



Terms and Conditions



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Our Values

Ethical Healthcare's sole purpose is to deliver positive and meaningful social impact on key societal challenges in the areas of health, wellbeing, and welfare.

Our values are at the core of everything we do, the behaviours we demonstrate and the improvement and changes we seek to deliver to our partners.



Equality and equity: we are never exploitative.



Integrity: we always act in line with our values and



Happiness: we strive to make our clients, our colleagues and ourselves happy in our work and lives.



Honesty and Transparency: we are always open and honest and fully transparent in everything we do.

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Terms and Conditions for the Supply of Services

These Terms and Conditions (“Terms”) apply to the supply of consultancy and related services by Ethical Healthcare Limited, a company incorporated in England and Wales with registered number 13552449 and registered office at 148 Rose Bowl Portland Crescent, Leeds, England, LS1 3HB (“Company”), to the customer identified in a Statement of Work (“Customer”).

1 Definitions and Interpretation

1.1 In these Terms, the following words have the following meanings: (a) “Customer” means the business purchasing the Services from the Company. (b) “Services” means the consultancy and related services to be provided by the Company as described in the applicable Statement of Work. (c) “Statement of Work” or “SOW” means a written document agreed between the parties setting out the details of the Services, deliverables, timescales and fees.

1.2 Clause headings are for convenience only and do not affect interpretation.

2 Basis of Contract

2.1 These Terms apply to all Services supplied by the Company.

2.2 By signing or otherwise accepting a Statement of Work, the Customer agrees to be bound by these Terms.

2.3 If there is any conflict between these Terms and a Statement of Work, the Statement of Work shall take precedence.

3 Services

3.1 The Company shall provide the Services with reasonable skill and care, in accordance with generally accepted industry standards and practices.

3.2 The Company may use subcontractors to deliver the Services but remains responsible for their acts and omissions.

3.3 Except as expressly stated in these Terms, no warranties or guarantees are given as to the outcomes or results of the Services.

4 Customer Obligations

4.1 The Customer shall provide the Company with timely access to information, resources, personnel, and facilities reasonably required to deliver the Services.

4.2 The Customer warrants that all information provided to the Company shall be complete and accurate in all material respects.

5 Fees, Invoicing and Payment

5.1 Fees for the Services shall be as set out in the relevant Statement of Work.

5.2 Unless otherwise stated, the Company shall invoice the Customer upon commencement or as otherwise set out in the Statement of Work.

5.3 Invoices shall be payable within 30 days of the invoice date.

5.4 The Company may charge interest on overdue sums at the statutory rate of 8% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6 Intellectual Property Rights

6.1 Each party shall retain ownership of intellectual property rights it owned prior to the commencement of the Services.

6.2 All new intellectual property created as part of the Services shall belong to the Customer upon full payment of all fees due.

6.3 The Company may retain copies of deliverables for record-keeping, compliance and portfolio purposes unless otherwise agreed in writing.

7 Confidentiality

7.1 Each party shall keep the other party's confidential information strictly confidential and shall not disclose it to any third party without prior written consent, except as required by law.

7.2 This obligation shall survive termination of the contract and remain in force for <> thereafter.

8 Data Protection

8.1 To the extent the Company processes personal data on behalf of the Customer, the Company shall comply with the UK GDPR and the Data Protection Act 2018.

8.2 The roles and responsibilities of the parties in respect of data processing shall be set out in the Statement of Work or in a separate data processing agreement, if required.

9 Limitation of Liability

The Company's total liability to the Customer in respect of all claims arising under or in connection with the Services shall not exceed the total fees payable under the relevant Statement of Work.

9.2 The Company shall not be liable for any indirect or consequential losses, including, without limitation, loss of profit, revenue, business or goodwill.

9.3 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot lawfully be excluded.

10 Non-Solicitation

The Customer shall not, without the prior written consent of the Company, solicit or engage (directly or indirectly) any employee, subcontractor, consultant or partner of the Company involved in delivering the Services: (a) during the term of any

Statement of Work; and (b) for a period of 12 months following completion or termination of the Services.

11 Termination

11.1 Either party may terminate a Statement of Work for convenience by giving 30 days written notice.

11.2 Either party may terminate immediately by written notice if the other party: (a) commits a material breach which is not remedied within 14 days of written notice; (b) becomes insolvent, bankrupt, or is unable to pay its debts; or (c) engages in fraud, wilful default or gross misconduct.

11.3 On termination of a Statement of Work for any reason: (a) the Customer shall pay the Company for all Services properly performed up to the effective date of termination, including any non-cancellable commitments, expenses or costs incurred by the Company in reliance on the engagement; and (b) the Company shall deliver to the Customer any deliverables or work in progress for which payment has been made.

11.4 Termination shall not affect any rights or obligations accrued prior to the date of termination.

12 Force Majeure

12.1 Neither party shall be liable for any delay or failure to perform its obligations under these Terms caused by events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, civil unrest, government restrictions, industrial action, or pandemics.

13 Notices

13.1 All notices shall be in writing and sent to the other party's registered office address or to such other address (including email address) as notified in writing.

13.2 Notices sent by email shall be deemed received on the day of sending if sent before 5.00 pm UK time on a business day, or otherwise on the next business day.

14 Entire Agreement

14.1 These Terms together with the relevant Statement of Work constitute the entire agreement between the parties and supersede any prior arrangements, representations or agreements.

15 Governing Law and Jurisdiction

15.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.

15.2 The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.