

Terms and Conditions of Contract

Between

<CLIENT NAME>

Address:

<CLIENT ADDRESS>

Contact:

<CLIENT NAME>, <CLIENT PHONE>, <CLIENT EMAIL>

And

Bramble Hub Ltd.:

registered company in England, number 4136381

Registered address:

9e Albert Embankment, London, SE1 7SP

Contact:

contact@bramble.co.uk

Contact address:

9e Albert Embankment, London SE1 7SP

Agreement Date:

<DD MMMM YYYY>

Services Definition:

The attached proposal from Bramble Hub Ltd to <CLIENT NAME>, "<PROPOSAL NAME>", dated <PROPOSAL DATE>.

Services:

As described in the Services Definition Consultancy Fee:

£<PROPOSAL PRICE>

The <CLIENT NAME> hereby appoints Bramble Hub Ltd to perform the Services for the Consultancy Fee under the terms and conditions of this Agreement.

.....

SIGNED for and on behalf of <CLIENT NAME>

Print name Role

Date

Bramble Hub Ltd hereby agrees to perform the Services for the Consultancy Fee for the <CLIENT NAME> under the terms and conditions of this Agreement.

.....

SIGNED for and on behalf of Bramble Hub Ltd

Print name RoleDirector.....

Date

1 Consultancy Fee

Unless specifically agreed otherwise in writing all prices shall be fixed firm and not subject to any form of surcharge or variation, except for any disbursements and expenses agreed in advance by <CLIENT NAME>, and for the addition of Value Added Tax at the prevailing rate.

2 Delivery

Notwithstanding section 14, Bramble Hub Ltd and <CLIENT NAME> shall take all reasonable steps to comply with any timetable or other targets for progress or delivery of the whole or any agreed part of the Services or the completion of the Services agreed in writing between the parties.

Bramble Hub Ltd shall make good at its own expense deliverables that fail to meet agreed acceptance criteria. Such notification of defective work must be notified in writing to Bramble Hub Ltd within 10 days of the deliverable being supplied. Bramble Hub Ltd undertakes to notify <CLIENT NAME> in writing without delay of any change in circumstances which may delay delivery or cause a change to the Services to be delivered.

3 Sub-Contracting, Assignment and Significant Changes

None of the Services covered by the Services Definition shall be sub-contracted by Bramble Hub Ltd without the prior written permission of <CLIENT NAME> except as is customary in the trade. Bramble Hub Ltd shall remain responsible for the performance of the Services and shall not assign the Services or his right to payment hereunder.

Bramble Hub Ltd shall give <CLIENT NAME> prior written notice (in reasonable detail) of any organisational or operational changes which will adversely affect Bramble Hub Ltd's delivery of the Services, including but not limited to any significant changes to or affecting the workforce employed in relation to the delivery of the Services. Any of the above matters being referred to as a "Significant Change".

On receipt of such notice <CLIENT NAME> shall be entitled to review the likely effect(s) of any Significant Change(s) upon the delivery of the Services and/or <CLIENT NAME>'s relevant business or operations and/or the quality of the Services to be delivered (each a "Relevant Matter"). Bramble Hub Ltd agrees to promptly provide all reasonable assistance to <CLIENT NAME> in order to assist <CLIENT NAME> in its said review and to address <CLIENT NAME>'s reasonable concerns arising there from.

Bramble Hub Ltd undertakes to provide free of charge, and as reasonable and agreed with <CLIENT NAME> a period of normally no less than three days „one to one“ skills and knowledge handover in the event that resource providing the Services is substituted with resource of similar or greater capability to ensure continuity to Services provision.

<CLIENT NAME> shall be entitled to suspend the Services Definition for a reasonable period of time without liability where a Significant Change has a material effect on any Relevant Matter (a "Material Impact"). Also, at any time during or after its said review <CLIENT NAME> may notify Bramble Hub Ltd in writing of the reason(s) it considers the Significant Change to have or be likely to have a Material Impact. <CLIENT NAME> may terminate (without prejudice to any of its other rights) the Services Definition forthwith without liability to Bramble Hub Ltd if Bramble Hub Ltd fails (i) to demonstrate (within 30 days of such notification) that the Significant Change does not and/or will not have a Material Impact or (ii) to conclude (in such period) alternative arrangements acceptable to <CLIENT NAME>.

Because of the nature of the work to be undertaken by Bramble Hub Ltd, both parties accept that it may be necessary to agree to alter or adapt the Services and that any additional works required may not be included in the Consultancy Fee detailed in the Services Definition. In the event that Bramble Hub Ltd estimates that these additional works will cause an increase in Consultancy Fee or delay in completion of the work, he shall notify <CLIENT NAME> in writing. The parties

accept that any changes or additions to the Services Definition shall be valid only if agreed in writing by Bramble Hub Ltd and <CLIENT NAME>.

4 Passing of property

The <CLIENT NAME> will retain ownership of all Intellectual and Proprietary Property rights, of whatever nature, in the documents or other media, material, data or information produced specifically in relation to this assignment. Bramble Hub Ltd shall retain ownership of all Intellectual and Proprietary Property rights of whatever nature in any methods or templates deployed by Bramble Hub Ltd and shall not be deemed to have granted <CLIENT NAME> any licence to use the Intellectual and Proprietary Property other than for the purposes of this agreement. Any work or materials produced or undertaken by Bramble Hub Ltd in the performance of the Services shall be the property of the <CLIENT NAME> and Bramble Hub Ltd hereby assigns and vests all copyright, commercial exploitation and other Intellectual and Proprietary Property rights therein to <CLIENT NAME>.

5 Payment

Bramble Hub Ltd shall invoice <CLIENT NAME> on a calendar monthly basis, or upon completion of the Services, unless an alternative Payment Schedule has been specified on the Services Definition. Invoices shall be submitted within 10 working days of the end of the period of work covered by the invoice and shall include a record of the time spent providing the Services, and a report of progress against objectives for the period, if requested. Upon submission of an invoice, <CLIENT NAME> shall pay the full value of the invoice by electronic transfer or cheque to Bramble Hub Ltd within 30 working days of the date of receipt of the invoice.

Supplier invoices must include but are not limited to the following information:

- services number or reference;
- a brief description of the Services provided;
- period for which the invoice covers;
- charge for work carried out, any charge to date and any outstanding balance due; and
- any certificate or other documentation required under law.

All payments made shall be without prejudice to <CLIENT NAME>'s rights should the goods, materials or services prove defective or not in accordance with <CLIENT NAME>'s Services Order or instructions agreed in writing with Bramble Hub Ltd.

6 Suspension

In the event of any interruption of <CLIENT NAME>'s or of Bramble Hub Ltd's business due to circumstances beyond each parties control such as but not limited to any industrial dispute, fire explosion or accident which would prevent or hinder the use of goods or work which is the subject of the Services Definition both <CLIENT NAME> and Bramble Hub Ltd shall have the right to suspend the Services until such circumstances have ceased.

7 Methods, Tools, materials and/or equipment

Bramble Hub Ltd shall provide any equipment and/or tools and/or materials necessary for the provision of the Services. Whilst Bramble Hub Ltd's methods to provide Services shall be their own, Bramble Hub Ltd may adopt and use other nominated processes and quality standards applicable to the Service suggested or recommended by <CLIENT NAME>.

8 Confidentiality

Bramble Hub Ltd and <CLIENT NAME> shall treat the information given by either party as confidential and use such information only for the purpose of the Service and shall not disclose to any third party any specific information regarding

the Service without the prior written consent of the other party. Where drawings or other data are issued, both parties shall exercise proper custody and control and return/dispose of such in accordance with the other parties written instructions.

9 Patent and other rights

Where software development forms part of the Service the ownership of any intellectual property rights including but not limited to patents, registered designs, unregistered design rights and copyright arising from such developments shall be transferred to <CLIENT NAME> and Bramble Hub Ltd shall co-operate in any measure necessary to make such transfer effective as soon as any such right arises.

10 Indemnity

Both Bramble Hub Ltd and <CLIENT NAME> will keep the other party indemnified to the maximum value of £500,000 in respect of any claim of infringement of third party intellectual property by the use or sale of any goods supplied under the order and against all costs and damages for which either party may become liable or may incur any action for such infringement.

Both Bramble Hub Ltd and <CLIENT NAME> shall keep each party indemnified to the maximum value of £500,000 against any damage to either parties property (including any materials, tools or patterns sent to Bramble Hub Ltd for any purpose) and against any claims for loss or injury to any person or death of any person or to the property of any person to the extent by either parties negligence or any act of omission on the part of either parties employees sub-contractors or agents arising out of the performance of the Service.

11 Supply of Information

<CLIENT NAME> acknowledges that Bramble Hub Ltd may require Information from <CLIENT NAME> in order to put the works in hand. It shall be the responsibility of Bramble Hub Ltd to notify <CLIENT NAME> at the earliest opportunity of any information that has not been supplied by <CLIENT NAME>. <CLIENT NAME> will supply all information requested as soon as reasonably possible so as not to cause any delay to delivery of the Service being provided by Bramble Hub Ltd.

12 Termination (Defective Materials/ Workmanship)

<CLIENT NAME> shall be entitled to cancel the Services Order and/or claim reimbursement for actual losses and expenses suffered in the event that:

- Bramble Hub Ltd fails to deliver the Services in accordance within the terms of the Services Order; or
- Bramble Hub Ltd fails to rectify defective work within the timescale agreed in writing between <CLIENT NAME> and Bramble Hub Ltd; or
- the performance of Bramble Hub Ltd is demonstrably below normal industry standards for the type of Service.

Without prejudice to all <CLIENT NAME>'s rights and remedies at law Bramble Hub Ltd will repair or replace at <CLIENT NAME>'s request any defective item delivered by Bramble Hub Ltd. A defective item is one which does not comply with agreed acceptance criteria. <CLIENT NAME> shall set out in writing to Bramble Hub Ltd, the nature of any supposed defective items.

Bramble Hub Ltd will investigate defective items on request by <CLIENT NAME> and will provide <CLIENT NAME> with a written report describing the cause or causes of such defects and setting out details of corrective action, which will prevent recurrence. Bramble Hub Ltd shall keep <CLIENT NAME> indemnified in respect of all loss and/or expense which results during proper use directly or indirectly in whole or in part from defective materials, goods, workmanship or

design supplied by Bramble Hub Ltd, up to a maximum value of £500,000 or the Consultancy Fee, whichever is the lesser amount.

<CLIENT NAME> shall warrant that all costs and expenses reasonably incurred by Bramble Hub Ltd due to carrying out the requested investigation where items turn out not to be defective will be fully paid by <CLIENT NAME>.

13 Health and Safety at Work Act 1974

In accordance with the requirements of the health and safety at work act 1974 and any re-enactment or amendment thereof, any safety precautions required for the handling of the material covered by the Services Definition are to be clearly indicated on each consignment by the consignee.

14 Insolvency

<CLIENT NAME> shall be entitled at any time by notice in writing to Bramble Hub Ltd to terminate this contract without compensation to Bramble Hub Ltd in respect of the terminated portion but with full payment for Services carried out but unpaid in the event that:

- Bramble Hub Ltd becomes insolvent or makes any compensation or arrangement with its creditors; or
- Bramble Hub Ltd passes any resolution for Bramble Hub Ltd's winding up; or
- where any government or other special condition is incorporated by reference in the Services Definition such special condition shall apply.

15 Security

Where a security classification appears in the Services Definition, Bramble Hub Ltd and <CLIENT NAME> shall at all times comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by <CLIENT NAME>'s security officer and agreed in writing by Bramble Hub Ltd and which shall form part of the Service.

16 Waiver

Any concession or indulgence made by either party shall not be considered as a waiver of that party's rights under the order unless specifically authorised in writing on that party's printed order or amendment form.

17 Law

The construction validity and performance of the order shall be governed by the law of England and subject to the exclusive jurisdiction of the English courts.