

1. Application

These terms apply to all consultancy services provided by SixKinds Ltd ("the Consultant") to the client named in the applicable quotation or engagement letter ("the Client"), unless varied in writing and signed by both parties. These terms, together with the applicable quotation or engagement letter, form the entire agreement between the parties in relation to the engagement and supersede all prior discussions, representations or agreements on that subject. If there is a conflict between these terms and the applicable quotation or engagement letter, the quotation or engagement letter prevails in relation to scope, fees and timescales, and these terms prevail on all other matters. The Client will provide the Consultant with timely access to the information, materials and personnel reasonably required to deliver the engagement, and will respond to reasonable requests for these without undue delay.

2. Fees, Payment and VAT

- Fees are as set out in the applicable quotation, charged at the agreed day rate or fixed fee.
- Unless otherwise agreed in the applicable quotation, a day rate is based on up to 8 hours of work in a day, excluding breaks, with part days charged pro rata in half-day (4 hour) increments.
- Invoices are issued on completion of agreed milestones, or monthly in arrears for ongoing engagements.
- Payment is due on satisfactory delivery of the agreed output, not on time spent or attendance, unless a day rate basis is expressly agreed for a particular engagement.
- Payment is due within 14 days of the invoice date, by bank transfer to the account specified on the invoice.
- The Consultant is not currently registered for VAT, so no VAT is charged on fees. Updated terms will be issued if this changes.
- Late payment may incur statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, together with fixed compensation of £40 to £100 per invoice (depending on the debt value) and reasonable recovery costs under the Late Payment of Commercial Debts Regulations 2013.
- Reasonable expenses (travel, accommodation, materials) incurred in delivering the engagement are recharged at cost, itemised on invoices, unless otherwise agreed in advance.

3. Intellectual Property

- Any pre-existing materials, documents, or intellectual property provided by the Client for the purposes of the engagement remain the property of the Client (or its own licensors, as applicable) at all times, and the Client grants the Consultant a licence to use them solely for the purposes of delivering the engagement. Nothing in these terms transfers ownership of such materials to the Consultant.
- Any preexisting intellectual property owned by the Consultant (methodologies, frameworks, tools, templates) remains the property of the Consultant and is licensed to the Client on a non-exclusive basis for use in connection with the engagement only.

- Deliverables created specifically for the Client under the engagement, and paid for in full, transfer to the Client on final payment, excluding any preexisting Consultant IP embedded within them, which remains licensed as above.
- The Consultant retains the right to reuse general knowledge, skills, and experience gained during the engagement in future work, provided no confidential Client information is disclosed.

4. Confidentiality and Data Protection

- Both parties agree to keep confidential any non-public information disclosed during the engagement, and to use it solely for the purposes of the engagement.
- This obligation continues for 2 years after the engagement ends, or indefinitely in respect of personal data or patient identifiable information, in line with applicable data protection law. This does not affect either party's separate obligations to retain or erase personal data in accordance with that law.
- Each party will comply with the UK GDPR and the Data Protection Act 2018 in respect of any personal data processed under the engagement. Where the Consultant processes personal data on the Client's behalf as a processor, the parties will put in place a data processing agreement addressing the matters required by Article 28 UK GDPR, including processing only on the Client's documented instructions, confidentiality, security of processing, use of sub-processors, assistance with data subject rights and breach notification, and deletion or return of data on termination.
- By entering into these terms, the Client authorises the Consultant to engage sub-processors in the ordinary course of business, provided the Consultant notifies the Client of any new sub-processor, gives a reasonable opportunity to object, imposes equivalent data protection obligations on it, and remains fully liable for its performance.
- Where the engagement involves NHS or health sector data, the Consultant will comply with the Client's information governance requirements, maintain a satisfactory ("Standards Met") submission on the NHS Data Security and Protection Toolkit (DSPT) where required by the Client, and any applicable Data Sharing or Data Processing Agreement.

5. Insurance

The Consultant maintains professional indemnity insurance of at least £100,000 per claim, or such higher level as is agreed in the applicable quotation. The Consultant does not currently hold public liability insurance, as work is carried out remotely; where an engagement requires attendance at the Client's premises, appropriate public liability cover will be arranged before that engagement begins. Evidence of cover will be provided to the Client on reasonable request.

6. Liability

- The Consultant will perform services with reasonable skill and care consistent with good industry practice.
- Where delivered work is found to be deficient against the agreed specification, the Consultant will correct it at its own cost, rather than being paid separately for the correction.
- The Consultant is not liable for any delay or deficiency in the services to the extent caused by the Client's failure to provide the information, materials, personnel or approvals reasonably required

in good time, and may charge for any additional time reasonably incurred as a result, at the day rate set out in the applicable quotation.

- The Consultant's total liability arising from the engagement, whether in contract, tort, or otherwise, is limited to the total fees paid by the Client under the relevant engagement.
- Neither party is liable for indirect or consequential loss, including loss of profit, revenue, or business opportunity.
- Nothing in these terms limits liability for death, personal injury caused by negligence, fraud, or any other liability which cannot lawfully be limited or excluded.

7. Independent Contractor Status, Control, and Substitution

- The Consultant provides services as an independent contractor, and nothing in these terms creates an employment relationship, partnership, or agency between the parties.
- The Consultant determines the method, tools, and working pattern used to deliver the services, subject to any reasonable technical or security constraints the Client specifies in the engagement.
- The Consultant may, at its discretion, substitute a suitably qualified individual to perform the services, having given the Client reasonable notice.
- The Client will provide reasonable cooperation (for example, systems or site access, and briefing on relevant procedures) to allow a substitute to actually perform the services, so that this right can be exercised in practice and not only in principle.
- Neither party is obliged to offer or accept further engagements beyond the one agreed. The Consultant is free to provide services to other clients during and between engagements, including concurrently.
- Where the off-payroll working rules in Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 ("IR35") apply to an engagement, including engagements with NHS or other public sector bodies and with medium or large private sector clients, the Client will issue a Status Determination Statement and the parties will cooperate reasonably in that process. If an engagement is determined to fall within those rules, the fee-payer will make the required deductions for income tax and National Insurance contributions, and the fees under the applicable quotation are stated exclusive of any such deductions.

8. Termination

- Either party may terminate an engagement with 14 days' written notice.
- On termination, the Client pays for all work completed and expenses incurred up to the termination date.
- Either party may terminate immediately for material breach not remedied within 14 days of written notice.
- Either party may terminate immediately by written notice if the other becomes insolvent, enters administration, receivership or liquidation, or ceases (or threatens to cease) to carry on business.
- Clauses 3 (Intellectual Property), 4 (Confidentiality and Data Protection), 6 (Liability), 9 (Compliance) and 13 (Governing Law) survive termination or expiry of an engagement.

9. Compliance

Each party warrants that it will comply with the Bribery Act 2010, the Modern Slavery Act 2015 and the Equality Act 2010 in performing its obligations under these terms, and will notify the other party promptly if it becomes aware of any actual or suspected breach of those Acts connected with the engagement.

10. Force Majeure

Neither party is liable for any delay or failure to perform its obligations (other than payment obligations) caused by events beyond its reasonable control, including illness, IT or utility failure, industrial action, or government or regulatory restrictions, provided the affected party notifies the other promptly and takes reasonable steps to reduce the impact.

11. Assignment, Subcontracting and Non-Solicitation

- Neither party may assign or transfer its rights or obligations under these terms without the other's prior written consent, save that the Consultant may exercise its right of substitution under clause 7 (Independent Contractor Status, Control, and Substitution) of these terms.
- Neither party will solicit or engage the other's staff or subcontractors who have been directly involved in delivering the engagement, during the engagement and for 6 months afterwards, without the other party's consent.

12. Notices and General

- Notices under these terms must be in writing and sent by email to the addresses given in the applicable quotation or engagement letter, and are treated as received on the next business day.
- If any provision of these terms is or becomes unenforceable, the remaining provisions continue in full force and effect.
- No failure or delay by either party in exercising a right under these terms operates as a waiver of that right.
- A person who is not a party to the engagement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.

13. Governing Law

These terms are governed by the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SixKinds Ltd • Version 1.9 • Effective from date of issue