Commercial Terms & Conditions

Pioneering People-driven Digital

Standard Terms & Conditions

1. Definitions and Interpretation

1.1. In these Standard T&Cs (and unless the context requires otherwise):

"Agreement" the Cover Sheet, the Commercial Terms and these Standard T&Cs.

“Anti-Bribery Legislation” means all and any of the following (without limitation): the United Nations Convention against Corruption; the United States Foreign Corrupt Practices Act of 1977 as amended; the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; the Bribery Act 2010 and the Proceeds of Crime Act 2002; and any and all similar applicable anti-bribery and/or anti-corruption legislation of any jurisdiction from time to time;

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;

"Charges" means the charges specified in the Commercial Terms;

"Confidential Information" means, without limitation, secret or confidential commercial, financial, marketing, technical or other information (including, without limitation) know-how, trade secrets, business and marketing plans, price lists, end users, customers, personnel, suppliers, terms of business, services, intellectual property (owned or licensed), financial results, contractual arrangements or other dealings, transactions and affairs, reports and recommendations, the Agreement, the content of the Agreement and other information in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and "confidential" means that the information, either in its entirety or in the precise configuration, is not publicly available);

“Contract Manager” means the person specified on the Cover Sheet as appointed on behalf of the respective parties in accordance with Clause 7;

"Control" or **“Controlled”** has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988;

"Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Agreement including an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion but, for the avoidance of doubt, excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;

“Good Industry Practice” means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected at such time from a skilled and experienced provider of services similar to the Services seeking in good faith to comply with its contractual obligations;

“Group" means a subsidiary undertaking or parent undertaking of a party or any other subsidiary undertaking of any parent undertaking of that party and the terms "parent undertaking” and “subsidiary undertaking” shall have the meanings set out in sections 1161 and 1162 and Schedule 7 of the Companies Act 2006 and “subsidiary” shall be construed in accordance with section 1159 of the Companies Act 2006;

“Insurance” has the meaning specified in the Commercial Terms;

“Intellectual Property Rights” means all intellectual property rights of any kind whatsoever including without limitation patents, trademarks, service marks, trade names, rights in designs, copyrights, trade secrets and Know-how, whether or not registered and including applications for any such right, matter or thing or registration thereof;

“Invention” means any invention, idea, discovery, development, improvement or innovation made by the Consultant (including (without limitation) by their Personnel) in the provision of the Services;

“Personnel” means the personnel set out in the Commercial Terms who are employees of or otherwise engaged by the Consultant;

“Know-how” means such skills, knowledge, experience, technical information or techniques of whatsoever nature utilised by either party in the performance of this Agreement;

“Location” has the meaning specified in the Commercial Terms (as relevant); **“Services”** means the services specified in the Commercial Terms; **“Timetable”** means the timetable specified in the Commercial Terms;

“Client Policies” means any Client policies that are relevant to the Services, which may include (without limitation) the following policies: health and safety policy, modern slavery policy, acceptable use policy, information security policy, data classification and handling policy, network architecture and design policy, laptop and mobile device policy, infrastructure configuration and management policy, third party providers policy, secure software development lifecycle policy, access control policy, anti-malware policy, major incident management policy and leavers’ policy. For the avoidance of doubt and where relevant, references to “employees” in the Clients Policies shall apply mutatis mutandis to the Consultant’s Personnel for as long as they are engaged in the Services;

And **“Client Property”** means Confidential Information, sales and technical literature, sales samples, models, documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of Client or its customers and business contacts, and any equipment, keys, remote access details, usernames and passwords, hardware or software provided for the Consultant use by the Client during the Initial Term (and any extended term), and any data or documents (including copies) produced, maintained or stored by the Consultant on the Clients or the Consultant's computer systems or other electronic equipment during the Engagement; and **“Works”** mean all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, code and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant (including (without limitation) their Personnel) in the provision of the Services or otherwise in connection with this Agreement, and any Intellectual Property Rights therein.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Clause and paragraph headings shall not affect the construction or interpretation of the Agreement.

1.4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.5. In the event of any inconsistency or conflict between any of the provisions of the Agreement, the provisions of the Cover Sheet, shall prevail in preference to the Commercial Terms and Standard T&Cs, and the provisions of Commercial Terms shall prevail in preference to the Standard T&Cs.

1.6. References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.7. This Agreement will be subject to the terms of the Cover Sheet, Commercial Terms and Standard T&Cs to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Client or Consultant purport to apply in any document whatsoever and whenever).

2. Commencement and Term

2.1. The Agreement shall take effect from the Services Commencement Date and shall continue in force for the Initial Term unless terminated earlier in accordance with this Agreement.

2.2. If the Client wishes to continue to work with the Consultant beyond the Initial Term they must agree in writing before the end of the Term and produce a new contract once terms are agreed.

3. The Services

3.1. The Consultant shall provide the Services:

a. in accordance with Good Industry Practice;

b. in accordance with all applicable laws and regulations;

c. in accordance with any reasonable requests given by the Client from time to time; and

d. in accordance with the terms of this Agreement.

3.2. The Consultant will at all times act in good faith and in the best interests of the Client.

3.3. The Consultant shall meet any performance dates specified in the Agreement or a signed Statement of Work (SOW). If no dates are specified, the Consultant shall provide the Services in a timely manner.

3.4. Nothing in this Agreement shall be construed as or have effect as constituting the relationship of employer and employee between the Client and the Consultant personnel or any substitute personnel the Consultant instructs. For the avoidance of doubt, the Consultant shall be responsible for the taking of any disciplinary action in respect of its Personnel and for paying any salaries, tax and National Insurance contributions payable in respect of such Personnel and for arranging and paying any charges payable in respect of any visas required (where relevant).

3.5. The Consultant shall comply with and shall ensure that its Personnel comply with all applicable laws and regulations (including without limitation the Data Protection Act 1998 and the Computer Misuse Act 1990, the right to work legislation and GDPR regulations) and all Client Policies in the provision of the Services.

3.6. The Consultant shall have autonomy in determining the method of performance as the Consultant deems appropriate for the satisfactory provision of the services. In doing so, the Consultant shall endeavour to co-operate with the Client or subsequent agreed third parties reasonable requests within the scope of the services.

4. Charges

4.1. In consideration of the supply of the Services, the Client shall pay the Charges to the Consultant in accordance with the payment terms set out in the Commercial Terms. The Consultant shall submit an invoice monthly in arrears to the Client's Contract Manager (or such other person as may, from time to time, be advised to the Consultant by the Client). Each invoice shall include details of the period to which the invoice relates and the fee for the Services.

4.2. The Client shall pay the invoiced amount, less any deductions as required by law.

4.3. The Charges for the Initial Term shall be the charges set out in the Commercial Terms.

4.4. If the Consultant or its Personnel are required to travel abroad in the course of the Services, the Consultant shall be responsible for any necessary insurances, inoculations and immigration requirements. Payment of any additional expenses deemed reasonable by the Consultant will be considered on a case-by-case basis and constitute a separate ad-hoc agreement.

4.5. If the Client in good faith disputes the accuracy of the amount invoiced, the Client shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. In the event the Parties are unable to resolve such dispute, the matter shall be resolved in accordance with Section 28 of the Standard Terms & Conditions.

5. Personnel

5.1. In the event that any one of the Personnel or substitutes has to be replaced (for example due to sickness, resignation or other termination of engagement by the Consultant or due to removal of Personnel) the Consultant shall, as soon as reasonably practicable, replace the Personnel with a person equally qualified and with similar experience.

5.2. The Consultant shall on request by the Client provide evidence of the experience and qualifications of the Personnel and any replacement of the same.

5.3. The Client shall have the right to require the Consultant to remove any Personnel due to lack of appropriate skills or inappropriate conduct, from the provision of the Services at any time and without any compensation being payable.

6. Client Obligations

6.1. The Client shall:

a. co-operate with the Consultant in matters relating to the Services as the Client considers reasonably necessary; and

b. provide such information as the Consultant may reasonably request and the Client considers reasonably necessary, in order to carry out the Services.

6.2. Failure to meet these obligations may result in delays or additional charges.

7. Contract Management and Governance

7.1. Each party shall appoint a Contract Manager.

7.2. Each party shall ensure that its respective Contract Manager is sufficiently senior within the organisation of the appointing party to ensure full co-operation in relation to the operation and management of this Agreement.

7.3. Each party shall notify the other in writing as soon as reasonably practicable of any replacement of its Contract Manager together with details of the replacement Contract Manager.

7.4. The parties' respective Contract Managers shall have regular meetings which shall be at least once per quarter to monitor and review the performance of this Agreement and the provision of the Services ("Progress Review Meetings").

7.5. Prior to each Progress Review Meeting, the Consultant Contract Manager shall notify the Client Contract Manager and vice versa, of any problems relating to the provision of the Services for discussion at the Progress Review Meeting. At the Progress Review Meeting, the parties shall agree a plan to address such problems. In the event of any problem being unresolved, or a failure to agree on the plan, Clause 28 shall apply. Progress in implementing the plan shall be included in the agenda for the next Progress Review Meeting.

8. Intellectual Property

8.1. The Intellectual Property Rights in the Works shall vest in and belong to the client absolutely. The Consultant assigns to the Client by way of present and future assignment all Intellectual Property Rights the Works, together with all rights of action, remedies, powers and benefits relating to such Intellectual Property Rights and the right to be registered as the proprietor of any applications for registered protection of such Intellectual Property Rights.

8.2. The Consultant personnel and any substitutes waives any moral rights in any Intellectual Property Rights in any Works, to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action of claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.

8.3. At the request of the Client, the Consultant will, at the Client’s cost, do and procure all further acts and execute and procure the execution of all documents that may be necessary under the law of any country to ensure a complete and effective assignment of the Intellectual Property Rights under Clause 8.2. The Consultant will also ensure and procure that any author's moral rights are waived.

8.4. In relation to any Intellectual Property Rights of the Consultant which existed prior to the commencement of this Agreement and are used by the Consultant to perform the Services, the Consultant retains those Intellectual Property Rights unless specifically stated otherwise in the Commercial Terms.

8.5. To the extent that the Client provides the Consultant for the purpose of or in connection with performing the Services with any materials in which the Client owns (or is licensed by a third party to use) the Intellectual Property Rights, the Consultant acknowledges and agrees that nothing in this Agreement grants to the Consultant any right, title or interest in such materials other than a limited non-exclusive right to use those materials solely for the purposes of performing the Services. All Intellectual Property Rights in such materials are and shall remain the exclusive property of the Client or (if applicable) its third party licensors.

8.6. Neither Party, nor any of its Personnel, shall, in relation to the other Party (and/or any member of the other Party's Group), anywhere in the world:

a. challenge the title of the other Party to any of its Intellectual Property Rights or assist others to do so;

b. cause or permit any damage to the validity of any Intellectual Property Rights of the other Party or assist others to do so;

c. use any mark or name confusingly similar to the Intellectual Property Rights of the other Party:

    i. as part of any corporate, business or trading name or style of the Party or anything equivalent to any of the foregoing; or

    ii. as part of any domain name, metatag, URL, worldwide web link or anything equivalent to any of the foregoing;

d. use any trademark or trade name so resembling any Intellectual Property Right, trademark or trade name of the other Party as to be likely to cause confusion or deception.

8.7. Neither Party shall use this Agreement, nor the name (or any trademark or trade name) of the other Party (or any member of the other Party's Group), for any advertisement or publicity purposes without the prior written consent of that other Party.

9. Open Source Software

9.1. Unless the Client has first provided its prior written consent, the Consultant (and its Personnel) shall not use, or include within the Works and Deliverables, any components or software subject to third-party licences (including without limitation open-source or other freely-available licences) ("Third Party Software").

9.2. If the Client does agree in writing to the use of Third Party Software, then:

a. The Consultant must comply with the Client's open-source policies.

b. Permissive, non-viral licences (e.g. MIT, BSD, Apache 2.0) may be used without further approval, provided that the Consultant:

c. Copyleft or viral licences (e.g. GPL, AGPL, LGPL, CeCILL, Creative-Commons Share-Alike or any similar licence) may only be used if the Client has expressly authorised that specific licence in writing.

d. The Consultant must provide upon request—a complete inventory of every open-source component incorporated into the Works and Deliverables, both during performance and after termination of this Agreement.

9.3. The Client may monitor and audit any use of Third Party Software in the Works and Deliverables. If requested, the Consultant shall engage an independent third party to report on all Third Party Software usage, at the Client's cost (unless the Parties agree otherwise in writing).

10. Remedies

10.1. If the Consultant fails to perform the Services (or any part of them) in accordance with this Agreement, the Client may, provided it has first given the Consultant written notice describing the breach and at least 10 Business Days to cure, elect one of the following, which shall be Consultant's sole liability for that breach:

a. require the Consultant to re-execute the non-conforming Services at no additional charge; or

b. require the Consultant to credit the Client an amount equal to the portion of Charges paid for the non-conforming Services.

10.2. Any re-execution under Clause 10.1(a) must be completed within a further 10 Business Days (unless the Parties agree to a different timeframe).

10.3. The aggregate liability of the Consultant under this Clause 10 for any single breach or series of related breaches shall not exceed the total Charges paid by the Client in respect of the affected Services.

10.4. Except for liability for fraud, gross negligence or willful misconduct, neither Party shall be liable for any indirect, special or consequential losses arising out of or in connection with this Agreement.

11. Confidentiality

11.1. Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party (or any member of the other party's Group), disclosed or obtained as a result of the relationship of the parties under the Agreement and shall not use nor disclose the same save for the purposes of the proper performance of the Agreement or with the prior written consent of the other parties.

11.2. Each party agrees to take all proper and reasonable measures to require that its employees and sub-contractors to whom it discloses the other party's Confidential Information keep secret and treat as confidential all such Confidential Information. These measures shall in any event be no less than the measures it takes to protect its own Confidential Information. The parties agree to ensure that if the other party so requests prior to disclosure such employee, consultant, sub-contractor or agent (or in the case of the Supplier, the Personnel) enters into a non-disclosure agreement in a form reasonably acceptable to all parties containing obligations equivalent to those set out in this Clause 11. Each party shall use reasonable endeavours to procure that any such employee, supplier, consultant, sub-contractor or agent (and in the case of the Consultant, the Personnel) complies with such obligations.

11.3. The obligations of confidentiality in this Clause 11 shall not extend to:

a. any matter which any party can show is in or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under these Clauses;

b. or was in its written records prior to the date of the Agreement; or

c. was independently disclosed to it by a third party (excluding a member of either party's Group).

11.4. Nothing in this Clause 11 shall prevent disclosure of information which is required to be disclosed under any applicable law, or by order of a court or governmental body or regulatory body or other competent authority or to any professional adviser of such party who also has an obligation to keep any such Confidential Information confidential.

12. Insurance

12.1. The Consultant shall maintain in force during the Initial Term (and any extended term) and for a period of six (6) years afterwards and at its own cost. Insurance and any other insurance specified in the Commercial Terms, of no less than the amount set out in the Commercial Terms. On the Clients written request, the Consultant shall provide the Client with copies of the Insurance policy certificates and details of the cover provided.

13. Warranties

13.1. The Consultant warrants and represents to the Client that:

a. it will perform the Services and its obligations under this Agreement with reasonable care and skill and in accordance with Good Industry Practice;

b. it has full capacity and authority and is insured to enter into and perform its obligations under this Agreement;

c. this Agreement is executed by a duly authorised representative of the Consultant;

d. its entering into this Agreement does not contravene any law, its constitution, any agreement to which it is a party or any judgment applying to it;

e. it will have all necessary Personnel to perform its obligations under this Agreement;

f. the Personnel will be adequately qualified and have the necessary experience and expertise;

g. the Services will be provided in accordance with all applicable laws and regulations;

h. the Services will conform with all descriptions of the Services in this Agreement; and

i. it shall obtain and maintain any certification, licences or permits necessary for the performance of this Agreement and, upon request, provide copies; and

j. there are no actions, suits or proceedings or regulatory investigations pending or, to the Consultant's knowledge, threatened against or affecting the Consultant before any court or administrative body or arbitration tribunal that might affect the ability of the Consultant to meet and carry out its obligations under this Agreement.

k. any Works shall:

    i. be of satisfactory quality and fit for its purpose;

    ii. be substantially error free;

    iii. be free from any errors, buys, loopholes, or malfunctions allowing third parties to:

        a. defraud or attempt to defraud the Client or any other third party: or

        b. circumvent algorithms or rules, or

        c. gain an unfair advantage over the Client or third party; and/or exploit the Works in a manner not envisaged or intended by the Client;

iv. not include any malicious code, trap doors, Easter eggs, worms, time bombs, cancelbots, metering or other computer programming routines that will damage, detrimentally interfere with, surreptitiously intercept or expropriate any Client data or systems, software, data or personal information;

v. be designed, written and developed or created in accordance with best industry practice by staff with appropriate skills and training, using all reasonable skill and care including, without limitation, secure coding practices that are equivalent to the OWASP secure coding practices;

vi. be compatible with, and not detrimentally affect the performance of the Clients computer systems and software;

vii. comply in every respect with any specifications;

viii. have undergone any requisite testing;

ix. not contain anything that may reasonably be deemed to be blasphemous, defamatory, obscene, or menacing;

x. be the original work of the Consultant (including without limitation the Personnel) and not infringe the rights, including (without limitation) the Intellectual Property Rights of any third party; and

xi. comply with all applicable legislation.

13.2. The provisions of this Clause 13 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by the Supplier.

14. Indemnity

14.1. Indemnity

14.1.1. **Consultant's Indemnity.** Subject to Clause 14.1.4, the Consultant shall, at its own cost, indemnify, defend and hold harmless the Client, its Affiliates, and their officers, directors, employees, agents and subcontractors (each, an "Indemnitee") from and against any and all direct losses, liabilities, damages, costs and expenses (including reasonable legal fees) finally awarded or agreed in settlement, arising out of:

a. any third-party claim that the Works or Deliverables infringe any Intellectual Property Right of a third party;

b. any third-party claim arising from the Consultant's breach of this Agreement or from the negligent performance or delay in performance of the Services by the Consultant or its Personnel;

c. any employment-related claim by any employee or contractor of the Consultant solely to the extent it results from the Consultant's gross negligence or willful misconduct in the provision of the Services; and

d. any claim for taxes or social contributions to the extent resulting from the Consultant's failure to withhold or pay amounts due in respect of its Personnel.

14.1.2. **Exclusions.** The Consultant's indemnity under Clause 14.1 shall not extend to any indirect, special, consequential or punitive damages (including loss of profit, revenue, goodwill or anticipated savings).

14.1.3. **Cap on Liability.** The total aggregate liability of the Consultant under Clause 14.1 for any and all claims arising in any 12-month period shall not exceed an amount equal to 100% of the Charges paid by the Client under this Agreement in the 12 months immediately preceding the date on which the first claim arose.

14.1.4. **Notice and Defence.** The Client must give the Consultant prompt written notice of any claim for which indemnity is sought and, if requested, allow the Consultant (at its own cost) to assume sole control of the defence or settlement thereof, provided that the Consultant does not settle any claim without the Client's prior written consent (such consent not to be unreasonably withheld or delayed). If the Consultant assumes such defence, the Client shall cooperate fully. Failure to give such notice or opportunity to defend shall not relieve the Consultant of its obligations except to the extent the Consultant is materially prejudiced thereby.

14.2. Infringement Remedies

14.2.1. If any third-party claim or action is asserted (or reasonably anticipated) alleging that any part of the Works or Deliverables infringes any Intellectual Property Rights, the Client shall give the Consultant prompt written notice of the claim.

14.2.2. Subject to Clause 14.1.4 (Notice and Defence), the Consultant shall, at its own cost and, at the Client's option, either:

a. Procure a licence or other right so that the Client may continue to use the allegedly infringing material; or

b. Replace or modify the infringing material (or procure its replacement or modification), provided that:

i. the replacement or modification delivers at least equivalent performance and functionality;

ii. it does not adversely affect any other Services or Deliverables;

iii. it incurs no additional cost to the Client; and

iv. the terms of this Agreement shall continue to apply to the replaced or modified material.

14.2.3. The Consultant shall complete any replacement or modification within a reasonable timeframe after the Client's election under Clause 14.2.2.

15. Limitation of Liability

15.1. Nothing in this Agreement shall exclude or limit liability for (a) death or personal injury caused by negligence, or (b) fraudulent misrepresentation.

15.2. Except as set out in Clause 15.1, neither Party shall be liable to the other for any indirect, special or consequential losses (including loss of profit, loss of revenue, loss of goodwill or anticipated savings).

15.3. Subject to Clauses 15.1 and 15.2, each Party's total aggregate liability under or in connection with this Agreement shall be limited to the lesser of:

a. the total Charges paid under this Agreement in the 12 months immediately preceding the event giving rise to the claim; and

b. £100,000.

15.4. The provisions of this clause shall survive termination or expiry of this Agreement.

15.5. Notwithstanding the foregoing, the indemnities in Clause 14 shall not be subject to the limitation or exclusion of liability set out in this clause.

16. Records and Audit

16.1. During the term of this Agreement, and for twelve (12) months thereafter, the Client may, no more than once per calendar year (unless reasonably investigating a suspected material breach), upon at least ten (10) Business Days' prior written notice, audit the Consultant's facilities and records solely to verify compliance with the Consultant's confidentiality, data-security, and deliverables-quality obligations under this Agreement. Each audit shall be limited to no more than two (2) Business Days, conducted during normal business hours (9 am–5 pm local time). The Client shall bear any reasonable travel or out-of-pocket costs associated with an on-site audit. The Consultant shall provide reasonable assistance (e.g., access to records and personnel) and allow the Client to inspect or photocopy, at the Client's expense, only those documents directly relevant to the audit. All information obtained shall remain subject to the confidentiality provisions of this Agreement.

17. Termination

17.1. **Termination for Cause.** Either Party may, on written notice to the other Party, suspend the performance of all or part of the Services or terminate this Agreement (or the affected Services) immediately if:

a. the other Party commits a material breach of its obligations under this Agreement which is incapable of remedy; or

b. the other Party commits a material breach that is capable of remedy and fails to remedy that breach within fourteen (14) Business Days after receiving written notice specifying the breach and requiring it to be remedied; or

c. the other Party suspends or ceases (or threatens to suspend or cease) to carry on all or a material part of its business, or becomes insolvent, enters administration, is subject to a winding-up petition, or has a receiver or similar appointed.

17.2. Termination for Convenience.

a. The Client may terminate this Agreement for convenience on no less than 30 days' prior written notice.

b. The Consultant may terminate this Agreement for convenience on no less than 30 days' prior written notice. Upon such termination, the Consultant shall be entitled to payment for Services properly performed (including any non-cancelable commitments), and shall deliver to the Client all work in progress.

17.3. **Change of Control.** Either Party may terminate this Agreement on thirty (30) days' prior written notice if the other Party undergoes a material change of control. The Party undergoing the Change of Control shall notify the other Party in writing at least fifteen (15) Business Days prior to the effective date of such change.

17.4. **Effects of Termination.** Upon any termination:

a. the Consultant shall deliver all completed and in-progress Deliverables to the Client and shall invoice for all unpaid Services performed up to the effective date;

b. each Party shall return or destroy the Confidential Information of the other Party; and

c. the rights and obligations which by their nature survive (including IP ownership, confidentiality, indemnities, limitations of liability, and payment obligations) shall survive termination.

18. Consequences of Termination or Expiry

18.1. The provisions of this Agreement that by their nature survive termination or expiry (including Confidentiality, Intellectual Property, Indemnities, Limitation of Liability, and Audit Rights) shall continue in full force and effect.

18.2. Termination or expiry shall not affect any rights, liabilities or remedies accrued as at the date of termination or expiry.

18.3. Within ten (10) Business Days after termination or expiry (or such longer period as agreed in writing), the Consultant shall, and shall procure that its Personnel shall:

a. return or transfer to the Client all Client Property in their possession or control;

b. securely delete or destroy Client data stored outside the Client's systems, except to the extent retention is required by applicable law, and certify such deletion;

18.4. The Consultant shall provide, at no more than its standard daily consultancy rate and at reasonable times during the thirty (30) days following termination or expiry, such assistance and cooperation as the Client reasonably requires to transition the Services to the Client or a replacement provider.

18.5. The Consultant shall not do anything that would materially hinder an orderly hand-over under Clause 18.4.

18.6. Except for Charges properly earned and due under this Agreement (or as expressly provided herein), the Consultant shall have no further claims for compensation, damages, or loss of goodwill arising from the termination or expiry of this Agreement.

19. Assignment, Sub-contracting and Business Change

19.1. Except for internal reorganisations within the same group of companies, neither Party may assign or novate this Agreement (or any part of its rights or obligations) without the other Party's prior written consent (not to be unreasonably withheld or delayed).

19.2. The Consultant may engage subcontractors to perform any part of the Services, provided that:

a. the Consultant gives the Client at least three (3) Business Days' prior written notice of the identity of each proposed subcontractor;

b. each subcontractor is bound by written obligations no less protective than those in this Agreement (including confidentiality, data protection, and IP assignment); and

c. the Consultant remains fully responsible for compliance with all its obligations under this Agreement and for any acts or omissions of its subcontractors.

19.3. Either Party may terminate this Agreement on thirty (30) days' prior written notice if the other Party undergoes a material change of control, subject to the termination provisions in Clause 17.

20. Force Majeure

20.1. If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

20.2. The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under the Agreement.

20.3. Save as provided in Clause 20.5 below Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of the Agreement, or otherwise liable to the other, by reasons of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

20.4. If the party affected by Force Majeure fails to comply with its obligations under Clauses 21.1 and 21.2 above then no relief for Force Majeure, including the provisions of Clause 21.3 above, shall be available to it and the obligations of each party shall continue in force.

20.5. If the Force Majeure continues for longer than thirty (30) days either party may at any time whilst such Force Majeure continues terminate the Agreement by notice in writing.

21. Waiver

21.1. No failure or delay by either Party in exercising any right or remedy under this Agreement, at law or in equity, shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy.

21.2. No waiver of any breach or default by either Party shall be effective unless made in a written instrument signed by the Party granting the waiver, and any such waiver shall apply only to the specific breach or default it expressly references and for the period stated therein.

22. Benefit of Agreement

22.1. No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a Party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise), save that each Party's Affiliates shall have the right to enforce the confidentiality and indemnity provisions in their own name.

22.2. Any third-party right conferred elsewhere in this Agreement shall remain enforceable to the extent expressly provided herein.

23. Entire Agreement; Non-Reliance; No Future Obligations

23.1. This Agreement (including its Schedules and any documents expressly referred to herein) constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

23.2. Each Party represents and warrants that, in entering into this Agreement, it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) other than those expressly set out in this Agreement, and has no remedy in respect of any such statement, representation, warranty or understanding.

23.3. Neither Party is under any obligation to offer or accept any future work, services or agreements arising out of or in connection with this Agreement.

24. Variation

24.1. No amendment or variation of this Agreement (including its Schedules) shall be valid or effective unless it is made in writing and signed by duly authorised representatives of both Parties.

24.2. For the avoidance of doubt, "in writing" includes transmission by email or via any electronic signature platform recognised by both Parties.

24.3. Neither Party may rely on any purported variation that does not comply with this clause.

25. Severance

25.1. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall continue in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that most closely reflects the Parties' original intent.

26. Notices

26.1. Any notice or other communication under this Agreement must be in writing and delivered by one of the following methods to the address or email for each Party's Contract Manager (as set out in the Cover Sheet, or as otherwise notified in writing):

   a. by hand;

   b. by reputable overnight courier; or

c. by email (with read-receipt requested).

26.2. A notice is deemed received:

a. if delivered by hand or courier, on the date of actual delivery (or, if that is not a Business Day, the next Business Day);

b. if sent by email, on the first Business Day after transmission (provided no delivery failure notice is received).

26.3. Notices to the Client shall be addressed to the Client's Contract Manager.

26.4. Notices to the Consultant shall be addressed to the Consultant's Contract Manager.

27. No Partnership or Agency

27.1. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties, nor shall it authorise either Party to act as agent for the other, and neither Party shall have authority to bind the other except with the other Party's prior written consent.

27.2. Neither Party shall represent to any third party that it is the agent of the other Party, nor shall it do anything that might lead any person to believe that such an agency or partnership exists.

28. Dispute Resolution

28.1. **Internal Escalation.** If a Dispute arises under or in connection with this Agreement, the Parties shall first escalate the matter to their respective senior executives with authority to settle the Dispute. Each Party's senior executive shall meet (in person or by video call) within ten (10) Business Days of the Dispute arising and use reasonable efforts to resolve it.

28.2. **Mediation.** If the Dispute remains unresolved ten (10) Business Days after the internal escalation meeting, the Parties shall promptly (and in any event within five (5) Business Days) submit the Dispute to non-binding mediation under the London Court of International Arbitration (LCIA) Mediation Rules (or another agreed procedure), appointing a single mediator. The mediation shall be held in London and the Parties shall share its costs equally.

28.3. **Escalation to Arbitration or Court.**

a. **Arbitration option:** If the Dispute is not resolved by mediation within twenty (20) Business Days of its referral, the Dispute shall be finally resolved by arbitration under the LCIA Rules, by a sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be London, the language shall be English, and the Parties agree that the award will be binding and enforceable in any court of competent jurisdiction.

b. **Court option:** If mediation fails, either Party may commence proceedings in the courts of England and Wales, to whose exclusive jurisdiction the Parties submit.

28.4. **Injunctive Relief.** Nothing in this Clause 28 shall prevent either Party from seeking urgent interim or injunctive relief in any court of competent jurisdiction to protect its confidential information or Intellectual Property Rights.

29. Non-Exclusivity

29.1. The Consultant acknowledges that this Agreement does not grant the Consultant any exclusivity with respect to the Services, and that the Client is free at all times to engage third parties to perform services the same as or similar to the Services.

29.2. The Consultant is free to provide services to other clients, provided that such engagements do not create a material conflict of interest with the Consultant's obligations under this Agreement. The Consultant shall promptly notify the Client in writing if any existing or prospective engagement is likely to give rise to a conflict, and shall work with the Client in good faith to resolve or manage the conflict.

30. Anti-Bribery and Anti-Corruption

30.1. Each Party shall, in connection with this Agreement, comply with all applicable anti-bribery, anti-corruption, and anti-money-laundering laws and regulations ("Anti-Bribery Legislation"), and shall not, and shall ensure its Personnel do not, directly or indirectly, offer, promise, give, request, agree to receive or accept any bribe, facilitation payment, kickback or other improper advantage.

30.2. The Consultant shall:

a. maintain adequate policies, procedures and training to ensure compliance with this clause;

b. promptly notify the Client in writing of any request or demand for any undue financial or other advantage in connection with the performance of this Agreement; and

c. report to the Client any actual or suspected breach of this clause and fully cooperate with any investigation by the Client or any relevant authority.

30.3. On reasonable notice, each Party may audit and inspect the other Party's books, records and procedures relevant to compliance with this clause, and the audited Party shall provide full cooperation at its own cost.

30.4. Any breach of this clause shall be deemed a material breach for the purposes of Clause 17 and entitle the non-breaching Party to terminate this Agreement immediately, without prejudice to any other rights or remedies.

31. Status

31.1. The Consultant and its Personnel are independent contractors. Nothing in this Agreement shall render either Party an employee, worker, agent, partner or franchisee of the other, and neither Party shall hold itself out as such or have authority to bind the other except as expressly set out herein.

31.2. The Consultant shall be solely responsible for, and shall indemnify and hold harmless the Client against, any and all liabilities, assessments, penalties, costs or claims (including reasonable legal fees) arising from or connected with:

a. any taxes, social security contributions, insurance or similar obligations of the Consultant or its Personnel in respect of any amounts paid under this Agreement (to the extent such recovery is not prohibited by law); and

b. any employment-related claim or any claim based on worker status (including claims by any employee, contractor or substitute of the Consultant), except to the extent such claim arises directly from the Client's gross negligence or willful misconduct.

31.3. The Client may satisfy any liability under Clause 31.2—whether in whole or in part—by deducting the relevant amount from any sums otherwise due to the Consultant under this Agreement.

31.4. The parties acknowledge that the off-payroll working rules set out in Part 2 of Chapter 8 of the Income Tax (Earnings and Pensions) Act 2003 (as amended) (the "Off-Payroll Rules") may apply to the Services.

31.5. The Client shall determine, acting in good faith, whether the Services (and any Personnel supplied by the Consultant) fall within the Off-Payroll Rules and shall notify the Consultant of that determination in writing.

31.6. If the Off-Payroll Rules apply, the Client shall deduct and account for any required Income Tax and Employee National Insurance contributions from payments due to the Consultant, and pay any Employer National Insurance contributions; the Consultant shall remain fully liable for any Employer National Insurance or other liabilities arising from that determination.

31.7. The Consultant shall indemnify, defend and hold harmless the Client against any tax, National Insurance, penalties, interest or other liabilities arising from any mis-determination caused by the Consultant's failure to provide accurate, complete or timely information.

31.8. Each Party shall cooperate and supply such information or assistance as the other may reasonably require for compliance with the Off-Payroll Rules or any related HMRC enquiry.

32. Data Protection

32.1. For the purposes of this Clause 32:

a. **“Data Protection Legislation”** means all applicable data protection and privacy laws, including the UK GDPR and the Data Protection Act 2018.

b. **“Controller”** has the meaning given in the Data Protection Legislation; “Processor” likewise.

c. **“Personal Data”** and **“Processing”** have the meanings given in the Data Protection Legislation.

32.2. Roles and Compliance.

a. The Client is the Controller and the Consultant is the Processor of any Personal Data provided under this Agreement.

b. The Processor shall process Personal Data only on the Controller’s documented instructions and in compliance with the Data Protection Legislation, including any reasonable, lawful instructions the Controller issues from time to time.

32.3. The Processor shall, at its own cost:

a. implement and maintain appropriate technical and organisational measures (in accordance with Article 32 UK GDPR) to protect Personal Data against unauthorised or unlawful Processing and accidental loss, destruction or damage;

b. notify the Controller without undue delay and in any event within twenty-four (24) hours of becoming aware of any Personal Data breach affecting Controller data;

c. assist the Controller, as far as reasonably possible, in responding to data-subject rights requests, in carrying out any Data Protection Impact Assessment, and in complying with any regulatory enquiries; and

d. at the Controller’s written direction, either return all Personal Data (and any copies) or securely delete it within thirty (30) days of the end of the Services, except to the extent retention is required by law.

32.4. The Processor may only engage a sub-processor with the Controller’s prior written authorisation. Any sub-processor must be bound by written terms no less protective than this Clause 32, and the Processor remains fully liable for all acts and omissions of its sub-processors.

32.5. On reasonable notice, the Controller may audit the Processor’s compliance with this Clause 32 (including inspecting relevant records and, if necessary, engaging a mutually-agreed auditor), provided the Controller bears any external auditor’s fees.

32.6. Indemnity and Insurance.

a. The Processor shall indemnify the Controller against any direct losses, fines or penalties finally imposed on the Controller by a supervisory authority, or any direct third-party claim, arising from the Processor's breach of this Clause 32, up to a maximum aggregate amount equal to the Charges paid under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

b. The Processor shall maintain, for the duration of the Services and for six (6) years thereafter, a valid and adequate data-breach and cyber-liability insurance policy with at least £1 million in cover.

33. Law and Jurisdiction

33.1. This Agreement, and any claim, dispute or non-contractual obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

33.2. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims).

34. Counterparts

34.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

34.2. Execution of a counterpart may be evidenced by exchange of signed signature pages by email (including in PDF or other electronic format) or through an electronic signature platform, and such counterpart shall be deemed as valid and binding as an original ink signature.