



## STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these terms of business ("the Terms") the following expressions have the following meanings:

**Client:** any person, firm, organisation or corporation who approaches The Society of Local Authority Chief Executives and Senior Managers (Solace Group) Ltd ("Solace") with a view to receiving services.

**Client's Manager:** individual identified by the Client as the point of contact for Solace in accordance with clause 4.1(a) and specified in the Contract Letter.

**Commencement Date:** the date specified in the Contract Letter.

**Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and Know-How relating to the business of the Client or any of its or their business contacts, including in particular (by way of illustration only and without limitation) accounts, business plans and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer information, personal data, supplier information, formulae, processes, methods (either in their entirety or the precise configuration or assembly of their components) are not publicly known, and which are owned by, used in or otherwise relate to the Client (including future business plans), products, services, customers, suppliers and financial or other affairs.

**Contract Letter:** the letter from Solace to the Client containing the terms of the Project.

**Know-How:** all industrial and commercial processes, data, methodology, technique and information (including any algorithms, formulae, designs, specifications, drawings, data reports, testing procedures and results) not at present in the public domain.

**Lead Consultant:** individual identified by Solace in accordance with clause 3.2 and specified in the Contract Letter.

**Project:** the project identified in the Contract Letter.

**Services:** the services to be provided by Solace for the Client as described in the Contract Letter.

**Termination Date:** the date of termination of the Project however arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photographs, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by Solace in connection with the provision of the Services.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to one gender includes a reference to the other gender.

### 2 TERMS OF ENGAGEMENT

2.1 The Client shall engage Solace and Solace shall provide the Services on the terms set out in the Contract Letter.

2.2 Solace will supply individuals to carry out the Services for the Client, who will either be direct employees of Solace or independent contractors engaged by Solace for the purpose of the Project and/or Services on the basis of their relevant skills and experience.

### 3 DUTIES OF SOLACE

3.1 Solace shall use reasonable endeavours to meet any performance dates specified in the Contract Letter but any such dates shall be estimates only and time shall not be of the essence of this agreement.

3.2 Solace shall use reasonable endeavours to ensure that the same person acts as the Lead Consultant throughout the term of this agreement but may replace him or her from time to time where reasonably necessary in the interests of Solace's business.

3.3 Solace shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under clause 4.1(d) below.

### 4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

(a) co-operate with Solace in all matters relating to the Services and appoint the Client's Manager in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services;

(b) provide, for Solace, its agents, sub-contractors and employees access to the Client's premises, office accommodation, data and other facilities as reasonably requested by Solace for the purpose of providing the Services;

(c) provide, in a timely manner, such information as specified in the Contract Letter and as Solace may further request, ensuring that it is accurate in all material respects;

(d) inform Solace of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;

(e) ensure that all the Client's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services.

4.2 If Solace's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees, Solace shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

4.3 The Client shall be liable to pay to Solace, on demand, all reasonable costs, charges or losses sustained or incurred by Solace (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to Solace confirming such costs, charges and losses to the Client in writing.

- 44 The Client shall not, without the prior written consent of Solace, at any time from the date of the Contract Letter to the expiry of six months after the last date of supply of the Services, solicit or entice away from Solace or employ or engage any person who is, or has been, engaged as an employee or sub-contractor of Solace in the provision of the Services.
- 45 Any consent given by Solace in accordance with clause 4.4 above shall be subject to the Client paying to Solace a sum equivalent to 30% of the then current annual remuneration of Solace's employee or sub-contractor or, if higher, 30% of the annual remuneration to be paid by the Client to that employee or sub-contractor.

## 5 THE PROJECT

- 5.1 The Project as described in the Contract Letter shall be agreed in the following manner:
- (a) the Client shall set out the requirements and specifications of the Services which it is requesting from Solace, including a description of the work to be done, dates by which each stage of the work is requested to be started and finished and such other information as Solace may request to allow Solace to prepare a draft Contract Letter;
  - (b) Solace and the Client shall discuss and agree the draft Contract Letter and when it has been agreed it will be signed by both parties and will be subject to these Terms and Conditions.
- 5.2 Once the Contract Letter has been signed in accordance with clause 5.1(b), no amendment shall be made to it except in accordance with clause 15.

## 6 CHARGES AND PAYMENT

- 6.1 Clause 6.2 shall apply if Solace provides the Services on a time basis. Clause 6.3 shall apply if Solace provides the Services for a fixed price. The remainder of this Clause 6 shall apply in either case.
- 6.2 Where the Services are provided on a time basis:
- (a) the charges payable for the Services shall be calculated in accordance with Solace's standard daily fee rates, as specified in the Contract Letter;
  - (b) Solace's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked on weekdays (excluding public holidays);
  - (c) all charges quoted to the Client shall be exclusive of VAT which Solace shall add to its invoices at the appropriate rate;
  - (d) Solace shall invoice the Client monthly in arrears for its charges for time and expenses (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 6.
- 6.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Contract Letter. The total price shall be paid to Solace (without deduction or set-off) in instalments, as set out in the Contract Letter. When an instalment is due under the Contract Letter, Solace shall invoice the Client for the charges that are then payable, together with expenses and VAT, where appropriate, calculated as provided in condition 6.4.
- 6.4 Any fixed price or daily rate specified in the Contract Letter excludes:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Solace engages in connection with the Services. Such expenses, materials and third-party services shall be invoiced by Solace at cost; and
  - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.

- 6.5 The Client shall pay each invoice submitted to it by Solace, in full within 30 days of receipt, by way of bank transfer.
- 6.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Solace on the due date, Solace may:
- (a) charge interest on such sum from the due date for payment at the rate of 2% above the Bank of England base rate applying; and
  - (b) suspend all Services until payment has been made in full.
- 6.7 All sums payable to Solace under this agreement shall become due immediately on its termination, despite any other provision.

## 7 OTHER ACTIVITIES

- 7.1 Nothing in these Terms shall prevent Solace, its employees or independent contractors from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Project, provided it does not conflict with its or their obligations under this agreement.

## 8 CONFIDENTIAL INFORMATION

- 8.1 Solace acknowledges that in the course of the Project it will have access to Confidential Information, belonging to the Client. Solace shall restrict disclosure of the Confidential Information to such of its employees, contractors and agents as need to know for the purposes of the Project.
- 8.2 Solace shall not and shall require that its employees, contractors and agents shall not (except in the proper course of its duties) either during the Project or at any time after the Termination Date, use or disclose to any firm, person or company any Confidential Information, save in respect of any use or disclosure authorised by the Client or required by law or any information which comes into the public domain otherwise than through unauthorised disclosure.
- 8.3 The Client agrees that the Contract Letter and these terms and conditions are provided by Solace in confidence. The information contained in the Contract Letter is commercially sensitive and its disclosure would be damaging to Solace's interests.

## 9 DATA PROTECTION

- 9.1 The Client acknowledges and agrees that details of the Client's address and payment record will be processed by and on behalf of Solace in connection with the Services.
- 9.2 The Contractor and Solace group warrant to each other that they have and will maintain all necessary data protection notifications relating to a Data Controller and in providing the other or third parties with information under the terms of this Agreement will not be in breach of any security arrangements or in breach of the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and all subordinate legislation under the Act including the key data protection principles. Solace further warrants that, where relevant, it shall similarly bind any independent contractor(s) engaged by Solace for the purpose of delivery of the Project and/or Services.

## 10 INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights in the Works produced in connection with provision of Services by Solace shall remain the property of Solace.
- 10.2 Solace licenses (on a non-exclusive basis) all such rights to the Client free of charge to enable the Client to make reasonable use of the Works.
- 10.3 Solace will retain, produce when required (and explain as necessary) such accounts, documents (including working documents) and other records as the Client may require in connection with the provision of the Services, at any time during the Project and for a period of 2 years from the Termination Date.

## **11 INSURANCE AND LIABILITY**

11.1 Solace confirms that it has professional indemnity insurance to a value of £5 million, which covers the provision of the Services. Solace's liability in contract, tort, misrepresentation, restriction or otherwise owing in connection with the performance of the Services shall be limited to the insured level.

11.2 Solace shall (on request) supply to the Client copies of such insurance policies and evidence that the relevant premiums have been paid.

## **12 TERMINATION**

12.1 This agreement shall terminate automatically upon completion of the Project in accordance with the Contract Letter.

12.2 Without limitation either party may terminate the Project immediately (by notice in writing to the other) if the other party:

- (a) Commits a breach of any of these Terms which, in the case of a breach capable of remedy, shall not have been remedied within 21 days of receipt by the other of a notice from the innocent party specifying the breach and requiring its remedy;
- (b) Is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

12.3 Termination for any reason other than that stated in clause 12.2 above shall be in accordance with the terms set out in the Contract Letter.

## **13 OBLIGATIONS UPON TERMINATION**

13.1 On the Termination Date Solace shall as soon as reasonably practicable deliver to the Client all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client together with any property of the Client, which is in its possession or under its control.

13.2 The Client shall immediately pay to Solace all of Solace's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Solace may submit an invoice, which shall be payable immediately on receipt.

## **14 STATUS**

14.1 The relationship of Solace to the Client will be that of independent contractor and nothing in these Terms shall render it (nor any of its employees or independent contractors) an employee, worker, agent or partner of the Client.

## **15 EXTENSION AND VARIATION**

15.1 The parties may agree to extend or vary the terms of the Project, in which case new terms will be negotiated and a revised Contract Letter will be issued.

15.2 No variation of these Terms or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **16 GOVERNING LAW AND JURISDICTION**

16.1 Unless otherwise agreed in the Contract Letter, these Terms shall be governed by and construed in accordance with the laws of England and Wales.