

# Daley Hub

## **Terms and Conditions for the Provision of Services**

Daley Hub ("hereinafter referred to as "we" or "us") have agreed to provide consultancy services ("the Services") to you in accordance with these terms and conditions ("the Conditions").

### **1. Consultancy Services**

- 1.1. We will provide you with a full and detailed statement of work describing the Services to be provided to you and the fees payable ("the Proposal").
- 1.2. We may from time to time agree with you any changes to the scope of the Services to be provided and such changes to the Services provided and fees payable shall be reflected in an amendment to the Proposal.
- 1.3. Where possible we will endeavor to provide you with the consultants you have requested, but reserve the right to substitute other consultants of similar skill and expertise if necessary. A substitute consultant will only be provided with your prior consent (such consent not to be unreasonably withheld or delayed) unless such circumstances arise as a result of emergency or illness in which case we shall as soon as practicable advise you accordingly.

### **2. Information and Resources**

- 2.1. The ownership of any copyright or other rights in:-
  - 2.1.1. any documents, data, information, materials and other information supplied by you to us will belong to you; and
  - 2.1.2. any documents, data, information, materials and other information supplied by us will, unless otherwise agreed by us, belong to us.
- 2.2. You agree to promptly supply us, at your expense, with all necessary data, resources, access to databases, materials and other information which we reasonably require to enable us to provide you with the Services as set out in the Proposal.

### **3. Fees**

- 3.1. Fees for the Services are agreed on an individual basis dependent on the nature of the work to be undertaken. Fees can either be a daily rate with an estimate of the number of days required or a fixed rate for the project and shall be agreed with you in advance and set out in the Proposal.
- 3.2. You agree to pay us our fees as specified in the Proposal, together with all out of pocket expenses (including any travel and accommodation) incurred by us while engaged to provide you with the Services. Any exceptional costs will be agreed with you in advance.
- 3.3. All fees and expenses shall be subject to VAT (if applicable) at the current standard rate. All fees set out in the Proposal are exclusive of expenses and VAT.

#### **4. Travelling time**

- 4.1. All fees quoted shall be inclusive of travel time. Where additional, unplanned journeys in excess of two hours in each direction are involved, there may be an additional charge, but this will be discussed and agreed with you in advance.
- 4.2. Reasonable travel, subsistence, communication and any other out of pocket expenses will be charged as incurred. Mileage will be charged at 45p per mile. Train will be charged at First Class rates for journeys over 3 hours. Air travel will be charged at Economy rates for UK/RoI travel and Business Class for international travel. For air travel, mileage or other travel costs will be charged to and from the airport, both in the UK, and at the destination.

#### **5. Payment**

- 5.1. Unless specified in the Proposal, invoices will be issued monthly in arrears or as soon as the work is complete, whichever is the sooner.
- 5.2. Our fees shall be due and payable within 10 days of the invoice date (unless agreed on individual basis. In the event of any non-payment we reserve the right to immediately suspend or cancel any part of the Services we are providing. As current legislation (The Late Payment of Commercial Debt Interest Act, 1998) sets out, we reserve the right to charge interest on invoices not paid within our standard terms at the current rate of 3% above the Bank of England base rate as amended from time to time.

#### **6. Termination, Cancellation and Postponement**

- 6.1. Either of us may terminate this agreement immediately by giving written notice to the other if the other commits any breach of these Conditions (and if the breach is capable of remedy, is not remedied within seven (7) days after being required by written notice to do so) or if the other goes into liquidation or becomes bankrupt or insolvent.
- 6.2. Subject to Condition 6.1 above, you may terminate or postpone any ongoing projects or projects which have been agreed but have not yet commenced by giving to us no less than thirty (30) days' notice in writing. For projects that are cancelled or postponed with immediate effect, if the project has less than 30 days to run, the full fees as set out in the Proposal will be payable. If the project has more than 30 days to run, fees in respect of work due over the next 30 days will be payable and any prior agreed notice period. In all cases we will agree with you what work on the project can be completed during this 30-day period.
- 6.3. In addition, all out of pocket expenses incurred by us up to the date of cancellation or in the event that a project having more than 30 days to run, as referred to in clause 6.2, all out of pocket expenses up to the end of this 30-day period, will be payable by you.
- 6.4. The fees set out in Condition 6.2 will also apply if projects are postponed. However, we may agree to reduce these if the Services are rescheduled to start within three months of the original agreed commencement date.

## **7. Confidentiality**

- 7.1. We agree that our consultants will not disclose any technical or commercial information, invention, or confidential matter in the nature of a trade secret with which they may become familiar during the course of providing the Services to you unless such information is already in the public domain and freely available or as required by law.
- 7.2. Both you and we agree to keep confidential all information supplied by or relating to the other party which might reasonably be considered to be confidential.
- 7.3. You warrant that any documents, data, materials or information you supply or provide to us will not infringe the copyright or any other rights of any third party.

## **8. Contracting with Daley Hub**

If you wish to retain the services of any of our consultants originally introduced to you by us then all future work with such consultant must be contracted through us for a period of 12 months after completion of the project with us.

## **9. Limitation of Liability**

Except in respect of death or personal injury, we shall not be liable to you for any loss of profit or any indirect, special or consequential loss however claimed (whether caused by our negligence or that of our employees, agents or otherwise) which arise out of or in connection with the Services provided to you. Our entire liability shall not exceed the amount of our fees charged for the provision of the Services.

## **10. Indemnity**

You agree to indemnify us and keep us indemnified from and against any and all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest penalties and legal and other professional costs and expenses) arising out of or in connection with your negligence, default or breach of these Conditions.

## **11. Force Majeure**

We shall not be liable for non-performance or delays caused beyond our reasonable control including but not limited to any Act of God or Act of Government of State, war, civil, commotion, embargo, failure of any computer system, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour dispute of whatever nature or reason.

## **12. General**

- 12.1. These Conditions together with the Proposal constitute the entire agreement between us. All other express or implied terms are excluded to the fullest extent permitted by law. Any changes or additions to these terms must be agreed by us in writing.
- 12.2. Any notice required to be served in accordance with these Conditions shall be deemed to have been duly given if in writing and delivered personally or sent by first class post or registered post to the other party's address as notified from time to time.
- 12.3. No failure or delay by either of us in exercising any of our rights under these Conditions will be deemed to be a waiver of that right, and no waiver by either of us of any breach of these Conditions by the other will be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.4. The expiry or termination (for whatever reason) of the arrangements between us will not affect any obligation or other provision that, expressly or by implication, remains to be observed or performed after such expiry or termination.
- 12.5. Nothing in these Conditions is intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.6. These Conditions and the Proposal are governed by and shall be construed in accordance with English law and you and we hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.