

Rod Barlow Digital Consultancy Ltd

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Standard Terms and Conditions for Professional Services

1. Payment

Invoices will be issued upon completion of agreed milestones or monthly in arrears, as specified in the Statement of Work. Payment is due within 30 days of invoice date. Late payments may incur interest at 2% per month.

2. Confidentiality

Both parties agree to keep all information designated as confidential strictly confidential and not disclose it to any third party without prior written consent, except as required by law.

3. Non-Solicitation of Employees

During the term of this agreement and for 12 months thereafter, neither party shall directly or indirectly solicit or employ any employee of the other party involved in the provision of services under this agreement without prior written consent.

4. Intellectual Property

All intellectual property created during the engagement shall belong to the client upon full payment, unless otherwise agreed in writing. Pre-existing intellectual property of either party remains their sole property.

5. Limitation of Liability

Neither party shall be liable for any indirect, incidental, or consequential damages. Total liability under this agreement shall not exceed the total fees paid for the services.

6. Data Protection

Both parties shall comply with applicable data protection laws, including GDPR, and ensure appropriate measures are in place to protect personal data.

7. Software License Compliance

The client warrants that any software provided or used during the engagement is properly licensed. The client shall indemnify the service provider against any claims, damages, or costs arising from the client's breach of software license rights.

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8. Personnel Changes

The service provider reserves the right to change personnel assigned to the project from time to time, provided that such changes do not materially affect the quality or continuity of the services.

9. Termination

Either party may terminate this agreement with 30 days' written notice. Upon termination, the client shall pay for all services rendered up to the termination date.

10. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, strikes, or government actions.

11. Dispute Resolution

Any dispute arising under this agreement shall first be addressed through good faith negotiations between senior representatives of both parties. If unresolved within 30 days, the dispute shall be referred to mediation under the Centre for Effective Dispute Resolution (CEDR) rules. If mediation fails, disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Governing Law

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