

Standard Terms and Conditions

Version 1.0, September 2020

THIS AGREEMENT (the "Agreement") dated as stated on provided quotation.

BETWEEN:

Addressee of the provided quotation
(the 'Client')

AND

RedesignX Limited (Registered in England and Wales: 12802475)
(the "Consultant")

The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the consulting services (the "Services") as described within the provided quotation.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the services described within the provided quotation have been delivered, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the end date, that Party will be required to ten working days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

7. Any applicable milestones or other form of payments are described within the provided quotation.
8. Total fees are outlined within the provided quotation.
9. The Client will be invoiced as described within the provided quotation.
10. Invoices submitted by the Consultant to the Client are due within 28 days of receipt, unless stated otherwise within the provided quotation.

11. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Consultant.
12. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
13. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.
14. The Consultant will be solely responsible for the payment of all remuneration and benefits due to the employees of the Consultant, including any National Insurance, income tax and any other form of taxation or social security costs.
15. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement, unless otherwise stated within the provided quotation.

PENALTIES FOR LATE PAYMENT

16. Any late payments will trigger a fee of 3.00% per month on the amount still owing.

CONFIDENTIALITY

17. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
18. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
19. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

20. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client, unless otherwise stated within the provided quotation. The use of the Intellectual Property by the Client will not be restricted in any manner, unless otherwise stated within the provided quotation.
21. Unless an alternative to clause 20 is stated within the provided quotation, The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

22. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONSULTANT

23. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent Consultant and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

SUBSTITUTION

24. Should the individual assigned to provide the services be unable to do so for any reason, the Consultant shall have the right to provide the Services using individuals of their own choosing. The Consultant can substitute any individual provided that the Client is reasonably satisfied that the substitute individual is sufficiently skilled, experienced and qualified to carry out the services. The Consultant will remain liable for the Services completed by any substitute and will bear any costs.

CONTROL

25. The Client shall not have the right, nor shall it seek to exercise direction, control or supervision over the Consultant. The Consultant shall co-operate with any reasonable request of the Client within the scope of the services, but it is acknowledged that the Consultant will be able to determine how best the services are provided and will have autonomy over their working methods.

NOTICE

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the addresses stated within the provided quotation, or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

30. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

MUTUALITY OF OBLIGATION

31. The Client is under no obligation to offer further contracts or services to the Consultant nor is the Consultant under any obligation to accept any contract or services offered. For the avoidance of doubt, both the Consultant and the Client agree and intend that this agreement does not create any mutuality of obligation, either during or following the agreement.

ENTIRE AGREEMENT

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

33. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

36. This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.