



Services Terms and Conditions

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. Interpretation

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Charges" means the charges payable by the Client for the supply of the Services as set out in the Order in accordance with clause 8 (Charges and payment).

"Change Order" has the meaning given to it in clause 5.

"Client" means the person or firm who purchases Services from the Supplier.

"Client Default" has the meaning set out in clause 6.2.

"Commencement Date" has the meaning given in clause 2.1.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 15.5.

"Contract" means the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

"Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures" means as defined in the Data Protection Legislation.

"Data Controller" has the meaning set out in section 1(1) of the Data Protection Act 1998.

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

"Deliverables" means the deliverables set out in the Order produced by the Supplier for the Client.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the either a quotation or a Statement of Work prepared by the Supplier setting out the Services to be provided by it to the Customer.

"Project Milestone" means the milestones set out in the Order.

"Services" means the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Statement of Work as may be varied in accordance with clause 5.

"Statement of Work" means a written plan describing the Services to be provided by the Supplier, the timetable for their performance and any related matters set out in the Statement of Work agreed in accordance with clause 3.



"Supplier" means ITAA LTD registered in England and Wales with company number 12364870.

"Termination Payment" means the amount calculated in accordance with clause 13.3 in order to compensate the Supplier for the loss of this agreement if the Client wishes to terminate the Contract pursuant to clause 12.1.

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes emails but not faxes.

2. Basis of contract

- 2.1 The Order shall only be deemed to be accepted by the Supplier when the Client signs to accept the Supplier's quotation or signs the Supplier's Statement of Work at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate (e.g. in a purchase order), or which are implied by law, trade custom, practice or course of dealing.
- 2.3 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Statement of Work

- 3.1 Each Statement of Work shall be agreed in the following manner:
 - (a) Prior to an Order coming into effect, the Supplier will send a draft Statement of Work to the Client.
 - (b) The Supplier and the Client shall discuss and agree that Statement of Work whereupon both the Supplier and the Client shall sign the agreed Statement of Work whereupon the Contract shall come into effect in accordance with clause 2.1; and
 - (c) Once a Statement of Work has been agreed and signed, no change or amendment shall be made to it except in accordance with clause 5 or clause 15.5.

4. Supply of Services

- 4.1 The Supplier shall supply the Services to the Client in accordance with the Statement of Work.
- 4.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 The Supplier reserves the right to amend the Statement of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 4.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.



5. Changes to the Statement of Work

- 5.1 Either party may propose changes to the Statement of Work but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:
- (a) The Services;
 - (b) The timetable for the Services;
 - (c) The Charges; and
 - (d) Any other matters arising from the proposed changes.
- 5.2 A party wishing to make a change to the Statement of Work shall provide a draft Change Order to the other party.
- 5.3 If the parties agree to a Change Order, they shall both sign it and the Change Order will operate as a variation to the relevant Statement of Work (as the case may be).
- 5.4 If the parties are unable to agree a draft Change Order, either party may require the disagreement to be dealt with in accordance with clause 14 (Dispute Resolution).

6. Client's obligations

- 6.1 The Client shall:
- 6.1.1 co-operate with the Supplier in all matters relating to the Services;
 - 6.1.2 where necessary, provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 6.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is provided promptly and is complete and accurate in all material respects;
 - 6.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 6.1.5 comply with all applicable laws.
- 6.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- 6.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
 - 6.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.2; and
 - 6.2.3 the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

7. Non Solicitation

- 7.1 The Client shall not, without the prior written consent of the Supplier, at any time from the date when the Services shall commence to the expiry of six months after the completion of such Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is or has been, engaged as a employee, consultant, subcontractor of the Supplier in the provision of the Services.
- 7.2 Any consent given by the Supplier in accordance with clause 7.1 shall be subject to the Client paying to the Supplier a sum equivalent to 25% of the current annual remuneration of the



Supplier's employee, consultant or subcontractor or, if higher, 25% of the annual remuneration to be paid by the Client to that employee, contractor or subcontractor.

8. Charges and payment

- 8.1 Where the Charges for the Services are to be undertaken on a fixed fee basis (**Fixed Fee**), those Charges will be set out in the Order.
- 8.2 Where the Order provides that the Charges for the Services are to be calculated on a time and materials basis:
 - 8.2.1 the Charges shall be calculated in accordance with the Supplier's daily fee rates as shall be applicable from time to time;
 - 8.2.2 the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days;
 - 8.2.3 the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 8.3 Where the Charges are on a Fixed Fee, the Supplier shall invoice the Client on completion of the Services.
- 8.4 Where the Order provides for Project Milestones, the Supplier shall invoice the Client upon completion of each Project Milestone.
- 8.5 Where the Charges are calculated on a time and material basis, the Supplier shall invoice the Client monthly in arrears.
- 8.6 The Client shall pay each invoice submitted by the Supplier:
 - 8.6.1 within 30 days of the date of the invoice; and
 - 8.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 8.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.8 If the Client fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 12, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services including all Deliverables (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.
- 9.2 The Supplier grants to the Client, or shall procure the direct grant to the Client of a non-exclusive licence to use the Deliverables in its business.
- 9.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in Clause 9.2 without the prior written consent of the Supplier.



- 9.4 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.

10. Data Protection

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 10 **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor.
- 10.3 Without prejudice to the generality of Clause 10.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 10.4 The Client consents to the Supplier appointing third party suppliers to process personal data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 10.
- 10.5 Either party may, at any time on not less than 30 days' notice, revise this Clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

11. Limitation of liability:

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- 11.1 The Supplier has obtained professional indemnity insurance cover in respect of its own legal liability for individual claims not exceeding £2 million per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 11.2 The restrictions on liability in this Clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 11.4 death or personal injury caused by negligence;
- 11.5 fraud or fraudulent misrepresentation; or
- 11.6 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.7 The Supplier total liability to the Client in respect of an Order shall not exceed the Charges.
- 11.8 The Supplier shall not be liable to the Client in respect of the following types of loss which are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.



- 11.9 The Supplier has given commitments as to compliance of the Services with relevant specifications in Clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.10 Unless the Client notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.11 This Clause 11 shall survive termination of the Contract.

12. Termination

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 30 days written notice.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.3 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- 12.3.1 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 12.3.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.3.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 12.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 12.3.1 to clause 12.3.3 or the Supplier reasonably believes that the Client is about to become subject to any of them.

13. Consequences of termination

- 13.1 On termination of the Contract:
- 13.1.1 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 13.1.2 the Client shall return any Deliverables which have not been fully paid for.
- 13.2 If the Contract is terminated by the Client pursuant to clause 12.1 it shall immediately pay to the Supplier, the Termination Payment.
- 13.3 The Termination Payment is an amount equal to all Charges payable in respect of any Orders being performed by the Supplier on the date the Client's notice to terminate for convenience is received by the Supplier. The Supplier shall be under no obligation to mitigate its loss.
- 13.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim



damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Dispute Resolution

- 14.1 If a dispute arises between the Supplier and the Client in connection with the Contract or its performance, validity or enforceability (**Dispute**) then:

- (a) either party shall give to the other written notice of the Dispute together with all supporting documents;
- (b) the parties shall attempt in good faith to resolve the Dispute;
- (c) if the parties are unable to settle the Dispute within 30 days of the date the written notice of the Dispute has been served, the parties agree to refer the Dispute to mediation in accordance with the CEDR Model Mediation Procedure.

- 14.2 The referral to mediation shall not prevent the parties from commencing or continuing court proceedings in relation to the Dispute.

15. General

- 15.1 **Force majeure.** The Supplier shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control even where such events, circumstances or causes were reasonably foreseeable by the Supplier.

15.2 Assignment and other dealings.

15.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.2.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

15.3 Confidentiality.

15.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 15.3.2.

15.3.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15.4 Entire agreement.

15.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party



agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

15.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

15.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.8 **Notices.**

15.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.

15.8.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 15.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.8.4 Service of a notice by fax shall not be valid.

15.9 **Third party rights.**

15.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

15.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.