



# General Terms and Conditions

**Consult First Ltd (trading as “onionio.com”)**



## 1. Document Version Control

|     | Last Modified | Last Modified By | Document Changes       |
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## 2. Definitions and Interpretation

In these Terms:

**“Background IP”** means all intellectual property rights owned or developed by a party prior to, or independently of, the Services.

**“CFL”, “we”, “us”** means Consult First Limited, (trading as “onionio.com”).

**“Customer”** means the entity purchasing the Services as identified in the applicable Statement of Work.

**“Deliverables”** means any reports, documents, materials, outputs, templates, or other work products produced by CFL while providing the Services.

**“Services”** means the services described in the applicable Statement of Work.

**“Statement of Work”** or **“SoW”** means a written document agreed between the parties setting out the Services, fees, and delivery terms.

**“Subcontractor”** means any third party engaged by CFL to assist in delivering the Services.

## 3. About Us

Consult First Limited is a company registered in England and Wales (*Company No. 14503858*) registered at **71–75 Shelton Street, Covent Garden, London, WC2H 9JQ**.

## 4. Contract Structure and Priority

4.1 These Terms apply to all Services provided by CFL.

4.2 The contract between the parties consists of:

- these General Terms and Conditions; and
- one or more Statements of Work.

4.3 If there is any conflict, the Statement of Work takes precedence.

4.4 A contract is formed when:

- a SoW is signed by both parties; or
- CFL commences delivery of the Services.

## 5. Provision of Services

5.1 CFL shall provide the Services using reasonable skill and care, in accordance with applicable law.

5.2 CFL retains full discretion over how the Services are performed, including the use of personnel, subcontractors, tools, and methodologies.

5.3 Any timelines or milestones are estimates unless expressly agreed otherwise in writing.

## 6. Customer Responsibilities

The Customer shall:

- provide timely access, information, and cooperation.
- ensure Customer-supplied materials are accurate and lawful.
- comply with any prerequisites stated in the SoW.

CFL is not responsible for delays caused by Customer acts or omissions.

## 7. Fees, Invoicing, and Payment

7.1 Fees are as set out in the applicable SoW.

7.2 Unless otherwise agreed:

- invoices are issued monthly in arrears; and
- payment is due within **30 days** of invoice date.

7.3 CFL may suspend Services for overdue invoices.

7.4 Late payments may accrue interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 8. Change Control

8.1 Either party may request changes to scope or delivery.

8.2 Changes must be agreed in writing, including impact on fees and timelines.

8.3 CFL is not obliged to implement changes until agreed.

## 9. Intellectual Property (IR35-Aligned)

### 9.1 Background IP

Each party retains ownership of its Background IP.

### 9.2 Ownership of Deliverables

Unless expressly stated otherwise in the Statement of Work, all intellectual property rights in the Deliverables shall vest in **CFL**.

### 9.3 Licence to Customer

CFL grants the Customer a non-exclusive, perpetual, royalty-free licence to use the Deliverables **for the Customer's internal business purposes only**.

#### **9.4 Restrictions**

The Customer shall not resell, sublicense, or commercially exploit the Deliverables without CFL's prior written consent.

#### **9.5 Subcontractors**

CFL may use Subcontractors to deliver the Services and shall ensure it has the necessary rights to grant the licence in clause 8.3. No contractual relationship is created between the Customer and any Subcontractor.

#### **9.6 Third-Party Materials**

Third-party materials remain subject to their own licence terms.

### **10. Confidentiality**

10.1 Each party shall keep confidential all non-public information received from the other.

10.2 This obligation does not apply to information that:

- is publicly available other than through breach.
- was lawfully known prior to disclosure; or
- must be disclosed by law.

10.3 Confidentiality obligations survive termination.

### **11. Data Protection**

11.1 Each party shall comply with applicable UK data protection law.

11.2 Where CFL processes personal data on behalf of the Customer:

- the Customer is the Controller; and
- CFL is the Processor.

11.3 A Data Processing Agreement may apply where required.

### **12. Use of Artificial Intelligence**

12.1 CFL may use AI-enabled tools in delivering the Services unless the Customer objects in writing.

12.2 Any AI use shall comply with applicable law and confidentiality obligations.

### **13. Limitation of Liability**

13.1 Nothing limits liability for:

- death or personal injury.
- fraud or fraudulent misrepresentation.

13.2 CFL's total liability is limited to **125% of the fees paid under the relevant SoW**.

13.3 CFL is not liable for:

- loss of profit, revenue, or business.
- indirect or consequential loss.

## **14. Insurance**

CFL maintains appropriate professional and business insurance.

## **15. Termination**

15.1 Either party may terminate a SoW on **30 days' written notice**.

15.2 Either party may terminate immediately for material breach not remedied within a reasonable period.

15.3 On termination:

- outstanding fees become payable; and
- licences granted under clause 8 terminate.

## **16. Force Majeure**

Neither party is liable for failure caused by events beyond reasonable control.

## **17. Assignment and Subcontracting**

17.1 The Customer may not assign this agreement without CFL's consent.

17.2 CFL may subcontract or assign as required.

## **18. Notices**

Notices must be in writing and sent to the addresses in the SoW or to **info@onionio.com**.

## **19. Dispute Resolution**

19.1 If any dispute, claim or difference arises out of or in connection with these Terms and Conditions, a Statement of Work, or the Services (a Dispute), the parties shall first attempt in good faith to resolve the Dispute through informal discussions between senior representatives of each party.

19.2 If the Dispute is not resolved within **30 days** of one party giving written notice of the Dispute to the other, either party may propose that the Dispute be referred to mediation. Mediation shall take place in England and Wales in accordance with the CEDR Model Mediation Procedure (or such other mediation procedure as the parties may agree).

- 19.3 If the Dispute is not resolved by mediation within **30 days** of the appointment of a mediator (or if either party refuses to participate in mediation), either party may pursue the Dispute through the courts in accordance with clause 20 (Governing Law and Jurisdiction).
- 19.4 Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief where required to protect its confidential information, intellectual property rights, or other legal rights.

## **20. Entire Agreement**

These Terms and the Statement of Work constitute the entire agreement between the parties.

## **21. Governing Law and Jurisdiction**

This agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.