

1. Application

1.1 These Terms and Conditions shall apply to the provision of Services by the Service Provider to the Client.

1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions of the Client, the former shall prevail unless otherwise agreed by the Service Provider in writing.

1.3 In the event of conflict between these Terms and Conditions and those stipulated in G-Cloud 15, the latter shall prevail unless otherwise agreed by the Client and Service Provider in writing.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Agreement” means any agreement, proposal, schedule or quotation provided by the Service Provider which is subject to these Terms and Conditions
- “Business Day” means any day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- “Normal Working Hours” means 8 hours between 0900 and 1700 UK time on a UK business day.
- “Client” means any individual, firm or corporate body which purchases services from the Service Provider
- “Fees” means the fees payable by the Client in accordance with the Terms of Payment
- “Services” means the Professional Services by the Supplier
- “Service Provider” refers to 2Three5 Solutions Limited (Company Registration Number 15500557)

3. The Services

3.1 The Service Provider shall, in consideration of the Fees being paid in accordance with the Terms of Payment, provide the Services to the Client.

3.2 The Service Provider will use reasonable care and skill to perform the Services. The Service Provider shall use all reasonable endeavours to complete its obligations under these Terms and Conditions.

3.3 The Service Provider and the Customer will mutually agree the scope and timescales of the services to be provided, and associated deliverables where applicable, within the Statement of Work.

3.4 Each engagement is supported by a Service Provider Technical Account Manager serving as the primary point of contact. This manager leverages expertise in the field and experience in managing similar service deliveries to ensure consistent, high-quality project execution. The Service Provider Technical Account Manager is also responsible for swiftly addressing and resolving any administrative or contractual issues, including arranging specialized support as needed.

4. Fees

4.1 The Client agrees to pay the Fees in accordance with the Agreement.

4.2 The Service Provider shall be entitled to recover from the Client his reasonable expenses for travel, accommodation, subsistence, materials used and for third party goods and services supplied in connection with the provision of the Services.

4.3 The Client will pay the Service Provider for any additional services provided by the Service Provider that are not specified in the Agreement in accordance with the Service Provider's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed.

4.4 Unless otherwise agreed in the call-off contract, invoices will include a total for expenses. The Service Provider shall ensure all expenses are reasonable and, where applicable, align with Buyer travel and subsistence rates. Copies of receipts will not routinely be provided (unless specifically requested by the client).

5. Acceptance of Deliverables

5.1 Deliverables shall be submitted to the Client for review and acceptance.

5.2 In the event that the Service Provider is delayed in the provision of the services by the Client or for any reason outside the direct control of the Service Providers, the

impact of such delay shall be assessed via the procedure for changes to the assignment and shall be agreed and approved by the Client.

5.3 The Client shall review the deliverables within a period of ten working days.

6. Payment

6.1 The Service Provider will invoice the Client based on completion of service delivery or as per agreed payment schedule.

6.2 Payments shall be made within 30 days of the date of the relevant invoice.

6.3 If the Customer does provide the payment in line with the Terms & Conditions set out above, the Service Provider can suspend any further Service delivery that has been agreed with the customer.

7. Confidentiality

7.1 Both the Service Provider and the Client shall undertake that, except as provided by sub-clause or as authorised in writing by the other Party, it shall always during the continuance of the Agreement and after its termination:

- Keep confidential all Confidential Information;
- Not disclose any Confidential Information to any other party;
- Not use any Confidential Information for any purpose other than as contemplated by these Terms and Conditions or the Agreement;
- Not make any copies of record in any way or part with possession of any Confidential Information

7.2 Subject to sub-Clause 7.3, either Party may disclose any Confidential Information to:

- any of their sub-contractors or suppliers;
- any governmental or other authority or regulatory body; or
- any of their employees or officers

7.3 Disclosure under sub-Clause 7.2 may be made only to the extent that is necessary for the purposes contemplated by these Terms and Conditions and the Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. The disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the

Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

7.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.

8. Variation and Amendments

8.1 The Service Provider can withdraw, cancel or amend a quotation if it has not been accepted by the Client, or if the Service delivery has not started within a period of 30 days from the date of the quotation.

8.2 Either the Service Provider or the Customer can cancel an order for any reason prior to the Customer acceptance (or rejection) of the quotation.

8.3 If the Client wishes to vary any details of the Agreement, he must notify the Service Provider in writing as soon as possible. The Service Provider shall endeavour to make any required changes, and any additional costs thereby incurred shall be invoiced to the Client.

8.4 If, due to circumstances beyond the Service Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client immediately. The Service Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

9. Termination

9.1 Either party may terminate the Assignment by giving the other party in writing at least 30 days notice, or as otherwise stated in the Call-Off contract. The Client shall remain liable for Fees for Services performed up to the date of Termination.

9.2 Notwithstanding the provisions of this clause the Client may terminate the Assignment by notice in writing to the Service Provider where:

- the Service Provider has acted in breach of any statutory or other reasonable rules and regulations applicable to it while providing the Assignment; or
- the Service Provider is in wilful or persistent breach of its obligations; or

- the Client reasonably believes and is able to evidence that the Service Provider has not observed any condition of confidentiality applicable to the Service Provider from time to time; or
- the Client reasonably considers and is able to evidence that the Service Provider's provision of the Assignment is unsatisfactory.

9.3 The Service Provider may terminate an Assignment forthwith by notice in writing if:

- the Client fails to pay any amount which is due to the Service Provider in full and on the date that the payment falls due;
- the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
- an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
- an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement).

10. Sub-Contracting

10.1 Neither Party may sub-contract the performance of any of its obligations under these Terms and Conditions without the prior written consent of the other Party. Where either Party subcontracts the performance of any of its obligations under these Terms and Conditions to any person with the prior consent of the other Party, the subcontracting Party shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of the sub-contracting Party itself.

11. Recruitment Restriction

11.1 Unless otherwise agreed in writing, neither party may engage a person who is or has been in the service of the other party and performs or has performed important tasks relating to the Services in question, or enter into any other agreement or other arrangement, whose purpose is to obtain the work contribution of the person in question, until six months have passed from the termination or expiration of the Professional Service or employment in question, whichever first occurs.

11.2 In case of a breach of the recruitment restriction, the party in breach shall be liable to pay to the other party in liquidated damages an amount corresponding to the gross salary of the person in question for the previous six (6) months period.

11.3 The recruitment restriction shall, however, not be applied if the employment of the person in question has been terminated due to a reason attributable to the employer.

12. Liability and Indemnity

12.1 Except in respect of death or personal injury caused by the Service Provider's negligence, the Service Provider will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Service Provider's servants or agents or otherwise) in connection with the performance of its obligations under these Terms and Conditions or with the use by the Client of the Services supplied.

12.2 The Client shall indemnify the Service Provider against all damages, costs, claims and expenses suffered by the Service Provider arising from loss or damage to any equipment (including that of third parties) caused by the Client, or his agents or employees. The Service Provider's total aggregate liability in respect to any one default shall not exceed 125% of the Fees paid or payable under the Call-Off contract, or such other limit as mandated by the Framework.

12.3 The Service Provider shall maintain a separate, higher liability cap for breaches of Data Protection Legislation as specified in the Call-Off contract.

12.4 The Service Provider shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Service Provider's obligations if the delay or failure was due to any cause beyond the Service Provider's reasonable control.

13. Force Majeure

13.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under these Terms & Conditions to the extent that such delay or failure is a result of a Force Majeure event.

13.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Framework Agreement.

14. Waiver

14.1 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. Severance

15.1 In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, these provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

16. Law and Jurisdiction

16.1 Any disputes or matters (including non-contractual) under these Terms & Conditions will be governed by and construed under the Laws of England and Wales and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

17. Data Protection

17.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation (including the UK GDPR and the Data Protection Act 2018).

17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Service Provider is the Data Processor.

17.3 The Service Provider shall process Personal Data only on the written instructions of the Client and shall ensure that robust technical and organisational measures are in place to protect against unauthorised or unlawful processing and accidental loss or destruction of data.

18. Intellectual Property Rights (IPR)

18.1 Background IPR: All Intellectual Property Rights owned by the Service Provider prior to the Agreement, including but not limited to all proprietary materials, technical assets, software, frameworks, and methodologies, shall remain the absolute property of the Service Provider, unless otherwise expressly agreed and specified within the Call-Off Contract. Where the Service Provider retains ownership, it hereby grants the Client a non-exclusive, non-transferable, royalty-free licence to use such Background IPR solely

for the purpose of receiving and utilising the Services for the duration of the contract and any subsequent transition period.

18.2 Foreground IPR: All Intellectual Property Rights in the specific deliverables, reports, and bespoke configurations created specifically for the Client under the Agreement shall vest in the Client upon full payment of the Fees, subject to any pre-existing Background IPR incorporated therein, unless otherwise specified in the Call-Off Contract.