion of the work specified herein the contravention of Clause 3 above Hartley McMaster Ltd shall inform the Client in writing of such non-performance. Within 14 days of receipt of such notice Hartley McMaster Ltd may then terminate any Contract bound by these Terms and Conditions forthwith.

11.3 Either party may at any time by notice in writing summarily terminate any Contract bound by these Terms and Conditions without compensation to the other party in any of the following events, that is to say:

(a) If the other party, being an individual, or, where the party is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under the Bankruptcy Act for the time being in force for sequestration of his estate, or a trust in deed shall be granted by him for the benefit of his creditors; or

(b) If the other party, being a company, shall pass a resolution, or the Court shall make an order, that the company shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if the circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitled the Court to make a winding-up order.

11.4 The termination of any Contract bound by these Terms and Conditions from any cause whatsoever shall not prejudice Hartley McMaster Ltd's right to recover payment in respect of work performed prior to such termination to the extent of the value of the work done.

11.5 No failure or omission by either party to observe or enforce any of the stipulations or conditions of any Contract bound by these Terms and Conditions shall be construed as a waiver of such stipulation or condition.

12 COPYRIGHT AND LICENCE

12.1 Unless otherwise agreed, the copyright and all proprietary rights in any or all documents, software and reports and communications on computer media produced by Hartley McMaster Ltd under the terms of any Contract bound by these Terms and Conditions shall remain vested in Hartley McMaster Ltd.

12.2 Where it is agreed that the copyright is vested with Hartley McMaster Ltd, the Client is hereby granted a licence to reproduce at its own expense but without payment of fee to Hartley McMaster Ltd such documents and other material produced under any Contract bound by these Terms and Conditions as are intended for its own internal purposes only. The Client will not use the documents in any manner that is competitive with or detrimental to the commercial interests of Hartley McMaster Ltd. Nor shall the Client publish such documents or make them available to any third party or in any other way divulge the contents or the technical expertise evident therein without Hartley McMaster's prior written approval. Hartley McMaster Ltd's name may not be used in the endorsement of any project without Hartley McMaster Ltd's prior written approval. Hartley McMaster Ltd reserves the right to withhold approval without assigning a reason for such refusal.

13 FORCE MAJEURE LIABILITY AND ARBITRATION

13.1 No failure or omission by either party to carry out or observe any of the terms or conditions of the Agreement shall, except in relation to obligations to make payments under the Agreement, give rise to any claim against the party in question or be deemed a breach of the Agreement if such failure or omission arises from any cause reasonably beyond the control of that party.

13.2 To the extent permitted by Law:

13.2.1 Hartley McMaster Ltd, its servants and agents shall be under no liability whatsoever to the Client or to any third party in contract or tort or otherwise for any costs or loss or damage of any kind

arising from any report or advice given by Hartley McMaster Ltd, its servants and agents, whether in the course of the services provided for in any Contract bound by these Terms and Conditions or as a representation made prior hereto.

13.2.2 In the event of the Client becoming aware of any circumstances which might but for the provisions of this Clause give rise to a claim against Hartley McMaster Ltd, its servants or agents, the Client shall forthwith notify Hartley McMaster Ltd of the same and offer to Hartley McMaster Ltd the opportunity to take any remedial action without prejudice to Hartley McMaster Ltd's, its servant's or agents' rights and the exclusion operating in their favour hereunder.

13.2.3 In no circumstances whatsoever shall Hartley McMaster Ltd, its servants or agents be liable in contract or tort or otherwise for any consequential or indirect damage or loss howsoever caused.

13.2.4 The Client shall, during and after the period of any Contract bound by these Terms and Conditions keep Hartley McMaster Ltd and any subsidiary of Hartley McMaster Ltd, its and their employees and agents indemnified against any claim, demand, action or proceeding arising out of or in any way connected with the performance or non-performance, whether negligent or otherwise, and howsoever damage may be formulated, by or on behalf of Hartley McMaster Ltd of its said obligations, brought or instituted against Hartley McMaster Ltd, or any subsidiary of Hartley McMaster Ltd or its or their employees or agents by a third party.

13.3 In the event of any dispute or disagreement arising under any Contract bound by these Terms and Conditions the said dispute or disagreement shall be submitted to an Arbitrator appointed by Hartley McMaster Ltd and the Client jointly. The arbitrator shall decide the dispute in accordance with the Arbitration Act of 1950 and any amendments thereto and shall have all the powers conferred on an Arbitrator by the said Act. The parties hereby agree to the exclusion of all rights of appeal against the decision of such Arbitration to the extent permitted by the Arbitration Act 1979.

13.4 Any notice required to be given under these Terms and Conditions shall be presented at the address indicated within this document or to such other address as either party may substitute by written notice to the other. If presented by post it shall be deemed served 48 hours after recorded time of posting, and if by email or fax, it shall be deemed served at once.

14. ASSIGNMENT

14.1 Hartley McMaster Ltd will not voluntarily or by operation of law assign or otherwise transfer their obligations under these Terms without the prior written consent of the Client.

15. WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of these Terms by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

16. ENTIRE AGREEMENT

16.1 This Agreement encompasses the entire agreement of the Parties and supersedes all previous agreements and understandings between the two parties whether written or oral

17. SEVERABILITY

17.1 In the event that any of the provisions of this Agreement are held to be invalid, the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.

17.2 In relation to any illegal or unenforceable part of this Agreement, the Parties hereto agree to amend such part in such manner as may be requested from time to time by any of the Parties hereto provided that such proposed amendment is legal and enforceable and to the maximum extent possible carries out the original intent of the Parties in relation to that part.

18. THIRD PARTY RIGHTS

18.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

19. SCOPE AND LAW

19.1 This a contract bound by these Terms and Conditions shall be the entire contract between the parties in relation to the subject matter hereof to the exclusion of all previous or present representation understandings or agreements or warranties expressed or implied and may only be modified in writing signed by duly authorised representatives of the parties hereto.

19.2 These Terms and Conditions and any contract bound by them shall be interpreted in accordance with the Laws of England. The place of jurisdiction shall be England.



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