

STANDARD TERMS AND CONDITIONS

THIS AGREEMENT is made on acceptance of the quote.

AND IS MADE BETWEEN:

The Name and registered address of the company as identified within the quote ('the Company'); and

IVDEOLOGY LTD OF 22-23 The Joiners Shop, Historic Dockyard, Chatham, Kent, ME4 4TZ or
IVDEOLOGY UKRP LTD OF 22-23 The Joiners Shop, Historic Dockyard, Chatham, Kent, ME4 4TZ ('the Contractor')

1. **Definitions**

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

Commencement Date	As defined by the Statement of Work
Services	The services to be performed by the Contractor in the course of his or her appointment hereunder as set out in the Statement of Work, such services to be provided using reasonable skill and care
Termination Date	The date on which the Contractor's appointment hereunder is terminated
Data Protection Legislation	Means the Data Protection Act 2018 which incorporates the GDPR

2. **Appointment**

With effect from the Commencement Date, the Contractor is (subject to Clause 9) appointed as a Contractor to the Company to carry out the project unless this Agreement is terminated by either party serving not less than one months notice in writing on the other.

3. **Services**

The Contractor agrees:

- 3.1 To undertake and provide the Services in accordance with any brief and deadline agreed with the Company and detailed within the Statement of Work
- 3.2 To manage and carry out the Services in an expert and diligent manner and to provide his/her services to the best of his/her technical and creative skill and to be responsible for how the services are provided;
- 3.3 To the best of his/her ability, promptly and faithfully to meet the deliverables and deadlines agreed with the Company;

- 3.4 the Contractor is free to undertake and accept other engagements, except those which lead or might lead to any conflict of interest between the Contractor and the Company during his or her appointment;
- 3.5 To use such suitably qualified and experienced personnel as he or she may from time to time deem appropriate;
- 3.6 The contractor has the right to supply a substitute of equivalent knowledge and expertise and acknowledges that the Company has the right to refuse the replacement if, in the reasonable view of the Company, the replacement is not sufficiently qualified to undertake the work. Where substitution occurs, the Company will remain responsible for its obligations under the agreement and will be responsible for the payment of the replacement, so that there will be no further payments outside of the agreed terms to pay for any handover period between the original consultant and the replacement.
- 3.7 To keep the Company informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time when so requested by the Company. While the Contractor's method of working is entirely their own and they are not subject to the control of the Company, they shall nevertheless comply with this and any other reasonable requests of the Company (or its clients) which do not impact upon the Contractor's method of working.

4. Fee

- 4.1 Fees for the Services will be as described in the quote.
- 4.2 Where necessary, VAT will be added at the appropriate rate.

5. Invoices and Payment

Unless specifically agreed otherwise, invoices will be submitted MONTHLY by the Contractor and payment made within 30 days. In the event that there are periods when there are no Services for the Contractor to perform, the Contractor shall not be paid a retainer for these periods. The fee is only payable in respect of Services actually provided.

6. Expenses

The Contractor shall be entitled to be reimbursed by the Company for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Contractor providing the Company with vouchers, receipts or other evidence of actual payment of such expenses and subject to the arrangement being specifically agreed in advance by the Company to the Contractor.

7. Confidentiality

- 7.1 The Contractor hereby agrees that during the course of his or her appointment under this Agreement he or she is likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Company and those of the Company's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), (including in particular (specify relevant matters)) and accordingly the Contractor hereby undertakes to and covenants with the Company that:

7.1.1 he or she shall not at any time after the Termination Date use or procure the use of the name of the Company in connection with his or her own or any other name in any way calculated to suggest that he or she continues to be connected with the business of the Company or in any way hold himself or herself out as having such connection;

7.1.2 he or she shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Contractor Services; and

7.1.3 he or she shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Company whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

7.2 The restrictions set out in Clause 7.1 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Contractor.

8. The Company's Property

Upon the expiration or termination of his or her appointment under this Agreement for whatsoever cause, the Contractor shall forthwith deliver up to the Company or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Company) make a declaration that the whole of the provisions of this clause have been complied with.

9. Termination of Agreement

This Agreement will terminate on fulfilment of the Services described in the Statement of work. Either party shall have the right at any time to terminate this Agreement by giving 30 notice in writing to the other party. In addition, the Company shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of the Contractor:

9.1 Being in material or persistent breach of any of the terms of this Agreement;

9.2 Dying or becoming by reason of incapacity incapable of managing their affairs;

9.3 Persistently and willfully neglecting or becoming incapable for any reason of efficiently performing the Contractor's Services; or

9.4 Doing any action manifestly prejudicial to the interests of the Company or which in the opinion of the Board may bring the Company into disrepute;

and the Contractor shall have no claim against the Company in respect of the termination of

his or her appointment for any of the reasons specified pursuant to Clauses 9.1 to 9.4.

10. Tax Liabilities

The Company and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his or her fees and accordingly the Contractor hereby agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

11. Indemnity

The Contractor further warrants to the Company that they will:

- 11.1 Take out and maintain throughout the term of this Agreement, adequate professional indemnity insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Company, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Company;
- 11.2 Take out and maintain throughout the term of this Agreement, adequate public liability insurance coverage (minimum £5 million cover) to protect themselves against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of the Company, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Company.

12. Data Protection and Data Processing

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

In this Clause 12 Applicable Laws means (for so long as and to the extent that they apply to the Contractor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the Contractor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3 Without prejudice to the generality of Clause 12.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Contractor for the duration and purposes of the Contract.
- 12.4 Without prejudice to the generality of Clause 12.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under the Contract:

- a) Process that Personal Data only on the written instructions of the Company unless the Contractor is required by Applicable Laws to otherwise process that Personal Data. Where the Contractor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Contractor shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Contractor from so notifying the Company;
- b) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d) Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - (i) The Company or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (ii) The Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) The Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) The Contractor complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;
- e) Assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) Notify the Company without undue delay on becoming aware of a Personal Data breach;
- g) At the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- h) Maintain complete and accurate records and information to demonstrate its compliance with this Clause 12.

12.5 The Company does not consent to the Contractor appointing any third party processor of Personal Data under the Contract.

- 12.6 Either party may, at any time on not less than 30 days' notice, revise this Clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

13. Intellectual property

All rights, title and interest of whatever nature and all intellectual property rights and moral rights in any work undertaken or produced by the Contractor under or in connection with this Agreement or relating to the Services provided hereunder will vest in and belong to the Company at all times free from any interest of the Contractor or any third party.

14. Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post to the intended recipient at the address stated in this Agreement or to such other address as that party may specify to the other in writing. Notices sent by fax shall be deemed received the first business day following such delivery of sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices given by the Company shall be deemed properly served on the Contractor.

15. No Employment

Nothing in this Agreement shall render or be deemed to render the Contractor an employee or agent of the Company. This Agreement does not create any mutuality of obligation between the Contractor and the Company.

16. Entire Agreement

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

17. Force Majeure

17.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

17.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

17.2.1 Strikes, lockouts or other industrial action;

17.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

17.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic,

bad weather or other natural physical disaster;

17.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

17.2.5 Political interference with the normal operations.

17. Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

18. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

19. Waiver

19.1 Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

19.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this Agreement.

20. Communications

Any communication to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause.

21. Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

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Approved By:

Top Management - Nancy Consterdine Tue Jul 13 12:47:14 GMT 2021

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Quality Systems Manager - Joanna Angell Tue Jul 13 12:58:19 GMT 2021

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1	Tue Jul 13 2021	Approved	Stuart Angell

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