

NOLOGY CONSULTING LTD TERMS FOR G-CLOUD

This document represents a high level overview of the terms we would expect to see in any contract with G-Cloud. It is not representative of all terms that we would expect to be present.

1. DEFINITIONS

1.1 The following defined terms shall have the following meanings:

Fees: the fees payable to Nology by the Client for delivery of the Services in the Statement of Work(s), calculated on a time and materials basis in accordance with Schedule A.

Nologist: The person or persons contracted to allocated by Nology to provide the Services as agreed with the Client, including any Substitute.

Services: the services to be provided by Nology pursuant to this Agreement as described in any Statement of Work.

Statement of Work: a set of requirements agreed between Nology and the Client (or a Group Company) for the provision of the Services in the form of a pro forma document to be attached to any agreement, and which, when read in conjunction with the terms of the agreement, shall form a contract for the provision of Services.

2. FEES AND EXPENSES

2.1 In consideration of the provision of the Services during the Engagement, the Client shall pay to Nology the Fees. Except where expressly stated to the contrary in a Statement of Work, the Fees represent the entire payments to be paid by the Client under this Agreement.

2.2 All Fees are exclusive of value added tax (VAT), which shall be added to Nology's invoices at the then prevailing rates.

2.3 Nology shall invoice the Client monthly, detailing the Services which it has provided and the Fees payable (plus VAT, if applicable) for such Services during that month.

2.4 The Client shall pay the invoice within 30 days of the date of invoice. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

2.5 Where any business-related required travel is not booked and paid for by the Client in advance, Nology can claim reimbursement of these expenses at cost, with evidence of pre-authorisation by the Client.

2.6 If any Nologist is required to travel abroad in connection with the provision of the Services, Nology shall be responsible for any necessary insurances, inoculations and immigration requirements.

2.7 Where a Commencement Date has been agreed and the starting date for the Nologist is then delayed or pushed back by the Client so that the Nologist does not begin providing the Services on the Commencement Date, Nology shall still be entitled to begin charging the Fees from the SoW Commencement Date unless agreed between the Parties in writing. An 8 hour working day will be assumed.

2.8 Nology may automatically increase the Fees on an annual basis by X% with effect from 1 January of each year, or within year, in the event of a change to statutory costs on not less than one month's notice. Fee changes will apply to existing and future Statements of Work at the date of the change.

3. CONFIDENTIAL INFORMATION AND DATA PRIVACY

Nology would expect any contract to contain industry standard provisions for confidential information, data privacy (to include data protection) and intellectual property, which reflect current statutory requirements.

4. INSURANCE

Nology and Client shall maintain in force during the Agreement, full and comprehensive insurance policies, of types and with indemnity levels to be agreed between the parties, commensurate with the risks in the Agreement.

5. LIMITATION OF LIABILITY

- 5.1 Neither Party excludes liability for death, personal injury, fraudulent misrepresentation or the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 5.2 Neither Party excludes or limits liability to the other Party to the extent such limitation or exclusion is not permitted by applicable law.
- 5.3 Neither Party will be liable (whether in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty or otherwise at law) for any indirect or consequential loss or damages (howsoever caused), nor for any loss of revenue, loss of profit, loss of savings, loss of interest or loss of goodwill (in each case whether direct or indirect).
- 5.4 Each Party's entire aggregate liability to the other in relation to all events and claims arising under or related to this Agreement or any and all Statements of Work, whether arising in contract (including under and indemnity), tort, negligence, misrepresentation, for breach of duty or otherwise, shall be limited in each 12 month period (such periods to start on the Effective Date and each annual anniversary thereof) to the total amount of Fees paid or payable in that same 12 month period.
- 5.5 Nology shall not be liable for any act, omissions or default of the Nologist whilst they are working under the instruction or direction of the Client.

6. OBLIGATIONS UPON TERMINATION AND POST-TERMINATION RESTRICTIONS

- 6.1 During the term of this Agreement and for a period of **X** months after the termination of the Agreement neither Party will offer employment or engage as a contractor or subcontractor any of the employees or associates of the other. Nology may waive the right to enforce this clause against the Client if it agrees to do so in writing and in consideration of the Client agreeing to the Transition Arrangements in Clause 20. Should either Party breach this Clause 16.2, the breaching Party shall pay by a way of liquidated damages, a sum to the non-breaching Party equal to 40% of the first year's basic salary offered to the relevant employee by the breaching Party.

7. ENTIRE AGREEMENT

- 7.1 Each Party on behalf of itself and as agent for any Group Companies acknowledges and agrees with the other Party (acting on behalf of itself and as agent for each Group Company) that:
 - 7.1.1 this Agreement together with any documents referred to in it constitute the entire agreement and understanding between Nology and the Client and any Group Company and supersedes any previous agreement between them relating to the Services;
 - 7.1.2 in entering into this Agreement neither Party nor any Group Company has relied on any Pre-Contractual Statement; and

7.1.3 the only remedy available to either Party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other Party in respect of any Pre-Contractual Statement. Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.

8. TRANSITION ARRANGEMENTS

8.1 Subject always to the express written agreement of Nology:

8.1.1 After Nologist has completed a period of **X** months working at the Client, the Client may offer employment to that Nologist, without payment to Nology.

8.2 In each instance the following conditions apply:

8.2.1 If the Nologist chooses not to accept an offer of employment from the Client then this will not impact the applicable Statement of Work under which the relevant Nologist is engaged.

8.2.2 Nology staff have a one-month notice period. The Nologist must be engaged in the provision of Services to the Client pursuant to a relevant Statement of Work at the point of transition.

8.2.3 If the Nologist agrees to an offer of employment by the Client, Nology agrees to waive the restrictions within the Nologist's contract of employment which restricts them from taking up employment with the Client provided that the transition process as set out in this clause 20 has been properly followed for that.

8.2.4 The Client undertakes not to employ any current Nologist who do not meet the qualifying criteria set out in this Clause 20.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

9.2 The Parties 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 this Agreement.

SCHEDULE A

FEE AND PAYMENT SCHEDULE

Fee rates will be determined in accordance with the following tables

Consultant	Description	Day rate
Academy Nologist	Nologist trained via Nology Academy route	£[x]
Advanced Nologist	Nologist with 2+ years' experience in tech	£[x]

The above rates are before VAT and VAT will be applied in addition at the prevailing rate.

Day rates apply to a standard eight (8) hour day – unless otherwise agreed in a Statement of Work – and will be charged to the nearest quarter day. Excess hours worked (over 8 hours) will be chargeable based on the applicable day rate.

Where a Nologist transitions from Academy to Advanced part way through a Statement of Work, the Day rate will increase from the date on which the Nologist reaches the relevant criteria.