

eGOV Solutions Ltd – General Terms and Conditions

A. General Provisions

Definitions & Interpretation

- Capitalised terms have specific meanings set out in the contract.
- Words apply equally to singular/plural and all genders.
- References to laws include later amendments.
- Headings are for convenience only.

Contract Period

- The contract runs for the period set out in the Invitation to Tender unless terminated earlier.

Status of the Parties

- No partnership, employment, or agency relationship is created.

Entire Agreement

- These terms override all prior discussions or agreements.
- Liability for fraud is not excluded.

Notices

- Notices must be in writing.
 - Email, post, or fax are permitted.
 - Notices are deemed received:
 - 2 working days after posting, or
 - 4 hours after email/fax (if not returned).
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B. Provision of Services

Performance Standards

- Services must meet the specification and applicable law.
- Work must be carried out with reasonable skill, care, and diligence.
- Defective services must be corrected at no extra cost.

Equipment & Premises

- eGOV provides its own equipment unless agreed otherwise.
- Equipment is brought onto premises at eGOV's risk.
- Access to premises is non-exclusive and controlled by the Contracting Party.

Staff & Key Personnel

- Staff must be suitably qualified.
- Key personnel cannot be changed without approval.
- The Contracting Party can refuse access to premises for unsuitable staff.

Employment Restrictions

- eGOV must not recruit the Contracting Party's staff during the contract and for 12 months after.
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C. Payment & Pricing

Contract Price

- Prices are fixed for the initial contract term.
- VAT is charged separately.

Invoicing & Payment

- Invoices are submitted annually in advance.
- Payment is due within 30 days of an agreed invoice.
- The Contracting Party may withhold payment for poor or missing services.

Recovery of Sums

- The Contracting Party may deduct sums owed by eGOV from future payments.

Price Changes

eGov Solutions Ltd. Registered in England No. [11651414](#). Registered office: Zurich House, Hulley Road, Macclesfield, Cheshire, SK10 2SF

- Price increases during extensions are capped at CPI inflation.
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D. Legal & Statutory Compliance

- Anti-corruption laws must be complied with.
 - Equal opportunities and non-discrimination are mandatory.
 - Health & Safety laws apply at all times.
 - Environmental obligations must be observed.
 - Human Rights Act principles apply.
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E. Information, Data & IP

Data Protection

- GDPR applies.
- eGOV acts as Data Processor; the Contracting Party is the Controller.
- Data obligations continue indefinitely.

Confidentiality

- Confidential information must be protected.
- Disclosure is limited to what is strictly necessary.
- Breach allows immediate termination.

Freedom of Information

- eGOV must assist with FOI requests and not respond directly unless authorised.

Intellectual Property

- Pre-existing IP stays with its owner.
 - New IP belongs to:
 - The Contracting Party if provided by them
 - eGOV if created by eGOV
 - Licences must be granted where background IP is required.
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F. Contract Control

Assignment & Sub-contracting

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- No assignment or sub-contracting without approval.
- eGOV remains fully responsible for subcontractors.

Variations

- Service changes must be agreed in writing.
- Price changes must fairly reflect the variation.

Remedies for Poor Performance

- Price deductions
 - Step-in rights
 - Partial or full termination
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G. Liability & Insurance

Indemnities

- eGOV indemnifies the Contracting Party for losses caused by its actions.

Minimum Insurance Levels

- Employer's Liability: £5m
 - Public Liability: £10m
 - Professional Indemnity: £5m (where applicable)
 - Product Liability: £5m (where applicable)
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H. Termination

Immediate Termination

Allowed for:

- Insolvency
- Change of control
- Unremedied or serious breach

Termination for Convenience

- The Contracting Party may terminate at any time with **3 months' notice**.

Consequences of Termination

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- Handover assistance required.
 - Property and data must be returned.
 - Rights survive termination.
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I. Dispute Resolution

1. Good-faith negotiation (30 days)
 2. Mediation
 3. Arbitration or court action (as specified)
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J. Governing Law

- English law applies.
 - Courts of England and Wales have exclusive jurisdiction.
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K. Tax

- eGOV is responsible for all applicable UK tax and national insurance.
- eGOV indemnifies the Contracting Party against tax liabilities.