

1. DEFINITIONS The following expressions shall have the following meanings:

1.1 “Consultant” means RSV Solutions Ltd of Kemp House, 152-160 City Road, London, EC1V 2NX.

1.2 “Client” means any Buyer who purchases Services from the Consultant.

1.3 “Proposal” means a quotation or other similar document describing the Services.

1.4 “Services” means the consultancy services as described in the Proposal.

1.5 “Terms and Conditions” means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Consultant

1.6 “Agreement” means the G-Cloud 13 contract between the Consultant and the Client for the provision of the Services incorporating these Terms and Conditions;

1.7 “Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;

1.8 “Arbitrator” is the party nominated to resolve a dispute between the Consultant and the Client.

2. GENERAL

2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Consultant to the Client and shall supersede any other documentation or communication between parties.

2.2 Any variation to these Terms and Conditions must be agreed in writing by both parties.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Consultant may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3. PROPOSAL

3.1 The Proposal for Services is attached to these Terms and Conditions and incorporated into the G-Cloud Contract.

3.2 The Proposal for Services shall remain valid for a period of 30 days.

3.3 The Proposal must be accepted by the Client in its entirety.

3.4 The Agreement between the Consultant and the Client, incorporating these Terms and Conditions, shall only come into force when the Consultant confirms acceptance in writing to the Client.

4. SERVICES AND DELIVERY

4.1 The Services are as described in the Proposal.

4.2 Any variation to the Services must be agreed both parties in writing.

4.3 The Services shall commence on receipt of a countersigned Order and continue until terminated by either party giving not less than 4 weeks' notice in writing or unless terminated according to the terms of this Agreement.

4.4 The Services shall be carried out at the place of work of the Consultant or the Client or any other location that the Consultant deems appropriate.

4.5 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Consultant shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

4.6 The Client agrees that the consultant shall not provide the Services on an exclusive basis solely to the Client, acknowledging that the Consultant may have multiple Clients to support at any given time and prioritisation will be at the Consultants sole discretion.

5. PRICE AND PAYMENT

5.1 The price for Services is as specified in the Proposal and is exclusive of VAT and any other charges as outlined in the Proposal.

5.2 The terms for payment are as specified in the Proposal.

5.3 All direct costs and expenses incurred by the Consultant in connection with the provision of the Services will be re-charged at cost or according to standard charges as described in the Proposal and are payable by the Client on production of the appropriate receipts.

5.4 The Client must settle all payments for Services within 30 days from the invoice date.

5.5 The Client will pay interest on all late payments at a rate of 8.00% above the Bank of England base lending rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.6 The Consultant is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Consultant is late.

5.7 The Client is not entitled to withhold any monies due to the Consultant.

5.8 The Consultant is entitled to vary the price to take account of:

5.8.1 any additional Services requested by the Client which were not included in the original Proposal; and

5.8.2 any additional work required to complete the Services which was not anticipated at the time of the Proposal.

5.9 any variation must be intimated to the Client in writing by the Consultant.

6. CLIENT OBLIGATIONS

6.1 The Client agrees to cooperate with the Consultant and shall provide any support, information and facilities to the Consultant as may be required.

6.2 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Consultant for the purpose of providing the Services for a period of six months following completion of the Services. The Consultant shall agree not to directly or indirectly recruit any person employed by the Client for a period of 6 months following the end date of the Agreement.

6.3 The Client agrees to allow the Consultant to include references to the Client in Consultant marketing including, but not limited to Social Media.

7. CONSULTANT OBLIGATIONS

7.1 The Consultant shall supply the Services as specified in the Proposal.

7.2 The Consultant shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised industry codes of practice.

7.3 The Consultant shall have the authority to delegate any obligations to other employees or subcontractors, associates, or substitute consultants but undertakes to notify the Client of any significant changes to personnel.

8. CONFIDENTIALITY

8.1 The Consultant shall keep secret and confidential all information relating to the business or affairs of the Client, the Clients subsidiaries and the Clients customers.

8.2 The Consultant shall ensure that any other parties to whom work has been delegated will an appropriate confidentiality undertaking.

8.3 The Client shall keep secret and confidential all information relating to the business or affairs of the Consultant or the Consultants other Clients.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Consultant shall take all reasonable steps to ensure that they, or others to whom work has been delegated, refrain from causing damage to the Intellectual Property Rights belonging to the Client.

9.2 The Client shall not distribute any Intellectual Property Rights belonging to the Consultant to any third party without the written consent of the Consultant.

9.3 Any Intellectual Property Rights created as a result of the Services shall belong to the Consultant unless provision has been made to the contrary in the Proposal.

9.4 The Client and the Consultant shall not infringe the Intellectual Property Rights of any third party during the term of this Agreement.

10. TERMINATION

10.1 The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

10.2 The Client may terminate the Agreement if the Consultant fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 2 weeks after notification of non-compliance is given.

10.3 The Consultant may terminate the Agreement if the Client has failed to make payment within 2 weeks of the sum being due.

10.4 Either party may terminate the Agreement by notice in writing to the other if:

10.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

10.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

10.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

10.4.4 the other party ceases to carry on its business or substantially the whole of its business; or

10.4.5 the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10.5 In the event of termination, the Client must make over to the Consultant any payment for work done and expenses incurred up to the date of termination.

10.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

11. ARBITRATION

11.1 Any dispute arising under this Agreement will be referred to and decided by the Arbitrator.

11.2 The Arbitrator will be appointed by application to be confirmed by both parties.

11.3 A party wishing to refer a dispute to the Arbitrator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Arbitrator within seven (7) days of this intention being intimated.

11.4 The Arbitrator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Arbitrator must reach a decision within twenty-eight (28) days of referral or such longer period as the parties may agree.

11.5 During the period of arbitration both parties must continue with their obligations as stated in this Agreement.

11.6 The decision of the Arbitrator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

12. WARRANTY

12.1 Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

12.2 Both parties warrant that this Agreement is in no way whatsoever to be conducted in a manner that would put the Consultant at risk of falling inside of IR35 in line with G-Cloud 12 requirements.

13. LIMITATION OF LIABILITY

13.1 The Consultant shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

13.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Consultant for death or personal injury, however the Consultant shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Consultant in the insurance year in which the Clients claim is first notified.

14. INDEMNITY

14.1 The Client shall indemnify the Consultant against all claims, costs and expenses which the Consultant may incur and which arise directly or indirectly from the Clients breach of any of its obligations under these Terms and Conditions.

15. FORCE MAJEURE

15.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16. ASSIGNMENT

16.1 The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Consultant.

17. RELATIONSHIP OF PARTIES

17.1 Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are an agent for the other.

18. THIRD PARTY RIGHTS

18.1 Nothing in these Terms and Conditions intend to or confer any rights on a third party.

19. SEVERANCE

19.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if

these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

20. WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

21. NOTICES

21.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22. ENTIRE AGREEMENT

22.1 These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

23. GOVERNING LAW

23.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.