Terms and Conditions

VE3 Global Ltd

1. Definitions and Interpretation

1.1. "Supplier" means **VE3 Global Ltd (07343436**) whose registered office is at **86-90 Paul Street, London, EC2A 4NE,** and includes its permitted successors and assigns.
1.2. "Client" means the organisation, company or entity entering into a Contract with VE3 for the provision of Goods and/or Services.
1.3. "Agreement" or "Contract" means these Terms and Conditions together with any Statement of Work (SOW), Order Form, or Proposal, expressly incorporated by reference, all of which together form the binding agreement governing the supply of services or deliverables by VE3.
1.4. "Services" means all work and deliverables provided by VE3, including but not limited to consultancy, digital services, software development, cloud enablement, support, and related outputs.
1.5. "Confidential Information" means all proprietary or non-public information disclosed by one party to the other, whether orally, in writing, or by any other means, and whether disclosed before or after the Effective Date.

2. Services and Deliverables

2.1. VE3 shall provide the Services in accordance with the scope, timelines, milestones, and specifications outlined in the relevant SOW~~)~~, Order Form, or Proposal.
2.2. All Services shall be delivered using reasonable skill, care, and diligence, in accordance with generally accepted industry practice, and applicable laws.
2.3. Any deliverables provided under this Agreement shall meet the functional and performance criteria as agreed in writing.
2.4. Where any dependencies, information, or approvals are required from the Client for VE3 to perform the Services, the Client shall provide such dependencies, information, or approvals in a timely manner. VE3 shall not be liable for delays or failures in performance caused by the Client's failure to do so.

3. Term and Termination

3.1. This Agreement shall commence on the Effective Date and remain in force for the duration stated in the applicable SOW, Order Form, or Proposal, unless terminated earlier in accordance with this Clause 3.2 and 3.3.
3.2. Either party may terminate this Agreement by giving ninety (90) days' prior written notice.
3.3. Either party may terminate this Agreement immediately if the other party:

- commits a material breach and fails to remedy it within thirty (30) days of written notice; or

- becomes insolvent, enters into liquidation or administration, or ceases to carry on business.

3.4. On termination or expiry of this Agreement for any reason:

a. each party shall promptly return or, at the disclosing party's option, securely destroy any Confidential Information of the other party in its possession; and

b. the Client shall pay VE3 all undisputed fees and expenses properly due and payable for Services performed up to the date of termination.

4. Charges and Payment

4.1. VE3 shall invoice the Client in accordance with the pricing, milestones and payment schedule set out in the SOW, Order Form, or Proposal, and the Client shall pay such invoices in accordance with this Clause 4.
4.2. All fees are exclusive of VAT and any other applicable taxes, duties, levies, which shall be payable by the Client in addition to the fees at the prevailing rate, unless otherwise stated in writing.
4.3. Invoices are payable within thirty (30) days from the invoice date.
4.4. Late payments may incur statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
4.5. VE3 shall be entitled to suspend performance of the Services until all overdue amounts are paid in full.

5. Change Control

5.1. Any changes to scope, timelines, or deliverables shall be agreed in writing through a formal Change Control Notice.
5.2. VE3 shall not be obligated to implement changes until mutually agreed in writing by both parties.

6. Intellectual Property Rights (IPR)

6.1. All intellectual property rights in any pre-existing materials, software, methodologies, processes, know-how, and tools owned by VE3, or developed outside the scope of this Agreement, remain vested in VE3.
6.2. Unless otherwise agreed in writing, and subject to payment of all fees and charges due under this Agreement, all IPR in deliverables created specifically under this Agreement, shall vest in the Client upon full and final payment.
6.3. VE3 shall grant the Client a worldwide, royalty-free, perpetual, non-exclusive licence to use VE3's pre-existing IPR, solely to the extent incorporated into or necessary for the proper use of the Deliverables, and solely for the Client's internal business purposes.
6.4. Except as expressly set out in this Agreement, no rights (including ownership or licence) in VE3's pre-existing intellectual property or third-party materials are transferred to the Client, and all such rights are expressly reserved.
6.5. The Client shall not, without VE3's prior written consent, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying structures of any pre-existing software or tools provided by VE3, except to the extent permitted by mandatory law.

7. Data Protection and Security

7.1. Both parties shall comply with applicable data protection laws and privacy laws including the UK GDPR and Data Protection Act 2018.
7.2. VE3 confirms it does not process or store personal data unless explicitly agreed and necessary.

7.3. VE3 maintains ISO 27001-certified Information Security Management Systems and Cyber Essentials Plus certification.
7.4. Without prejudice to Clause 7.1, each party shall ensure that any of its personnel, subcontractors, or processors who have access to personal data are bound by appropriate confidentiality and data protection obligations.

8. Confidentiality

8.1. Each party (the Receiving Party) shall keep strictly confidential and shall not disclose, use, copy, or exploit any Confidential Information of the other party (the Disclosing Party) for any purpose other than as necessary to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written consent.
8.2. The Receiving Party may disclose Confidential Information: a. to its employees, directors, professional advisers, subcontractors, or agents who need to know it for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those in this Agreement; or b. to the extent required by law, court order, or a competent regulatory authority, provided that (where legally permitted) the Receiving Party gives the Disclosing Party prompt written notice and cooperates with the Disclosing Party to seek protective measures.
8.3. The confidentiality obligations in this Clause shall not apply to information that the Receiving Party can demonstrate: a. was already lawfully known to it without restriction before disclosure by the Disclosing Party; b. is or becomes publicly available through no breach of this Agreement; c. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or d. is lawfully received from a third party without restriction.
8.4. Confidentiality obligations shall remain in effect for five (5) years following termination or expiry of thise Agreement.

9. Warranties

9.1. VE3 warrants that:

- Services shall be provided in a professional and workmanlike manner;
- Deliverables shall materially conform to agreed specifications;
- It has all necessary rights, licences, and consents to perform its obligations.

10. Liability and Indemnity

10.1. Neither party shall be liable to the other for indirect, consequential, or special losses, including loss of profit or business.
10.2. VE3's aggregate liability arising under or in connection with this Agreement (excluding liability for death or personal injury, fraud, or wilful misconduct) shall not exceed an amount equal to the total fees actually paid by the Client to VE3 under the relevant SOW in the twelve (12) months immediately preceding the event giving rise to the claim.
10.3. VE3 shall indemnify the Client against third-party claims that the deliverables infringe intellectual property rights, provided that the Client promptly notifies VE3 and allows it to control the defence.
10.4. To the extent permitted by law, the Client shall indemnify and keep indemnified VE3 against all losses, damages, costs, and expenses arising from any breach by the Client of its warranties under this Agreement or any misuse of the Deliverables.

11. Force Majeure

11.1. Neither party shall be liable for delays or failure to perform resulting from events beyond its reasonable control, including natural disasters, cyberattacks, pandemics, or government restrictions.

12. Audit and Records

13.1. VE3 shall maintain accurate records of Services delivered and make these available for audit upon reasonable request by the Client, subject to confidentiality and data protection constraints.

13 Severability

If any provision of this Agreement is held by a court or other competent authority to be invalid, illegal, or unenforceable, that provision shall be deemed deleted or modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

14~~.~~ Dispute Resolution

14.1. The parties shall attempt to resolve any disputes amicably and in good faith.
14.2. If unresolved within 30 days, the matter may be escalated to senior executives for resolution.
14.3. If still unresolved, the dispute shall be referred to mediation before initiating formal legal proceedings.

15. Governing Law and Jurisdiction

15.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
15.2. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

16. Entire Agreement

16.1. This document, together with any SOWs and referenced appendices, constitutes the entire agreement between the parties and supersedes all prior discussions and representations.