

Draft Contract



(1)

[Client Name]

- and -

(2)

6bythree Digital Limited

Contract for Services related to - To be added



This Contract is dated the DAY / MONTH / YEAR

Between

- (1) **[Client Name]**, ("**[Client Name]**") (Company No. xxxxxxxx); whose address for all purposes of the Contract (including Services of documents and proceedings) is [Client Name], [Client Address] and
 - (2) **6bythree Digital Limited** (Company No. 13434829) whose address for all purposes of the Contract (including Services of documents and proceedings) is 6bythree Digital Ltd, Hursley Campus, Hursley Park Road, Hursley, SO21 2JN
 - (3) ("**6bythree**");
- together the "**Parties**"

1. The Contract

- 1.1. The **Contract** is the contract between the Parties for the provision of the Services by 6bythree to [Client Name] and incorporates the following documents. The order of precedence shall be as follows:
 - 1.1.1 these Terms and Conditions, including Appendices I, II, III; then
 - 1.1.2 the Schedules to these Terms and Conditions; then
 - 1.1.3 the Request for Quote and any Purchase Orders issued by [Client Name]; and then
 - 1.1.4 6bythree's Quotation (provided that its' terms do not conflict with any of the above terms in 1.1.1, 1.1.2 and 1.1.3) collectively (the "**Contract**").
- 1.2 The **Request for Quote** is the description of [Client Name]'s requirements for the Services. The Request for Quote is appended at Schedule 1.
- 1.3 6bythree's **Quotation** is 6bythree's offer to provide the Services in accordance with the Request for Quote and appended at Schedule 2.
- 1.4 This Contract prevails against any other terms including those of 6bythree.
- 1.5 This Contract has been entered into on the date stated at the beginning of it (the "Start Date").
- 1.6 By entering into this Contract:
 - 1.6.1 6bythree confirms and represents that 6bythree's Quotation is accurate and includes everything necessary for 6bythree to meet its obligations under the Contract; and,



1.6.2 [Client Name] accepts 6bythree's Quotation in reliance upon 6bythree's Quotation.

1.7 This Contract is the sole and entire agreement between the Parties for the provision of the Services and supersedes all negotiations, submissions, representations and/or undertakings in respect of the Services that took place before it was signed.

1.8 These terms and conditions of Contract take precedence over the Request for Quote and the Request for Quote takes precedence over 6bythree's Quotation in accordance with clause 1.1 above.

2. Definitions

2.1 In this Contract the following words and phrases have the meanings given in this clause:

[Client Name]'s Manager	means the Contract Manager authorised by [Client Name] to manage the Contract on its behalf at a day-to-day operational level;
Confidential Information	means any information which has been designated as confidential by either Party in writing or ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party and all personal data within the meaning of the DPA and DPL;
Contractor's Manager	means the Contract Manager appointed by 6bythree to manage the Services on its behalf;
Disclosure and Barring Service	means the body of that name or any organisation with the same function, whatever its name, by which it may be replaced;
DPA	means Data Protection Act 2018;



DPL	means all applicable data protection legislation in force from time to time in the UK including the UK General Data Protection Regulation, the Data protection Act 2018 (and regulations made thereunder) or any successor legislation, 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);
EIR	means the Environmental Information Regulations 2004;
End Date	means the date on which the Contract which will be (DAY / MONTH / YEAR) and in accordance with clause 3, or as changed if the Contract is extended;
FOIA	means the Freedom of Information Act 2000;
Force Majeure Event	means: a) war, civil war, armed conflict or terrorism; b) nuclear, radioactive, sonic damage, chemical or biological explosion or contamination unless this is the result of an action by 6bythree; or, c) fire, explosion, storm, riot, pandemic, epidemic, civil commotion, tempest, flood, volcanic eruption or earthquake which directly causes a Party to be unable to meet all or a material part of its obligations under this Contract;
Goods	means any items whatsoever which are created, produced, adapted, delivered or deployed in the course of providing the Services;



Intellectual Property Rights	means all patents, rights to inventions, utility models, copyright and neighbouring and related rights, moral rights, trademarks and service marks, trade, business names and domain names, rights in trade dress and get-up, rights in goodwill or to sue for passing off and 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 any 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 are capable of subsisting in the future in any part of the world;
Law	means any UK law, sub-ordinate legislation within the meaning of Section 21(1) Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, (or subsequent legislation) regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directives or requirements with which 6bythree is bound to comply either at the Start Date or subsequently in force;
Living Wage	means the living wage as defined by the Living Wage Foundation and any incremental increases applied during the Term of the Contract;
Month	means a calendar month;
Normal Working Hours	means between 09:00 to 17:30 on all Working Days;
Parties	means [Client Name] and 6bythree;
Performance Indicator	means any measure of 6bythree's performance of the Services that may affect payment which are set out in the Request for Quote or Contractor's Quotation;



Personnel	means the employees, agency personnel or sub-contractors of an organisation;
Prohibited Act	means: (i) defrauding, attempting to defraud or conspiring to defraud [Client Name]; (ii) directly or indirectly offering, promising or giving of an advantage of any kind to an elected member of [Client Name] or [Client Name] personnel to induce that person to improperly perform a function or activity or rewarding that person for improper performance of a function or activity; (iii) directly or indirectly requesting, agreeing to receive or accepting an advantage of any kind for improper performance of a function or activity in connection with the Contract; (iv) committing an offence under the Bribery Act 2010; (v) committing any offence under section 117(2) of the Local Government Act 1972; or, (vi) committing an offence of fraud.
Price	means the sums payable by [Client Name] to 6bythree for the Services as set out in 6bythree's Quotation or as otherwise varied in accordance with the Contract;
Purchase Order	means any order for Services raised by [Client Name] and placed with 6bythree pursuant to the Contract;
Regulatory Body	means any of those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, are legally entitled to regulate the matters dealt with in the Contract or any other affairs of [Client Name];
Request for Information	means a request or information made under the FOIA and/or the EIR;



Services	means the Services set out in the Request for Quote and includes any ancillary Goods and other Services that are provided by 6bythree;
Service Transfer	means the transfer of the Services under the Contract to another Contractor or [Client Name] following termination;
Start Date	means the date on which the Contract began as set out above at the beginning of these terms; (DAY / MONTH / YEAR)
Term	means the length of this Contract as shown in the Request for Quote, unless extended and as set out in clause 3 below;
Working Day	means a day (other than a Saturday or Sunday) on which banks are open for general business in England and Wales.



2.2 The interpretation and construction of these terms and conditions will be subject to the following provisions:

2.2.1 words meaning the singular include where the context allows the plural and vice versa and masculine words include the feminine and the neuter;

2.2.2 reference to a clause is a reference to the whole of that clause unless stated otherwise;

2.2.3 reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted along with any subsidiary statutory provisions made from time to time together with any guidance or codes of practice issued by a regulatory body or relevant government department in relation to the regulations or legislation;

2.2.4 reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

2.2.5 the words “include”, “includes” and “including” are to be read as if they were immediately followed by the words “without limitation”; and

2.2.6 headings are included for ease of reference only and will not affect the interpretation or construction of these terms and conditions of contract.

3. Term

3.1 The Contract begins on the Start Date and ends on the End Date unless it is terminated as laid out elsewhere in this Contract or in another lawful way.

3.2 In the case of continuing Services [Client Name] may extend the Contract for any further periods including as indicated in the Request for Quote if it gives 6bythree at least one (1) month’s written notice prior to the End Date.

4. Provision and Quality of Services

1.1.1. 6bythree will provide the Services to the standards laid out in the Request for Quote and any relevant Purchase Order and in accordance with 6bythree’s Quotation;



- 1.1.2. to all applicable standards and codes of practice or conduct of any appropriate professional bodies, trade associations or regulators; and,
 - 1.1.3. with all due skill, care and diligence to be expected of a competent contractor experienced in providing services of the type, size and scope of the Services.
- 1.2. 6bythree will comply with these terms and conditions of Contract and with all the requirements and provisions of the Request for Quote when providing the Services.
- 1.3. This is not an exclusive contract and [Client Name] is entitled to enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to the Services.
- 1.4. [Client Name] does not promise or guarantee the total quantity or value of the Services and 6bythree agrees that it has not entered into the Contract on the basis of any such promise or guarantee.
- 1.5. The quantity or value of the Services or of the Contract in any year does not give any right to a particular quantity or value of the Services or of the Contract in any subsequent year.
- 1.6. 6bythree will provide all premises, facilities, equipment, materials, personnel and anything else required for the proper performance of the Contract at its own cost.
- 1.7. 6bythree will be responsible for the activities of its Personnel engaged in the provision of the Services.
- 1.8. 6bythree will engage sufficient competent, qualified and experienced Personnel to ensure that the Services are provided at all times and in all respects in accordance with this Contract.
- 1.9. 6bythree will ensure that its Personnel engaged in the provision of the Services will comply with all applicable laws, statutes, regulations and codes from time to time in force whether or not they are detailed in this Contract.
- 1.10. 6bythree warrants that the Intellectual Property in any Goods supplied with the Services or associated with the Services does not infringe the rights of any third party.
- 1.11. 6bythree shall indemnify [Client Name] in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which [Client Name] may suffer or incur as a result of, or in connection with, the Intellectual Property.

5. Contract Management

- 5.1. [Client Name] will appoint a [Client Name]'s Manager and 6bythree will appoint a competent, qualified and experienced person to act as a Contractor's Manager and the Parties will inform the other immediately of any change in appointment.



- 5.2. 6bythree's Manager will be authorised to act on behalf of 6bythree for all purposes connected with the Contract and any statement or direction given to 6bythree's Manager will be deemed to have been given to 6bythree.
- 5.3. If 6bythree requires an explanation or clarification of part of the Request for Quote it will contact [Client Name]'s Manager and will accept and comply with [Client Name]'s Manager's explanation or direction.
- 5.4. From time to time [Client Name]'s Manager may appoint one or more other persons to act as their deputy and will notify 6bythree of any appointments.
- 5.5. 6bythree's Manager must be available during Working Hours; if 6bythree's Manager is unavailable because of holiday, sickness or statutory daily breaks, they must nominate a deputy to perform their duties.
- 5.6. [Client Name]'s Manager, acting reasonably, may because of the nature of the Services or the locations at which it is to be provided or by virtue of the behaviour of any of 6bythree's Personnel, require 6bythree to remove certain Personnel from the provision of the Services by giving 6bythree's Manager written notice to that effect, stating the reasons.
- 5.7. 6bythree will remove the Personnel referred to in 5.6 immediately and will, as soon as practicable, provide replacement Personnel of appropriate skills and experience.
- 5.8. For the avoidance of doubt, removal of any Contractor's Personnel from the provision of the Services does not mean dismissal from the employment or cessation of Services for 6bythree and [Client Name] will not be liable either to 6bythree or to any of its Personnel in respect of any liability, loss or damage as a result of that removal.
- 5.9. 6bythree's Manager and [Client Name]'s Manager will meet, as laid out in the Request for Quote, or as otherwise agreed from time to time by the Parties, in order to monitor 6bythree's performance under the Contract.

6. Price

- 6.1. The Price will be the maximum or total price to be paid and is calculated as laid out in 6bythree's Quotation.
- 6.2. The Price will remain unchanged during the Term of the Contract unless it is varied under clause 24.
- 6.3. If the Parties agree to alter the Request for Quote, duration or Price as described in clause 24, the altered Request for Quote, duration or Price will be confirmed in writing by [Client Name].



7. **Payment**

7.1. 6bythree will submit invoices to [Client Name] as follows:

- 20% upon appointment
- 30% upon completion of Discovery / Strategic Review
- 20% upon completion of Design
- 30% upon delivery of final development deliverables

Note: Ongoing quarterly hosting and support costs to be invoiced 3 months in advance.



- 7.2.** All invoices must contain:
- 7.2.1.** the correct [Client Name] Purchase Order number;
 - 7.2.2.** all appropriate references;
 - 7.2.3.** a detailed breakdown of the Services supplied;
 - 7.2.4.** any other documentation stipulated in the Request for Quote; and,
 - 7.2.5.** any other documentation that is reasonably required by [Client Name] to substantiate the invoice.
- 7.3.** 6bythree will add VAT to the Price at the prevailing rate as applicable.
- 7.4.** [Client Name] will pay each agreed, correct and valid invoice within thirty (30) days of receipt together with a sum equal to the VAT chargeable on the amount payable.
- 7.5.** If [Client Name] does not pay an undisputed amount by the due date then [Client Name] will pay 6bythree interest at the Statutory Interest rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6.** If the Parties have a dispute about an invoice:
- 7.6.1.** [Client Name] will pay any undisputed part of the invoice;
 - 7.6.2.** 6bythree will continue to supply the Services; a dispute about an invoice does not allow it to suspend or terminate the supply of the Services; and,
 - 7.6.3.** the Parties will resolve the dispute using the dispute resolution procedure laid out in clause 22.
- 7.7.** 6bythree will indemnify [Client Name] on a continuing basis against any liability, losses and including any interest, penalties or costs, which [Client Name] is required to pay at any time in respect of 6bythree's failure to account for or to pay any VAT connected to payments made to 6bythree under the Contract; 6bythree will pay any amounts due under this clause to [Client Name] not less than five (5) Working Days before the date upon which the tax or other liability is payable by [Client Name].
- 7.8.** If 6bythree owes money to [Client Name] then [Client Name] may deduct (set-off) that money from any sum owed by [Client Name] to 6bythree, whether owed for a reason connected with this Contract or not, without 6bythree needing to agree. 6bythree cannot make any claim against [Client Name] in order to withhold payment and/or set-off of any such amount in whole or in part.

8. Intellectual Property



- 8.1. 6bythree assigns to [Client Name] all existing and future IPR in any Goods, products of the Services and all materials embodying these rights to the fullest extent permitted by law. If for any reason they do not transfer, 6bythree will hold legal title in these rights on trust for [Client Name] and will transfer them to [Client Name] promptly and at their own expense.
- 8.2. 6bythree warrants that the IPR in the products of the Services does not infringe the rights of any third party.
- 8.3. 6bythree shall indemnify [Client Name] in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which [Client Name] may suffer or incur as a result of, or in connection with, the Intellectual Property.

9. Bribery and Corruption

9.1. 6bythree:

- 9.1.1. will not ask for or accept any gratuity, tip or any other form of money-taking or reward in connection with the Contract other than the Price;
- 9.1.2. will not commit a Prohibited Act; and
- 9.1.3. warrants that it is not aware of any financial or other advantage being given or any agreement reached with any elected member of [Client Name] or [Client Name]'s Personnel in connection with the execution of the Contract.

9.2. 6bythree will:

- 9.2.1. ensure that neither 6bythree nor its Personnel are placed in a position where, in the reasonable opinion of [Client Name], there is or may be an actual or potential conflict between the pecuniary or personal interests of 6bythree and the duties owed to [Client Name] under the provisions of the Contract; and,
- 9.2.2. disclose to [Client Name] full particulars of any such conflict of interest which arises.

9.3. If 6bythree breaches any part of Clause 9.1 and/ or 9.2 [Client Name] may:

- 9.3.1. take such steps it considers necessary to prevent, stop or remedy any breach; and,
- 9.3.2. terminate the Contract immediately;



- 9.3.3.** the actions of [Client Name] under this clause will not prejudice or affect any rights of action or remedy which [Client Name] may have.

10. Compliance with Laws and Policies

10.1. 6bythree will at all times comply:

- 10.1.1.** with all applicable laws, statutes, regulations and codes from time to time in force; and,
- 10.1.2.** the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended) and all other statutory provisions relating to health and safety.

10.2. 6bythree will ensure it complies with the requirements of the Equality Act 2010 and in particular will:

- 10.2.1.** use its best endeavours to eliminate all conduct prohibited by the Act and will seek to promote equality among its Personnel and generally;
- 10.2.2.** set out its equal opportunities policy to those concerned with recruitment, training or promotion, in documents available to its Personnel and recognised trade unions or other representative groups of its Personnel and in its advertisements and literature.

10.3. 6bythree will:

- 10.3.1.** pay at least the Living Wage to all Personnel who work on [Client Name] premises, or land maintained by [Client Name] for two hours or more on any day of the week for eight or more consecutive weeks;
- 10.3.2.** ensure that its sub-contractors pay the Living Wage;
- 10.3.3.** promptly provide evidence of its compliance with this clause 10.3 on written request by [Client Name]'s Manager.

10.4. 6bythree will comply with all applicable anti-slavery and human trafficking laws, statutes and regulations including the Modern Slavery Act 2015.

11. Data Protection and Freedom of Information

- 11.1.** Both Parties will fulfil their obligations under the DPA and DPL connected with the Contract and will comply with the terms contained in Appendix I.
- 11.2.** 6bythree will assist and cooperate with [Client Name] to enable [Client Name] to comply with its information disclosure obligations under the FOIA and the EIR and shall comply with [Client Name]'s policy and wishes.



11.3. This clause 11 will continue to apply indefinitely after the Contract ends.

12. Safeguarding

12.1. 6bythree will ensure that where its Personnel work directly with, or have access to children or vulnerable adults, they will comply with the company's safeguarding policy and practices.

13. Access

13.1. 6bythree will allow [Client Name] and its auditors access at all reasonable times and on reasonable notice to all premises of 6bythree:

- 13.1.1. to inspect work being done as part of the provision of Services under this Contract;
- 13.1.2. to all records and information relating to the Contract;
- 13.1.3. to any of 6bythree's Personnel; and,
- 13.1.4. to all resources and systems used by 6bythree in connection with the Contract.

13.2. For a period of six (6) years, or such other period as the Parties may agree, following the expiry or termination of the Contract, 6bythree will allow [Client Name] and its auditors reasonable access from time to time as may be reasonably required for the purposes of examining records and information relating to the Contract.

13.3. [Client Name] will allow 6bythree to have such access as is reasonable in the circumstances to [Client Name]'s premises, officers, members or information for the purpose of providing the Services only to the extent it is necessary to deliver the Services.

14. Management Information and Audit

14.1. 6bythree will provide [Client Name] with:

- 14.1.1. the reports and information as set out in the Request for Quote; and,
- 14.1.2. such other information as [Client Name] may reasonably require from time to time or as a consequence of the Contract ending; and
- 14.1.3. agrees that the costs of so doing are included in the Price.

14.2. 6bythree will co-operate fully with any enquiry or investigation made by [Client Name]'s internal or external auditors or any other quality or performance inspectors that in any way concerns the Contract or the Services.



- 14.3. [Client Name] may use information given by 6bythree under the Contract to prevent and detect fraud and money-laundering and may share such information with other organisations that handle public funds for the same purpose.

15. Insurance

- 15.1. 6bythree shall maintain adequate insurance levels throughout the Term of the Contract and commensurate with the level of risk associated with the Services.
- 15.2. On each policy renewal date, 6bythree will provide [Client Name] with written evidence that it has complied with this condition.

16. Confidentiality

- 16.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each Party will:
- 16.1.1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 16.1.2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 16.2. Clause 16.1 will not apply to the extent that:
- 16.2.1. such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA and/or EIR;
 - 16.2.2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 16.2.3. such information was obtained from a third party without obligation of confidentiality;
 - 16.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 16.2.5. it is independently developed without access to the other Party's Confidential Information.
- 16.3. 6bythree may only disclose [Client Name]'s Confidential Information to:
- 16.3.1. the Personnel who are directly involved in the provision of the Services and who need to know the information and



16.3.2. will ensure that such Personnel are aware of and will comply with these obligations as to confidentiality.

16.4. 6bythree will not, and will procure that the Personnel do not, use any of [Client Name]'s Confidential Information received otherwise than for the purposes of the Contract.

16.5. In discharging its obligations under this clause 16, 6bythree will observe all further or particularised requirements in respect of confidentiality as may be set out in the Request for Quote and/ or any relevant Purchase Order.

17. Liability

17.1. 6bythree acknowledges that it is liable for any loss and damage suffered by [Client Name] and its service users or others arising out of the Services in the Contract.

17.2. As a separate and independent obligation, 6bythree will indemnify and keep indemnified [Client Name] against all liabilities, actions, damages, damage or injury to a person (whether fatal or otherwise) costs, losses, claims, expenses, demands, amounts payable to another Contractor and proceedings whatsoever in connection with the Goods and Services. This indemnity includes the failure to provide the Services, the installation of any Goods, the Intellectual Property Rights of the Services and any Goods or products supplied, the quality and provision of the Goods, and any of 6bythree's obligations under the Contract including its obligations under all of the applicable laws and policies that apply to the Contract. This indemnity applies to any act or omission of 6bythree or any of 6bythree's sub-contractors.

17.3. 6bythree will not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of [Client Name] or by breach by [Client Name] of its obligations under the Contract.

18. Status and Publicity

18.1. At all times during the term of the Contract, 6bythree will be an independent contractor and nothing in the Contract will create a contract of employment, a relationship of agency, a partnership or a joint venture between the Parties.

18.2. A Party is not authorised to act in the name of, or on behalf of, or otherwise bind the other Party unless it is authorised to do so under the terms of the Contract.

18.3. 6bythree will not communicate by any means with the press or broadcasting media about any matters connected with the Contract, except with the prior consent of [Client Name]'s Manager.



- 18.4. 6bythree will not advertise its provision of the Services to [Client Name] or use [Client Name]'s corporate logo, coat of arms or name without the prior written consent of [Client Name]'s Manager.

19. Business Continuity

- 19.1. 6bythree will have business continuity arrangements in place so that in the event of a failure of or disruption of the Services 6bythree will:
- 19.1.1. ensure that [Client Name] can continue to provide its functions;
 - 19.1.2. prevent loss of data;
 - 19.1.3. prevent or as far as possible minimise any impact on any service levels set out in the Contract; and
 - 19.1.4. ensure that normal provision of the Services begins as soon as possible.
- 19.2. 6bythree must continue to meet its obligations under the Contract and the Price will not be increased where any failure or disruption of the Services occurs because of any breach of Contract by 6bythree.

20. Termination

- 20.1. [Client Name] may without liability terminate the Contract for any reason by giving 6bythree not less than one (1) Months' notice in writing.
- 20.2. If 6bythree materially breaches any of the terms of the Contract, [Client Name] may give 6bythree five (5) Working Days' notice to remedy the breach. If the breach is not remedied within those five (5) days or in the opinion of [Client Name] is not capable of remedy [Client Name] may end the Contract by giving 6bythree five (5) Working Days' notice in writing.
- 20.3. Before the date of termination, 6bythree shall undertake any handover obligations reasonably imposed by [Client Name] and shall use its best endeavours to facilitate the continuity of the Services by any subsequent contractor, including, where necessary, the extension of the date of termination.
- 20.4. [Client Name] may end this Contract immediately by giving 6bythree notice in writing if 6bythree:
- 20.4.1. becomes bankrupt or insolvent, in circumstances which entitle the Court or a creditor to appoint or have appointed a receiver, manager or administrative receiver,
 - 20.4.2. has a provisional liquidator appointed or has a winding-up order made;



- 20.4.3. breaches Clause 10; or,
- 20.4.4. repeatedly (more than three times) breaches (and remedies) the Contract which [Client Name], acting reasonably, considers sufficiently material to terminate the Contract including where breaches are of the same or different obligations, or if the breaches have not been cured.

21. Force Majeure

- 21.1. No Party will be considered in breach of its obligations under this Contract or be responsible for any delay in their performance if this is prevented or delayed as a direct or indirect consequence of a Force Majeure Event.
- 21.2. If a Party reasonably considers that its obligations are delayed or affected by a Force Majeure Event, then that Party will promptly notify the other Party in writing providing full details of the Force Majeure Event and how long they estimate the delay will be.
- 21.3. The Party affected must use all reasonable endeavours to continue with the performance of its obligations under the Contract during the Force Majeure Event.

22. Dispute Resolution

- 22.1. If there is a dispute connected with the Contract the Parties will negotiate a settlement to the dispute following the dispute resolution process laid out in this clause 22.
- 22.2. Firstly, [Client Name]'s Manager and 6bythree's Manager will undertake to resolve any dispute between them.
- 22.3. If [Client Name]'s Manager and 6bythree's Manager are unable to reach agreement within five (5) Working Days, the dispute will be referred to a Director of [Client Name] and a person of equivalent status with 6bythree.
- 22.4. If [Client Name]'s Manager and 6bythree's Manager are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.5. No Party may commence any court proceedings in relation to the whole or part of the Dispute until 30 days after service of the Alternative Dispute Resolution (ADR) notice, provided that the right to issue interim or other urgent proceedings is not prejudiced by such delay.



- 22.6. If the Dispute is not resolved within thirty (30) days after service of the ADR notice, or either Party fails to participate or ceases to participate in the mediation before the end of that 30 day period, or the mediation terminates before the end of that 30 day period, the Dispute shall be resolved by the courts of England and Wales in accordance with clause 25.6 of this Contract.
- 22.7. Nothing in this dispute resolution procedure will prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23. Assignment and Sub-contracting

- 23.1. [Client Name] can assign the Contract to another public body.
- 23.2. 6bythree cannot transfer or assign the Contract, including to a purchaser of 6bythree's business without the written consent of [Client Name] before doing so.
- 23.3. 6bythree cannot sub-contract any of its obligations under the Contract or use the Contract as security without obtaining the written consent of [Client Name] before doing so.
- 23.4. 6bythree will be liable for any failure of a sub-contractor to perform the Services or for its failure to meet any of 6bythree's obligations under the Contract.
- 23.5. If a Contractor sub-contracts its obligations under the Contract, it will ensure that its contract with the sub-contractor shall:
 - 23.5.1. require payment to be made of all sums due from 6bythree to the sub-contractor within 30 days from the receipt of a valid invoice; and,
 - 23.5.2. require that the sub-contractor will have insurance at the same levels as 6bythree's insurance under this Contract.

24. Contract Changes

- 24.1. Either Party may propose a change to the Request for Quote or these terms and conditions of contract which may include a change to the Price.
- 24.2. The Parties may negotiate the proposal and if they agree a change they will record the change in writing and this will be signed by an authorised representative of [Client Name] and an authorised representative of 6bythree.
- 24.3. A Contract change will not take effect if a proposal is not agreed by an authorised representative of both Parties in writing.



- 24.4. Any extension to the Term of the Contract or another change to the information contained in the Request for Quote will be recorded by [Client Name] and confirmed in writing.

25. General

- 25.1. No third party shall have the right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 25.2. Each Party acknowledges that it has not entered into this agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Contract. Nothing shall prevent the Parties from bringing a claim in fraudulent misrepresentation.
- 25.3. If any provision of the Contract or if any court of competent jurisdiction declares any provision of the Contract to be invalid or unenforceable in any way, this will not affect the other provisions of the Contract which will remain in full effect.
- 25.4. Where any of the rights and obligations of the Parties in the Contract will or may be exercised after the end of the Contract, the Contract's Clauses conferring these rights and powers will survive and remain in full force and effect despite the Contract ending.
- 25.5. Any formal demand, notice or other communication required to be given under the Contract will be sufficiently served if sent by recorded delivery post (or equivalent), to the address of the Party to be served recorded in this Contract and, if so sent, will (subject to proof to the contrary) be deemed to have been received by the addressee (in the case of transmission by post) on the second working day after the date of posting or (in the case of electronic mail) on the first working day after confirmed transmission, as the case may be.
- 25.6. Where a Party signs this Contract by electronic signature (whatever form the electronic signature takes) this method of signature shall be conclusive of the Party's intention to be bound by this Contract as if signed by the Party by manuscript signature.
- 25.7. This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 25.8. The Contract will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.



Signed for and on behalf of [Client Name] by:	Signature:..... .. Name (IN CAPITALS): Director for :..... Date:
Signed for and on behalf of 6bythree Digital Limited by: Note : <i>The Contract must be signed personally by someone authorised to commit 6bythree to the Contract.</i> <i>This will usually be a director (if 6bythree is a company), a partner (if 6bythree is a partnership) or the sole owner of a firm.</i>	Signature : . Name (IN CAPITALS): Designation : Date:



1 Appendix I - Data Protection

In this Appendix the following definitions shall apply:

Data Protection Legislation: means all applicable data protection legislation in force from time to time in the UK including the UK General Data Protection Regulation, the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, 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);

Data Protection Impact Assessment: means an assessment by [Client Name] of the impact of the envisaged processing on the protection of Personal Data;

Contractor Personnel: means all directors, officers, employees, agents, consultants and contractors of 6bythree and or any sub-contractor engaged in the performance of its obligations under this Contract;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: take the meaning given in the DPL;

Data Loss Event: means any event that results, or may result, in unauthorised access to Personal Data held by 6bythree under the Contract and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

DPA: Data Protection Act 2018;

Law: means any UK law, sub-ordinate legislation within the meaning of Section 21(1) Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directives or requirements with which 6bythree is bound to comply;

Protective Measures: appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;

Sub-processor: any third Party appointed to process Personal Data on behalf of 6bythree related to this Contract.

DATA PROTECTION

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, [Client Name] is the Controller and 6bythree is the Processor. The only processing that 6bythree is authorised to do is listed in schedule 1A below by [Client Name] and may not be determined by 6bythree.



- 3 6bythree shall notify [Client Name] immediately if it considers that any of [Client Name]'s instructions infringe the Data Protection Legislation.
- 4 6bythree shall provide all reasonable assistance to [Client Name] in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance, at the discretion of [Client Name], include:
- (a) systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures, and mechanisms to ensure the protection of Personal Data.
- 5 6bythree shall, in relation to Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with schedule 1A below unless 6bythree is to do otherwise by Law. If it is so required 6bythree shall promptly notify [Client Name] before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) 6bythree Personnel do not process Personal Data accept in accordance with this Contract (and in particular schedule 1A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with 6bythree's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with 6bythree or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by [Client Name] or as otherwise permitted by this Contract; and



- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the prior written consent of [Client Name] has been obtained and the following conditions are fulfilled:
- (i) [Client Name] or 6bythree has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) 6bythree complies with its obligations under the DPL by providing an adequate level of protection to any Personal Data that is transferred or, if it is not so bound, uses its best endeavours to assist [Client Name] in meeting its obligations; and
 - (iv) 6bythree complies with any reasonable instructions notified to it in advance by [Client Name] with respect to the processing of the Personal Data;
- (e) at the written direction of [Client Name], delete or return Personal Data and any copies of it to [Client Name] on termination of the Contract unless 6bythree is required by Law to retain the Personal Data.
- 6 6bythree shall notify [Client Name] immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third party for disclosure of Personal data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.
- 7 6bythree's obligation to notify under clause 5 shall include the provision of further information to [Client Name] in phases as details become available.
- 8 Taking into account the nature of the processing, 6bythree shall provide [Client Name] with full assistance in relation to either Parties obligations under the Data Protection Legislation and any complaint, communication or request made under clause 5 (and insofar as possible within the timescales reasonably required by [Client Name]) including by promptly providing:
- (a) [Client Name] with full details and copies of the complaint, communication or request;



- (b) such assistance as is reasonably requested by [Client Name] to enable [Client Name] to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) [Client Name], at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by [Client Name] following any Data Loss Event;
 - (e) assistance as requested by [Client Name] with respect to any request from the Information Commissioner's Office, or any consultation by [Client Name] with the information Commissioner's Office.
- 9 6bythree shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 10 6bythree shall allow for audits of its Data Processing activity by [Client Name] or [Client Name]'s designated auditor.
- 11 6bythree shall designate a data protection officer if required by Data Protection Legislation.
- 12 Before allowing any Sub-processor to process any Personal Data related to this Contract, 6bythree must:
- (a) notify [Client Name] in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of [Client Name];
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Appendix I such that they apply to the Sub-processor; and
 - (d) provide [Client Name] with such information regarding the Sub-processor as [Client Name] may reasonably require.
- 13 6bythree shall remain fully liable for all such acts or omissions of any Sub-processor.
- 14 [Client Name] may, at any time on not less than 30 Working Days' notice, revise this clause 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 incorporated by attachment to this Contract).
- 15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. [Client Name] may on not less than 30 Working Days' notice to 6bythree amend this Contract to ensure it complies with any guidance issued by the Information Commissioner's Office.
- 16 The provisions of this Appendix I shall apply during the term of the Contract and indefinitely after its expiry.

**17 Schedule 1A – Table of Processing Personal Data and Data Subjects**

1. 6bythree shall comply with any further written instructions with respect to processing by [Client Name].
2. Any such instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	To perform Services in the Contract.
Duration of the processing	Term of the Contract.
Nature and purposes of the processing	The nature and purposes of the processing by 6bythree is to deliver Services under this Contract.
Type of Personal Data	Names and work emails of staff working on this Contract.
Categories of Data Subject	As above.
Plan for Return/ destruction	N/A



Schedule 1 – Client Request for Quote - Brief

To be added

Schedule 2 - Contractor's Quotation

To be added