Terms and Conditions for the Supply of Consultancy Services

These "Terms and Conditions" and the attached "Call-Off Order Form" and other "Call-Off Incorporated Terms" constitute this entire agreement ("Contract") between:

Dwilde Consulting Limited (Buyer No.11032188)

And

[Buyer Name (Buyer No. xxxxxxxx)]

RECITALS

1. **Dwilde Consulting provides specialist digital transformation consultation services to customers of the CCS G-Cloud 12 digital marketplace ("a Customer") in accordance with the G Cloud 12 Framework (as defined below).**
2. **The Buyer is a Customer and has completed a [direct award/mini competition] in compliance with the G-Cloud 12 Framework for a description of services to be delivered.**
3. **Under the contract award procedure at point 2. above, the Buyer has selected Dwilde Consulting as the supplier of G-Cloud 12 services.**

1 DEFINITIONS

1.1 In these Terms of Business ("Terms") the following definitions apply:

"Associate"	means those members of the Supplier's employees, officers or representatives as the Supplier may consider appropriate to perform the Deliverables as specified in the relevant Order Form or as substituted pursuant to Clause 3.5
"Buyer"	means [company details of Buyer inserted here]
"Deliverables"	means the services which the Supplier is engaged by the Buyer as specified in the Order Form
"G-Cloud 12 Framework"	means the Framework Agreement number [xxxxxx] made between HM Crown Commercial Service and the Supplier dated [dd/mm/yyyy]
"Order Form"	means the call-off order form completed in accordance with the G-Cloud 12 Framework Agreement and attached to these Terms which record the details of a particular Deliverable
"Supplier"	means Dwilde Consulting Limited, a company incorporated in England and Wales with registered number 11032188 and whose registered office is Willoughby's Farm, Willoughby's Lane, Braintree, Essex CM7 5PH

1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2 CONTRACT

2.1 These Terms together with the relevant Order Form and other "Call-Off Incorporated Terms" constitute a contract between the Buyer and the Supplier for the performance of the Deliverables together known as "the Contract".

2.2 The Supplier accepts that the Terms will apply to all Deliverables undertaken by it to the exclusion of any other terms and conditions.

2.3 No variation to a Contract shall be valid or binding unless confirmed in writing and signed by an authorised signatory of each of the Supplier and the Buyer.

2.4 The Buyer is acting as an employment business in relation to its engagement of the Supplier and engages the Supplier on the basis of a contract for services.

2.5 Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture or relationship of employer and employee or agent and principal between the parties or their personnel and neither party shall have the authority to act in the name of or otherwise bind the other in any way.

2.6 The Buyer is not obliged to offer the Supplier work, including continuations of Contracts, and the Supplier is under no obligation to accept any work offered to it by the Buyer including any such continuations. No party wishes to create or imply any mutuality of obligations whatsoever, either in the course of a Contract or during any period when no Contracts are in force between the parties. The Buyer is not obliged to pay the Supplier when no work is available during this Contract.

2.7 The Buyer acknowledges that the Supplier shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of an Deliverables provided that this in no way compromises or is to the detriment of the supply of its services to the Buyer.

2.8 The Supplier may, at its absolute discretion, utilise its directors or employees or self-employed contractors as Suppliers provided that such Suppliers shall be the responsibility of the Contractor and provided that any act or omission of any such directors, employees or subcontractor shall be deemed to be an act or omission of the Supplier.

3 DELIVERABLES

3.1 The Buyer shall provide full and accurate information to the Supplier as is necessary to enable the Supplier to determine whether to accept any Deliverables offered and, if the Deliverable(s) is/are accepted, to select the appropriate Associate to perform the work.

3.2 Prior to the commencement of the Deliverables, the Buyer will send to the Supplier written confirmation of the Deliverables specifying the duration of the Deliverables, the identity of the Supplier proposed by the Supplier, the fee payable to the Supplier together with such disbursements as may have been agreed, notice period to terminate the Deliverables, the intervals at which invoices shall be rendered to the Buyer by the Supplier and any other relevant information.

3.3 The Supplier understands that the Supplier shall, subject to any agreement to the contrary, be obliged to provide all necessary equipment reasonably required for the satisfactory performance of the Deliverables.

3.4 The Buyer acknowledges that the Supplier shall, at all times acting reasonably, have autonomy in determining the manner in which the Deliverables is performed in order to achieve the Buyer's requirements.

3.5 In the event that during the course of the Contract:

3.5.1 the Supplier is no longer able to use the Associate to perform the Deliverables; or

3.5.2 the Buyer notifies the Supplier of a complaint in respect of its provision of services under this Contract which, acting reasonably, necessitates the withdrawal of the relevant Associate from the Deliverables, the Supplier shall, with the prior written approval of the Buyer, be entitled to substitute a suitably qualified and experienced Associate. The Buyer has the right to reject such substitute Associate at any time should such Associate prove to be unacceptable in the reasonable opinion of the Buyer and in such circumstances the Buyer shall be entitled to terminate the Contract pursuant to clause 7.2.1.

3.6 Where substitute Associate(s) are provided by the Supplier, the Supplier shall provide wherever possible an overlap of up to ten working days for such substitute Associates. The Supplier shall not charge for such overlap days worked by the substitute Suppliers.

3.7 The Buyer will procure that the Supplier receives full and accurate information in relation to any health and safety information or advice which may affect the Associate performance of this Contract. The Supplier shall ensure that the Associate(s) adhere to such advice to the extent applicable to the performance of the Deliverables.

3.8 The Supplier agrees;

3.8.1 that both it and its Associates will devote such time, attention and skill to the performance of the Deliverables as shall be reasonably required for the proper performance of such Deliverables. The Supplier and its Associates will also work in a timely, professional and considerate manner as far as possible in accordance with the requirements of the Buyer as detailed to the Supplier.

3.8.2 that it and its Associates will devote such time as may be necessary for the proper performance of the Deliverables unless the Associate(s) is/are prevented from doing so by ill health or accident.

3.8.3 that it and its Associates promptly give to the Buyer all such information and reports as it may reasonably require in connection with matters relating to the Deliverables.

3.8.4 3.8.4 that both it and its Associates;

3.8.4.1 1 have no authority to incur any expenditure in the name of or for the account of the Buyer; and

3.8.4.2 do not hold themselves out as having authority to bind the Buyer unless the Supplier or the Associates has been specifically authorised to do so by the Buyer in writing;

3.8.5 that both it and its Associates will comply with all reasonable standards of safety and comply with relevant health and safety procedures from time to time in force at the premises where

the Deliverable(s) is/are being provided and report to the Buyer any unsafe working conditions or practices.

3.8.6 that both it and its Associates will comply with the Buyer's [insert relevant policies identified by the Buyer, e.g. Physical Security Policy, Information Security Policy, Software Policy and Data Protection Policy] from time to time in force.

3.8.7 to permit the Buyer (at the Buyer's cost) to carry out or arrange to be carried out such vetting checks as may be required by the Buyer from time to time prior to or during the Deliverables on any Associate carrying out duties in respect of the Deliverables. Vetting checks may include (without limitation) checks relating to employment, credit reference agencies and criminal records bureau ("Vetting Checks"). The Supplier shall ensure that the Associate is aware of and consents to the Vetting Checks prior to the Vetting Checks being carried out.

4 CHARGES

4.1 The Buyer agrees to pay the charges of the Supplier as set out in the Order Form exclusive of VAT, which may also be payable, providing all relevant professional documentation has been received by the Buyer.

4.2 The Supplier shall invoice the Buyer for such charges and the Buyer shall pay such invoices in accordance with the Order Form.

4.3 At the end of each week of the Deliverables (or at the end of the Deliverables where the Deliverable(s) is/are for a period of less than one week or is completed or finished before the end of a week) the Supplier shall ensure that the Buyer verifies the performance of the Deliverables by the Associate(s) by signature of a form provided by the Buyer to the Supplier for this purpose.

4.4 The Supplier is responsible for paying the Associate's fees and the Supplier is responsible for deducting any sums including Income Tax and Social Security contributions of its Associates as may be required by law. The Buyer shall not have any contractual, financial or legal relationship with the Associate(s). The Supplier agrees to indemnify the Buyer against any Income Tax or National Insurance contribution levied against the Buyer in respect of the Supplier or the Associate.

4.5 The Buyer shall not be liable for payment to the Supplier in respect of any period during which the Associate(s) is/are unable to perform the Deliverables for any reason.

4.6 The Buyer shall reimburse all reasonable expenses properly and necessarily incurred and agreed in advance in writing with the Buyer, the Supplier or the Associate in the course of the Deliverables, subject to production of receipts or other appropriate evidence of payment.

5 WARRANTIES AND LIABILITY

5.1 The Supplier warrants that the Associate(s) used by the Supplier in the performance of the Deliverables will have the necessary skills and qualifications to perform the Deliverables and that they will carry out the Deliverables with reasonable skill and care in a timely and professional manner and as far as possible in accordance with the requirements of the Buyer as detailed to the Supplier in accordance with clause 3.1.

5.2 The Supplier warrants that any records, documents, papers, software and other materials created, developed, written or prepared by the Supplier and the Associates in performing or incidental to the performance of the Deliverables ("the Materials") will, so far as they do not comprise existing materials originating from the Buyer, be original and the use or possession thereof by the Buyer

will not subject the Buyer to any claim for infringement of the intellectual property rights of any third party.

5.3 In the event that the Supplier's performance of the Deliverables or any part of it is defective in any way, without prejudice to any other rights and remedies of the Buyer in respect thereof, the Supplier shall be obliged, at the request of the Buyer, to remedy such defects forthwith at its own expense.

5.4 The Supplier shall have liability for any loss, liability or costs (including reasonable legal costs) incurred by the Buyer in connection with the Deliverables and shall indemnify and keep the Buyer indemnified against all losses, costs, claims, expenses and liabilities of any nature sustained or incurred by the Buyer arising out of or in connection with the Supplier's performance of the Deliverables or failure to perform an Deliverables or part thereof under the Contract or any other act or omission of the Supplier in connection therewith.

5.5 The Supplier undertakes and agrees to take out at its own expense and to maintain in full force and effect adequate insurance cover with a reputable insurer to cover the Supplier's liability under the Contract in accordance with Clause 13 of the G-Cloud 12 Framework Agreement “Core Terms”, and agrees to produce at the Buyer’s request a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Buyer.

5.6 The Supplier and the Associate(s) shall comply with all terms and conditions of the insurance policies (as applicable) at all times.

5.7 The parties agree that neither the Supplier nor the Buyer shall be liable to the other for any delay, non or partial performance of a Contract, loss, damage, costs or expenses to the extent that the same arises as a result of any failure or delay by the Buyer in supplying information or access to equipment, personnel or premises necessary for the performance of the Deliverables or of the supply by the Buyer of incomplete, inaccurate or misleading information.

6 INTELLECTUAL PROPERTY

6.1 All Materials (including all copies and summaries thereof) together with the intellectual property rights therein shall belong to the Buyer unless otherwise agreed in writing, signed and dated by both parties.

6.2 The Supplier will, and will procure that the Associates will, execute and do all acts, matters, documents and things reasonably necessary to enable the Buyer (or its nominee) to apply for and obtain protection for such intellectual property rights in any or all countries and to vest title thereto in the Buyer or its nominee absolutely.

7 NON SOLICITATION

7.1 The Supplier shall not at any time during the Consulting Period and for one (1) year thereafter, directly or indirectly, either as a company, or an individual on his/her own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), other than on behalf of Dwilde Consulting, solicit and/or attempt to solicit, accept, or assist any other person to solicit and/or attempt to solicit or accept any business or work similar to the Services provided hereunder from any current or prospective customer of the Buyer without the prior written consent of the Buyer.

7.2 The Buyer shall not at any time during the Consulting Period and for one (1) year thereafter, induce or attempt to induce any employee of Dwilde Consulting to terminate their employment with, or otherwise cease their relationship with Dwilde Consulting. The Buyer also agrees not to directly or

indirectly recruit, solicit or hire any Associate of Dwilde Consulting without the prior written consent of Dwilde Consulting.

8 TERMINATION

8.1 Either the Buyer or the Supplier may terminate this Contract by giving to the other the notice in writing specified in the relevant Order Form.

8.2 Notwithstanding the provisions of clause 7.1, the Buyer may terminate this Contract immediately by giving written notice to the Supplier if:

8.2.0 the Supplier is unable to or does not provide an acceptable substitute Associate in accordance with clause 3.5; or

8.2.1 the Supplier is in breach of the Contract and, where such breach is capable of remedy, has failed to remedy such breach within 14 days of receiving a request from the Buyer to do so;

8.2.2 the Supplier does not provide the Buyer with required professional documentation as detailed in the [Supplier Welcome Pack] by the start date of the Contract (or within two weeks of start date for Insurance, bank details and VAT registration if awaiting receipt thereof);

8.2.3 the Buyer terminates its contract with its customer for the services of the Supplier during the first month of the Contract as a result of the Supplier's poor, unprofessional or non-performance of the Deliverables or as a result of the Supplier's or the Supplier's material breach of the Contract at any time;

8.2.4 an order is made or a resolution is passed for the winding up of the Supplier or the Buyer or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier or the Buyer or such an administrator is appointed or documents are filed with the Court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Supplier or its directors or the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Supplier's or the Buyer's assets or undertakings or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding up or bankruptcy order or the Supplier or the Buyer takes or suffers any similar or analogous action in consequence of debt.

8.2.5 the Supplier is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

8.2.6 the Supplier is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

8.2.7 the Supplier or the Associate is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Buyer brings or is likely to bring the Buyer into disrepute or is materially adverse to the interests of the Buyer.

8.3 The Supplier may terminate a Contract immediately by giving written notice to the Buyer if:

8.3.0 the Buyer is in breach of the Contract and, where such breach is capable of remedy, has failed to remedy such breach within 14 days of receiving a request from the Supplier to do so;

8.3.1 an order is made or a resolution is passed for the winding up of the Buyer or an order is made for the appointment of an administrator to manage the affairs, business and property of the Buyer or such an administrator is appointed or documents are filed with the Court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Buyer's assets of undertakings or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding up or bankruptcy order or the Buyer takes or suffers any similar or analogous action in consequence of debt.

8.4 Upon termination or completion of a Contract, the Supplier shall forthwith deliver up to the Buyer all Materials and return to the Buyer all property in its possession or control or in the possession or control of the Associate, which belongs to the Buyer.

8.5 Termination of this Contract for whatever reason shall not affect or prejudice any of the rights accrued to either party under the Contract up to the date of such termination.

9 ENTIRE AGREEMENT

9.3 The Contract constitutes the entire understanding of the parties in relation to its subject matter and supersedes all prior agreements, negotiations, and arrangements between the parties relating thereto. Each party acknowledges that in entering into this Contract, it does not do so on the basis of, and does not rely on any representation, warranty or other provision not expressly contained in the Contract and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

10 DELIVERABLES

10.1 Neither party may assign any of its rights and obligations under the Contract without the prior written consent of the other party.

11 WAIVER

11.1 Failure by either party at any time to enforce any of the provisions of the Contract shall not affect the right of such party to require full performance of that provision at any time in the future and the waiver by either party of any breach of a provision of the Contract shall not be taken or held to be a waiver of any subsequent breach thereof.

12 THIRD PARTY RIGHTS

12.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 CONFIDENTIALITY

13.1 All information relating to the Buyer which shall come into the hands of the Supplier throughout the duration of the Contract, including but not limited to the details of the Contract itself, shall be deemed confidential (“the Confidential Information”). The Supplier agrees and undertakes and

shall procure that its Associates agree and undertake not, without the prior written consent of the owner of the Confidential Information, to use or disclose any such Confidential Information save as necessary for the performance of the Deliverables unless such Confidential Information becomes public knowledge otherwise than as a result of a breach of this clause; is rightfully in the possession of the Supplier or the Associate and was rightfully in their possession prior to the negotiations leading to the Contract; is received by the Supplier or the Associate from a third party without obligations of confidentiality or where such use or disclosure is required by law.

13.2 The Supplier agrees to enter into and will procure that the Associates enter into any non- disclosure or confidentiality agreement that the Buyer shall require.

13.3 The foregoing obligations of confidentiality shall survive termination of the Contract.

13.3.1 All documents, manuals, hardware and software provided for the Supplier's or the Associates' use by the Buyer, and any data or documents (including copies) produced, maintained or stored on the Buyer's computer systems or other electronic equipment (including mobile phones if provided by the Buyer), remain the property of the Buyer.

14 NOTICES

14.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the party upon whom the notice is to be served as set out in these Terms or as subsequently notified by that party to the other. Any such notice may be delivered personally or by first class prepaid post or email transmission and shall be deemed to have been served if by hand when delivered, if by first class post, 48 hours after posting and if by email transmission when the sender's machine confirms successful transmission (for example, a read receipt is received).

14 ILLEGALITY

14.1 If any provision or term of the Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties, such term or provision shall be divisible from the Contract and the remainder of the terms and provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of the Contract, the parties shall negotiate in good faith to amend or modify the provisions and terms of the Contract as necessary or desirable in the circumstances.

15 FORCE MAJEURE

15.1 Neither party shall be liable to the other in respect of any period during which the Supplier is unable to perform a Deliverable due to circumstances beyond its reasonable control and the performance of the relevant Deliverable(s) shall be suspended during such period. In the event that the Supplier is unable to resume performance of the Deliverables within 2 weeks of the commencement of such suspension, the Buyer shall be entitled to terminate the relevant Contract on giving to the Supplier one (1) week's prior written notice.

16 GOVERNING LAW AND JURISDICTION

16.1 These Terms and all Contracts are governed by and shall be construed in accordance with the law of England & Wales and the parties submit to the exclusive jurisdiction of the Courts of England & Wales.

17 Execution

Signed on behalf of the Buyer	**Signed o behalf of the Supplier**
[NAME]	**[NAME]**
[JOB TITLE]	**[JOB TITLE]**
[BUYER COMPANY NAME]	**Dwilde Consulting Limited**
Date:	**Date:**