Moortec Solutions Limited

STANDARD TERMS AND CONDITIONS

1. Definitions

1.1 Moortec: Moortec Solutions Limited
of Moortec House, Withens Clough, Rudd Lane, Halifax, Yorkshire HX7 5UB

1.2 Client: Government Procurement Service (GPS) “the Client”

1.3 "The Assignment" means the Assignment referred to in the Terms of Engagement.

1.4 "The Terms of Engagement" means the written terms of agreement between the Client and Moortec which incorporate these terms.

1.5 “Commencement Date” means the date specified in writing by the Company or the first date upon which the Company provides Services to the Customer if earlier.

2. Moortec Terms

2.1 These terms are referred to as the Moortec terms and shall apply to the provision of services and goods under contracts into which they are expressly incorporated.

2.2 Once incorporated, these terms shall apply to the exclusion of all other terms and conditions. The Moortec terms shall continue to apply to all services provided by Moortec to the Client under any contract hereafter until expressly excluded or modified in writing and agreed by both parties.

2.3 Moortec shall provide the Services to the Customer during the term of the Agreement which shall be the period from the Commencement Date until the Agreement is terminated under clause 10.

3. Assignment

3.1 Moortec agrees to carry out the Assignment in accordance with the Terms of Engagement.

3.2 The Client agrees to cooperate with Moortec in the performance of Moortec's services and to give such support, facilities and information as may be reasonably required.

4. Charges and Payments

4.1 Charges are calculated on the time spent in connection with the service according to the daily rates agreed in writing between the parties.

4.2 The Client will be re-charged for reasonable expenses incurred in relation to the provision of goods or services to or for the benefit of the Client. All such expenses shall be agreed in writing between the parties prior to being incurred.

4.3 Moortec will render invoices in respect of charges and expenses monthly in arrears that will be due for payment within thirty (30) days of receipt.

4.4 All sums due from the Client which are not paid on the due date (without prejudice to the rights of Moortec under these terms) shall bear interest from day to day at the same annual rate as is prescribed from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 The daily rate agreed between the parties for each Assignment shall be fixed for the duration of that Assignment.

5. Confidentiality

5.1 Moortec undertakes for a period of five (5) years from the termination or expiry of each Assignment not to divulge to any person any confidential information relating to, but not limited to, the business or affairs of the Client which was disclosed to Moortec during that Assignment.

6. Delegation

6.1 Moortec shall have discretion as to which of its employees are assigned to perform its services but shall agree with the Client any significant changes in advance.

7. Intellectual Property

7.1 Moortec undertakes not to cause or permit anything that may damage or endanger the intellectual property of the Client or the Client's title to it or assist or allow others to do so.

8. Liability and Insurance

8.1 Moortec shall not be liable to the Client for loss or damage to the Client's property unless due to the negligence or other failure of Moortec to perform its obligations under this agreement or the general law.

8.2 Neither party shall be liable for any indirect, special or consequential loss arising out of or in connection with this agreement (except in respect of death or personal injury) and the total liability of Moortec for any other loss of the Client arising pursuant to this agreement in respect of any one event or series of connected events shall not exceed any specific indemnity cover arranged pursuant to the Terms of Engagement.

9. Termination

9.1 The following obligations are conditions of this agreement and any breach of them shall entitle the party not in breach to terminate this agreement by immediate written notice and the rights and liabilities of the parties shall then be determined in accordance with clause 10:

9.2 Persistent failure on the part of the Client to make punctual payment of all sums due to Moortec under the terms of this agreement.

9.3 Failure on the part of Moortec to remedy any breach of its obligations hereunder within a reasonable time following written notice from the Client which: refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the Client's opinion of a reasonable time for remedy.

9.4 If either party becomes insolvent or is unable to pay its debts or commits an act of bankruptcy or goes or is put into liquidation (except solely for the amalgamation or reconstruction) or if an administrator or administrative or other receiver is appointed over any party’s business or assets, or enters into any composition or other arrangement with its creditors generally.
9.5 Any serious or persistent breach by either party of its obligations hereunder.

10. Termination and Consequences

10.1 The termination of this agreement shall be without prejudice to any rights of either the Client or Moortec that shall have accrued before the date of such termination.

11. Cancellation

11.1 The Client may cancel the service at any time prior to the end of Moortec’s engagement by giving not less than four (4) weeks written notice.

12. Offers of Employment

12.1 For the duration of the Assignment and for a period of twelve (12) months after, persons in the employment of either party who have worked on the Assignment shall not be employed or engaged on any other basis by the other party unless the prior consent of that party has been obtained in writing.

12.2 In the event that a party is found to be in breach of clause 12.1, it shall pay by way of liquidated damages:

(a) if the Client is in breach it shall pay to Moortec, an amount equal to three (3) months' fees which is calculated by multiplying the agreed daily rate by the number of working days in the first three (3) months of a year (excluding annual leave, bank and public holidays)

(b) if Moortec is in breach it shall pay to the Client, an amount equal to one quarter of the final gross annual salary of the person so employed or engaged.

13. Moortec's Outputs, Materials and Information

13.1 Except as described in clause 13.2, all intellectual property rights including copyright which are capable of existing in any documents, computer software or information or other materials created in the course of this agreement by Moortec shall vest in and belong to the Client on payment in full to Moortec for the Assignment.

13.2 If any output includes existing intellectual property rights, that was not produced for the purposes of the Assignment, then (notwithstanding Clause 13.1) the intellectual property rights shall not vest in the Client on payment, but Moortec hereby grants or undertakes to procure the grant to the Client of a perpetual, irrevocable, transferable and royalty-free licence to reproduce and to use the output and every part of it for the purposes agreed in the Terms of Engagement.

13.3 For avoidance of doubt Moortec retains the right to re-use and exploit commercially any underlying know-how, concepts or experience acquired or developed by it as a result of this Agreement or in fulfilling any Assignment, provided always that any such re-use or commercial exploitation does not cause Moortec to breach its confidentiality obligations under clause 5 of this agreement.

13.4 The Client and Moortec undertake with each other not during the course of this agreement to infringe the intellectual property rights of any third party.

14. Moortec's References to Client
14.1 Subject to clause 5 (Confidentiality) Moortec shall subject to the Client's written consent be entitled to refer to its provision of services to the Client for any purpose in connection with Moortec's business.

15. Force Majeure

15.1 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties.

16. Nature of Relationship

16.1 All individuals assigned to the work by Moortec remain employees of Moortec. Moortec is responsible for administering and paying all taxes associated with their employment, in particular all employers' and employees' Income Tax and National Insurance. The Transfer of Undertakings (Protection of Employment) Regulations do not apply.

17. Miscellaneous

17.1 Warranty
Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

17.2 Notices
Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement or such other address substituted in writing or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answer back).

17.3 Headings
Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

17.4 Law
English law in every particular including formation and interpretation shall govern this agreement. Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England or Wales.

17.5 Waiver
Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this agreement.

17.6 Assignment or sub-contracting

Moortec shall subject to the written consent of the Client be entitled to sub-contract any of its rights or duties under this agreement.

17.7 Set-off
The Client shall not be entitled to withhold payment of any sum otherwise payable to Moortec by reason of any claim, set-off or for damages in relation to the work undertaken.

Accepted and agreed by:

Moortec Solutions Limited	**Client**
Name: Peter Burke	Name:
Position: Director	Position:
Date:	Date: