



G-Cloud 8: Lot 4: Specialist Cloud Services
Helpful Technology Ltd

Contract for the provision of G-Cloud services (incl WordPress)

This agreement dated _____ is made by and between:

- (1) Helpful Technology Ltd, a company limited by shares, incorporated in England and Wales under company registration number 7165965 whose registered office is at 39 Durban Road, Beckenham, Kent BR3 4EY ("Helpful Technology"); and
- (2) CLIENT based at _____ ("CLIENT").

Agreement

The parties agree as follows:

1 Definitions

- 1.1 In this agreement the following definitions apply:

"launch" refers to the launch of the *website* – that is the day on which the *website* will be made available to the public on the internet

"proposal" means the project proposal sent by Helpful Technology to CLIENT

"the parties" means Helpful Technology and CLIENT

"website" refers to the website to be built by Helpful Technology under this agreement

- 1.2 Where one of the terms defined in the list above is used it will be written in italics for clarity.
- 1.3 The terms "writing", "written" etc include any document in electronically readable form, and in particular, electronic mail, but do not include ephemeral systems of communication such as twitter or text messaging.
- 1.4 References to a schedule are to the schedule attached to this agreement.

2 Agreement

- 2.1 Helpful Technology will carry out the work described in the *proposal* and invoice CLIENT in accordance with the payment terms set out in the *proposal*.
- 2.2 Where the *proposal* contains an express term (for example as to payment) which conflicts with any term of this agreement, the term in the *proposal* will take precedence.



3 Payment

3.1 Where a day rate or a time-and-materials basis is indicated in the *proposal* Helpful Technology will:

- (a) keep a timesheet of time spent working on the proposal, which will be submitted with each invoice;
- (b) invoice for each calendar month in arrears.

Helpful Technology will adjust the timesheet if it CLIENT raises any reasonable objection to any entry on the timesheet. If no objection is raised within 28 days of submission of a timesheet, CLIENT will be deemed to have accepted it.

3.2 Where a fixed fee is quoted, Helpful Technology will invoice either:

- (a) at *launch* (if no other date is specified in the *proposal*); or
- (b) at times or stages identified in the *proposal*.

3.3 Unless otherwise specified, VAT is payable on, and in addition to, any fees quoted in the *proposal*.

3.4 CLIENT will pay the fees within 30 days of receiving Helpful Technology's invoice. Payment should be made either by bank transfer to Helpful Technology's bank, the details of which are specified in the relevant invoice, or by cheque made payable to Helpful Technology Ltd.

4 CLIENT's obligations

4.1 The *proposal* may specify deliverables required of CLIENT that are necessary for the construction of the website, including (but not limited to):

- (a) identity and branding guidelines or materials;
- (b) content (if CLIENT is to supply or edit);
- (c) necessary changes to the DNS, if CLIENT is responsible for the DNS registration of the *website*;
- (d) comment and signoff on designs, wireframes, prototypes or the pre-live site.

4.2 If CLIENT fails to delivery in the time specified in the *proposal* or otherwise promptly, milestones may be missed and the launch delayed. **Helpful Technology will not be liable for any delay caused by any failure of CLIENT to meet its deliverables obligations as specified in the *proposal*.**

5 Acceptance

5.1 Where Helpful Technology submits work to CLIENT for approval or where Helpful Technology makes the *website* available in its final version before *launch* to CLIENT, if CLIENT does not raise any objections to the work and/or the *website* within 14 days of submission:



- (a) CLIENT will be deemed to have accepted the work; and
 - (b) (where a final version of the *website* was submitted) the *launch* will be deemed to have taken place for the purposes of this agreement, even if CLIENT chooses not to make the *website* available to the public thereafter.
- 5.2 Helpful Technology will use industry standard issue tracking software. Helpful Technology will make all reasonable efforts to fix bugs posted prior to *launch*, provided they fall within the scope of the *proposal*.
- 6 Confidentiality**
 - 6.1 Under this heading “confidential information” means any information disclosed by one of the parties to the other, which:
 - (a) is marked or otherwise identified as being confidential; or
 - (b) ought reasonably to have been understood as being confidential in particular because of the circumstances of its disclosure and the nature of the information disclosed.
 - 6.2 The parties agree to keep in confidence all confidential information. The parties will take all reasonable steps to ensure that:
 - (a) all confidential information is used only for the proper performance of this agreement;
 - (b) confidential information is only disclosed to another person where it is reasonable to do so in the circumstances;
 - (c) where confidential information is disclosed to another person, that person is bound, whether by written agreement, or their professional rules, or otherwise, by an obligation of confidentiality at least as stringent as that imposed by this agreement on the parties;
 - 6.3 A party is not bound by any obligation of confidentiality concerning information to the extent that it:
 - (a) was already known to the party before the parties began to negotiate this agreement; or
 - (b) has become public knowledge, except where that was caused by a breach of this agreement; or
 - (c) was received from another person who was not bound to keep it confidential;
 - (d) the obligation conflicts with the order of a court, or a rule of law.
- 7 Intellectual Property**
 - 7.1 Unless otherwise specified in the *proposal*, nothing in this agreement is intended to transfer any intellectual property right from one party to the other.



Helpful Technology

- 7.2 Helpful Technology hereby grants a perpetual, irrevocable, world-wide licence to use any of Helpful Technology's intellectual property that is contained in the *website*.
- 7.3 Helpful Technology uses industry-standard open source products as building blocks for the website. These are subject to one or more open source licences. The product and its licence are listed in schedule 1. It is the responsibility of CLIENT to ensure that it complies with all licences listed in schedule 1.
- 7.4 Each party gives the other, for the duration of this agreement only, any permission to use it's intellectual property rights that is necessary for the performance of this agreement.

8 Indemnity

- 8.1 Where any material is used by Helpful Technology to deliver the *website* at the request of, or by specific agreement with, CLIENT, then CLIENT indemnifies Helpful Technology and any of its officers, servants or agents (the "*indemnitees*"), against all third-party claims which may be asserted against or suffered by any of the *indemnitees* relating to the use of that material in the delivery of the *website*.
- 8.2 CLIENT will not bring a claim against Helpful Technology in respect of any claim brought against it that, if brought against Helpful Technology, would have been covered by the indemnity in the previous clause.
- 8.3 For the purposes of the previous two clauses "claims" includes all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection with any claim.
- 8.4 CLIENT offers the indemnity described above because it accepts that, in agreeing that any material should be included in the *website*, it has taken on itself any risk associated with that material including (but not in any way limited to) that the material may infringe on the rights of a third party.

9 Limitation of liability

- 9.1 Subject to the remainder of this clause and to the extent allowed by law, neither party will be liable for:
- (a) any indirect or consequential loss; or
 - (b) any economic loss, such as loss of profits;
- caused to the other party even if any excluded loss was caused by the offending party's negligence.
- 9.2 Nothing in this clause excludes or limits liability for:
- (a) the negligent causation of personal injury or death.
 - (b) fraud.



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- 9.3 In any event, the liability of Helpful Technology under this agreement shall be limited to *the price*.

10 Choice of law and jurisdiction

- 10.1 This agreement is to be construed in accordance with the law of England and Wales.
- 10.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any matter arising out of this agreement.

11 Events beyond the parties' control

- 11.1 Neither *party* shall be responsible for any failure or delay in performing their obligations under this agreement that is caused by circumstances beyond their reasonable control.
- 11.2 If, for reasons beyond Helpful Technology's reasonable control, the performance of this agreement becomes impossible, Helpful Technology may terminate the agreement by giving notice to CLIENT as soon as reasonably practical after Helpful Technology became aware that it would not be able to perform.
- 11.3 If this agreement is terminated for the reason just given, Helpful Technology's obligation to perform the *service* and CLIENT's obligation to pay any fees in respect of any unperformed part of the *service*, shall cease.

12 Miscellaneous

- 12.1 No term of this agreement is intended to be enforceable by anyone other than one of the *parties*. In consequence, the Contract (Rights of Third Parties) Act 1999 shall not apply.
- 12.2 This agreement may not be amended except by a further agreement in writing between the parties.
- 12.3 If a court, or other competent authority, finds that any term of this agreement is illegal or otherwise unenforceable, that term is to be treated as if it had been severed from this agreement. Its severance will be treated (as far as possible) as having no effect on the remainder of this agreement.
- 12.4 The parties are not in, and do not intend to form a, partnership. Nothing in this agreement should be construed to the contrary.
- 12.5 Nothing in this agreement is intended to create the relationship of "agent" and "principal" between CLIENT and Helpful Technology and CLIENT shall have no power to make representations or enter into agreements on behalf of Helpful Technology.



Signatures

The parties agree to the terms of this agreement through their authorized signatories.

Signatures of the Parties

For, and on behalf of Helpful Technology

For, and on behalf of CLIENT

signature

signature

print name

print name

job title

job title

date

date



Schedule 1

WordPress (also known previously as b2) - Web publishing software

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