

TERMS AND CONDITIONS OF SERVICE

Quick Link Consultancy Ltd –IT Resourcing Services

Version: 3.0 | **Effective Date:** October 2024

1. DEFINITIONS AND INTERPRETATION

- 1.1** "Call-Off Contract" means an order placed under this Framework Agreement.
- 1.2** "Client" means the UK public sector entity purchasing the Services.
- 1.3** "Consultant" means the individual IT professional supplied by Quick Link.
- 1.4** "Crown Commercial Service" means the UK government's procurement executive agency.
- 1.5** "G-Cloud" means the government framework for cloud-based services.
- 1.6** "Off-Payroll Working Rules (IR35)" means the intermediaries legislation (Chapter 10, Part 2 ITEPA 2003).
- 1.7** "Security Clearance" means vetting levels including BPSS, SC, and DV as defined by UKSV.
- 1.8** "Services" means the IT resourcing services detailed in the Service Definition Document.

2. BASIS OF CONTRACT

- 2.1** These Terms, together with the Service Definition Document and Call-Off Contract, constitute the entire agreement.
- 2.2** This agreement is governed by the laws of England and Wales.

3. SUPPLY OF SERVICES

- 3.1** Quick Link shall supply Consultants with the skills and experience specified in the Statement of Work.
- 3.2** All Consultants will be screened to **BS 7858:2019** standards at minimum, with **BPSS** as baseline.
- 3.3** For roles requiring Security Clearance, Quick Link will supply personnel already holding valid SC or DV status, or sponsor eligible candidates through UKSV.
- 3.4** Quick Link warrants that all Services will be performed with reasonable skill and care, in accordance with Good Industry Practice.

4. CLIENT OBLIGATIONS

- 4.1** The Client shall provide safe working conditions and necessary system access to enable service delivery.
- 4.2** The Client is responsible for determining the IR35 status of assignments and shall issue a Status Determination Statement (SDS).
- 4.3** The Client shall promptly report any performance concerns or security incidents involving Consultants.

5. SECURITY AND DATA PROTECTION

- 5.1** Both parties shall comply with the **Data Protection Act 2018** and **UK GDPR**.
- 5.2** Quick Link shall process Client data only as necessary to provide the Services, under a Data Processing Agreement aligned with **NCSC guidance**.
- 5.3** All Consultants will complete mandatory security training, including **Government Security Classifications** and **Cyber Security training**.
- 5.4** In the event of a data breach, Quick Link shall notify the Client within 24 hours and cooperate with any investigation.

6. INTELLECTUAL PROPERTY

- 6.1** Pre-existing IP rights remain the property of their original owner.
- 6.2** IP created by Consultants during the assignment shall vest in the Client, subject to payment of all fees.
- 6.3** Quick Link retains ownership of its methodologies, tools, and templates.

7. FEES AND PAYMENT

- 7.1** Fees are as specified in the Call-Off Contract and are fixed for the initial 12-month term.
- 7.2** Invoices are payable within **30 days** of receipt.
- 7.3** All charges are exclusive of VAT, which shall be charged at the prevailing rate.
- 7.4** The **HM Treasury Prompt Payment Policy** applies; Quick Link shall pay its own suppliers within 60 days.

8. LIABILITY AND INSURANCE

- 8.1** Quick Link maintains **Professional Indemnity insurance** of £2 million, **Public Liability insurance** of £10 million, and **Employer Liability insurance** of £10 million

8.2 Neither party excludes liability for death, personal injury, fraud, or any liability that cannot be limited by law.

8.3 Quick Link's total liability shall not exceed **125% of the total charges paid in the preceding 12 months**.

8.4 No liability is accepted for indirect or consequential losses.

9. TERMINATION

9.1 Either party may terminate for material breach with 30 days' written notice to remedy.

9.2 The Client may terminate any Consultant assignment with **5 working days' notice**.

9.3 Quick Link may withdraw a Consultant with **10 working days' notice**, providing a suitable replacement.

9.4 On termination, all Client materials shall be returned or securely destroyed in accordance with **Government Security standards**.

10. CONFLICT OF INTEREST AND ANTI-BRIBERY

10.1 Both parties shall comply with the **Bribery Act 2010**.

10.2 Quick Link confirms no conflict of interest exists that would impair its ability to provide impartial services.

10.3 Consultants shall not be simultaneously assigned to competing public sector projects without disclosure.

11. SOCIAL VALUE AND MODERN SLAVERY

11.1 Quick Link is committed to the **Social Value Model** (PPN 06/20) and will report on local employment, skills transfer, and environmental impact.

11.2 Quick Link complies with the **Modern Slavery Act 2015** and maintains transparent supply chains.

11.3 Carbon reduction targets are aligned with the **Greening Government Commitments**.

12. FREEDOM OF INFORMATION

12.1 Quick Link acknowledges that the Client may be subject to the **Freedom of Information Act 2000**.

12.2 Quick Link shall assist the Client in responding to FOI requests concerning the Services.

13. GOVERNANCE AND DISPUTE RESOLUTION

13.1 Regular service review meetings shall be held, with escalation to senior management if required.

13.2 Disputes shall be resolved through negotiation, mediation, or finally through the courts of England and Wales.

13.3 Both parties shall comply with the **Crown Commercial Service's Management Information requirements**.

14. NOTICES

All formal notices shall be in writing and sent to the nominated representatives of each party.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 Quick Link shall not assign or subcontract without the Client's prior written consent.

15.2 Any approved subcontractor shall comply with these Terms, particularly regarding security and data protection.

SCHEDULE 1 – KEY PERSONNEL AND ESCALATION

Role	Name/Position	Contact Details
Managing Director	Manish Mittal	mani.mittal@quicklinkconsultancy.co.uk

SCHEDULE 2 – SECURITY AND COMPLIANCE STANDARDS

Quick Link adheres to:

- NCSC Cloud Security Principles
- Government Functional Standard GovS 007: Security
- Public Services Network (PSN) Code of Connection (where applicable)
- NHS Digital Data Security and Protection Toolkit (for healthcare assignments)
- Criminal Justice System Security requirements (where applicable)