



Terms and Conditions

G-Cloud 15, Cloud Support
(Planning; Setup & Migration)

Searchlight Consulting is a trading name of Searchlight Business Services Limited

October 2025

CONTENTS	PAGE
1 DEFINITIONS AND INTERPRETATION	3
2 PRECEDENCE	5
3 DURATION	6
4 APPOINTMENT TO PROVIDE SERVICES	6
5 PROJECT MANAGEMENT	6
6 SBS OBLIGATIONS	7
7 CLIENT OBLIGATIONS	7
8 CHARGES AND PAYMENT	8
9 WARRANTIES	9
10 INTELLECTUAL PROPERTY	9
11 CONFIDENTIALITY	10
12 DATA PROTECTION	11
13 LIMITATION OF LIABILITY	13
14 TERMINATION	13
15 FORCE MAJEURE	14
16 EMPLOYMENT STATUS, TUPE & NON-SOLICITATION	16
17 ASSIGNMENT	16
18 NOTICES	17
19 DISPUTES	18
20 GENERAL	19
Schedule 1 : statements of work	22
Schedule 2 : charges and payment terms	25

THIS AGREEMENT is made on [**ENTER DATE**] 20[]

BETWEEN:

- (1) **SEARCHLIGHT BUSINESS SERVICES LIMITED (Searchlight Consulting is the trading name of Searchlight Business services)** incorporated and registered in England and Wales with company number **8932514** whose registered office is at Leeward House, Fitzroy Road, Exeter Business Park, Exeter EX1 3LJ ("**SBS**"); and
- (2) [**ENTER FULL COMPANY NAME OF CLIENT**] a company incorporated in [England and Wales] (registered number [**ENTER REGISTERED NUMBER**]) whose registered office is at [**FULL ADDRESS**] ("**Client**").

WHEREAS

- (A) The Client requires SBS to provide [**ADD NATURE OF SERVICE**] services to it under this Agreement and as more particularly set out under each Statement of Work.
- (B) SBS has agreed to provide the Client the services set out under Recital A in accordance with the terms of this Agreement and the Statement of Works.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following words and expressions shall have the following meanings:

"Agreement" means this master services agreement for the supply of Services entered into by the Client and SBS, incorporating the Schedules and such other documents as are expressly incorporated;

"Business Day" means any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

"Charges" means the charges for the Services calculated in accordance with Schedule 2 (Charges and Payment Terms);

"End Client" means the customer of the Client for whom the Services are to be performed, as identified in a Statement of Work;

"Confidential Information" all information whether technical or commercial (including all models, techniques, source code, specifications, reports, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;

"Controller", "data controller", "processor", "data processor", "data subject", "personal data", "processing" and "appropriate technical and organisational measures" have the meanings as set out in the Data Protection Legislation in force at the time.

"Data Protection Legislation" means (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679)

(GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017- 2019, once it becomes law.

"**Effective Date**" means the date of this Agreement;

"**Force Majeure**" has the meaning set out in Clause 15.1;

"**Intellectual Property Rights**" means all intellectual property rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights), including patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (including rights in computer software), know-how and topography rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.

"**Normal Business Hours**" 09:00 to 17:00 local UK time on any Business Day

"**Output Deliverable**" means any report, document, data, design or any other material (whether written or machine readable), which is developed specifically for the Client under the contract.

"**Permitted Recipients**" means the parties to this agreement and their employees, consultants and contractors who are involved in the Services.

"**SBS IPR**" means all Intellectual Property Rights in any pre-existing materials, methodologies, ideas or documents that have been prepared prior to this Agreement by SBS or during this Agreement which in any event comprise SBS's tools of trade.

"**Personnel**" means SBS's employees, agents, consultants and sub-contractors and the employees, agents and consultants of its sub-contractors and any other persons who provide or are involved in the provision of the Services;

"**Services**" means the **[SET OUT NATURE OF SBS SERVICES]** services referred to in Clause 4 to be performed by SBS for the Client pursuant to and in accordance with a Statement of Work;

"**Statement of Work**" means a statement of work for Services substantially in the form set out in Annex A to Schedule 1 (Statements of Work), agreed by the parties from time to time in accordance with Clauses 5.4 and 5.5 and Schedule 1 (Statements of Work) and governed by the terms of this Agreement;

"**Term**" has the meaning set out in Clause 3; and

"**Year**" means each period of twelve (12) months following the Effective Date and each anniversary thereof.

- 1.2. In this Agreement references to any statute, statutory provision, subordinate legislation, regulations, orders, code or guideline ("**legislation**") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
- 1.3. Unless expressly stated otherwise in this Agreement, a reference to "**writing**" does not include email.

- 1.4. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5. Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.6. References to Clauses and Schedules are (unless otherwise provided) references to the clauses of, and schedules to, this Agreement.

2. PRECEDENCE

- 2.1. The documents comprising this Agreement shall have the following order of precedence. If there is any conflict or inconsistency between the documents the document appearing higher on this list shall prevail:
 - 2.1.1. any Statements of Work entered into by the parties in accordance with this Agreement;
 - 2.1.2. Clauses 1 to 20 of this Agreement; and the Schedules to this Agreement.

3. DURATION

This Agreement shall commence on the Effective Date and shall continue for an initial period of [2] [Years] from the Effective Date and subject always to earlier termination pursuant to Clauses 14 or 15.6 shall continue after the end of such initial period until terminated by either party giving to the other not less than [3] months' notice in writing to expire at the end of, or at any time after, the initial period (the "**Term**").

4. APPOINTMENT TO PROVIDE SERVICES

The Client appoints SBS on [an exclusive] **OR** [non-exclusive] basis to provide the Services to the Client during the Term.

5. ACCOUNT MANAGEMENT

- 5.1. Each party shall appoint a representative to manage and co-ordinate the performance of its obligations under this Agreement and shall have the authority to represent and bind the relevant party (a "**Relationship Manager**"). Each party shall use reasonable endeavours to ensure that the same person acts as their respective Relationship Manager throughout the Term, but may replace him from time to time where reasonably necessary and on written notice to the other party.
- 5.2. The parties' respective Relationship Managers shall meet not less than [once per **ENTER PERIOD**] (such a meeting may be held over the telephone):
 - 5.2.1. to discuss progress in relation to the Services; and
 - 5.2.2. to discuss any other performance issue raised by either party.

- 5.3. The parties' respective Relationship Managers (or such other persons as are authorised by the respective parties) shall discuss in good faith: (i) each request for Services from the Client; and (ii) each proposal of Services from SBS in accordance with Schedule 1 (Statements of Work).
- 5.4. The Services to be provided by SBS to each Client shall be described in a specification of Services in a fully executed Statement of Work prior to commencement of the Services.
- 5.5. A fully executed Statement of Work must be signed by the parties' respective Relationship Managers or other authorised representatives of both the Client and SBS. SBS will prepare the written Statement Work for the Client's approval in the form of the sample template at Annex A to Schedule 1 (Statements of Work) and will incorporate the provisions of this Agreement and contain, at a minimum, the information set out in the sample template which is applicable to the project and/or any Services to be provided thereunder.

6. SBS OBLIGATIONS

- 6.1. SBS shall use reasonable endeavours to provide the Services to the Client in accordance with the Statement of Work in all material respects.
- 6.2. SBS shall use reasonable endeavours to meet any performance dates specified in the Statement of Work and (unless otherwise expressly agreed by the parties in writing) any such dates shall be estimates only and time for performance by SBS shall not be of the essence of this Agreement.
- 6.3. Unless otherwise expressly agreed by the parties in writing, SBS reserves the right to substitute any nominated team member for any alternative team member whom SBS reasonably considers to be appropriately qualified, subject to giving the Client not less than 30 days' notice of any such change.
- 6.4. SBS shall determine the appropriate method and manner of performance of the Services together with the location and timing of performance of the Services but shall have due regard to the reasonable requests of the Client and the documented project requirements.

7. CLIENT OBLIGATIONS

- 7.1. The Client shall:
 - 7.1.1. co-operate with SBS in all matters relating to the Services;
 - 7.1.2. grant SBS and its Personnel reasonable access, in a timely manner, to the Client's site, systems, facilities, space or personnel as is reasonably required from time to time for SBS to perform its obligations under this Agreement;
 - 7.1.3. without prejudice to the generality of Clause 7.1.1, comply with any specific obligations identified in respect of the Client in a Statement of Work;
 - 7.1.4. provide SBS in a timely manner with such information and records in its possession, which the Client is reasonably able to provide and is reasonably required by SBS in order to carry out its obligations under this Agreement;
 - 7.1.5. ensure, in so far as it is reasonably able, that such information and records

as are provided pursuant to Clause 7.1.4 are sufficiently accurate and complete to enable SBS to provide the Services;

- 7.1.6. inform SBS of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client premises at which the Services are to be provided; and
- 7.1.7. inform SBS of all security requirements that may apply in respect of the relevant Client's sites or computer systems as may apply or be required for the Services to be provided.
- 7.2. Without prejudice to the generality of Clause 7.1, the Client shall fulfil, or procure the fulfilment of, any dependencies set out in a Statement of Work (if applicable).
- 7.3. SBS shall not be in breach of this Agreement and shall not be liable for any delay, failure to deliver the Services or any other failure to perform its obligations under this Agreement to the extent that such breach or failure is caused by the Client's failure to comply with Clauses 7.1 and 7.2.

8. CHARGES AND PAYMENT

- 8.1. In consideration of the provision of the Services by SBS, the Client shall pay the Charges as set out in Schedule 2 (Charges and Payment Terms) and/or the applicable Statement of Work which shall be on a time and materials basis.
- 8.2. The Charges shall be payable by the Client to SBS in accordance with Schedule 2 (Charges and Payment Terms) and, where applicable, shall not be conditional on payment by the End Client to the Client.

9. WARRANTIES

- 9.1. Each of the parties warrants, represents and undertakes to the other that:
 - 9.1.1. it has full power and authority to enter into and perform this Agreement; and
 - 9.1.2. this Agreement is executed by a duly authorised representative of that party.
- 9.2. Subject to Clause **Error! Reference source not found.**, SBS warrants and represents and undertakes that:
 - 9.2.1. it shall perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards for the Services;
 - 9.2.2. in fulfilling its obligations hereunder, it shall comply with all laws and regulations (including those relating to the processing of personal data) which may be applicable from time to time;
 - 9.2.3. it has obtained all necessary consents and licences to provide the Services.
- 9.3. Save as provided in this Agreement, all representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law. Nothing in this Clause shall limit or exclude the liability of SBS for fraud or fraudulent misrepresentation.

10. INTELLECTUAL PROPERTY

- 10.1. Save as otherwise expressly provided in this Agreement (or under any Statement of Work), neither SBS nor the Client shall receive any right, title or interest in or to

- the Intellectual Property Rights of the other party, whether that relates to know-how, materials, documentation and/or reports existing prior to date of this Agreement or specifically created by either party for the other party under this Agreement (or under any Statement of Work) during the Term.
- 10.2. Notwithstanding the generality of the foregoing, the Client acknowledges and agrees that SBS will retain absolute ownership of the SBS IPR at all times. SBS will grant the Client a perpetual non-exclusive and non-transferable licence to use the SBS IPR solely for the Client's internal business and subject to Clause 11. SBS shall not be liable for any use by any person of SBS IPR other than for the specific purposes set out and permitted for under this Agreement (including any Statement of Work).
- 10.3. The Client hereby grants to SBS (and shall procure the grant to SBS of) a royalty-free, non-transferable, non-exclusive licence during the Term to use the information, know-how, software and materials provided or made available by the Client to SBS under or in connection with this Agreement solely to the extent necessary to perform its obligations under this Agreement.
- 10.4. Subject to Clause 10.2 and 10.5, the parties acknowledge and agree that where expressly provided for in a Statement of Work, the Intellectual Property Rights in the Output Deliverable shall vest in the Client.
- 10.5. The Client hereby grants SBS an irrevocable non-exclusive perpetual license to use, reproduce, display and prepare derivatives of the Output Deliverable subject to Clause 11.

11. CONFIDENTIALITY

- 11.1. Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 11.2. Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 11.3. The obligations set out in this Clause 11 shall not apply to Confidential Information which the receiving party can demonstrate:
- 11.3.1. is or has become publicly known other than through breach of this Clause 11;
 - 11.3.2. was in possession of the receiving party prior to disclosure by the other party;
 - 11.3.3. was received by the receiving party from an independent third party who has full right of disclosure;
 - 11.3.4. was independently developed by the receiving party; and/or
 - 11.3.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement to the extent permitted to do so by law.

11.4. The obligations of confidentiality in this Clause 11 shall not be affected by the expiry or termination of this Agreement.

12. DATA PROTECTION

- This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (**Data Discloser**) may disclose to the other party (**Data Recipient**) personal data collected by the Data Discloser for the purposes set out in this Agreement or any Statement of Work.
- Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
 - Each party shall, where it is acting as a Data Discloser ensure that it has all necessary notices and consents in place to enable lawful transfer of the personal data to the Permitted Recipients;
- Each party shall, where it is acting as a Data Recipient:
 - process the personal data only in so far as required to comply with obligations in this Agreement or any Statement of Work;
 - not disclose or allow access to the personal data to anyone other than the Permitted Recipients;
 - ensure that all Permitted Recipients are subject to obligations concerning the personal data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - not transfer any personal data received from the Data Discloser outside the European Economic Area unless the transferor:
 - *complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and*
 - *ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.*
- Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular where personal data is shared between the parties each party shall:
 - promptly inform the other party about the receipt of any data subject access request;
 - provide the other party with reasonable assistance in complying

with any data subject access request;

- not disclose or release any personal data in response to a data subject access request without first consulting the other party wherever possible;
- assist the other party 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;
- notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- at the written direction of the Data Discloser, delete or return personal data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

13. LIMITATION OF LIABILITY

- 13.1. Nothing in this Clause 13 shall limit either party's liability for death or personal injury resulting from their negligence or for fraud.
- 13.2. Subject to Clause 13.1, each party shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- 13.2.1. any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings;
 - 13.2.2. any loss of goodwill or reputation;
 - 13.2.3. any indirect or consequential losses; or
 - 13.2.4. loss or corruption of data or information;
 - 13.2.5. any loss suffered or incurred by the other arising out of or in connection with any matter under this Agreement.
- 13.3 Subject to Clause 13.1, the total liability of SBS for any successful claim by the Client arising under or in connection with this Agreement in any Year during the Term, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to 100% of the Charges paid by the Client to SBS in that Year.

14. TERMINATION

- 14.1. Either party may terminate this Agreement in its entirety or, in the case of specific Services, the relevant Statement of Work (as the case may be), immediately at any time by written notice to the other party if:
- 14.1.1. that other party commits any material breach of its obligations under this Agreement which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied; or
 - 14.1.2. that other party:
 - ceases to trade (either in whole, or as to any part or division involved in the performance of this Agreement);
 - becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party;

a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

14.2. On expiry or termination of this Agreement:

14.2.1. each party shall deliver to the other party all documents and materials containing the other party's Confidential Information or Intellectual Property Rights or any other data or information disclosed or supplied by the other party under or in connection with this Agreement or, at the other party's written request and option, destroy them and provide evidence of their destruction to the other party; and

14.2.2. the parties shall have no further obligations or rights under this Agreement, without prejudice to those which have accrued to either party prior to termination or expiry save that Clauses 1, 2, , 11, 12, 13, 14.2, 16, 17, 18, 19 and 20 together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of this Agreement, shall continue to have effect after such expiry or termination.

15. FORCE MAJEURE

15.1. Neither party shall be liable to the other party for any delay in or failure to perform any or all of its obligations under this Agreement if the delay or failure is due to circumstances beyond its reasonable control including, without limitation, war or terrorist activity, acts of God, civil commotion, **INTERRUPTION OR FAILURE IN COMMUNICATIONS NETWORKS AND FACILITIES, (INCLUDING THE INTERNET) AND INTERRUPTION OR FAILURE OF UTILITY SERVICE ("Force Majeure")**.

15.2. Notwithstanding anything else contained in this Agreement neither party shall be liable to the other for any loss arising from any failure or delay in performing its obligations hereunder if such failure or delay is caused by Force Majeure.

15.3. Notwithstanding the foregoing in Clause 15.2, this Agreement will remain in full force and effect for the duration of the Force Majeure subject to Clause 15.6 and the parties shall use all reasonable endeavours to perform or resume performance of such obligations hereunder for the duration of the Force Majeure.

15.4. If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part, it shall promptly notify the other party of the reasons for the delay and the likely duration of the delay.

- 15.5. Immediately after the end of the Force Majeure the affected party shall notify the other party in writing that the Force Majeure has ended and shall resume performance of its obligations under this Agreement.
- 15.6. If either party is prevented from performance of substantially all of its obligations by Force Majeure for a continuous period of more than [three (3)] months in total, the other party may terminate this Agreement in its entirety or, in the case of specific Services, the relevant Statement of Work (as the case may be) immediately on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

16. EMPLOYMENT STATUS, TUPE and NON-SOLICITATION

- 16.1. *The relationship of SBS to the Client will be that of independent contractor and nothing in this Agreement shall render SBS (nor its Personnel) an employee, worker, agent or partner of the Client and SBS shall not hold itself out as such.*
- 16.2. Each party retains sole responsibility for the direction, control and compensation of its personnel and contractors. Each party will indemnify the other against any claims brought by its personnel or contractors relating to employment, tax, national insurance, or otherwise.
- 16.3. *The Client warrants, represents and undertakes that, as at the Effective Date, no employee or worker of the Client (or those of any contractor) is wholly or mainly engaged in the provision of services to the Client are equivalent or substantially the same as the Services to be performed by SBS and accordingly the parties acknowledge and agree that they do not believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 shall apply to any such employees or workers as at the Effective Date.*
- 16.4. The Client shall not, except with the prior written consent of SBS, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of SBS any person employed or engaged by SBS in the provision of the Services at any time during the Term other than by means of a national advertising campaign open to all-comers and not specifically targeted at any of the staff of SBS.

17. ASSIGNMENT

- 17.1. Subject to Clause 17.2, neither party may assign, sub-contract or otherwise transfer any of its rights and obligations under this Agreement, in whole or in part or any benefit or interest in it without obtaining the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 17.2. SBS shall be entitled to sub-contract any of its obligations under his Agreement.

18. NOTICES

18.1. Any notice given or made under this Agreement shall be in writing and in English and signed by or on behalf of the party giving it and shall be served by hand delivering it or sending it by prepaid first class recorded delivery (including without limitation special delivery) or first class registered post or, in the case of an address for service outside the United Kingdom, prepaid international recorded airmail to the address and for the attention of the relevant party set out in Clause 18.2 (or as otherwise notified by that party under this Clause). Any notice shall be deemed to have been received:

18.1.1. if hand delivered or sent by prepaid first class recorded or registered post or prepaid international recorded airmail, at the time of delivery;

18.1.2. if sent by first class post (other than by prepaid recorded or registered post), two (2) days from the date of posting; and

18.1.3. if sent by airmail (other than by prepaid international recorded airmail), five (5) days from the date of posting;

provided that if deemed receipt occurs before 9.00a.m. on a Business Day the notice shall be deemed to have been received at 9.00a.m. on that day, and if deemed receipt occurs after 5.00p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00a.m. on the next Business Day.

18.2. The addresses of the parties for the purposes of Clause 18.1 are:

SBS:

Address: PO Box 188, Tiverton EX16 0DH

For the attention of: Alex Forward (alex.forward@searchlightconsulting.co.uk)

With copies to:

Client:

Address: []

For the attention of: []

With copies to: []

or such other address as may be notified in writing from time to time by the relevant party to the other party. Any change to the place of service shall take effect five (5) Business Days after notice of the change is received or (if later) on the date (if any) specified in the notice as the date on which the change is to take place.

18.3. For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by email.

19. DISPUTES

19.1. Subject to the provisions of Clause 19.2, any dispute arising under, or in connection with this Agreement shall be dealt with in accordance with this Clause 19, and neither the Client nor SBS shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the Courts in connection with any such dispute, until the procedures set out in this Clause 19 have been exhausted.

19.2. Clause 19 shall be without prejudice to the rights of termination stated in Clauses 14 and 15.6 and in addition shall not prevent the Client or SBS from

- applying for injunctive relief in the case of:
- 19.2.1. breach or threatened breach of confidentiality;
 - 19.2.2. infringement or threatened infringement of its Intellectual Property Rights;
or;
 - 19.2.3. infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Client or SBS to liability.
- 19.3. All disputes between the Client and SBS arising out of or relating to this Agreement shall be referred by [**SBS'S FIRST POINT OF CONTACT**] or [**CLIENT TO ENTER ITS FIRST POINT OF CONTACT**] to the other for resolution.
- 19.4. If any dispute cannot be resolved pursuant to the provisions of Clause 19.3 within ten (10) Business Days, that dispute shall be referred to the [**SBS'S SECOND POINT OF CONTACT**] and [**CLIENT TO ENTER ITS SECOND POINT OF CONTACT**] for resolution.
- 19.5. If any dispute cannot be resolved pursuant to the provisions of Clause 19.4 within ten (10) Business Days, the parties will negotiate in good faith to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (a "**Mediation Notice**") to the other party(ies) to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of the Mediation Notice. No party may commence any court proceedings under Clause 20.7 in relation to the dispute until it has attempted to settle the dispute by mediation in accordance with this clause and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

20. GENERAL

- 20.1. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and neither party shall have authority to bind the other in any way.
- 20.2. No provision of this Agreement or any Statement of Work shall be modified or varied without the written consent of the parties. For the avoidance of doubt, no modification or variation of this Agreement or any Statement of Work shall be valid if made by email.
- 20.3. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 20.4. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this

- Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 20.5. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into the Agreement or any Statement of Work, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement and/or Statement of Work (as appropriate). Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Clause it might otherwise have had in relation to any of the foregoing.
- 20.6. The only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and neither party shall be liable in tort or otherwise arising from such breach. Nothing in Clause 20.5 and this Clause 20.6 shall limit or exclude any liability for fraud.
- 20.7. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and, subject to Clause 19, each party irrevocably submits to the exclusive jurisdiction of the English courts.
- 20.8. This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Agreement is not effective until each party has executed at least one counterpart.

THIS AGREEMENT has been executed by or on behalf of the parties on the date first written above.

Signed for and on behalf of
**SEARCHLIGHT BUSINESS
 SERVICES LIMITED**

.....
 Print name.....

Signed for and on behalf of **[ENTER
 CLIENT'S FULL COMPANY NAME]**

.....
 Print name.....

SCHEDULE 1: STATEMENTS OF WORK

1. Where a written request for Services is received from the Client, SBS shall, unless otherwise agreed, submit a Statement of Work to the Client or inform the Client in writing that SBS is not able to comply with such written request for the Services.
2. Each Statement of Work shall co:
 - (a) the full details of the Services;
 - (b) duration of the Services and any timescales;
 - (c) the Charges, including, without limitation, specifying whether the Services are provided in consideration for any pre-agreed fixed charges and/or specifying fees for the Services that are in addition to such pre-agreed fixed charges;
 - (d) a timetable for implementation;
 - (e) the date of expiry of validity of the Statement of Work;
 - (f) provision for signature of the Statement of Work by the Client and SBS.
3. Once signed by the Client and SBS as above, SBS shall perform the Services specified in the Statement of Work.

ANNEX A: FORM OF STATEMENT OF WORK

This Statement of Work is dated **[INSERT DATE]** and is entered into pursuant to and incorporated into the terms and conditions set out in, the Agreement for the Supply of Services dated **[INSERT DATE]** between **SEARCHLIGHT BUSINESS SERVICES LIMITED** and **[ENTER CLIENT NAME]**.

Client Name:	[INSERT CLIENTNAME]
Sequential Number (and Version Number if relevant):	[INSERT STATEMENT OF WORK NUMBER AND VERSION NUMBER STARTING AT 001.1]

A. SERVICES

[INSERT A DESCRIPTION OF THE SERVICES TO BE PROVIDED (INCLUDING SPECIFICATION AND TIMESCALES)]

B. DURATION OVER WHICH THE SERVICES ARE TO BE PROVIDED

C. CLIENT OBLIGATIONS AND DEPENDENCIES

[INSERT ANY CLIENT OBLIGATIONS, DEPENDENCIES, ASSUMPTIONS]

D. CHARGES

[ADDITIONAL CHARGES SHOULD BE SET OUT, INCLUDING ANY FIXED PRICES OF PRICES ON A TIME AND MATERIALS BASIS]

E. CLIENT/CLIENT CONTACT INFORMATION

[INSERT ANY CONTACT DETAILS FOR THE CLIENT OR CLIENT REPRESENTATIVES]

F. SUPPORTING INFORMATION

[INSERT ANY ADDITIONAL DETAILS OR REQUIREMENTS]

THIS STATEMENT OF WORK has been executed by or on behalf of the parties on the date first written at the beginning of it.

Signed for and on behalf of
**SEARCHLIGHT BUSINESS
SERVICES LIMITED**

.....
Print name.....

Signed for and on behalf of **[ENTER
CLIENT'S FULL COMPANY NAME]**

.....
Print name.....

SCHEDULE 2: CHARGES AND PAYMENT TERMS**PART 1: PAYMENT TERMS****1. GENERAL**

- 1.1 Paragraph 2 shall apply if SBS provides Services on a time and materials basis.
- 1.2 SBS shall invoice the Client for payment of the Charges on or after the due dates for the Charges. All payments referred to in this Agreement are stated exclusive of any value added tax and all other similar taxes and duties payable in respect of such payments. The Client shall pay to SBS at the time that the payment becomes due an amount equal to any value added tax properly chargeable upon such payment.
- 1.3 Payment shall be made by the Client in Pounds Sterling within thirty (30) days of the date of each invoice to a bank account nominated in writing by SBS.
- 1.4 If the Client fails to pay by the due date any amount payable by it under this Agreement, SBS shall be entitled but not obliged to charge the Client interest on the overdue amount, payable by the Client immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time together with fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002.
- 1.5 Without prejudice to any other right or remedy that SBS may have, if the Client fails to pay SBS on the due date, SBS may suspend the Services until payment has been made.
- 1.6 Subject to paragraph 1.7, all amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Client shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature whatsoever against SBS in order to justify withholding payment of any such amount in whole or in part.
- 1.7 SBS may, without prejudice to any other rights it may have, set off any liability of the Client to SBS against any liability of SBS to the Client.

2. TIME AND MATERIALS

- 2.1 Where Services are provided on a time and materials basis:
 - (a) unless otherwise agreed in writing by the parties, the Charges payable for the Services shall be calculated in accordance with SBS's standard daily fee rates set out in Schedule 2, Part 2 (Charges) and/or a Statement of Work as amended in accordance with paragraph 4 of this Schedule 2, Part 1 (Payment Terms) (as applicable);

- (b) SBS's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, during Normal Business Hours (0900 to 1700 on any Business Day).
- 2.2 SBS shall be entitled to charge an overtime rate of [100]% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in paragraph 2.1(b).
- 2.3 SBS shall ensure that every individual whom it engages on the Services completes time entries on SBS's time recording system recording time spent on the Services, and SBS shall use such time entries to calculate the Charges covered by each monthly invoice referred to in paragraph 2.4.]
- 2.4 SBS shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with value added tax where appropriate) for the month concerned. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

3. **EXPENSES**

Any fixed price and daily rate excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom SBS engages in connection with the Services; the cost of any materials; and the cost of services reasonably and properly provided by third parties and required by SBS for the supply of the Services.

4. **VARIATION IN CHARGES**

- 4.1 SBS shall be entitled (but not obliged) upon [each anniversary] of the Effective Date to adjust the Charges by giving the Client not less than [**ENTER PERIOD**] [days'] prior written notice before such revised Charge is applied provided that:
 - (a) such increase shall not exceed the greater of (i) 5%; or (ii) a percentage equal to the percentage increase in the Retail Price Index provided by the Office for National Statistics during the previous 12 months; and
 - (b) no increase shall in respect of the current price list be made until a period of not less than 12 months has elapsed since the date on which the immediately preceding increase came into effect.

PART 2: CHARGES

[**ENTER DETAILS OF DAILY RATES ETC. AS APPROPRIATE**] – Reference Rate Card