

Terms and Conditions

31st March 2025

Contents

Terms and Conditions.....4

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Document History:

Date	Author	Version	Status
31st March 2025	Brett Taylor	1.0	Final version

Terms and Conditions

In these Conditions:

"Vinula InfoSec" means Vinula Consulting Limited;

"Client" means the individual or organisation with whom the Contract is made with Vinula InfoSec

"Conditions" means the terms and conditions set out in this Contract;

"Consultant" means the individual(s) provided by Vinula InfoSec for the performance of the Services;

"Contract" means this Contract for the provision of Services between Vinula InfoSec and the Client;

"Fees" means monies owing to Vinula InfoSec for the provision of the Services;

"Party" means an individual or organisation who is party to the Contract, in this case, the Client and/or Vinula InfoSec;

"Personal Data" means the data which relates to a living individual who can be identified from that data and/or other information which is provided to Vinula InfoSec by the Client;

"Services" means those certain professional, educational and technical deliverables or services that are performed by Vinula InfoSec for the Client; and

"Working Days" means Monday to Friday, excluding Bank and other public holidays in England.

1 General

1.1 These Conditions apply in preference to and supersede any terms and conditions referred to, or relied on by the Client whether in negotiation or at any stage in the dealings between Vinula InfoSec and the Client with reference to the Services which this Contract

relates to. Without prejudice to the generality of the foregoing, Vinula InfoSec shall not be bound by any standard or printed terms furnished by the Client in any of its documents, unless agreed and acknowledged in writing by Vinula InfoSec. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

2 Variation

2.1 Neither party shall be bound by any variation, waiver of or addition to these Conditions except agreed by both parties in writing and signed on their behalf.

3 Orders

3.1 Notwithstanding that Vinula InfoSec may have given a detailed quotation, no order shall be binding on Vinula InfoSec unless and until it has been accepted in writing by a Director or other duly authorised representative on behalf of Vinula InfoSec.

4 Price

4.1 Vinula InfoSec reserves the right at one month's notice to vary the levels of Fees. The new Fees shall not exceed Vinula InfoSec's standard level of Fees at the date of variation.

4.2 Unless otherwise agreed in writing the Fees shall be invoiced on a monthly basis or at the end of the project, whichever is sooner.

4.3 Unless otherwise agreed in writing between the parties, reasonable expenses shall be added to the Fees for accommodation and travel.

5 Payment Terms

5.1 Unless otherwise agreed in writing, Consultant time invoiced shall be that:

5.1.1 Each ½ (half) day is Consultant time of between 1 and 4 hours; and

5.1.2 Each full day is Consultant time of greater than 4 and up to 8 hours.

5.2 Unless otherwise agreed in writing, payment shall be made in full without any deduction or set-off within 30 days of the date of invoice.

5.3 Subject to Conditions 5.1 or 5.2 in addition to the right to charge interest as specified in the Late Payment of Commercial Debts (Interest) Act 1998, in the event that the Client fails to pay and continues suspension of payment for a further 30 days, Vinula InfoSec shall have the right to suspend performance of the Contract and of any other Contract between Vinula InfoSec and the Client and charge the Client for all additional costs resulting from such suspension and any subsequent resumption of performance.

6 Call-Off Days

6.1 Call-off days, are days of Services that the may be used at any time during the Contract. However, any unused call-off Contract days shall become invalid for use and non-refundable

where purchased in advance if they remain unused 12 months or more after the Client's original purchase order date.

7 Vinula InfoSec Duties and Responsibilities

7.1 Vinula InfoSec shall provide the Client with the Services.

7.2 Whilst Vinula InfoSec shall use all reasonable endeavours to ensure that the same Consultant shall continue throughout an assignment, it reserves the right to change that Consultant if necessary. Any change of Consultant shall be agreed in writing with the Client and shall be subject to these Conditions. The new Consultant shall undertake the necessary familiarisation period without charge to the Client.

7.3 The Vinula InfoSec Consultant shall record all time spent on an assignment including time spent travelling for the purposes of the assignment. Time spent shall be accounted for in units of half a day. No charge shall be made for periods when the Consultant is absent due to illness or holiday.

7.4 Vinula InfoSec shall not accept, nor shall it permit the Consultant to accept any Fees, commissions or other considerations from organisations whose products are being discussed with the Client.

7.5 Unless specifically authorised to do so the Consultant shall not attend any meeting with a third party to discuss the Services except in the presence of the Client.

8 Confidentiality

8.1 Neither Party shall disclose nor permit members of its staff to disclose any confidential information entrusted to it by the other party provided always that this restriction shall not apply to information:

8.1.1 Already in the party's possession; or

8.1.2 Which comes into the public domain other than by breach of this obligation by the party or a member of its staff; or

8.1.3 Which is disclosed to the party by a third party free to disclose the same.

9 Data Protection

9.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Vinula InfoSec at all times to perform the Services. Vinula InfoSec shall not be liable to perform the Services to the extent it is unable to, due to a breach of this Clause.

9.2 Vinula InfoSec warrants to the Client that it shall only use the Personal Data for the purpose of carrying out its obligations hereunder and that it shall ensure that all reasonable and appropriate security measures are in place to protect the Personal Data.

9.3 Vinula InfoSec shall destroy or deliver up the Personal Data upon written demand from the Client.

9.4 Vinula InfoSec shall in all respects comply with its obligations under the Data Protection Act 2018 and any amendments to or re-enactments thereof.

10 Copyright

10.1 Ownership of copyright and all other intellectual property rights in materials used for the provision of the Services vests in Vinula InfoSec Ltd unless otherwise stated. Upon payment of invoice, the Client shall be authorised to copy and use any reports prepared specifically for it pursuant to this Contract.

11 Advertising and Marketing

11.1 Vinula InfoSec may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and the information is neither proprietary nor confidential.

11.2 Vinula InfoSec may use feedback provided by the Client on future marketing materials. Such materials may contain references to the Client. However, Vinula InfoSec may not reference specific Client employee names, without the prior written consent from the Client.

12 Health and Safety

12.1 The Parties shall ensure that all employees shall, at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Act, regulations or orders pertaining to the health and safety of their employees and others who may be affected by their acts or omissions.

13 Liability

Terms and Conditions

13.1 Vinula InfoSec warrants that the Services shall be provided using reasonable skill and care. Where goods and services are supplied by a third party Vinula InfoSec does not give any warranty, guarantee, or term as to their quality, fitness for purpose or otherwise.

13.2 Vinula InfoSec shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, or any other fault of the Client.

13.3 Nothing in this clause excludes or limits the liability of Vinula InfoSec for fraudulent misrepresentation or for death or personal injury caused by Vinula InfoSec's negligence. Except as aforesaid the following provisions set out the entire financial liability of Vinula InfoSec (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

13.3.1 Vinula InfoSec shall not be liable for any loss or damage caused to the Client except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Vinula InfoSec, its employees, agents or subcontractors and in such event Vinula InfoSec's total liability in respect of all claims arising under or by virtue of this Contract or in connection with the performance or contemplated performance of this Contract shall not exceed the sum of £100,000; and

13.3.2 Vinula InfoSec shall not be liable to the Client for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused which arises out of or in connection with this Contract even if such loss was reasonably foreseeable, or Vinula InfoSec had been advised of the possibility of incurring the same by the Client.

14 Cancellation/Termination

14.1 Information Security Consultancy:

14.1.1 Vinula InfoSec reserves the right to withdraw from the Contract without notice if, in its opinion, information required for satisfactory completion of the Contract and requested by Vinula InfoSec in writing is either not provided or, if provided, is inaccurate or inadequate. The Client shall be liable for Vinula InfoSec's Fees and expenses up to and including the date of withdrawal.

14.1.2 The following cancellation charges shall apply for cancellation by the Client of each single day of Services being performed in the Contract:

14.1.3 100% of the day rate for less than 2 (two) Working Days' notice;

14.1.4 50% of the day rate for less than 5 (five) Working Days' notice; and

14.1.5 No charge for more than 5 Working days' notice.

14.1.6 The Client shall be entitled to cancel the entire Contract at any time by giving not less than three months' notice to Vinula InfoSec. On cancellation the Client shall be liable for Vinula InfoSec's Fees and expenses up to the date of cancellation. Vinula InfoSec shall also charge

10% of the remaining project value and the Client shall reimburse to Vinula InfoSec any reasonable costs and expenses incurred by Vinula InfoSec pursuant to the Contract.

14.1.7 Any cancellation of the entire Contract by the Client of less than 3 months notice shall be at the discretion of Vinula InfoSec and agreed in writing by Vinula InfoSec. Where Vinula InfoSec has granted such written permission, a minimum charge of 30% of the total project value shall be charged.

14.1.8 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation (if an individual bankruptcy), makes a voluntary arrangement, has a receiver, administrative receiver, or liquidator or administrator appointed.

14.1.9 The provisions of clauses 5, 8, 9, 10, 11, 12, 14, 15, 20 and 21 shall survive the termination of the Contract.

15 Force Majeure

15.1 Vinula InfoSec shall not be liable for any delay or failure in performance of its obligations under the Contract which is due to or results from any circumstances beyond its reasonable control. In any such event Vinula InfoSec shall be entitled to delay or cancel performance of the Services.

16 Insolvency and Default

16.1 Vinula InfoSec in its discretion and without prejudice to any other right to claim may by notice in writing determine wholly or in part any and every Contract between Vinula InfoSec and the Client or may (without prejudice to Vinula InfoSec's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further performance of the Contract until any defaults by the Client be remedied, if:

16.1.1 Vinula InfoSec shall be in breach of any of its obligations under the Contract;

16.1.2 If any distress or execution shall be levied on the Client's property or assets;

16.1.3 If the Client shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy;

16.1.4 If any bankruptcy petition be presented against his or (if the Client is a company) if any Resolution or Petition to wind up such company shall be passed or presented;

16.1.5 If a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed; and

16.1.6 If anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Client.

17 Third Party Rights Exclusion

17.1 A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

18 Severability

18.1 If at any time one or more of the above Conditions becomes in whole or in part void, invalid, or unenforceable then the remainder of the Contract shall nevertheless be valid and enforceable.

19 Notices

Terms and Conditions

SIGNED by or on behalf of the parties on the date first set out in this document:

Signed by Brett Taylor	)	
Duly authorised for	)	
and on behalf of Vinula Infosec	)	[DATE]

Signed by [NAME]	)	
Duly authorised for	)	
and on behalf of the Consultant Company	)	[DA