

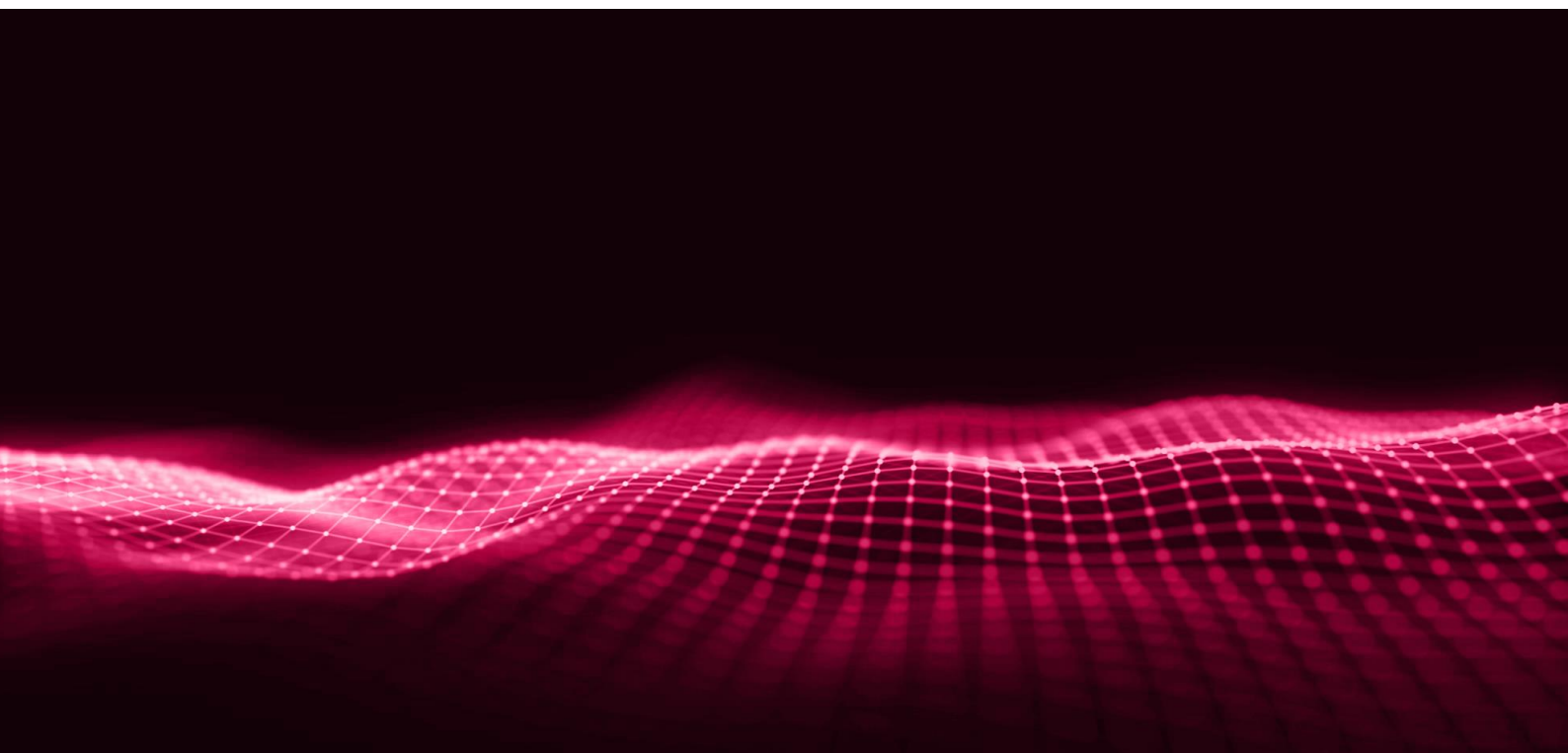


T&Cs V1.0

G-Cloud 15 RM1557.15

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1. Introduction

1.1. These terms of business set out the basis on which Squarcle Consulting Limited will undertake work, covered within the G-Cloud 15 Framework, using Call-Off Orders issued by the Buyer. By accepting a quotation from Squarcle, the Buyer agrees to accepting these terms of business and no other terms will be accepted.

2. General

2.1. These Terms and Conditions (“Terms”) shall form part of the Call-Off Contract(s) between the Buyer and Squarcle Consulting Limited (“the Supplier”) for the provision of the services set out in the Call-Off Contract unless otherwise agreed in writing by both the Buyer and the Supplier. The Call-Off Contract means the written proposal, engagement letter or call-off contract issued by the Buyer and the Suppliers acceptance thereof. All amendments to the Call-Off Contract, or these Terms & Conditions must be in writing and signed by or on behalf of the Buyer and the Supplier.

2.2. To the extent of any conflict between these Terms and Conditions and any provision contained in the Call-Off Contract then the Call-Off Contract terms and conditions take precedence.

2.3. Neither party may assign the Call-Off Contract in whole or in part without the prior written consent of the other party.

2.4. The Buyer acknowledges that the Supplier may determine the manner in which its services are provided so long as they are provided in a manner that is consistent with the Call-Off Contract.

2.5. The Buyer undertakes: (a) to provide the Supplier and its employees and sub-contractors with all necessary information, support and co-operation that may reasonably be required to enable the Supplier to carry out the Call-Off Contract; (b) to provide at no charge to the Supplier adequate office accommodation, a secure work space, telephone services and other facilities including access to the applicable equipment and systems of the Buyer to enable the employees and sub-contractors of the Supplier to perform the Call-Off Contract and any other obligations of the Supplier under the Call-Off Contract that need to be performed on site and further to allow full access to the areas in which the same are to be performed; and (c) to take all reasonable steps to ensure the health and safety of the Supplier’s employees and sub-contractors while they are at the Buyer’s site.

2.6. The Call-Off Contract represents the entire understanding and constitutes the whole agreement between the parties in relation to its subject matter and the parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied,



collateral, statutory or otherwise, between the parties in connection with the subject matter of this Contract except where the G-Cloud call-off Contract terms and conditions take precedence.

2.7. These Terms shall apply to the exclusion of any other terms and conditions on any order form or other document under which the Buyer accepts the Call-Off Contract. Furthermore, the Buyer acknowledges that any work undertaken by the Supplier in relation to the Call-Off Contract shall be deemed only to be in accordance with the terms of the Call-Off Contract and these Terms unless the parties have specifically otherwise agreed in writing.

2.8. Squarcle Consulting Limited reserve the right to make amendments to these terms and conditions and will provide updated copies to all interested parties as required.

3. Variations to the Contract

3.1. Upon the Framework Start Date, any changes the Buyer wishes to carry out must be agreed in writing and is subject to an additional fee. Squarcle reserves the right to change or supplement these terms, either generally or in relation to a particular matter, by notice in writing.

4. Customer's Rights

4.1. Squarcle grants the Buyer the right to receive Services from Squarcle which amount to:

- a) consultancy services; or
- b) technical support; or
- c) training;

4.2. Squarcle's G-Cloud 15 Services as listed on Digital Marketplace;

details of which are agreed in advance with a member of the Squarcle team. The agreed details form part of these terms.



5. Third Party Rights

Only the Buyer and Squarcle are party to this agreement and no other person and or organisations has a right to enforce these terms and conditions.

6. Fees, Payments and Expenses

- 6.1. The Fee is the amount agreed in writing between Squarcle and the Buyer prior to the Commencement Date of the Call-Off Contract.
- 6.2. Fees, which are quoted exclusive of VAT, will be charged on the basis set out in the Call-Off Contract. Fees will be invoiced at monthly intervals, unless agreed otherwise, in arrears, or at the completion of the Call-Off Contract if it is less than one month and are payable within 30 days of date of invoice.
- 6.3. The Supplier reserves the right to charge interest on any overdue sums, as well after as before any judgment, at the rate of 2% above the base rate of The Bank of England from time to time and varying accordingly from the due date until payment.
- 6.4. The Supplier's charges, unless agreed as fixed price, are fixed as per the Call-Off Contract Order Form for the duration of the Call-Off Contract.
- 6.5. Statements by the Supplier as to the total work time or total charges that may be involved in fulfilling the Call-Off Contract are supplied as estimates only and whilst all reasonable efforts are made to ensure their accuracy no liability will be accepted in respect thereof.
- 6.6. Any work carried out, under a time and material agreement, by any individual employee or sub-contractor on Saturdays, or weekdays in excess of 40 hours in any one week, or outside normal working hours (0830-1730) will be charged at one and a half times the equivalent hourly rate of the rates quoted. Sundays and bank holidays will be charged at two times the equivalent hourly rate of the rates quoted. No such work will be undertaken without the Buyer's prior written agreement.
- 6.7. The parties acknowledge that the fees / charges for the services delivered under this Contract have been calculated considering the recoverability or otherwise of the related input VAT. The parties agree that if a ruling or appellate body decision or change in HMRC practice results in a VAT liability for all or part of the services that differs from these assumptions, to the extent that Supplier's VAT recovery on costs attributable to the provision of the Services is reduced or improved as a result of the ruling, decision or change in HMRC practice, the fees (exclusive of any VAT) will be increased or reduced (as applicable) with effect from the date that the ruling, decision or change in HMRC practice has effect.
- 6.8. Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Buyer (who will be responsible for reimbursing, on demand, the Supplier's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in the Supplier recovering a larger sum from HMRC than it is potentially liable to pay HMRC, the Supplier shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant services already supplied, less additional VAT due to HMRC as a result of the decrease in the Supplier's input VAT recovery. The amount of VAT refunded to the Buyer shall be limited to the amount the Supplier receives from HMRC.



6.9. Expenses, travel and subsistence to be applied as per Squarcle's G-Cloud 15 SFIA Rate Cards document.

7. Confidentiality

7.1. Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement, including:

- a) the existence and terms of this agreement;
- b) the existence and terms of the Tender, the Call-Off Contract and Subcontract;
- c) any information developed by the parties in the course of the preparation and submission of the Tender; and
- d) any information that would be regarded as confidential by a reasonable businessperson, relating to:
 - i. the business, assets, affairs, buyers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the Group to which the disclosing party belongs); and
 - ii. the operations, processes, product information, knowledge, designs, trade secrets or software of the disclosing party (or of any member of the Group to which the disclosing party belongs).

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

7.2. Squarcle agrees not disclose to any third party any confidential information acquired as a result of the Buyers instructions unless:

- a) it is agreed in writing; or
- b) it is necessary to comply with any legal obligations in the UK or elsewhere.

Squarcle will not pass to the Buyer or for its benefit any confidential information that has been obtained from any other person or company.

8. Publicity

8.1. No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the Call-Off Contract, the Project, the Main Contract or the Subcontract, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

9. Intellectual Property Rights

9.1. This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party in the preparation of the Tender or in respect of the Project, the Call-Off Contract or the Subcontract (Created IPR) shall be owned by that party.



9.2. Each Party shall retain ownership of its Background Intellectual Property. Each Party grants to the other a non-exclusive, royalty-free licence to use its Background Intellectual Property solely for the purposes of performing and receiving the Services under the relevant Call-Off Contract.

9.3. Unless otherwise expressly stated in the applicable Call-Off Contract, all Foreground Intellectual Property shall remain the property of the Supplier. The Supplier grants the Buyer a perpetual, worldwide, royalty-free, non-exclusive licence to use, reproduce and adapt the Foreground Intellectual Property for the Buyer's internal business purposes.

9.4. The Buyer confirms that any designs or instructions it gives to the Supplier will not cause the Supplier to infringe anyone else's intellectual property rights (such as copyrights, patents, or registered designs). If the Supplier does infringe someone's rights because it followed the Buyer's designs or instructions, the Buyer will fully compensate the Supplier for any losses, costs, claims, or expenses that result.

9.5. Where there is any conflict between this clause and the Intellectual Property provisions of a Call-Off Contract, the Intellectual Property provisions of the Call-Off Contract shall take precedence.

10. Data Protection

10.1. In order for the Supplier to carry out the Services, the Supplier is granted specific consent to process information disclosed by the Buyer about the Buyer's employees, agents, contractors or other individuals whose details the Buyer discloses.

10.2. The Suppliers Data Protection Policy sets out the obligations of Squarcle Consulting Ltd, a company registered in England and Wales under number 12527609, whose registered office is at Unit G01, 30 Queen Charlotte Street, Bristol, BS1 4HJ ("Squarcle") regarding data protection and the rights of staff, clients and business contacts ("data subjects") in respect of their personal data under Data Protection Law (all legislation and regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, UK General Data Protection Regulation (GDPR), the Data Protection Act 2018, and any successor legislation or other directly applicable regulation relating to data protection.

10.3. The Squarcle Data Protection Policy sets the Suppliers obligations regarding the collection, processing, transfer, storage, and disposal of personal data. The procedures and principles set out herein must always be followed by Squarcle, its employees, agents, contractors, or other parties working on behalf of Squarcle.



11. Anti-bribery

11.1. Each party shall in relation to this agreement:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements);
- b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement.

12. Liability

12.1. Nothing in this Contract shall limit or exclude either Party's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot legally be limited or excluded.

12.2. Subject to Clause 12.1, the Supplier's total aggregate liability to the Buyer in connection with this Contract (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall be limited to a sum equal to 100% of the Charges paid or payable under the applicable Call-Off Contract in the twelve (12) months preceding the event giving rise to the claim.

This liability cap shall apply to all claims arising under or in connection with the Call-Off Contract.

12.3. To the maximum extent permitted by law, the Supplier shall not be liable for the following types of loss, whether direct or indirect:

- a) loss of profit;
- b) loss of revenue;
- c) loss of business or contracts;
- d) loss of anticipated savings;
- e) indirect or consequential loss.

12.4. The Supplier shall not be liable for any failure or delay in performance to the extent caused by:

- a) the Buyer's failure to provide information, access, approvals, or instructions in a timely manner;
- b) reliance on information or materials supplied by the Buyer that are incomplete, inaccurate, or misleading.

12.5. The Supplier shall not be liable for the acts or omissions of third parties engaged by the Buyer, except where expressly required by the Contract.



13. Indemnity

13.1. The Buyer shall fully indemnify and keep the Supplier indemnified against all claims, actions, costs, expenses, (including court costs and fees) or other liabilities arising out of or incidental to the due performance of the contract by the Supplier, including but not limited to breach or infringement of any third party intellectual property rights where the Buyer has held itself out to be owner or licensee of such rights.



14. Force majeure

14.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving five days' written notice to the affected party.

15. Personnel

15.1. The Supplier expects to be able to maintain continuity of personnel over the course of the Call-Off Contract. However, when necessary, the Supplier shall as soon as reasonably practicably use its reasonable endeavours to substitute consultants with equivalent experience or skills.

15.2. Each party undertakes that it shall not, without the other's prior written consent either during or within six months after the termination or expiry of the Call-Off Contract, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee or sub-contractor for the other engaged in operating or providing services under or administering, supervising or orchestrating the fulfilment of the Call-Off Contract.

15.3. The Supplier acknowledges that the Buyer has the right in the interests of security to exclude any person including any employee servant or agent of the Supplier from the Buyer's premises. The decision as to whether a particular employee, servant or agent of the Supplier shall be so excluded shall be taken at the sole discretion of the Buyer.

16. Termination

16.1. The Buyer may at any time terminate the Contract by giving the Supplier not less than 30 days' prior written notice.

16.2. The Supplier shall have the right by giving notice in writing to the Buyer to terminate the Call-Off Contract forthwith and at any time if the Buyer commits any breach of the Call-Off Contract or if any sum payable under the Call-Off Contract or any other sum due from the Buyer is in arrears and unpaid for a period of 90 days after it shall become due.

16.3. Early termination of the Call-Off Contract shall be without prejudice to any other rights or remedies a terminating party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either party nor any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

16.4. The Buyer is liable to pay the supplier for the services delivered up to the time of termination, at the rate(s) agreed. In the case of part fulfilment of a deliverable the Buyer shall be liable to pay a fair percentage of the deliverable achieved before termination.



17. Invalidity

17.1. If any provision of the Call-Off Contract shall be found by any court or administrative body of competent authority to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Call-Off Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

18. Governing Law, Jurisdiction and Disputes

18.1. If a dispute arises out of or in connection with the Call-Off Contract, the Parties shall first attempt in good faith to resolve the dispute through informal discussion between their contract managers.

If the dispute is not resolved within 10 Working Days, it shall be escalated to senior management of both Parties, who shall meet (in person or remotely) to seek resolution.

If the dispute remains unresolved after a further 20 Working Days, either Party may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, unless the Parties agree otherwise.

Nothing in this clause shall prevent either Party from seeking urgent injunctive relief through the courts.

18.2. This Contract and any dispute or claim arising out of it shall be governed by the law of England and Wales, and subject to the exclusive jurisdiction of the courts of England and Wales.

19. Complaints

The Supplier will manage any complaints / disputes in a fair, timely and professional manner. The Supplier will work in good faith to resolve issues through discussion and escalation where necessary and will cooperate fully with the Buyer to minimise disruption to services. If a complaint / dispute cannot be resolved informally, the Supplier will support formal resolution through agreed contractual procedures, including mediation where appropriate. Complaints to be email to enquiries@squarcle.co.uk



Contact us

Squarcle

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