



1. Definitions

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document.
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier, in addition to any clients of the customer for whom services or goods will ultimately be supplied for;
- 1.3 "Intellectual Property Rights" means any and all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future.
- 1.4 "Supplier" means ISB Global Limited of Brentford, Middlesex, TW8 8LB, England. Company Registration number 03768468
- 1.5 Supplier's personnel includes employees, sub-contractors, agents and substitutes of the Supplier.

2. Agreement

- 2.1 In consideration of the payment of the Specified Sum by the End-User to the Supplier the Supplier shall provide the Specified Service.

3. Specified Service

- 3.1 The Supplier shall provide the Specified Service to the End-User subject to the terms of this Agreement. The Specified Service is mainly for the provision of business and systems consultancy or as specified in any schedule/s, to be provided by the Supplier to the End-User. The Specified Service to be provided on an ongoing basis, as required by the End-User, unless specified in any schedule/s, and subject to Termination (5).
- 3.2 Because of the nature of the work to be undertaken by the Supplier, both parties accept that it may be necessary to alter or adapt the Specified Service and that any additional works required may not be included in the Specified Sum as detailed in this Agreement. The parties accept that save as set out in Clause 3.5 any changes or additions to the Specified Service or the terms of this Agreement will be valid only if agreed in writing by the Supplier and the End-User.
- 3.3 The Supplier reserves the right to revise the Specified Sum if any changes are proposed to the Specified Service under Clause 3.2 above. The Supplier will inform the End-User of any proposed changes to the Specified Sum in writing and these changes will not be valid until accepted in writing by the End-User.
- 3.4 The Supplier 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 Specified Service or the completion of the Specified Service agreed in writing between the parties.
- 3.5 The Supplier may at any time and without giving the End-User prior notification make any changes to the Specified Service, which are necessary to comply with any applicable safety or other statutory requirements, or make any changes to the Specified Service which do not materially affect the nature or quality of the Specified Service. In such circumstances, the Supplier reserves the right reasonably to revise the Specified Sum in the light of such changes.

4. Fees

- 4.1 The Specified Sum shall be as agreed between the End-User and the Supplier for services as they are required. The Suppliers rate will be detailed in any schedule/s, and it will be exclusive of any VAT, which may be chargeable.
- 4.2 The Supplier shall submit invoices in the agreed form to the End-User on a monthly basis or as detailed in any schedule/s.
- 4.3 The End-User agrees to meet the Supplier's invoices in full within 30 working days of receipt.

5. Duration and Termination.

- 5.1 This Agreement shall commence from the date hereof unless agreed otherwise in any schedule/s and shall remain in force until the Specified Service is completed as agreed between the parties or as defined in any schedule/s, unless terminated early under the terms of this Agreement or by mutual consent.
- 5.2 Either party may terminate this Agreement by giving 1 months written notice to the other party. In addition, this written notice period is also applicable in the event that:
 - 5.2.1. either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within 1 week after receiving written notice from the other party;
 - 5.2.2. the other party goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 5.3 The Supplier may terminate this Agreement:
 - 5.3.1. by giving the End-User 1 week written notice if the End-User is in default of any agreed payments under this Agreement and has failed to remedy that default within 1 week of receiving a written demand from the Supplier; or
 - 5.3.2. by giving the End-User 1 week written notice if the End-User fails to accord the Supplier the reasonable access to premises, equipment, personnel or other information required for the Supplier to perform the Specified Service; or
 - 5.3.3. by giving the End-User 1 month written notice if, in the Supplier's opinion, it is no longer appropriate for the Agreement to continue in force.
- 5.4 The End-User may terminate this Agreement forthwith, by giving the Supplier 1 month written notice, if the Supplier fails to provide a reasonable level or quality of service, or in the opinion of the End-User it is no longer appropriate for the Agreement to remain in force
- 5.5 In the event that this Agreement is terminated before the completion of the Specified Service, the Supplier shall be entitled to payment by the End-User for work completed on a quantum merit basis.

6. End-User's Obligations

- 6.1 The End-User shall, at its own expense, provide the Supplier with all documents or other materials and data or other information necessary for the completion of the Specified Service, in sufficient time to enable the Supplier to provide the Specified Service in accordance with any timetable or other target for progress or completion agreed in writing between the parties.
- 6.2 The End-User shall be responsible for the content of all documents or other materials and shall ensure the accuracy of all data or other information provided to the Supplier in the course of this Agreement.
- 6.3 The End-User shall, at its own expense, retain duplicate copies of all documents or other material and data or other information provided to the Supplier and/or its personnel and shall insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, howsoever caused.
- 6.4 The End-User shall ensure that the Supplier and its personnel are accorded sufficient access to any of the End-User's premises, information, data or personnel and use of any equipment that is reasonably necessary for the completion of the Specified Services. Where the Supplier requires access to any third party premises, information, data or personnel, the End-User will make all reasonable efforts to arrange this for the Supplier.
- 6.5 The End-User shall ensure that the End-User and the End-User's staff and premises comply with all relevant legislation or other regulations relating to health and safety matters and shall ensure that the Supplier's personnel are provided with a safe working environment. In this context, the End-User shall:
 - 6.5.1. ensure that valid and adequate Public Liability Insurance remains in force throughout the duration of this agreement; and
 - 6.5.2. ensure that the Supplier and the Supplier's personnel are not prevented from complying with any relevant legislation or regulation.
- 6.6 The End-User shall not take on any direct control over or responsibility for the Supplier's personnel. In particular, the End-User acknowledges that the Supplier's personnel are professionals who will use their own initiative as to the manner in which the Specified Service is delivered and will not be subject to, or to the right of, supervision, direction or control as to the manner in which they render the Specified Service.
- 6.7 The End-User acknowledges and accepts that the Supplier is in business on its own account and therefore may be engaged by other parties simultaneously to its performance of the Specification.

7. Supplier's Obligations

- 7.1 The Supplier will take all reasonable steps to ensure that the Specified Service is completed in accordance with any timetables, schedules or other targets as agreed from time to time, between the End-User and the Supplier.
- 7.2 Where required, the Supplier will submit weekly timesheets in a form to be agreed between the End-User and the Supplier to provide a record of the work done by the Supplier's personnel.
- 7.3 The Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the Supplier's original personnel. The Supplier acknowledges that the End-User has the right to refuse to accept the substitute personnel if, in the reasonable view of the End-User, the substitute personnel have insufficient qualifications or expertise.
- 7.4 Where substitution occurs, the other terms and conditions of this contract, and in particular (but not limited to) the Specified Sum and the timetable of the project, will remain unchanged, unless otherwise agreed by both parties in writing. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute personnel.
- 7.5 In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the End-User is entitled to terminate this Agreement forthwith.

8. Insurance

- 8.1 The Supplier shall ensure that it has valid and adequate Professional Indemnity Insurance, Public Liability and Employer's Liability Insurance in force throughout the duration of this Agreement.

9. Warranties

- 9.1 The Supplier warrants to the End-User that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with any timetables, schedules or targets agreed.
- 9.2 Where, in connection with the provision of the Specified Service, the Supplier supplies any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the End-User the benefit of any warranty, guarantee or indemnity given by the 3rd party supplying the goods to the Supplier.
- 9.3 The Supplier warrants that it will, when utilising any of its own equipment or intellectual property in carrying out the engagement, ensure that any security requirements reasonably required by the End-User are complied with.

10. Limitation of Liability

- 10.1 The Specified Service has been negotiated and agreed by the Supplier with the End-User in the context of information provided by the End-User as to the End-User's particular needs and requirements. The Specified Services have been prepared and costed accordingly. Therefore:
 - 10.1.1. the Supplier shall have no liability to the End-User for any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the End-User which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the End-User;
 - 10.1.2. the Supplier shall have no liability to the End-User for any loss, damage, costs, expenses or other claims for compensation arising from the End-User making use of the Specified Service for any purpose not clearly disclosed to the Supplier or from the End-User allowing a third party to make use of the Specified Service;
 - 10.1.3. except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the Supplier shall not be liable to the End-User by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, other than under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims

(whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arises out of or in connection with the provision of the Specified Service or its use by the End-User.

11. Intellectual Property

- 11.1 Unless agreed otherwise in writing between the End-User and the Supplier:
- 11.1.1. The End-User shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to the Supplier in the context of this Agreement. For the avoidance of doubt, the End-User shall not be deemed to have granted the Supplier any licence to use the documents or other material and data or other information other than for the purposes of this Agreement.
- 11.1.2. The Supplier shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by the Supplier in the provision of the Specified Services save that the Supplier shall be deemed to have granted the End-User a non-exclusive and non-assignable licence to make use of any such documents or other material and data or other information and devices or processes in the context of the Specified Services.
- 11.2 Where appropriate, the Supplier shall be deemed to have asserted its moral rights over any documents or other material provided or created by the Supplier in the provision of the Specified Services.
- 11.3 The Supplier warrants to the End-User that:
- 11.3.1. no documents or other material and data or other information and devices or processes will be provided by the Supplier for use in the provision of the Specified Services which infringe any third party intellectual property rights;
- 11.3.2. any documents or other materials created by the Supplier in the provision of the Specified Services for use by the End-User will be original and created specifically for the End-User.
- 11.4 The End-User warrants to the Supplier that no documents or other material and data or other information and devices or processes will be provided by the End-User to the Supplier for use in the provision of the Specified Services which infringe any third party Intellectual Property Rights.
- 11.5 In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against the Supplier in relation to documents or other material, data and other information or devices and processes provided to the Supplier by the End-User for use in the provision of the Specified Services or which the End-User dictated should be used by the Supplier in the provision of the Specified Services, the End-User shall indemnify the Supplier against any and all costs, expenses, damages or other losses suffered or payments made by the Supplier in connection with the claim and any associated judgment or settlement.

12. Confidentiality

- 12.1 Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party in the provision of the Specified Services and are clearly marked as confidential remain confidential to the parties. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 1 month by giving the other party written notice.
- 12.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 12.3 On the cessation or earlier termination of this Agreement, each party shall return to the other all documents or other material containing the Confidential Information.
- 12.4 This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.
- 12.5 Both parties undertake that any information which is received from the other party in the provision of the Specified Services will only be used for the purposes of this Agreement.

13. General

- 13.1 The parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between (a) the Supplier and/or any of its personnel and (b) the End-User. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other.
- 13.2 The Supplier shall not be liable to the End-User or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 13.3 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 13.4 Save for changes to the Specified Service, (which must be agreed in accordance with Clause 3), the terms of this Agreement, including any timetables or schedules, may only be varied when the variation is recorded in writing and agreed by both parties.
- 13.4 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 13.5 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.