

- 1. Services**

The Consultancy will provide Services as agreed in a Letter of Engagement, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care. As an independent professional organisation, the Consultancy will not be subject to direction or control, and itself accepts the responsibility for the proper provision of Services. The Consultancy is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right at its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and the Consultancy remains responsible for defining the scope of any Services to be performed by a substitute, and in any event for all Services performed on its behalf. The Consultancy will maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance. For the avoidance of doubt, time shall not be of the essence in relation to the provision of Services.
- 2. Copyright and Intellectual Property Rights**

'Deliverable' means a work produced by the Consultancy in the course of Services for delivery to the Client. Where pre-existing works are incorporated in any Deliverable, the Client has a non-exclusive irrevocable world-wide royalty free licence to use, modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved including but not limited to trademarks, trade names, copyright and other intellectual property rights. Subject thereto, all rights in any Deliverable pass to the Client upon payment of all fees due to the Consultancy which relate to that Deliverable. The Consultancy can use techniques, ideas, and know-how gained during the performance of Services to further its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of the Client.
- 3. Charges and Payment**
 - 3.1 Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies/facilities are not available on time, or if any equipment required to be provided by the Client fails to operate correctly.
 - 3.2 All sums due shall be invoiced and paid as specified in the Letter of Engagement. The Client will pay the Consultancy's invoices within 30 days, including any VAT or other applicable taxes. Unless otherwise specified, where payment is on a time and materials basis, the Consultancy may invoice monthly.
 - 3.3 If any of the Consultancy's invoices become overdue, the Consultancy may suspend provision of Services, and any agreed timescale will be automatically extended; the Consultancy may also terminate an engagement at any time when any payment is more than 7 days overdue.
- 4. Liability**

The Consultancy is not liable for any loss or damage in excess of the higher of (a) £100,000, and (b) the total fees payable in respect of an engagement, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury resulting from its own negligence or that of its employees.
- 5. Termination**

Either party may terminate any engagement by one month's written notice to the other, or by immediate written notice if the other is in material breach or if the other becomes insolvent. Any rights or obligations of a continuing nature shall survive termination.
- 6. Force Majeure**

If either party is obstructed in performing its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 14 days, either party may terminate any engagement by immediate written notice.
- 7. Assignment**

This agreement may not be assigned by either party without the prior written agreement of the other party.
- 8. Staff Obligations**

Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. No person providing Services is expected or required to integrate into the Client's business organisation or employed workforce. Neither party will engage, employ or otherwise solicit for employment any person who during the previous 6 months was an employee, partner, or sub-contractor of the other and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.
- 9. Terms**

A contract for an engagement formed on the basis of a Letter of Engagement referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 10. Confidentiality**

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret, and on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by applicable legal or regulatory requirements.
- 11. Status**

The Client is a client of a business undertaking carried on by the Consultancy, and it is not the intention of either to create or allow to arise a relationship of employment, partnership or joint venture.
- 12. Law**

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.