

Terms and Conditions for the Provision of Services

The Contract Specialist, The HR Specialist and The GDPR Specialist are trading names of The Contract Specialist Limited, a company registered in England and Wales under company number 08394483, whose registered office is located at 63 Bartholomew Street, Newbury, Berks, RG14 7BE (“TCS”). Unless an alternative set of terms and conditions is explicitly agreed and signed between TCS and you, the customer (“you”, “your” or “the Customer”), the following terms apply to the provision of the services by TCS to you (“Terms”).

1. AGREEMENT

1.1 These terms govern the provision of services provided by TCS in the normal course of its business (“Services”) to the exclusion of any other terms and conditions, including those incorporated into any purchase order you may provide. These Terms may only be overridden, superseded or amended by terms which are specifically agreed and signed between you and TCS.

1.2 Unless otherwise agreed in writing between you and TCS, TCS will provide the Services subject to payment by you of TCS’s then-standard hourly rates for all Services performed. Unless agreed otherwise in accordance with Clause 2.2, you acknowledge and agree that the Services will be carried out remotely from TCS’s offices using video and/or telephone conferencing as appropriate.

2. FEES AND PAYMENT

2.1 TCS will invoice you for all Services performed at the end of each calendar month. All invoices are payable by you within fifteen (15) days from the date of the invoice. Payment of all invoices must be made by BACS or bank transfer to the bank account details as detailed on the applicable invoice.

2.2 In exceptional circumstances TCS may, at its sole discretion, agree that the Services may be performed at a venue requested by you, in which event you agree to pay for all travel time at TCS’s standard hourly rates, and TCS’s reasonable travel and subsistence expenses. All mileage will be paid by you at the then-current approved HMRC mileage rates.

3. OBLIGATIONS

3.1 TCS agrees: (a) to carry out all Services in a professional and diligent manner with reasonable skill and care; and (b) not to sub-contract any of the Services to any third party without your prior written consent.

3.2 You agree: (a) to provide TCS with all information required to carry out the Services in a timely fashion so that TCS may carry out the Services as agreed; and (b) to pay the fees detailed in Clause 2.

4. WARRANTIES AND INDEMNIFICATION

4.1 TCS warrants and represents to you that it is an independent contractor. Nothing in these Terms shall render TCS or its employees as your employee, agent or partner, and TCS will not hold itself out as such, unless otherwise agreed between you and TCS.

4.2 Each party warrants and represents to each other that it has the full authority, power and capacity to enter into these Terms

4.3 Except as detailed in this Clause 4, TCS disclaims all other warranties, express or implied, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing.

5. LIABILITY

5.1 Neither party shall have any liability to the other in contract, tort (including negligence) or howsoever arising for any (a) loss of goodwill, profits, revenue, business, contracts, data or anticipated savings; or (b) special, indirect or consequential loss or damage (not falling within Clause 5.1(a)); whether or not the possibility of such was disclosed to the other party or could have been reasonably foreseen by such other party.

5.2 Except in relation to death, personal injury and any other liability which may not be limited by law, in no event shall either party’s liability for damages of any kind, including direct damages, exceed the lesser of (a) the amounts paid for the Services in issue; or (b) the amounts paid for the Services in issue during the current calendar year. No cause of action alleging a defect in the Services provided by TCS to the Company may be brought more than one (1) year following the provision of such Services to the Company. Neither party shall be under any liability to the other for any loss, damage, injury or delay wholly or partly caused,

whether directly or indirectly, by circumstances beyond its reasonable control.

5.3 TCS shall not be required to carry out its obligations if at any time it is prevented or delayed from doing so by your breach of these Terms, or by the acts or omissions of you or your employees, agents or subcontractors. You agree to reimburse TCS for any additional costs it incurs due to such breach, acts or omissions.

5.4 TCS alone (and not its employees and consultants as individuals) is responsible for the performance of the Terms and provision of Services. You agree that you will not bring any claim for loss or damage (whether in contract, tort (including negligence) or for any other civil or other liability) in connection with any Services or these Terms against any employee or consultant of TCS.

6. GENERAL

6.1 Whilst all contracts, documents, information and materials provided by TCS as part of the Services (“Materials”) have been drafted by experienced commercial contracts, HR and data protection advisors, you acknowledge that TCS is not a legal practitioner, solicitor or barrister’s practice and it does not hold itself out as such. TCS does not provide legal advice or legal services.

6.2 You shall only use the Materials for the purposes of conducting your own business, and you shall not provide, sell or reproduce the Materials for use by any third party, whether or not for profit. TCS expressly reserves all intellectual property rights and copyright in such Materials, with no restriction as to TCS’s use of such Materials.

6.3 Both parties acknowledge that during the course of their dealings with each other they may be provided with information relating to the other party which is obviously sensitive or confidential in nature. Such sensitive or confidential information may include product specifications, inventions, operations, methodologies, systems, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities, intellectual property rights, business or financial affairs and customer information. Each party agrees to keep this information confidential using no less protection and care than it customarily uses in preserving and safeguarding its own confidential information (which shall be no less than a reasonable standard of care), and to use such confidential information only for the purposes of these Terms. Except where such confidential information is required to be disclosed by law or by government authority, neither Party shall disclose such information to any third party without the written consent of the disclosing Party. Such confidentiality obligation upon both Parties shall survive termination or expiry of these Terms.

6.4 Both parties agree that any personal data which may be required for the performance of the Services shall be provided by you as anonymised data. You agree only to provide non-anonymised personal data where it is absolutely necessary for the performance of the Services, and only then subject strictly to the prior agreement between the parties of an appropriate contract for the protection and processing of such personal data. Subject to the foregoing TCS handles all personal data in accordance with its Privacy Policy, details of which are available at www.thecontractspecialist.co.

6.5 Where requested, you agree to act as a reference site for TCS and to provide a testimonial for use in TCS’s business literature and website. The testimonial may include the use of your company logo and link to your company website, providing that TCS obtains your prior approval, which you agree not to unreasonably withhold or delay.

6.6 Neither party may assign or delegate any of its responsibilities or obligations in these Terms to any other person or entity without the other party’s prior written consent.

6.7 Should any provision of these Terms, or any part of them, become invalid or unenforceable, that provision will be deemed to be deleted from the remainder of these Terms, and the remaining provisions will remain fully valid and enforceable.

6.8 If either party fails to enforce any provision of these Terms it will not affect its right to subsequently require complete performance of the other obligations in these Terms. A waiver of any breach of a provision of these Terms will not be taken or held to be a waiver of any subsequent breach of any provision.

6.9 These terms are governed by the law of England and are subject to the exclusive jurisdiction of the English courts.