

CONSULTING AGREEMENT

This Agreement is intended to act as the Supplier Terms for the G-Cloud Framework. In the event of any conflict between this Agreement and the G-Cloud Framework Agreement (Call-Off Contract), the G-Cloud Framework Agreement shall prevail

THIS AGREEMENT (the "Contract") IS MADE ON

BETWEEN

Company name

Company number:

VAT:

Registered office:

(herein after referred to as
"the Client")

AND

Eden Smith Capital Ltd

Company number: 10232578

VAT: 335346701

Registered office:

26 Dorset Gardens, Rochford,
Essex, SS4 2AH (herein after
referred to as **"The Service
Provider"**).

WHEREAS

(A) The Client wishes to commission the project as more specifically described in Schedule 1 hereto.

(B) The Client has invited The Service Provider to submit a tender for the Project.

(C) The Service Provider has represented that it has the requisite expertise to carry out such Project and has in accordance with the Client's requirements submitted proposals for carrying out the Project and a statement of the sum which it will require for carrying out and completing the Project in accordance with the conditions hereinafter mentioned.

(D) The Client has examined The Service Provider's tender submission and being satisfied that it appears to meet the Client's requirements has accepted The Service Provider's tender subject to the conditions as hereinafter referred to.

NOW IT IS HEREBY AGREED as follows:

1. The Project

- 1.1 The Service Provider shall carry out the Project in accordance with the terms of this Contract and the specification set out in Schedule 1 ("**the Project**").
- 1.2 In carrying out the Project The Service Provider shall exercise the diligence skill and care to be expected of experts skilled in the carrying out of such projects.

2. The Programme

- 2.1 The Service Provider shall carry out the Project regularly and diligently and in accordance with the Programme contained in Schedule 2 ("**the Programme**").

3. Service Provider' Staff, Assignment and Sub-Contracting

- 3.1 The Client shall be entitled to assign the benefit of the Contract or any part of it and shall give written notice of any assignment to The Service Provider.
- 3.2 The Service Provider shall not sub-contract or transfer, assign, charge or otherwise dispose of the Contract or any part of it (excepting only the assignment of any undisputed debt due under the Contract of which assignment, and the date on which the assignment became effective, the Service Provider has previously notified the Client) without the notification to the Client.
- 3.2.1 The Service Provider shall ensure that any sub-contractor complies with all applicable provisions of the Contract. Any sub-contract shall not relieve the Service Provider of its obligations under the Contract.
- 3.2.2 The Service Provider shall include a term in the Contract with the sub-contractor that payment to the sub-contractor shall be made within 30 days of receipt of a valid invoice.
- 3.3 The Service Provider reserves the right to substitute any of the Key Personnel with another person of equal seniority and qualification, provided that such substitution does not delay the provision of the Services. The Service Provider shall bear any costs associated with the handover to the substitute.

4. Obligations of the Parties

- 4.1 The Client will provide to The Service Provider at the times specified in the Programme or where not so specified at such times as will enable The Service Provider to comply with the Programme.
- 5.1.1. the opportunity to discuss freely with the personnel employed by the Client whom The Service Provider reasonably requires interviewing in order to carry out the Project and prepare the Report.
- 5.1.2. reasonable access to the Client's premises provided that The Service Provider's personnel shall comply with any security or safety provisions in force at such premises.

- 5.2 The Client shall appoint an officer to be its Project Manager and key contact officer for the purpose of providing The Service Provider with a channel of communication with the Client and to whom The Service Provider can refer any difficulties which may arise as between the Client and The Service Provider in the carrying out of the Project.
- 5.3 3.3 The Service Provider shall:
- (a) co-operate with the Client in all matters relating to the Project;
 - (b) subject to the prior written approval of the Client, appoint or, at the written request of the Client, replace without delay:
 - (i) the Service Provider's Manager in respect of the Project, who shall have authority under this agreement contractually to bind the Service Provider on all matters relating to the Project; and
 - (ii) key personnel, who shall be suitably skilled, experienced and qualified to carry out the Project (the "Key Personnel").
 - (c) subject to clause 3.3(b), ensure that the same person acts as the Service Provider's Manager throughout the term of this Contract;
 - (d) procure the availability of the Service Provider's Manager and Key Personnel to provide the services under this Contract on such days, and at such times, as the Client may require;
 - (e) promptly inform the Client of the absence (or anticipated absence) of the Service Provider's Manager, or any Key Personnel. If the Client requires, the Service Provider shall provide a suitably qualified replacement;
 - (f) not make any changes to the Service Provider's Manager or the Key Personnel without the prior written approval of the Client (such approval not to be unreasonably withheld or delayed); and
 - (g) ensure that the Service Provider's Manager and the Key Personnel use reasonable skill and care in the performance of the services under this Contract.
- 5.4 The Service Provider shall:
- (a) observe, and ensure that the Key Personnel observe, all health and safety rules and regulations and any other security requirements that apply at the Client's premises. The Client reserves the right to refuse the Key Personnel access to the Client's premises, which shall only be given to the extent necessary for the performance of the services under this Contract;
 - (b) notify the Client as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the services under this Contract; and
 - (c) before the date on which the services are to start, obtain, and at all times maintain during the term of this Contract, all necessary licences and consents and comply with all relevant legislation in connection with the provision of the Services.
- 5.5 The Service Provider warrants to the Client that:
- (a) the Service Provider will perform the services under this Contract with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services;
 - (b) the services under this Contract will conform with all descriptions and specifications as set out in schedules to this Contract; and
 - (c) the services under this Contract will be provided in accordance with all applicable legislation from time to time in force.
- 5.6 The Client's rights under this agreement are in addition to the statutory terms implied in favour of the

Client by the Supply of Goods and Services Act 1982 and any other statute.

5. Contract Price

5.1 The Client shall pay to The Service Provider the Contract Price set out in Schedule 3.

6. Payment

6.1 The Service Provider shall be paid within 30 days of the receipt by the Client of an invoice from The Service Provider unless the Client disputes an invoice in good faith.

6.2 The Service Provider shall provide such evidence in support of its invoice as the Client may reasonably require.

6.3 Where the Services include Training or Workshops: Cancellations made by the Client with less than 5 working days' notice shall be chargeable at 100% of the agreed fee. Training materials provided remain the Intellectual Property of the Service Provider, licensed to the Client for internal educational use only

7. Variations

7.1 The Client may request a variation to the Project provided that such variation does not amount to a material change to the Project ("**Variation**").

7.2 The Client may request a Variation by notifying The Service Provider in writing of:

7.2.1 the Variation and giving The Service Provider sufficient information to assess the extent of the Variation.

7.2.2 whether any change to the Contract Price is required in order to implement the Variation; and

7.2.3 a time limit within which The Service Provider shall respond to the request for a Variation and such time limits shall be reasonable having regard to the nature of the Variation.

7.3 If The Service Provider accepts the Variation, it shall confirm the same in writing.

7.4 In the event that The Service Provider is unable to accept the Variation to the Project or where the parties are unable to agree a change to the Contract Price, the Client may:

7.4.1 Allow The Service Provider to fulfil its obligations under the Contract without the variation to the Project; or

7.4.2 Terminate the Contract with immediate effect, except where The Service Provider has already delivered all or part of the Project, or where The Service Provider can show evidence of substantial work being carried out to fulfil the requirements of the Project, and in such case the parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, that matter shall be dealt with under the Dispute Resolution Procedure detailed within clause 15.

8. Confidentiality

8.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

8.2 Each party may disclose the other party's confidential information:

8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

8.2.2 as may be required by law, court order or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.

9. Intellectual Property Rights

9.1 The Client shall be entitled to all property, copyright and all other intellectual property rights, including but without limitation the database. rights in any database ("the Intellectual Property Rights") in the materials developed, originated, written or prepared by The Service Provider or any employee, agent or contractor of The Service Provider (whether individually or jointly with the Client, which Intellectual Property Rights The Service Provider by this Contract assigns to the Client with full title guarantee.

9.2 At the request of the Client The Service Provider shall do all such things and sign all documents or instruments reasonably necessary in the Client's opinion to enable the Client to obtain, defend and enforce its Intellectual Property Rights in such materials.

9.3 The Service Provider warrants that the materials will (so far as they do not comprise material originating from the Client) be original works of authorship and the use or possession by the Client will not subject the Client to any claim for infringement of any proprietary rights of any third party.

9.4 The Service Provider agrees to indemnify the Client against any and all claims, liability, loss, damages, costs and expenses, which the Client may incur or suffer as a result of a breach by The Service Provider of the warranties set out in this clause.

10. Liability and Indemnity

10.1 **Background IP:** All Intellectual Property Rights belonging to a party prior to the date of this Contract ('Background IP') shall remain vested in that party. The Service Provider grants the Client a non-exclusive, perpetual license to use any Background IP required to utilise the Deliverables.

10.2 **Foreground IP:** Subject to the payment of all Fees, the Service Provider assigns to the Client all Intellectual Property Rights in the specific materials created for the Client under this Contract ('Foreground IP')."

10.3 The foregoing indemnity shall remain in full force and effect notwithstanding any termination of this Contract.

11. Insurance

11.1 The Service Provider shall take out and maintain with a reputable insurance company insurance against all loss of or damage to property or injury to or death of persons arising out of or in consequence of its obligations under this Contract and against all actions, claims, proceedings demand, costs and expenses in respect thereof for the following amounts:

11.1.1 Professional Indemnity insurance to a value of not less than £5 Million

11.1.2 Public and Products Liability insurance to a value of not less than £10 Million

12.1.2 Employers Liability insurance to a value of not less than £5 Million

11.2 The Service Provider shall before the commencement of the Contract and thereafter upon request produce to the Client evidence of the policies effecting the insurances referred to in clause 12.1 above together with documented evidence that such insurances are properly maintained.

12. Termination

12.1 The Client shall be entitled at any time and for any reason to terminate the Contract by giving 30 days' notice in writing to The Service Provider. Provided that such termination is not due to any default by The Service Provider the Client shall pay The Service Provider:

12.1.1 for any work performed up to the date of the issue of the notice of termination; and

12.1.2 for any commitments, liabilities or expenditure properly and reasonably entered into by The Service Provider for the performance of the Contract to the extent to which the same would otherwise represent an unavoidable loss to The Service Provider because of the termination of the Contract.

12.2 If The Service Provider shall be in breach of any of its obligations under the Contract the Client shall be entitled to give The Service Provider notice in writing forthwith to remedy such breach.

12.3 If The Service Provider shall fail to remedy such breach within 7 days of the receipt of such notice or such longer period as the Client may allow having regard to the nature of the breach the Client may forthwith terminate the Contract.

12.4 Upon such termination the Client shall be entitled to have the work unperformed by The Service Provider performed by others and to recover from The Service Provider the amount by which the costs incurred by the Client in completing the Contract exceed the sums due to The Service Provider in respect of work properly performed by them up to the date of termination. On such termination The Service Provider shall hand over to the Client all working papers which it has prepared in connection with the Project.

12.5 Additional termination rights may be agreed in a statement of works (the “SOW”). Termination of an SOW does not automatically terminate this Contract.

13. Bankruptcy and Liquidation

If The Service Provider become bankrupt or insolvent or has a receiving order made against it or compounds with its creditors or being a corporation commences to be wound up (not being a member's voluntary winding up for the purposes of amalgamation or reconstruction) or has an administration order made against it or carries on its business under an administrator, a receiver a manager or liquidator for the benefit of their creditors or any of them, the Client shall be entitled forthwith to terminate the Contract by notice to The Service Provider or to any person in whom the Contract has become vested.

14. Disputes

14.1 If any disputes or difference shall arise between the parties out of or in connection with this Contract, then either party may give the other 7 days' notice in writing to resolve the dispute.

14.2 If the matter has not been resolved by the ADR procedure within 28 days of such notice having been received or if the other party will not participate in an ADR procedure, then either party may commence legal proceedings to have the dispute resolved.

15. FOI

15.1 The Client is subject to the provisions of the Freedom of Information Act 2000 (“the FOIA”). As such The Service Provider acknowledges that the Client may be obliged to disclose information relating to this Contract and shall not be liable to The Service Provider or any other person for any loss suffered as a result of a bona fide disclosure of information under the FOIA. More particularly:

15.1.1 upon receipt of a request for information the Client shall, wherever possible, consult with The Service Provider and consider its views on disclosure and the applicability of any exemptions.

(1) provide the Client with a copy of all information in its possession or power in a form that the Client requires within five (5) Working Days of request at no cost to the Client; and

(2) provide all necessary assistance as reasonably requested by the Client to respond to a request for information within the time for compliance set out in FOIA or any other similar legislation, regulations guidelines or codes of practice.

15.1.2 The Service Provider shall not respond directly to a request for information under FOIA and shall instead pass any request to the Client within two (2) Working Days of receipt; and

15.1.3 The Service Provider shall and shall procure that its sub-consultants shall:

16. DATA PROTECTION AND PRIVACY

16.1 The Service Provider shall (and shall procure that any of its staff involved in the provision of the

Contract) comply with the Clients data protection and privacy policies.

17.2 The Service Provider shall obtain an appropriate accreditation certificate as may be directed by the Client, to demonstrate such compliance with Data Protection Legislation.

17.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller, and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do will be set out in individual Statements of Work (SOW) Personal Data and Data Subjects by the Client and may not be determined by the Service Provider.

17.4 The Service Provider shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation and/or GDPR.

17.5 The Service Provider shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing.
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services.
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.6 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Client before processing the Personal Data unless prohibited by Law.
- (b) ensure it does not knowingly or negligently do or omit to do anything which places the Service Provider or the Client in breach of the Client's obligations under the Data Protection Legislation.
- (c) ensure that it has in place Protective Measures to protect against:
 - i. unauthorised or unlawful processing of Personal Data.
 - ii. accidental loss or destruction of, or damage to, Personal Data, and such measures to be reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - a. nature of the data to be protected.
 - b. harm that might result from a Data Loss Event.
 - c. state of technological development; and
 - d. cost of implementing any measures.

- (d) ensure the Personal Data is kept and stored securely in accordance with any reasonable requirements of the Client.

ensure that:

- (a) the Staff do not process Personal Data except in accordance with this Agreement (and in particular the Schedule of Processing, Personal Data and Data Subjects);
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - a. are aware of and comply with the Service Provider's duties under this condition.
 - b. are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor.
 - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client or as otherwise permitted by this Agreement; and
 - d. have undergone adequate training in the use, care, protection and handling of personal data.
- (c) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (d) the Client or the Service Provider has provided appropriate safeguards in relation to the transfer (as determined by the Client);
- (e) the Data Subject has enforceable rights and effective legal remedies.
- (f) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
- (g) the Service Provider complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data; and at the written direction of the Client, securely destroy or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless the Service Provider is required by Law to retain the Personal Data.

17.7 Subject to the conditions of these clauses, the Service Provider shall notify the Client immediately if it:

17.7.1 is in breach of the Protective Measures required to be put in place pursuant to condition above).

17.7.2 receives a Data Subject Access Request (or purported Data Subject Access Request);

17.7.3 receives a request to rectify, block or erase any personal data.

17.7.4 receives any other request, complaint or communication relating to either party's obligations under the Data Protection legislation.

17.7.5 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

17.7.6 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or.

(i) becomes aware of a Data Loss Event, and without undue delay and in any event within 24 hours, the Service Provider shall notify the Client, by:

- a. contacting the Client contract owner; and
- b. calling the Client's ICT Helpdesk; and
- c. emailing the Client's Data Protection Officer.

to inform them of the Data Loss Event, including in its notification to the Client;

(a) a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of data records concerned; and

(b) a description of the measures that the Service Provider has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures

17.8 Following the Service Provider's notification of a Data Loss Event under this condition, the Service Provider shall

immediately assess the risks and consequences of the Data Loss Event and take measures, including:

- (a) to mitigate its possible adverse effects.
- (b) to protect the data and the interests/safety of the Data Subject and/or Data Controller

and inform the Client as to the measures that it has taken.

The Service Provider's obligation to notify under condition 17.7 shall include the provision of further information to the Client in phases, as details become available.

17.9 Considering the nature of the processing, the Service Provider shall provide the Client with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under these conditions (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

(a) the Client with full details and copies of the complaint, communication or request.

(b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation.

(c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject.

(d) assistance as requested by the Client following any Data Loss Event.

(e) assistance as requested by the Client with respect to any request from the Information.

Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.

The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this condition. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:

- (a) the Client determines that the processing is not occasional.
- (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

17.10 The Service Provider shall provide the Client with such information as the Client may reasonably require satisfying itself that the Service Provider is complying with its obligations under the Data Protection Legislation, in relation to this Contract.

17.11 The Service Provider shall allow for audits of its data processing activity by the Client or the Client's designated auditor, in accordance with the Contract's Audit condition to inspect and audit, the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract and Data Protection Legislation.

17.12 The Service Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.

17.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:

- (a) notify the Client in writing of the intended Sub-processor and processing.
- (b) obtain the written consent of the Client.
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this condition such that they apply to the Sub-processor; and
- (d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

17.14 The Service Provider shall indemnify and keep indemnified the Client against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Service Provider or its Staff of this condition or any applicable Data Protection Legislation, including but not limited to any fine imposed by the Information Commissioner's Office upon the Client for a Data Loss Event caused by the Service Provider, its Staff and any appointed Sub-processors.

17.15 The Service Provider may, at any time on not less than 30 Working Days' notice, revise this condition by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by variation to this Contract, subject to the Client's prior written agreement).

17.16

The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance.

17.17 The provisions of this condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

18. COMPLIANCE WITH HUMAN TRAFFICKING LEGISLATION

18.1 In performing its obligations under the Contract, the Service Provider shall:

18.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 ("Human Trafficking Legislation"); and

18.1.2 where required by Human Trafficking Legislation, have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and

18.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

18.1.4 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this condition.

18.2 The Service Provider represents and warrants that at the date of this Contract that neither the Service Provider nor any of its officers, employees or other persons associated with it:

18.2.1 has been convicted of any offence involving slavery and human trafficking; and

18.2.2 having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18.3 If the Client agrees that the Service Provider may subcontract its obligations, the Service Provider shall implement an appropriate system of due diligence, for its subcontractors that is designed to ensure their compliance with this condition.

18.4 The Service Provider shall notify the Client as soon as it becomes aware of:

- 18.4.1 any breach, or potential breach, of Human Trafficking Legislation; and/or
- 18.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

18.5 The Service Provider shall permit the Client and its third-party representatives, on reasonable notice during normal business hours, to have access to and take copies of the Service Provider's records and any other information and to meet with the Service Provider's personnel to audit the Service Provider's compliance with its obligations in this condition.

19. LAW

The parties accept the exclusive jurisdiction of the English Courts and agree that the Contract, and all non-contractual obligations and other matters arising from or connected with the Contract, are to be governed and construed according to English Law.

20. ENTIRE AGREEMENT

This Contract (together with any SOW) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. If there is an inconsistency between any of the provisions of this Contract and the provisions of the SOW, the provisions of this Contract shall prevail.

21. NO PARTNERSHIP OR AGENCY

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. THIRD PARTY RIGHTS

No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

23. NOTICES

23.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office or its principal place of business; or
- (b) sent by email to the following addresses:

Client: [insert contact detail]

Service Provider: [insert contact detail].

23.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next business day delivery services, at 9.00am on the second business day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00am on the next business day after transmission.

23.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. PUBLICITY AND MARKETING

The Service Provider shall not mention its relationship with the Client in any publicity or marketing materials without the prior written consent of the Client.

25. VARIATION

Subject to clause 8, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

SIGNED FOR AND ON BEHALF OF

The Client:	Eden Smith Capital Ltd
Name:	Name:
Title:	Title:
Sign:	Sign:
Date	Date:

THE SCHEDULES

SCHEDULE 1 – THE SERVICES

"The Services, Deliverables, and Scope of Work shall be as defined in the G-Cloud Call-Off Order Form and any attached Statement of Work (SOW).

The Services may include, but are not limited to:

Data Strategy, Governance & Advisory

Cloud Data Platform Engineering & Architecture

AI, Machine Learning & Agentic Systems Development

Data Capability Squads (Resource Augmentation)

Training & Upskilling Academies"

SCHEDULE 2 – THE PROGRAMME

"The project timeline, milestones, and delivery methodology (e.g., Agile, Waterfall) shall be specified in the Statement of Work (SOW).

Standard Approach: Unless otherwise agreed, the Service Provider shall utilise an Agile delivery methodology, working in two-week sprints with a nominated Product Owner from the Client."

SCHEDULE 3 – PRICING & PAYMENT

1. Fees: Fees shall be calculated in accordance with the SFIA Rate Card attached to the Service Provider's G-Cloud listing, or as a Fixed Price agreed in the Call-Off Order Form.
2. Expenses: Day rates exclude VAT and travel expenses. Travel and subsistence expenses incurred outside the M25 may be charged at standard Departmental rates, subject to prior written approval.
3. Invoicing: Unless otherwise specified in the Order Form, invoices shall be submitted monthly in arrears.