

SUPPLIER TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. In these Terms and Conditions:

- 1.1.1. "Client" means the party purchasing the Services.
- 1.1.2. "Supplier" means the party providing the Services.
- 1.1.3. "Services" means the consultancy or professional services agreed between the Client and the Supplier.
- 1.1.4. "Agreement" means these Terms and Conditions together with any written statement of work, proposal, or order.
- 1.1.5. "Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

2. Basis of Agreement

- 2.1. These Terms and Conditions apply to all Services provided by the Supplier unless otherwise agreed in writing.
- 2.2. Any variations must be agreed in writing by both parties.
- 2.3. If there is a conflict between these Terms and any statement of work, the statement of work shall take priority.

3. Scope of Services

- 3.1. The Supplier shall provide the Services as set out in Schedule 1.
- 3.2. The Supplier shall provide the Services with reasonable skill and care, in accordance with generally accepted professional standards.
- 3.3. The Supplier shall use reasonable endeavours to meet any agreed timescales, but time shall not be of the essence unless expressly stated.
- 3.4. Upon delivery of any material deliverables, the Client shall review the deliverables within a reasonable period and notify the Supplier of any material defects, omissions, or failure to meet the agreed specification.
 - 3.4.1. The Supplier shall use reasonable endeavours to address any agreed revisions or remedial actions within a reasonable timeframe at no additional cost, provided such revisions fall within the agreed scope of the Services.
 - 3.4.2. Deliverables shall be deemed accepted where:
 - 3.4.2.1. the Client confirms acceptance in writing; or
 - 3.4.2.2. the Client has not raised any material issues within 10 Business Days of delivery.

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4. Client Obligations

- 4.1. The Client shall provide all information, access, and cooperation reasonably required to enable the Supplier to perform the Services.
- 4.2. The Supplier shall not be responsible for delays or failures caused by incomplete, inaccurate, or late information provided by the Client.

5. Fees and Payment

- 5.1. Fees shall be as set out in Schedule 2.
- 5.2. Unless otherwise stated, invoices shall be payable within 30 calendar days of the invoice date.
- 5.3. The Supplier may charge interest on overdue amounts in accordance with applicable legislation.

6. Intellectual Property Rights

- 6.1. All pre-existing intellectual property of either party remains the property of that party.
- 6.2. Subject to payment of all fees due under this Agreement, all intellectual property rights in the final deliverables specifically created for the Client as part of the Services shall vest in the Client.
- 6.3. The Supplier retains ownership of all pre-existing intellectual property, methodologies, know-how, tools, templates, software, and general consultancy techniques used or developed in providing the Services. To the extent any such materials are incorporated into the deliverables, the Supplier grants the Client a perpetual, non-exclusive, royalty-free licence to use them for the Client's business and operational purposes.

7. Confidentiality

- 7.1. Each party shall keep confidential all confidential information received from the other party.
- 7.2. Confidential information shall not include information that is public knowledge other than through breach of this Agreement.
- 7.3. The obligations of confidentiality under this clause shall survive termination of this Agreement for a period of five (5) years, except in relation to personal data and information that is commercially sensitive in nature, where such obligations shall continue for as long as the information remains confidential.

8. Data Protection and GDPR

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- 8.1. Each party shall comply with all applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.
- 8.2. The Supplier shall comply with the Client's GDPR Policy and data protection procedures, as notified from time to time.
- 8.3. The Supplier shall implement and maintain appropriate technical and organisational measures to ensure the security, confidentiality, integrity, and availability of any data processed in connection with the Services, including appropriate measures relating to access control, secure storage, backup, and secure disposal.
- 8.4. The Supplier shall notify the Client promptly of any data breach and cooperate fully in remediation.
- 8.5. The Supplier shall not transfer personal data outside the UK without prior written consent and appropriate safeguards.

9. Insurance

- 9.1. The Supplier shall maintain throughout the term of this Agreement:
 - 9.1.1. Professional Indemnity Insurance of not less than £1,000,000;
 - 9.1.2. Public Liability Insurance of not less than £1,000,000, unless otherwise agreed in writing between the parties.
- 9.2. Evidence of insurance shall be provided on request.

10. Limitation of Liability

- 10.1. Nothing excludes liability for death or personal injury caused by negligence or fraud.
- 10.2. Subject to clause 10.1, the Supplier's total aggregate liability arising out of or in connection with this Agreement shall not exceed 125% of the total fees payable under this Agreement.
- 10.3. The limitation in clause 10.2 shall not apply to:
 - 10.3.1. breach of confidentiality obligations;
 - 10.3.2. breach of applicable data protection laws;
 - 10.3.3. infringement of third-party intellectual property rights.
 - 10.3.4. fraud or fraudulent misrepresentation.
- 10.4. The Supplier shall not be liable for indirect or consequential losses.

11. Term and Termination

- 11.1. Either party may terminate on 60 days' written notice.
- 11.2. The Client may terminate this Agreement immediately by written notice where the Supplier:

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- 11.2.1. commits a material breach of this Agreement which is not remedied within 30 calendar days of notice;
 - 11.2.2. persistently fails to deliver the Services to the required standard; or
 - 11.2.3. acts in a manner which, in the reasonable opinion of the Client, may materially damage the reputation or interests of the Client.
- 11.3. The Supplier shall maintain appropriate processes and controls to ensure that, upon notice of termination of employment or engagement of any personnel involved in the provision of the Services:
- 11.3.1. access to the Client's information systems, data, and assets is appropriately managed during any notice period; and
 - 11.3.2. access to the Client's information systems, data, and assets is revoked promptly upon termination of such employment or engagement.
- 11.4. Clauses relating to confidentiality, data protection, intellectual property, and liability shall survive termination.
- 11.5. The Client may terminate this Agreement on written notice where funding for the Services is withdrawn or materially reduced, or where organisational, strategic, or project changes result in the Services no longer being required. The Client shall pay the Supplier for Services properly performed up to the date of termination.
- 11.6. The Client may terminate this Agreement immediately by written notice if the Supplier becomes insolvent, enters administration or liquidation, ceases trading, or is otherwise unable to pay its debts as they fall due.

12. Compliance with laws and policies

- 12.1. The Supplier shall comply with all applicable laws, regulations, and professional standards relevant to the performance of the Services.
- 12.2. The Supplier shall maintain appropriate policies and procedures relating to anti-bribery, anti-corruption, modern slavery, sanctions compliance, and ethical business conduct.
- 12.3. The Supplier shall comply with any reasonable policies of the Client that are notified to the Supplier and relevant to the Services.

13. Independent Contractor

- 13.1. Nothing in this Agreement creates a partnership, agency, or employment relationship.
- 13.2. The Supplier shall not subcontract any material part of the Services without the Client's prior written consent, such consent not to be unreasonably withheld or delayed.
- 13.3. The Supplier shall remain fully responsible for the acts and omissions of any approved subcontractors and shall ensure that such subcontractors comply with the terms of this Agreement.

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14. Dispute Resolution

14.1. In the event of any dispute arising under this Agreement, the parties shall first seek to resolve the matter in good faith through discussions between senior representative(s) before commencing legal proceedings.

15. Force Majeure

15.1. Neither party shall be liable for delay or failure due to events beyond reasonable control.

16. Governing Law

16.1. This Agreement shall be governed by the laws of England and Wales, and subject to the exclusive jurisdiction of its courts.

17. Entire Agreement

17.1. This Agreement constitutes the entire agreement between the parties.

SCHEDULE 1
(Insert Scope of Services)

SCHEDULE 2
(Insert Fees and Payments Schedule)

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SIGNED by the parties

For and on behalf of the Client

Signature: _____

Name: _____

Title: _____

Date: _____

For and on behalf of the Supplier

Signature: _____

Name: _____

Title: _____

Date: _____