



Digital Data Consultancy

Terms and Conditions Document

Version: 1.1_G15_01_2026

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This Agreement has been made on this day, between Buyer(Client), Name, Address, Company Number, and the Supplier (herein DDC).

Here the client is desirous or/and decided to procure particular services and has chosen DDC as their preferred supplier. The Supplier has agreed to provide those services as will be specifically further outlined in a separate SOW while this Agreement refers to the General terms and Conditions and the framework within which the parties will work together to implement the agreed services effectively.

1.Scope of Agreement

This agreement together with the SOW and any other agreements will define the scope and boundary of the services to be provided and which has been purchased by the Buyer. If there is a dispute between this agreement and the SOW it will be the SOW that prevails

2.Services

The Supplier shall provide the services as outlined and agreed in the SOW between the client and supplier.

The Supplier holds the right to subcontract a part of its services to any partners/Sub-contractors who work with them as required for completion of the services agreed

3.Delivery

The delivery of the services will be in accordance and agreed with the SOW and which connects in line with the Agreement, with DDC as the supplier.

The delivery timescales of the Services shall be as agreed in the SOW. We shall always endeavour to deliver as per the agreed timescales but cannot be held liable for delays that may occur as a result of the Buyer's own actions, decisions or that of its resources, agents etc.

In such situations we can and may ask our Buyer to pay for any extra cost that we(Supplier) may incur as a result of the delay.

We expect our Buyer to provide us with the necessary qualified, resources on a timely basis required for the delivery.

4.Service Levels

Our service levels whilst during the Project will be from 9:00 am till 6:00 pm (normally, but the final timings will be as per the SOW) from Monday to Friday, However if there any critical issues our Team can work extra hours to try and fix the issue. If it is an issue which has risen as a result of our activity, we shall if needed work outside the normal stipulated hours to resolve it.

If the issue has risen due to an activity on the part of the buyer, we shall provide the support and guidance outside our normal hours if necessary for the buyer to resolve the issue as quickly as possible.

The out of hours service level in such situations will be at the Suppliers discretion and on the criticality of the issue. We provide four levels of support. Tiers 0,1,2, 3 & 4

Tier 0 :Self-help and user-retrieved information

Users retrieve support information from web and mobile pages or apps, including FAQs, detailed product and technical information, blog posts, manuals, and search functions.

Tier 1: Basic help desk resolution and service desk delivery

Support for basic Buyer issues such as solving usage problems and fulfilling service desk requests that need IT involvement. If no solution is available, tier 1 personnel escalate incidents to a higher tier after triage.

Tier 2: In-depth technical support

Experienced and knowledgeable technicians assess issues and provide solutions for problems that cannot be handled by tier 1. If no solution is available, tier 2 support escalates the incident to tier 3.

Tier 3: Expert product and service support

Access to the highest technical resources available for problem resolution or new requirements. We analyse the root cause of the issue or request and then we decide whether to create a new fix, depending on the cause of the problem. This fix can be free as part of the core solution or it may be considered as a new change request.

Tier 4: Outside support for problems not supported by us.

Contracted support for items provided by but not directly serviced by the organization, including vendor software support.

5. Buyer Obligations

The Buyer is expected to provide all necessary information, resources, approvals to the Supplier as requested by the Supplier for it to conduct the services as outlined and agreed in the SOW. Such information, decisions and resources provided by the client should be accurate, clear, relevant and in a timely manner.

The monitoring and checking of accuracy of all actions taken and services provided by the Supplier on the basis of the information and decision provided by the Buyer, rests with the Buyer.

The Buyer is expected to provide the Supplier and its resources access to its premises if it is needed for the implementation of the Services as agreed in the SOW.

6. Term/Duration

The terms of this Agreement shall be valid for the duration of the Project. However, if there is a conflict between the Terms of this Agreement and the SOW it is the SOW that will prevail.

We shall endeavour to keep the terms of this Agreement valid for the entire Project, except in certain extenuating circumstances which will be covered in the Force Majeure and Termination Section of this Agreement.

We will make all parties associated with the project aware of a change in the Terms of this Agreement if required.

7. Confidentiality

Both the Buyer and the Supplier will come across information about each other's business, its practices, policies etc and both parties are expected to keep all such information strictly confidential.

Both the Buyer and Supplier shall only pass on this information to its resources/agents/sub-contractors/legal team on a need-to-know basis or/and as required by these entities to conduct its services as agreed within the SOW.

8. Intellectual Property Rights

We will use tools, mapping software and other technology or application as needed to conduct the services agreed in the SOW. All new and existing tools, software, mapping enhancement, processes, methodologies that we have invented or has been developed by us during the course of the Projects or outside shall be retained by us.

All the above should not be copied, used, passed on without our explicit consent/agreement. Any such acts will be deemed as a breach to our IPR, and the perpetrator of such actions will be liable to persecution.

9. Data Protection

This agreement has been written in accordance with the Data Protection Act 1998 and the GDPR. We pledge to collect, process and store data only for the execution of the services, as outlined in the SOW.

10. Publicity

The Supplier will be entitled to use the Buyer's logo and name on its Buyer's list, marketing and sales material and presentation during and after a successful go-live of the Project or once a SOW has been signed.

The Supplier is also entitled to use the Buyer's Project as a Case Study for its sales and marketing benefits.

11. Limitation of Liability

We, the supplier cannot be held liable for any third-party claim made against the Buyer for any loss or damages, loss, or damages to its Buyer records data any specific, incidental or consequential damages (loss to profits, loss to savings, loss of business, loss of goodwill) even if the company has been informed of this possibility.

The Supplier will not be held liable for any loss arising out of the Buyers' actions, inactions, negligence whether this be in delaying information, providing incorrect information, not checking the work provided by the Supplier on a regular basis, using incorrect data/methods to test the services, during or after the implementation of its services whether from the Buyer or/and a Third party.

The above limitations however do not apply to any personal injury, death or to any damage caused to each other's office equipment (to a maximum of £200,000), arising as a result of negligence, misrepresentation of fraud.

The risk within the deliverables is contained in the fees charged by the Suppliers and this is recognised and agreed by the Buyer, it is also a recognition that it is not possible to assess every deliverable either individually or in combination.

12 Entire Agreement

This Agreement constitutes the entire agreement between us (the Supplier) and the Buyer in relation to the services that we provide or agreed to provide and supersedes any prior agreements or representations. The agreement, its terms and conditions can only be altered when agreed in writing between the parties involved.

13. Severability

In the event that any part or parts of this Agreement is unlawful, invalid, or unenforceable then that part of the Agreement shall be deemed to be severed from the Agreement. The remaining part of the Agreement shall remain valid and enforceable.

14. Assignment

The Buyer/client shall not assign any part/provision or whole of this agreement without the explicit consent of the Supplier, here us. The Supplier however hold the right to assign part or all of its services to another subcontractor for the implementation of its services as agreed between the Supplier and the Buyer.

15. Solicitation

Neither party during the duration of the Project or an year thereafter shall solicit to employ or employ the services of any staff without the explicit consent of the other part

16. Notices

All notices to be given or sent both via email and post and will be considered duly given if it is sent received during normal business hours.

17. Waivers

Failure or delay to exercise any of the rights under this agreement shall be deemed in no way to be a waiver of the rights under this agreement nor will it function as a waiver of any other part or provisions mentioned under this Agreement.

18.Charges & Payment

The Buyer shall pay the supplier in accordance with the rates as agreed in the SOW plus Value Added Tax or any additional tax/levy as need to be paid in accordance with the tax laws within the country.

The Supplier shall maintain Timesheets of its resources employed on the Project. The Supplier shall Invoice the Buyer on a monthly basis in arrears. The Buyer shall pay the Invoice within 30 days of its receipt.

The Supplier hold the right to charge an interest of 2% to the Buyer if it does not receive its payment within 60 days of submission of the Invoice.

The Buyer shall vary the charges (as agreed within the SOW) a year after the agreement is entered into with the Buyer by no more than the inflation rate for the preceding year.

19. Change Control Process

The Supplier expects the Buyer to express in writing any changes or modifications it needs to the current scope. The Supplier considers the technical impact and also estimates the additional cost it would have to incur to include the changes.

The Supplier would then submit a Variation letter outlining the changes to the Buyer upon which the Buyer is expected to respond within seven days.

If the Supplier does not receive a response withing seven days the changes shall be deemed as cancelled.

20.Force Majeure

No party can be held liable for any delay or failure in providing the services or acting in accordance with the Terms and Conditions of this agreement or/and the SOW if the delay or failure has risen as a result of a situation which is beyond their control such as fire, flood, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event.

The Buyer can after a period of six months terminate the contract, however the Supplier would be entitled to full payment for its services rendered to the Buyer before the commencement of the Force Majeure event.

The party affected by such a Force Majeure event should communicate in writing to the other party within two days of the event and the affected party would receive a reasonable extension to the extension of the timescale for it to complete its services, the extension period being no less than the period for which the services was suspended.

21.Governing Law

This agreement shall be construed in accordance with the laws of England and Wales.