Core Stream Ltd Terms and Conditions for the Supply of Services

The following is a statement of the terms and conditions of business under which the services referred to in the accompanying Call-Off Contract (or "Order Form") will be provided. These terms and conditions must be read in conjunction with the governing Framework Agreement and Call-Off Contract.

The company with whom you are contracting is **Core Stream Limited**, a company registered in England and Wales with registered number 05157767 whose registered office is 20 Grosvenor Place, London, SW1X 7HN, United Kingdom (referred to below as "the Supplier").

1. Interpretation

1.1 **Definitions**. In these Conditions, the following definitions apply:

"Business Day";	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Charges";	the charges payable by the Customer for the supply of the Services in accordance with clause 5.
"Conditions";	these terms and conditions.
"Contract";	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, the Framework Agreement and any completed Order Form.
"Customer";	the person or firm who purchases the Services from the Supplier.
"Deliverables";	the deliverables specified in a completed Order Form, which are to be produced by the Supplier for the Customer.
"Framework Agreement";	the Framework Agreement between the Government Procurement Service and the Supplier relating to G-Cloud Services 5, including all of the schedules to the Framework Agreement
"Intellectual Property Rights";	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all

	other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Order";	the order by the Customer for the supply of Services, as set out on a completed Order Form.
"Order Form";	the order form set out in Schedule 2 to the Framework Agreement, which shall include the Call-Off Agreement Terms and Conditions set out in In schedule 2 to the Framework Agreement, and references to a "completed Order Form" mean an Order Form completed with all necessary details and signed by the duly authorised representatives of both the Supplier and the Customer and dated.
"Services";	the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Completed Order Form.
"Supplier";	**Core Stream Ltd** (registered in England and Wales with company number 05157767).
"Supplier Materials";	has the meaning set out in clause 4.1(g).

1.2 **Construction.** In these Conditions, the following rules apply:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) A reference to a party includes its personal representatives, successors or permitted assigns;

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) A reference to **writing** or **written** includes faxes and e-mails.

(f) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;

(g) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

(h) Words and expressions which are defined in the Framework Agreement shall bear the same meaning when used in these Conditions, unless the context requires otherwise; and

(i) If there is any conflict between these Conditions and the Framework Agreement (including a completed Order Form in respect of Services to be provided by the Supplier), then the Framework Agreement shall prevail.

2. Basis of contract

2.1 A completed Order Form constitutes the Contract between the Customer and the Supplier under which the Customer agrees to purchase Services in accordance with the Framework Agreement, the completed Order Form and these Conditions.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 The Framework Agreement, the completed Order Form and these Conditions constitute the Contract to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of services

3.1 The Supplier shall supply the Services to the Customer in accordance with the completed Order Form in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the completed Order Form or elsewhere in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Obligations of the Customer

4.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in the Completed Order Form are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the premises of the Customer, office accommodation and other facilities as reasonably required by the Supplier;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the premises of the Customer for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

(g) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the premises of the Customer in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the written instructions or authorisation of the Supplier.

4.2 If the performance of the Supplier of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**"Customer Default"**):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance of the Supplier of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of the Supplier to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Charges for the Services shall be according to the relevant G-Cloud pricing document, or on a time and materials basis:

(a) the Charges shall be calculated in accordance with the standard daily fee rates of the Supplier, as set out in the Supplier's standard rate card;

(b) the standard daily fee rates of the Supplier for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days;

(c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

5.2 The Supplier reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 2 month(s) before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the notice provided by the Supplier and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks' written notice to the Customer.

5.3 The Supplier shall invoice the Customer annually in advance for subscription fees from the point of go-live. Implementation fees are due 50% upon ordering, and 50% on go-live.

5.4 The Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

(c) time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**"VAT"**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Barclays Bank Plc, London, UK from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the use by the Customer of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

6.3 All Supplier Materials are the exclusive property of the Supplier.

7. Change control

7.1 The Customer's Principal Contact and the Supplier's Account Manager shall meet from time to time to discuss matters relating to the Contract. If the Customer wishes to change the scope of the Services, it shall submit details of the requested change to the Supplier in writing.

7.2 If the Customer requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

(a) the likely time required to implement the change;

(b) any variations to the Charges arising from the change;

(c) the likely effect of the change on the Implementation Plan; and

(d) any other impact of the change on the terms of the Contract.

7.3 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its Charges, the Implementation Plan and any other relevant terms of the Contract to take account of the change.

7.4 If a change requested by the Customer involves a change in the scope of the Services to be provided by the Supplier, then the Customer and the Supplier shall complete a new Order Form in respect of such changed Services, and the minimum duration of the Contract in respect of such changed Services shall be two years from the date of the newly completed Order Form.

8. Termination

8.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so.

9. Consequences of termination

9.1 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices and interest of the Supplier and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the premises of the Customer and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

10. Recruitment of Personnel

10.1 Neither the Supplier nor the Customer will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of 6 months from the end of, the Contract (however it may occur), solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any person who was employed by the other party (or by any body connected with that other party) who has worked on the Services provided under the

Contract at any time during the term of the Contract or who had material dealings with the personnel of the first party in connection with the Contract.