falanx Cyber

TERMS & CONDITIONS

Manpower Services

Terms & Conditions of Supply

Falanx Cyber Defence Standard Conditions of Sale

TERMS OF BUSINESS

1. SERVICES
   - 1.1. The scope of the Services to be provided to the Client by Falanx Cyber Defence Ltd (Falanx) will be agreed in writing between them.
   - 1.2. If the Client requires any additional services or any change to the previously agreed Services, Falanx will be entitled to an adjustment of the fees and an estimate of the additional fees which may be due will be provided to the Client upon request.
2. COMMENCEMENT / DURATION OF SERVICES
   - 2.1. If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date Falanx begins to carry out any of the Services.
   - 2.2. The Services will continue until they are completed, unless the Appointment is terminated early in accordance with these Terms of Business.
3. FEES AND EXPENSES
   - 3.1. The fees payable for the Services will be as agreed in writing between the Client and Falanx. Unless otherwise specified, fees will be payable by monthly instalments against Falanx's invoices (payment to be due 30 days after the invoice date).
   - 3.2. Out of pocket expenses (including travel, accommodation and other costs) incurred by Falanx whilst providing any consultative Services to the Client will be charged at cost, unless otherwise specified and agreed.
   - 3.3. The daily rates or service subscriptions quoted to the Client are fixed within the framework.
   - 3.4. Falanx will be entitled to interest on overdue accounts outstanding after 90 days at the rate of 3% above the Base Rate of The Bank of England, calculated daily from the due date until payment is received by Falanx.
   - 3.5. The daily rates or service subscriptions of Falanx's Services quoted to the Client will, unless otherwise agreed, apply to any additional services.
   - 3.6. Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.
4. INFORMATION & APPROVAL
   - 4.1. The Client will ensure that Falanx is provided, in good time, with all information needed to enable Falanx to perform the Services and Falanx will be entitled to rely on that information.
   - 4.2. The Client will give all decisions and approvals in a timely manner and provide any additional assistance which Falanx may reasonably request.
5. STANDARD OF CARE
   - 5.1. Falanx will exercise reasonable skill, care and diligence in the performance or delivery of the Services in accordance with the standards of Falanx's profession. Falanx will also use reasonable endeavours to adhere to the programmes (if any) agreed with the Client for the provision of the Services, but will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond Falanx's control.
6. INTELLECTUAL PROPERTY
   - 6.1. Copyright in all drawings, reports, documents and computer-generated data prepared by Falanx will remain the property of Falanx. Subject to the Client paying all fees and expenses which are due, the Client will have a license to copy and use those documents and data for any purpose related to the project for which the Services are provided, but not for any other purpose.
7. PERSONNEL
   - 7.1. Falanx will designate an individual to act as the principal representative of Falanx in dealings with the Client concerning the Services, they will be termed the Engagement Manager. Falanx reserves the right to change that individual but will not do so without good reason and will inform the Client of any such change.
   - 7.2. Falanx will provide the Client with details of the professional qualifications and experience of any consulting resources engaged on the Services upon request.
8. LIABILITY & INSURANCE
   - 8.1. Falanx will take appropriate steps to remedy any defect in the Services for which Falanx is responsible and which is immediately notified by the Client at any time up to 12 months following completion of the Services.
   - 8.2. Falanx maintains professional indemnity insurance and will use its reasonable endeavours to maintain such insurance for so long as it has any liability under the Appointment. Falanx will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and Falanx shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.
9. TERMINATION
   - 9.1. Falanx may terminate the Service at any time, by giving notice to the Client, if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.
   - 9.2. The Client may terminate the Service, by notice to Falanx, if Falanx commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.
   - 9.3. Upon termination, the Client will pay Falanx all fees and expenses due up to the termination date. In the event of wrongful termination by the Client, the Client will in addition pay Falanx an appropriate amount of compensation for Falanx's loss of anticipated profit.
   - 9.4. Termination will not prejudice the accrued rights and liabilities of the parties.
10. DELAY IN DELIVERY, CUSTOMER CANCELATION AND RESCHEDULING
    - 10.1. Falanx shall use its reasonable endeavours to achieve any dates agreed for delivery but shall be under no liability for any failure to achieve such dates.
    - 10.2. Subject to Clause 10.3, the Customer may at any time prior to the performance of the Services under the Contract, by notice in writing cancel or reschedule all or some of the Services.
    - 10.3. The Customer acknowledges that cancellation or rescheduling of the Services at short notice would make reallocation of Falanx committed resources to alternative tasks impractical, as a result of which Falanx would suffer financial loss. Accordingly, the Customer agrees that, for any notice of cancellation or rescheduling received by Falanx prior to the scheduled commencement of the Services, Falanx shall have the right to charge a percentage of the Charges for the cancelled or rescheduled Services in accordance with the following table:

Working days before scheduled provision of the services that notice is received by Falanx	Falanx entitled to charge (% of charges for cancelled or rescheduled services)
Greater than 10 but less than 28	10%
9	20%
8	25%
7	30%
6	40%
5	50%
4	70%
3	75%
2	90%
1 or scheduled day	100%

10.4. On receipt of any notice given in accordance with this Clause 10, Falanx shall cease and/or reschedule performance of the cancelled Services as soon as reasonably practicable.

11. ASSIGNMENT & SUBCONTRACTING

11.1. Neither party will assign or subcontract its obligations without the consent of the other. In the event of Falanx wishing to subcontract any of the Services, the Client will not unreasonably withhold its consent. Falanx will not be relieved of any of its liabilities to the Client in the event of any subcontracting.

12. LAW & JURISDICTION

12.1. T3he agreement between the parties is governed by English law.

12.2. Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales.

12.3. Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.

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