



V4 Services Terms and Conditions G Cloud 11

1 Introduction

This document sets out the terms on which we accept instructions and charge for our services.

2 Interpretation and definitions

The following terms shall have the meanings set out below:

Term	Definition
Confidential Information	All personal data and any information, however it is conveyed, that relates to the business affairs, development, trade secrets and knowhow which V4 Services becomes aware of in the provision of the Services.
Company's Personnel	Any employee of V4 Services, any person engaged to provide services to V4 Services and any other person acting as agent or otherwise on behalf of V4 Services and as listed in the attached proposal (Part A of the Schedule).
Services	The services to be provided by V4 Services hereunder and detailed in Part A of the Schedule.
Commencement Date	The date of this Agreement.
Completion Date	The date specified as the completion date in Part A of the Schedule.
Fees	The amount to be paid to V4 Services as detailed at Part A of the Schedule.

FOIA	The Freedom of Information Act 2000.
Intellectual Property Rights	All copyright, patents or patent rights, registered and unregistered design rights, trademarks, service marks and all other intellectual or industrial property rights wherever in the world enforceable.
Law	Any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978 any exercise of the Royal Prerogative and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972 in each case in England
Change Order	An agreed change to the scope of the Services you are asking us to provide or the timeline for delivery.
Request for Information	The meaning given to it under FOIA or the Environmental Information Regulations 2004, as amended from time to time and as the context so dictates.
Working Day	Any day on which clearing banks are customarily open in the City of London.

- 2.1 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated associations, government, government agency, persons having a joint or common interest, or any other legal commercial entity or undertakings.
- 2.2 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- 2.3 All references to “this Agreement” shall be deemed to include these terms and conditions and the Schedule to this Agreement. In the case of any inconsistency between the provisions of the Schedule and these terms and conditions, the provisions of the Schedule shall prevail.

3 Consultancy Services

- 3.1 Your contract is with V4 Services Limited (the Company), a limited company registered in England and Wales. We will provide the agreed Services to you, the Client, and we agree to provide such Services upon the terms and conditions set out in this Agreement.
- 3.2 The Services shall commence on the Commencement Date and shall be completed by the Completion Date or such other date as may be agreed between the parties.

4 Fees

- 4.1 Fees shall be charged as set out in our Proposal (Part A of this Schedule). Please note our fees are exclusive of VAT). Unless otherwise agreed in writing, we will charge for our services and expenses monthly in arrears.
- 4.2 Expenses incurred in providing the Services will be charged at cost, as detailed in Part A of this Schedule or as agreed from time to time between both parties.
- 4.3 All fees and expenses for services supplied in the UK are subject to VAT at the prevailing rate. Where we charge on a time basis, our fee rates are reviewed on 1 January each year. Any increase will apply automatically from that date. We will inform you of our new rates and amend pricing schedules accordingly. It is your responsibility to ensure purchase order coverage aligned to any changes.
- 4.4 Unless otherwise stated, a working day will be 7.5 hours and our charge rate for each hour will be pro rata to the full day rate.

5 Payment

- 5.1 Our standard payment terms are 30 days from the date of the invoice in which to make payment.
- 5.2 Under The Late Payment of Commercial Debts Regulations 2013, we reserve the right to charge a fixed amount on each unpaid invoice plus interest at an annual rate of 8% above the Bank of England base rate until the invoice is paid in full.
- 5.3 If our invoice is to you is in respect of services provided to a third party, you will remain responsible for payment of the invoice. This is because you are our client and if the third party does not pay, we generally have no right to claim against that third party.

6 Our services

- 6.1 We will be retained on a non-exclusive basis to provide the Services to you during the term of this Agreement at such times and at such locations as may be necessary to provide the Services to a satisfactory standard.
- 6.2 We will:
 - 6.2.1 Provide the Services with reasonable care and to the best of our ability;
 - 6.2.2 Use our reasonable endeavours to promote the interests of you, the Client; and
- 6.3 Comply with all statutes and regulations applicable to the provision of the Services. In providing the Services, we will have regard to, and comply with, all relevant obligations notified to us by you (are in force at the Client) at the date of this Agreement or later with agreement
- 6.4 In addition we will:
 - 6.4.1 Comply with all dates or deadlines set out in our Proposal (Part A of this schedule) and any further reasonable dates and deadlines notified to us by you in writing.
 - 6.4.2 Attend meetings with the Chief Executive, Director, Head of Finance, Heads of services or staff of your Organisation as often set out in our Proposal.
- 6.5 By entering into this agreement we assume that the Client representative has complied with all standing orders or procedures applicable for the commissioning of our Services.
- 6.6 Should your requirement, the project scope, the timeline for delivery or any obligations policies or procedures with which we are required to comply change, we will charge you where additional resources need to be applied. We will issue a Change Order so that we are both agreed on the new services and, or our obligations as well as any cost implications of such changes. In order for us to proceed, a signed and dated Change Order will need to be returned to us.

7 People responsible for delivering our services

- 7.1 Our proposal (Part A of the schedule) sets out the lead Project Manager responsible for the delivery of our Services and for the management of our associated delivery team.
- 7.2 Should there be a need from either the Client or the Company to make changes to the delivery team then this will be done through discussion and mutual agreement.

- 7.3 We will perform our obligations set out in our proposal (Part A of the Schedule) in accordance with the Law and Good Industry Practice.
- 7.4 We will ensure that our staff and associates:
- 7.4.1 Faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Services;
 - 7.4.2 Obey all lawful instructions and reasonable directions from you (the Client) and provide the Services to your reasonable satisfaction; and
 - 7.4.3 Apply all due skill, care, diligence and are appropriately experienced, qualified and trained.
- 7.5 We shall notify you in writing as soon as reasonably practicable of any event or the non-occurrence of any event or other circumstances which may delay, threaten or adversely affect the provision of the Services on time or which may increase the cost of providing the Services or any matters associated with the undertaking of the Services. If required, we will deliver a contingency plan advising how best to deal with the consequences of such an event, non-occurrence of any event or circumstances.

8 Client responsibilities

- 8.1 You will support us in ensuring successful delivery of the Services by:
- 8.1.1 Prompt access to premises and data where necessary.
 - 8.1.2 Fair treatment of our employees and associates.
 - 8.1.3 Timely communications with our nominated Project Manager with respect to our obligations (6.3), intelligence or early notification of issues which could impact the delivery of the Services.
 - 8.1.4 Resolving issues and facilitating sign off of invoices and payments where necessary.

9 Termination

- 9.1 Either party may terminate this Contract forthwith by written notice to the other effective from the date of service of such notice if:
- a) there is a breach by the other party of any provision of the Contract which expressly entitles the party not in breach to terminate the Contract.

- b) there is a material or persistent breach by the other party of any other term of the Contract, which is not remediable, or if it is remediable has not been remedied within 30 days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied.

- 9.2 On termination other than for the default of V4 Services the Purchaser shall pay to V4 Services the proportion of the Contract Price payable in respect of the materials supplied and/or services performed by the Supplier up to the date of termination together with the costs of the commitments already entered into by V4 Services at the date of termination of the Contract less the amount of any payments already made to the V4 Services up to the date of termination. If the amount of payments already made to V4 Services at the date of termination exceeds the sum due to the us under this subClause then we shall repay the balance due to the Client. Any such payment shall be in full satisfaction of the Supplier's rights to payment, compensation or damages in respect of the termination or the breach of Contract giving rise to the right of termination.
- 9.3 On payment of the sum due under sub-Clause 2 above we shall transfer to you, the Client, the benefit of all work done and the property in all materials supplied by us or our sub-Contractors or sub-suppliers in the performance of the Contract up to the date of termination. Where the Contract specifies that intellectual property rights in commissioned works will vest in the Purchaser on payment no such rights shall vest unless and until full payment has been made.
- 9.4 If the Contract is terminated by reason of the default of V4 Services, you, the Client, shall be entitled to the like benefits and ownership of materials as are stated in sub-Clause 3 above without prejudice to any specific provision relating to ownership of intellectual property rights.
- 9.5 Following the termination of the Contract neither party shall have any further rights or obligations in relation to the other party other than those stated in this Clause. Subject to subClause 2 above termination shall not however affect the rights of action and remedy of the parties which shall have accrued at the date of termination or shall thereafter accrue.

10 Confidentiality

- 10.1 Except to the extent set out in this clause or where disclosure is expressly permitted, each party shall:
- 10.1.1 Treat the other party's Confidential Information as confidential; and
 - 10.1.2 Not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 10.2 This clause shall not apply where:
- 10.2.1 Such disclosure is a requirement of law placed upon the party making the disclosure;
 - 10.2.2 Such information was in the possession of the party making the disclosure without an obligation of confidentiality prior to its disclosure by the information owner;

- 10.2.3 Such information was obtained from a third party without obligations of confidentiality;
- 10.2.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 10.2.5 It is independently developed without access to the other party's confidential Information.

11 Protection of personal data

11.1 With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Client is the Data Controller and that the Company is the Data Processor.

11.2 The Company shall:

- 11.2.1 Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Company during the Contract Period).
- 11.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body.
- 11.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 11.2.4 Take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data.
- 11.2.5 Obtain Approval in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services.
- 11.2.6 Ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out by the Client.
- 11.2.7 Ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client.
- 11.2.8 Notify the Client within five (5) Working Days if it receives:

- 11.2.8.1 A request from a Data Subject to have access to that person's Personal Data;
or
- 11.2.8.2 A complaint or request relating to the Client's obligations under the Data Protection Legislation.
- 11.2.9 Provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - 11.2.9.1 Providing the Client with full details of the complaint or request.
 - 11.2.9.2 Comply with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Client's instructions.
 - 11.2.9.3 Providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
 - 11.2.9.4 Providing the Client with any information requested by the Client.
- 11.2.10 Permit the Client or the Client Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Company's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Company is in full compliance with its obligations under this Contract.
- 11.2.11 Provide a written description of the technical and organisational methods employed by the Company for processing Personal Data (within the timescales required by the Client); and
- 11.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area.
- 11.3 The Company shall comply with such other instructions and shall carry out such other actions as the Client may notify in writing, including:
 - 11.3.1 Incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and

- 11.3.2 Procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Client on such terms as may be required by the Client, which the Company acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).
- 11.4 The Company shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Legislation.
- 11.5 The Company acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Personal Data that the Client may be irreparably harmed (including harm to its reputation). In such circumstances, the Client may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).
- 11.6 The Company shall, at all times during and after the Contract Period, indemnify the Client and keep the Client indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Client arising from any breach of the Company's obligations under this Clause 17 except and to the extent that such liabilities have resulted directly from the Client's instructions.

12 Publicity

- 12.1 Both parties will refrain from making statements in the public domain about any aspect of the provision of Services without informing or consulting the other party so that they have an opportunity to respond or validate the accuracy of any statement to the media in any form.

13 Freedom of Information

- 13.1 We acknowledge that our Client is subject to the requirements of the FOIA and Environmental Information Regulations 2004 and shall assist and cooperate with its Client to enable it to comply with its information disclosure obligations.
- 13.2 We shall:
- 13.2.1 Transfer to the Client all Requests for Information it receives in respect of the Client as soon as possible and in any event within two (2) Working Days of receiving a Request for Information;

- 13.2.2 Provide the Client with a copy of all information in its possession within five working days of the Client's request; and
- 13.2.3 Provide all necessary assistance as reasonably requested by the Client to enable it to respond to the Request for Information.
- 13.3 The Client, acting reasonably, shall determine whether any information is exempt from disclosure.
- 13.4 In no event shall V4 Services respond directly to a Request for Information relating to the Client.

14 Rights and Company's works

- 14.1 Whilst all Intellectual Property Rights in the documents and advice which we prepare in providing the Services remain the property of V4 Services, the Client is granted a free and unrestricted licence to use these for the purposes of this project but no further.
- 14.2 We confirm that in providing the Services, we shall not knowingly infringe the copyright, design right, patent or any other Intellectual Property Rights of any third party.
- 14.3 For the avoidance of doubt, any Intellectual Property Rights belonging to V4 Services at the date of this Agreement shall remain the property of V4 Services.

15 Status of the Company

- 15.1 Nothing in this Agreement shall render V4 Services an employee or agent of the Client, nor any of the V4 Services' Personnel (namely any employee, sub-contractor or other person employed or used by V4 Services in connection with the delivery of the Services) to be an employee or agent of the Client.
- 15.2 For the avoidance of doubt V4 Services or its Personnel shall not be entitled to any pension, bonus or other fringe benefits from the Client or benefit from any procedures, policies or collective agreements which are available to employees, except where such procedures expressly apply to V4 Services.

16 Notice

- 16.1 Any notice required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to be sufficiently served on the other party if left at or sent by first class post to the Head Office at the front of this Agreement.
- 16.2 Proof of posting of any such notice shall be sufficient without proof of delivery and any such notice posted by first class post shall be deemed to have been served on the second day (excluding Saturday, Sunday and public holidays) following that on which it was posted.

17 Insurance

- 17.1 We shall maintain insurance necessary to cover any liability arising under the Agreement, so far as they are specified in this Agreement.
- 17.2 We will prior to the Commencement Date and upon request, provide details of such insurances.
- 17.3 Neither party seeks to exclude or limit its liability for:
- 17.3.1 Death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);
 - 17.3.2 Fraudulent misrepresentation; or
 - 17.3.3 Any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.

18 Entire Agreement

- 18.1 This Agreement together with any Change Orders issued pursuant to clause 6 comprises the entire agreement between the parties to the exclusion of all other terms and conditions, prior or collateral agreements, negotiations, notices of intention and representations.

19 Non assignment

- 19.1 This Agreement is personal to V4 Services and it shall not assign or sub-contract the benefit or burden of this Agreement without the prior written consent of the Client.

- 19.2 The Client shall not assign, novate or otherwise transfer the rights and obligations under this Agreement or any part of it without the prior written consent of V4 Services. No such consent shall be required where an assignment arises by operation of law or on a reorganisation of the Client.

20 Dispute resolution procedure

- 20.1 If a dispute arises between the parties in connection with this Agreement, the parties shall use reasonable endeavours to resolve such dispute by means of a prompt discussion at an appropriate managerial level.
- 20.2 If a dispute is not resolved within ten Working Days of referral then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussions within a further ten Working Days or longer period as the parties may agree.
- 20.3 If a dispute is not resolved pursuant to the preceding paragraphs of this clause, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation either party must give notice in writing ('ADR notice') to the other party[ies] to the dispute, referring the dispute to mediation and a copy of the referral should be sent to CEDR.
- 20.4 Unless otherwise agreed, the mediation will start not later than [28] days after the date of the ADR notice. The costs of the mediation shall be determined by the mediator and shall be borne by the parties as he shall determine.
- 20.5 Nothing in this clause shall prevent either party from seeking from any Court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
- 20.6 The performance of this Agreement shall be suspended, cease or be delayed by the reference of a dispute to mediation.

21 Information and co-operation

- 21.1 We shall provide our Client with such information as is reasonably requested by our Client in relation to the performance of this Agreement or the provision of the Services.
- 21.2 We shall co-operate with our Client in furthering our Client's statutory duties.

22 Contract (Rights of Third Parties) Act 1999

- 22.1 Neither party intends to confer any right or benefit upon a third party, and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

23 Counterparts

- 23.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 23.2 The transmission of an executed counterpart of this Agreement by fax or email shall take effect as delivery of an executed counterpart of this Agreement. Each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter, no counterpart shall be effective until each party has executed and delivered at least one counterpart.

PART A

[Copy of Proposal – attached as a separate item]