

Airmid Terms of Business

Reviewed January 2026

These Terms of Business govern any work conducted by Airmid, a company registered in England and Wales with company number 07600695 and registered address 2 Station Road West, Oxted, England, RH8 9EP ("Airmid Staffing") under the G-Cloud framework, and are deemed to be accepted by any Client through the signature of a G-Cloud Order Form.

These Terms of Business are subordinate to the G-Cloud Order Form and the clauses of the G-Cloud Framework Agreement and the G-Cloud Call Off Contract.

1. DEFINITIONS AND INTERPRETATION

In these Terms of Business, the following definitions shall apply:

"Airmid"	means Airmid Staffing Limited, 2 Station Road West, Oxted, England, RH8 9EP
"Assignment"	means the period during which Airmid staff are supplied to render services to the client
"Client"	means the person, firm or corporate body together with any subsidiary as defined by the Companies Act 1985 to which Airmid services are supplied
"Consultancy Personnel"	means any individuals employed or engaged by Airmid who will carry out the Services;
"Engagement"	means Services performed under these Terms of Business in accordance with a G-Cloud order form;
"G-Cloud"	means the framework G Cloud 15 Office represented by Crown Commercial Service in or around October 2024;
"G-Cloud Order Form"	means an order form signed by a Client and Airmid for the provision of services from Airmid in accordance with the terms of the G-Cloud Framework Agreement;
"Services"	means the specific services to be provided by Airmid to the Client in accordance with the G-Cloud Order Form.

2. ORDERING OF THE SERVICES

2.1. The Client acknowledges that it is responsible for determining that G-Cloud is an appropriate framework to utilise for its requirements and for conducting appropriate searches on the Digital Marketplace to ascertain which G-Cloud service best meets its needs.

- 2.2. In providing a signed G-Cloud Order Form to Airmid, the Client confirms that it has determined in accordance with clause 2.1 that the service provided by Airmid is the most appropriate for its needs, and that the Services it is purchasing from Airmid are in accordance with the G-Cloud Framework Agreement and the service definition provided by Airmid.

3. SERVICES

- 3.1. Airmid shall engage the Consultancy Personnel to provide the Services on the terms and conditions of these Terms of Business. The Client acknowledges that the Consultancy Personnel may be engaged through a third party organisation, but that Airmid shall take responsibility for the Services.
- 3.2. The Services shall be delivered at any location specified in the G-Cloud Order Form or at other locations agreed between the parties.
- 3.3. The Services shall be delivered with all due care, skill and ability and the Consultancy Personnel shall promptly give the Client all such information and reports as the Client may reasonably require in connection with the provision of the Services.
- 3.4. The Consultancy Personnel shall co-operate with the Client's reasonable instructions and shall agree to observe and comply with the Client's rules, regulations and policies (including without limitation its policies on equal opportunities, harassment and bullying and health and safety) and any relevant legislation affecting or relating to the business of the Client.
- 3.5. The Consultancy Personnel shall not engage in any conduct detrimental to the interests of the Client, which includes any conduct tending to bring the Client into disrepute or which results in the loss of custom or business.
- 3.6. The Client acknowledges that this is a contract for the provision of a service and not for the provision of individual resources, and accordingly that Airmid may determine how to deliver the Services and in particular which Consultancy Personnel to utilise, subject to any Consultancy Personnel being suitably qualified and having the appropriate skills and experience. Whilst Airmid shall use reasonable endeavours to ensure continuity of supply, it shall be entitled to change the Consultancy Personnel used at any time.

4. VERIFICATION OF SERVICE DELIVERY

- 4.1. The Client agrees verify the satisfactory delivery of the Services on a frequency defined on the G-Cloud Order Form using a manual or electronic system as defined by Airmid and to accept invoices generated and sent electronically to the Client.
- 4.2. The Client shall approve the Services within two working days verifying the number of days worked by the Consultancy Personnel during the applicable week. Approval of the Services by the Client constitutes acceptance that the Services have been provided in accordance with these Terms of Business. Failure to approve the Services does not waive the Client's obligation to pay any fees in respect of the Services delivered.
- 4.3. If the Client is unable to provide approval of the Services because the Client disputes the number of days claimed, then the Client shall notify Airmid within two working days from presentation of the claimed days for verification and shall co-operate fully and in a timely fashion with Airmid, including providing

documentary evidence of the days worked by the Consultancy Personnel, to enable Airmid to establish what periods of time, if any, the Consultancy Personnel worked.

5. FEES

- 5.1. In consideration of Airmid performing its obligations under these Terms of Business, the Client shall pay Airmid the consultancy fees and any expenses as set out in the G-Cloud Order Form.
- 5.2. All amounts payable pursuant to these Terms of Business are exclusive of any VAT. The Client shall pay VAT at the rate for the time being properly chargeable in respect of the Services.
- 5.3. Airmid reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or replaced from time to time) on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.4. All Airmid invoices are due for payment 30 days from date of invoice

6. DISSATISFACTION WITH DELIVERY OF SERVICES

If the Client reasonably considers that the delivery of the Services is unsatisfactory the Client must notify Airmid as soon as reasonably possible. Airmid will then liaise with the Client and the Consultancy Personnel to agree a satisfactory resolution. If the parties cannot agree on a resolution or any changes made as a result of such resolution are not implemented to the Client's satisfaction, the Client may terminate the agreement.

7. RELATIONSHIP OF THE PARTIES

Nothing in these Terms of Business is intended to create a partnership, joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Except where otherwise expressly provided in these Terms of Business, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.

8. NON-SOLICITATION

- 8.1. The Client agrees that it shall not during the term of the engagement and for a period of six months following termination engage ("the Exclusion Period") or employ any of the Consultancy Personnel directly or indirectly other than through Airmid, save as provided for in clause 8.2.
- 8.2. If the event that the Client employs or engages any of the Consultancy Personnel directly or indirectly during the Exclusion Period other than through Airmid, the Client agrees to pay a fee equivalent to the charge for the relevant Consultancy Personnel for a period of 180 working days.

9. CONFIDENTIALITY

- 9.1. "Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its or their business contacts.
- 9.2. Airmid shall and shall procure that the Consultancy Personnel shall keep all Confidential Information secret and confidential and not to disclose or use the same, save for in accordance with the provision of the Services.
- 9.3. All Confidential Information given by the Client to Airmid, or otherwise obtained or developed by Airmid relating to the Client, shall be kept secret and confidential by Airmid throughout the Term and following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of these Terms of Business or with the prior written consent of the Client.
- 9.4. The obligations of confidentiality in this clause 9 shall not extend to any matter which Airmid or the Client can show:
- 9.4.1. 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 Terms of Business;
 - 9.4.2. was independently disclosed to it by a third party entitled to disclose the same; or
 - 9.4.3. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

10. INTELLECTUAL PROPERTY RIGHTS

Airmid warrants to the Client that all existing and future Intellectual Property Rights in any works or inventions that the Consultancy Personnel may create during the course of the Terms of Business shall be assigned to the Client and that it will obtain on request a written irrevocable waiver of all the Consultancy Personnel statutory moral rights in any such works, to the fullest extent permissible by law.

11. TERMINATION

- 11.1. The Client may, without prejudice to its other rights or remedies, terminate the Engagement with immediate effect by written notice to Airmid if one or more of the following events occurs:
- 11.1.1. Airmid commits a material breach of these Terms of Business which is incapable of remedy or is capable of remedy but has not been remedied within thirty (30) days of receipt of a written notice specifying both the material breach and the Client's intention to terminate these Terms of Business if the material breach is not remedied;
 - 11.1.2. Airmid enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them; or passes a resolution or makes a determination for it to be wound up (without a declaration of solvency/except for the purposes of amalgamation or reconstruction); or has

a winding-up order or bankruptcy order made against it; or has appointed to it an administrator or administrative receiver.

11.2. Airmid may terminate the Engagement upon giving written notice to the Client if:

11.2.1. the Client is in willful or persistent breach of its obligations under these Terms of Business and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from Airmid to do so; or

11.2.2. the Client fails to pay any amount which is due to Airmid in full and on the date that the payment falls due; or

11.2.3. 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

11.2.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or

11.2.5. 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 these Terms of Business).

11.3. Either party may terminate the Engagement by providing a minimum of twenty working days' notice or such shorter period as may be agreed between the parties.

12. CONSEQUENCES OF TERMINATION

12.1. Termination or expiry of the Engagement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of these Terms of Business which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

12.2. Upon the termination or expiry of the Engagement each party shall promptly return any property of the other which it has in its possession or control.

13. FORCE MAJEURE

Neither the Client nor Airmid shall be liable for any breaches of its obligations under these Terms of Business resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

14. ENTIRE TERMS OF BUSINESS

14.1. These Terms of Business together with the G-Cloud Framework Agreement, G-Cloud Call Off Terms and G-Cloud Order Form constitute the entire understanding between the parties concerning the subject matter hereof.

- 14.2. Each of the parties acknowledges and agrees that in entering into these Terms of Business, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in these Terms of Business. The only remedy available to any party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of these Terms of Business.
- 14.3. If any of the provisions of these Terms of Business are found to be in conflict with the G-Cloud Order Form, G-Cloud Framework Agreement or G-Cloud Call Off Terms, such provision or part of it shall be severed from the remaining provisions, which shall continue to be valid.

15. MISCELLANEOUS

- 15.1. Airmid shall not assign, transfer or otherwise deal with any of its rights or obligations under these Terms of Business or sub-contract the performance of any of its obligations under these Terms of Business without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed, save that Airmid may engage any of the Consultancy Personnel from third party organisations.
- 15.2. No variation or alteration of these terms shall be valid unless approved by Airmid and the Client in writing except where changes to the Services are necessary to comply with applicable safety and other statutory requirements, in which case Airmid may make such necessary changes without prior notification to the Client.
- 15.3. Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

16. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to any work conducted under these Terms of Business and no person other than the Client and Airmid shall have any rights under it. These Terms of Business may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded, in each case, without the consent of any third party.

17. LAW AND JURISDICTION

- 17.1. These Terms of Business and any dispute or claim arising out of or in connection with any Engagement under them shall be governed by and construed in accordance with the law of England and Wales.
- 17.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms of Business.
- 17.3. We accept the order of preference of Crown Commercial Service's G-Cloud Terms over our standard terms which are presented on G-Cloud, where they may be viewed in conflict.