



ETHOS-CHAIN
CONSULTANCY

TERMS AND CONDITIONS

Commercial | Procurement | Supply Chain
Technology and Data Analytics

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G-Cloud Services

Standard Terms of Business

1 Definitions

Agreement: These Standard Terms of Business, the Statement of Supply, the Statement of Price, any Additional Customer Responsibilities, and any other document expressly incorporated by the parties.

Client: The organisation receiving the Services from Ethos-Chain Ltd.

Consultancy / Ethos-Chain: Ethos-Chain Ltd (Company No. 14915273), 71–75 Shelton Street, Covent Garden, London WC2H 9JQ.

Consultant: Any individual or entity engaged by Ethos-Chain to deliver Services to the Client.

Assignment: The provision of Consultancy Services sourced via the G-Cloud framework.

Assignment Period: The period from the Commencement Date until completion, expiry, or termination of the Assignment.

Commencement Date: The date Services first commence.

Client Data: All data supplied by the Client or generated by Ethos-Chain in delivering the Assignment, including Personal Data.

Client's Pre-Existing IPR: Intellectual Property Rights owned by or licensed to the Client prior to or independently of this Agreement.

Client's Confidential Information: All confidential or sensitive information relating to the Client's business, operations, personnel, or customers.

Embedded Materials: Any pre-existing IPR belonging to Ethos-Chain or a third party that is embedded in any deliverable produced during the Assignment.

FOIA: The Freedom of Information Act 2000.

IPR / Intellectual Property Rights: All copyright, database rights, design rights, patents, trademarks, know-how, trade secrets, domain names and other similar rights.

Personal Data: Has the meaning in the Data Protection Act 1998 (or applicable UK data protection law).

Premises: Client premises or facilities made available for the delivery of the Assignment.

Property: Any equipment or materials provided to Ethos-Chain by the Client.

Third Party Materials: Any materials owned by third parties and used by Ethos-Chain in delivering the Assignment.

Working Day: Any day except Saturday, Sunday or public holidays in England and Wales.

Web Portal: Any online platform made available by the Client for delivery of the Assignment.

2 Formation of Contract

By requesting, scheduling, or accepting Services from Ethos-Chain (including reviewing or using any Consultant CVs or deliverables), the Client agrees to be bound by these Terms.

No variation is valid unless agreed in writing by a director of Ethos-Chain.

3 Client Responsibilities

The Client shall provide reasonable assistance and access required for the delivery of the Assignment; nominate an authorised representative; provide accurate and timely information; ensure Client staff are available; provide office facilities and licences; notify Ethos-Chain promptly if assumptions appear incorrect.

4 Confirmation of Assignments

Ethos-Chain shall provide written confirmation of each Assignment, including duration, milestones, fees, expenses and invoicing arrangements.

5 Price and Payment

Invoices are issued monthly in arrears unless otherwise agreed.

Payment is due within 30 days of invoice date.

Prices exclude VAT.

Overdue payments may accrue interest at 3% above Barclays Bank base rate.

Ethos-Chain may suspend work after 14 days' notice of non-payment.

Timeframes and delivery dates are estimates unless agreed otherwise.

6 Timesheets (If Applicable)

Client approval of timesheets confirms days worked and quality performed. Non-approval does not remove the obligation to pay.

7 Completion

Deliverables are issued in draft for review.

Time is not of the essence.

Client-caused delays will be handled via change control.

If no comments within 14 days, deliverables may be issued as final.

Final deliverables are deemed accepted on issue.

Changes require a change request.

8 Changes

Either party may request changes; changes must be agreed in writing; evaluation may be chargeable.

9 Termination

Either party may terminate with the contractual notice.

Immediate termination by the Client is permitted for legal breaches, material breach, confidentiality breach, or unsatisfactory performance.

Ethos-Chain may terminate immediately for non-payment, insolvency, administration or liquidation.

10 Liability

Ethos-Chain exercises reasonable skill and care.

Not liable for Client decisions based on deliverables or advice.

Liability capped at 100% of Price.

Liability apportioned based on contribution.

Client indemnifies Ethos-Chain for losses from Client breaches.

11 Confidentiality and Publicity

Each party shall keep the other's Confidential Information secure.

Ethos-Chain may reference the Client but not publish work details without permission.

Client may not disclose deliverables without consent.

12 Intellectual Property Rights

Ethos-Chain owns IPR in deliverables unless agreed otherwise.

Client receives a non-exclusive, royalty-free licence for internal use upon full payment.

Pre-existing IPR remains with Ethos-Chain or third parties.

Client Pre-Existing IPR remains the Client's property.

13 Staff

Each party's personnel remain under their control.

Ethos-Chain will replace personnel if requested.

No solicitation of staff during the Assignment or 6 months after.

Breach results in liquidated damages equal to 12-month gross income.

TUPE not intended; if it applies, Client indemnifies Ethos-Chain.

14 General

Parties are not liable for force majeure delays.

Notices must be in writing.

No assignment without consent; Ethos-Chain may subcontract.

No third-party rights apply.

15 Disputes and Law

Parties will attempt negotiation, then ADR if needed.

English courts have non-exclusive jurisdiction.

Claims must begin within 6 months of awareness.

16 Entire Agreement

Variations must be in writing and signed.