



Standard Terms & Conditions for the Supply of Cloud Support Services

between

Fulmarks Financial Contracts Limited (Fulmarks),
2 Dalewood Road, Sheffield, South Yorkshire, S8 0EB. (the "Company")

and

(the "Client")

1 Interpretation

1.1 In these terms and conditions:

“Charges” mean the agreed charges set out in the Statement of Works.

“Client” means the legal entity named on the Specification Sheet for whom Fulmarks has agreed to provide the Specified Service in accordance with these terms and conditions.

“Contract” means the contract for the provision of the Specified Service.

“Input Materials” means any information, data, materials, or dependencies that Fulmarks requires to be provided by the Client in order for Fulmarks to supply the Specified Services including, but not only, the agreed Client Responsibilities set out in the Statement of Work.

“Output Materials” means any documents, materials, data, software programs, codes, information in whatever form provided by Fulmarks relating to the Specified Service.

“Personnel Service” means any Specified Service where the Charges agreed are to be charged on the basis of a daily or an hourly rate.

“Specification Sheet” means the sheet to which these terms and conditions are attached.

“Specified Service” means the service to be provided by Fulmarks for the Client set out in the Specification Sheet.

“Fulmarks” means Fulmarks Financial Contracts Limited whose principle place of business is 2 Dalewood Road, Sheffield, South Yorkshire, S8 0EB. (a company registered in England number 05801202).

1.2 Headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2 Supply of the Specified Service

2.1 Fulmarks agrees to supply the Specified Services to the Client subject to these Terms and Conditions. The Specified Services are solely for the work identified and any changes, additional work, or amendments to this will require a new proposal from Fulmarks.

2.2 The Client shall, at its own expense, provide the Input Material within sufficient time for Fulmarks to be able to provide the Specified Service. The Client shall keep duplicate copies of all Input Material and Fulmarks shall have no liability for loss or damage to Input Material however caused.

2.3 Fulmarks may at any time and without notice make changes to the Specified Services that are necessary to comply with any applicable safety or statutory requirements or which do not materially affect the nature and quality of the Specified Service.

2.4 Fulmarks will ensure that all resources provide the skillset to deliver the requirements set out in the proposal.

2.5 Fulmarks in consultation with the Client reserve the right to change the team members to deliver this service at any point during the specified timeframe.

- 2.6 Fulmarks will liaise and agree with the Client regarding location and working hours to meet the requirements of the project work.

3 Charges and Payment

- 3.1 The Client shall pay the Charges and any additional sums which are agreed between Fulmarks and the Client for the provision of the Specified Services or which, in Fulmarks's reasonable discretion, are required as a result of the Client's instructions or lack of instructions, the inadequacy of any Input Material or any other cause attributable to the Client.
- 3.2 Fulmarks shall be entitled to invoice the Client for the Charges following the end of the month in which the Specified Service is provided; or at other times as agreed; or, in the case of Personnel Service, following the end of the month such services were delivered.
- 3.3 The Charges are exclusive of expenses and any VAT, for which the Client shall be additionally liable at the applicable rate. Expenses will be charged for travel to all sites from base.
- 3.4 The Charges and any additional sums payable shall be paid by the Client (together with applicable Value Added Tax and without set off or deduction) within 30 days of Fulmarks's invoice.
- 3.5 In accordance with Government legislation, if payment is not made within 30 days, Fulmarks shall be entitled, without limiting its other rights it may have, to charge interest on the outstanding amount (both before and after judgement) at the statutory rate of 8% plus the Bank of England base rate at the due date until the outstanding amount is paid in full.

4 Rights in Input Material and Output Material

- 4.1 The property and any copyright or other intellectual property rights in:
- 4.1.1 any Input Material shall belong to the Client; and
- 4.1.2 any Output Material shall, unless otherwise agreed in writing between Fulmarks and the Client, belong to Fulmarks, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.
- 4.2 Any Input Material or information provided by the Client which is so designated by the Client, and any Output Material shall be kept confidential by Fulmarks; and all Output Material or other information provided by Fulmarks which is so designated by Fulmarks shall be kept confidential by the Client.
- 4.3 The provisions in 4.2 above shall not apply to any such materials or information that is:
- 4.3.1 public knowledge at the time that it is provided, or becomes public knowledge later through no fault of the other party; or
- 4.3.2 already known to the other party at the time it was provided.
- 4.4 The Client warrants that any Input Material and its use by Fulmarks for the purposes of providing the Specified Service will not infringe any copyright or other rights of a third party,

and the Client shall indemnify Fulmarks against any loss, damages, costs, expenses or other claims arising from any such infringement.

- 4.5 Fulmarks warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe any copyright or other rights of a third party, and that Fulmarks shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5 Warranties and Liability

- 5.1 Fulmarks warrants to the Client that the Specified Service will be provided using reasonable care and skill, and as far as reasonably practical, in accordance with the Specification Sheet at the intervals and times referred to in the Specification Sheet.
- 5.2 Fulmarks shall have no liability to the Client for any loss, damages, costs, expenses, or other claims arising from any Input Material that is incomplete, inaccurate, incorrect, corrupted, defective or in the wrong form; or arising from their late arrival or non-arrival through any fault of the Client.
- 5.3 Except in the case of death or personal injury caused by Fulmarks's negligence, or as expressly provided in these terms and conditions, Fulmarks shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term, or any duty at common law, or under any express terms of the Contract, for any loss of profit or any indirect special or consequential loss, damages, costs, expenses, or other claims (whether caused by the negligence of Fulmarks, its servants, agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of Fulmarks under or in connection with this Contract shall not exceed the amount of Fulmarks's charges for the Specified Service, except as expressly provided in these Terms and Conditions.
- 5.4 Fulmarks shall not be liable to the Client or be deemed to be in breach of Contract by reason of any delay in performing, or the failure to perform, any of the Specified Service, if the delay or failure was due to a cause beyond Fulmarks's reasonable control.
- 5.5 The Client shall have no right to set off money owed to Fulmarks under any other contract with Fulmarks against money owed to Fulmarks under this Contract.

6 Termination

- 6.1 Both Fulmarks and the Client have the right to two weeks termination notice at any point in the contract.
- 6.2 Either party shall (without limiting any other remedy) be entitled at any time to terminate the Contract by giving written notice to the other if the other commits a breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 30 days of being required by written notice to do so, or if the other goes into liquidation or makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

7 General

- 7.1 These Terms and Conditions (together with the terms if any set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise are excluded to the full extent permitted by law.
- 7.2 Any notice required or permitted to be given by either party shall be in writing addressed to the other party at its principle place of business or such other address as shall be notified pursuant to this provision.
- 7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of Contract by the other shall be considered a waiver of any subsequent breach of the same or any other provision.
- 7.4 If any provision of these Terms and Conditions is held by any competent court to be invalid or unenforceable, in whole or part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 7.5 With regard to the Contracts (Rights of Third Parties) Act 1999, none of the Terms and Conditions of the Contract confers or is intended to confer any rights or remedies on any person, corporation, or other body who or which is not named as a party to it.
- 7.6 English law shall apply to the Contract and the parties submit to the non-exclusive jurisdiction of the English courts.

Appendix 1

Project Schedule		
Project Services	Insert Statement of Work (SoW)	
Requirements	Client Specification	
Responsibilities	Insert Client Responsibilities	
Project Fees		
Expenses		
Start Date		
End Date (est)		
Specific Terms		
	Fulmarks	Client
Signed		
Print Name		
Title	Director	
Dated		