

WIDERARC LTD TERMS AND CONDITIONS

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Contents

1. Definitions 8
1.1 Definitions 8
2. Basis of Agreement 9
2.1 Business-to-Business Application 9
2.2 Formation of Contract 9
2.3 Entire Agreement 10
2.4 Order of Precedence 10
2.5 Client and Procurement Terms 10
2.6 Authority 11
3. Scope of Services 11
3.1 Services 11
3.2 Nature of Consultancy 11
3.3 Independence 11
4. Statement of Work 12
4.1 Requirement 12
4.2 Minimum Content 12
4.3 Amendments 12
4.4 Additional Work 12
5. Client Responsibilities 13
5.1 Information 13
5.2 Access 13
5.3 Project Contact 13
5.4 Timely Decisions 13
5.5 Attendance 13
5.6 Accuracy 13
5.7 Internal Approvals 14
5.8 Legal Compliance 14
5.9 Delays 14
5.10 Health and Safety on Client Premises 14
6. Fees and Expenses 15
6.1 Fees 15
6.2 VAT 15

6.3 Expenses 16
6.4 Quotations 19
6.5 Price Reviews 19
7. Payment Terms 19
7.1 Invoicing 19
7.2 Payment Period 19
7.3 Payment Method 19
7.4 Late Payment, Interest and Compensation 19
7.5 Recovery Costs 20
7.6 Suspension 21
7.7 Disputed Invoices 21
7.8 Payment Administration, Deposits and Set-Off 21
8. Variations and Change Requests 25
8.1 Scope Control 25
8.2 Request for Variation 25
8.3 Assessment of Changes 25
8.4 Approval of Variations 25
8.5 Client-Caused Changes and Delays 26
9. Deliverables 29
9.1 Delivery of Outputs 29
9.2 Quality Standards 29
9.3 Client Review 30
9.4 Statement of Work (SoW) Content 32
9.5 Acceptance 34
9.6 Limitations 34
9.7 Third-Party Reliance 35
9.8 No Continuing Duty to Update 35
10. Intellectual Property Rights 36
10.1 Pre-Existing Intellectual Property 36
10.2 WiderArc Background IP 36
10.3 Client Deliverables and Licence 37
10.4 Adaptation of Project-Specific Materials 37
10.5 Workshop and Training Materials 37
10.6 Client Materials and Data 38
10.7 Collaboratively Developed Materials 39
10.8 WiderArc Reuse of Knowledge and Experience 39

10.9 Restrictions 39
10.10 Client Branding 40
10.11 Publicity, Case Studies and Testimonials 40
10.12 Third-Party Materials 40
11. Confidentiality 40
11.1 Confidential Information 40
11.2 Confidentiality Obligations 41
11.3 Permitted and Required Disclosure 41
11.4 Public Sector Clients 42
11.5 Return and Deletion 42
11.6 Duration 42
12. Data Protection and UK GDPR 43
12.1 Compliance and Definitions 43
12.2 Data Protection Roles 43
12.3 Processing by WiderArc Ltd as Processor 43
12.4 Project-Specific Processing, Cloud Systems and International Transfers 44
12.5 Controller Responsibilities, Lawful Bases and Sensitive Data 45
12.6 Independent Controllers and Data Sharing 46
12.7 Security and Personal Data Breaches 46
12.8 Return, Deletion and Retention 47
12.9 Order of Precedence 47
13. Equality, Diversity and Inclusion 47
13.1 Commitment 47
13.2 Service Delivery 47
13.3 Client Responsibilities 47
13.4 Public Sector Duty 47
13.5 Accessibility and Reasonable Adjustments 48
14. Professional Standards 49
14.1 Professional Conduct 49
14.2 Professional Judgment and Excluded Advice 49
14.3 Conflicts of Interest 49
14.4 Ethical Practice 49
14.5 Training Delivery 49
14.6 Continuous Improvement 50
14.7 Safeguarding and Participant Welfare 50
14.8 Recording, Photography and Transcription 51

15. Limitation of Liability 53
15.1 General Liability 53
15.2 Excluded Losses 53
15.3 Consultancy Outcomes 53
15.4 Client Responsibility 54
15.5 Liability Cap 54
15.6 Unlimited Liability 54
15.7 Confidentiality and Data Protection Liability Cap 54
15.8 Application of Liability Caps 55
15.9 Mitigation and Client Contribution 57
16. Insurance 57
16.1 Insurance Coverage 57
16.2 Professional Indemnity Insurance 57
16.3 Public Sector Requirements 58
16.4 Evidence of Insurance 58
16.5 Insurance Requirements 58
17. Cancellation, Postponement and Rescheduling of Scheduled Services 58
17.1 Scope and Cancellation by the Client 58
17.2 Training and Workshop Cancellation 59
17.3 Rescheduling 59
17.4 Cancellation by WiderArc Ltd 60
18. Termination 62
18.1 Termination for Cause 63
18.2 Termination for Convenience 63
18.3 Effect of Termination 64
18.4 Survival 64
19. Force Majeure 64
19.1 Force Majeure Event 64
19.2 Exclusions 65
19.3 Notification 65
19.4 Mitigation, Suspension and Rescheduling 66
19.5 Extended Force Majeure 66
19.6 Consequences of Termination 67
20. Conflicts of Interest 67
20.1 Identification 67
20.2 Disclosure 67

20.3 Multiple Clients and Non-Exclusivity 68
20.4 Public Sector Considerations 68
21. Non-Solicitation 68
21.1 Protection of Personnel 68
21.2 Exceptions 68
21.3 Consultancy Associates 69
22. Independent Contractor Status 69
22.1 Relationship 69
22.2 Control of Services 69
22.3 Personnel, Key Personnel and Substitution 69
22.4 Tax and Employment Obligations 70
22.5 IR35 Considerations (Off-Payroll Working Rules) 71
23. Complaints Procedure 74
23.1 Commitment to Quality 74
23.2 Informal Resolution 74
23.3 Formal Complaints 74
23.4 Investigation 74
23.5 Outcome 75
23.6 Escalation 75
23.7 Good Faith Resolution 75
24. Governing Law 75
24.1 Applicable Law 75
24.2 Jurisdiction 75
24.3 Dispute Resolution 75
25. General Provisions 76
25.1 Assignment 76
25.2 Subcontracting 76
25.3 Notices 76
25.4 Waiver 78
25.5 Severance 78
25.6 Variation of Terms 78
25.7 Third Party Rights 78
25.8 Electronic Communication and Signatures 78
25.9 Interpretation 78
25.10 Records and Retention 79
26. Information Security, System Access and Automated Tools 80

26.1 Information Security 80
26.2 Access to Client Systems 80
26.3 Acceptable Use 81
26.4 Security Incidents and Withdrawal of Access 81
26.5 Artificial Intelligence and Automated Tools 81
26.6 Relationship with Data Protection Provisions 82
27. General Legal Compliance 83
27.1 Legal and Regulatory Compliance 83
27.2 Prevention of Unlawful Activity 83
27.3 Legal Restrictions 83
27.4 Regulated Procurement Processes 83

1. Definitions

1.1 Definitions

Within this Agreement, the following terms are defined as:

Agreement means these Services Agreement Terms and Conditions together with any Statement of Work, Proposal, Schedule or document expressly incorporated by reference.

Applicable Law means all legislation, regulations, statutory guidance and common law applicable within England and Wales, including any amendments or replacements.

Business Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

Client means an organisation, authority, institution, company, partnership, sole trader or other person purchasing the Services of WiderArc Ltd wholly or mainly for purposes relating to its trade, business, craft or profession.

Confidential Information means all commercial, financial, operational, technical, strategic or personal information disclosed by either Party which is not publicly available.

Consultant Personnel means employees, directors, associates or authorised representatives engaged by WiderArc Ltd.

Deliverables means any report, presentation, workshop materials, recommendations, action plans, policies, training resources or other outputs specifically identified within a Statement of Work.

Fees means the charges payable by the Client for the Services provided by WiderArc Ltd.

Intellectual Property Rights means all copyrights, trademarks, patents, design rights, know-how and other intellectual property rights existing anywhere in the world.

Party refers to either WiderArc Ltd or the Client, and **Parties** refers to both together.

Proposal means the written quotation or proposal issued by WiderArc Ltd describing the Services to be provided.

Services means consultancy, organisational development, leadership development, culture change programmes, facilitation, workshops, training, coaching, advisory services, strategic support and any associated professional services provided by WiderArc Ltd as documented in the Statement of Work (SOW).

Statement of Work (SOW) means the project-specific document describing the scope, objectives, deliverables, timetable, Fees and other commercial arrangements relating to individual assignments.

Working Hours means 09:00 to 17:00 (UK time) on Business Days unless otherwise agreed.

Off-Payroll Working Rules means Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (as amended), governing determination of employment status for tax purposes.

Status Determination Statement ("SDS") means a written statement issued by the Client under the Off-Payroll Working Rules setting out its determination as to whether those Rules apply to an engagement and the reasons for that determination.

Recognised Electronic Communication means an email, electronic signature platform, procurement portal, client management system or other electronic communication method agreed between the Parties or ordinarily used by them in connection with the Agreement, which creates a durable written record capable of being stored, retrieved and reproduced.

2. Basis of Agreement

2.1 Business-to-Business Application

These Terms apply only to business-to-business engagements. WiderArc Ltd does not provide Services to consumers under these Terms.

2.2 Formation of Contract

A legally binding contract between WiderArc Ltd and the Client is formed only where the Client has first been provided with a copy of these Terms and Conditions, and the Client subsequently:

(a) signs a Proposal or Statement of Work;
(b) issues a Purchase Order which is accepted by WiderArc Ltd;
(c) confirms acceptance in writing (including by email);
(d) instructs WiderArc Ltd in writing to commence work; or
(e) pays any agreed deposit or initial invoice,

whichever occurs first. By taking any of the actions in (a) to (e), the Client confirms they have read, understood and agreed to be bound by these Terms and Conditions.

WiderArc Ltd shall attach or provide a copy of these Terms and Conditions with every Proposal and Statement of Work issued to the Client.

2.3 Entire Agreement

The Agreement constitutes the entire agreement between the Parties in relation to the Services to which it applies and supersedes all previous discussions, negotiations, proposals, representations, assurances, understandings and arrangements relating to those Services, except to the extent that they are expressly incorporated into the Agreement.

For the avoidance of doubt, each applicable Proposal, Statement of Work, Data Processing Agreement, Schedule and any other document expressly incorporated by reference forms part of the Agreement, subject to the order of precedence set out in clause 2.4.

2.4 Order of Precedence

Should any inconsistency arise between contractual documents, the following order shall apply:

1. Signed Contract (if applicable);
2. any applicable Data Processing Agreement, but only in relation to the Processing of Client Personal Data by WiderArc Ltd as Data Processor;
3. Statement of Work;
4. Proposal;
5. these Master Terms and Conditions; and
6. any other supporting schedules.

Project-specific Processing particulars completed under an applicable Data Processing Agreement or Statement of Work shall supplement that Data Processing Agreement but shall not reduce or override any mandatory requirement of applicable Data Protection Legislation.

2.5 Client and Procurement Terms

These Terms shall apply to the Services unless the Parties expressly agree in writing that the engagement will be governed, in whole or in part, by alternative contractual terms.

Where the Services are procured through a framework agreement, open framework, dynamic market, call-off arrangement, approved supplier arrangement or other formal procurement procedure, WiderArc Ltd may agree to contract on the terms prescribed by the relevant framework provider, contracting authority or Client, provided that:

- the applicable terms have been supplied or made available to WiderArc Ltd before WiderArc Ltd submits its tender, proposal or acceptance of the engagement;
- WiderArc Ltd has had a reasonable opportunity to review those terms;
- the terms have been expressly accepted in writing by a director or another authorised representative of WiderArc Ltd;
- any qualifications, amendments, departures or additional terms required by WiderArc Ltd have been agreed in writing or properly recorded within the tender, clarification, framework or call-off documentation; and

- WiderArc Ltd is satisfied that the agreed scope, fees, insurance requirements, liabilities, data protection obligations and other commercial arrangements are proportionate to the nature, value and risk of the Services.

Where WiderArc Ltd enters into a framework agreement, call-off contract or other separately executed agreement with the Client, that agreement shall prevail over these Terms to the extent of any inconsistency. These Terms shall apply only to the extent that they are expressly incorporated into that agreement, or supplement matters not addressed by it.

Except as provided above, no purchasing terms, purchase order terms, policies, portal conditions or other standard terms issued by the Client shall apply merely because they are referred to in a purchase order, procurement portal, acknowledgment, payment process or other Client documentation. Any amendment to the agreed contractual terms must be expressly agreed in writing by an authorised representative of WiderArc Ltd.

2.6 Authority

Each Party warrants that the individual signing or accepting this Agreement has authority to bind that organisation.

3. Scope of Services

3.1 Services

WiderArc Ltd provides consultancy, training, facilitation, coaching, organisational development, strategic advisory and related professional services. The Services to be provided in each engagement shall be specified in the applicable Proposal and Statement of Work.

3.2 Nature of Consultancy

The Client acknowledges that consultancy services provide professional advice and recommendations intended to support informed decision-making. WiderArc Ltd does not warrant or guarantee any particular commercial, organisational, operational or financial outcome unless expressly agreed in writing.

3.3 Independence

WiderArc Ltd retains full discretion regarding the professional methods, approaches and techniques used in delivering the Services.

4. Statement of Work

4.1 Requirement

Each assignment shall be governed by its own Statement of Work.

4.2 Minimum Content

Each Statement of Work shall include, where applicable:

- project objectives
- scope
- exclusions
- deliverables
- milestones
- timetable
- Fees
- payment schedule
- Client responsibilities
- assumptions
- dependencies
- reporting arrangements
- acceptance criteria.
- any Key Personnel requirements;
- safeguarding and participant-welfare arrangements;
- accessibility requirements and responsibility for reasonable adjustments;
- arrangements for recording, photography, screenshots, transcription or publicity;
- information-security and Client-system access requirements;
- any approved or restricted use of artificial intelligence or automated tools; and
- any project-specific records-retention or audit requirements.

Where WiderArc Ltd will Process Client Personal Data as a Data Processor, the Statement of Work shall incorporate the applicable Data Processing Agreement and include or attach a completed project-specific Data Processing Schedule setting out the Processing particulars required by that Data Processing Agreement.

4.3 Amendments

No amendment to a Statement of Work shall be effective unless agreed in writing by authorised representatives of both Parties.

4.4 Additional Work

Services requested outside the agreed scope shall constitute additional work and may be subject to revised Fees and delivery timescales.

5. Client Responsibilities

The successful delivery of consultancy services requires active collaboration between WiderArc Ltd and the Client.

The Client agrees to:

5.1 Information

Provide accurate, complete and timely information reasonably required for delivery of the Services.

5.2 Access

Provide reasonable access to:

- staff
- premises
- systems
- documentation
- stakeholders
- decision-makers

where required for the Services provided.

5.3 Project Contact

Nominate an authorised project lead with authority to provide instructions and approvals.

5.4 Timely Decisions

Provide approvals, comments and decisions without unreasonable delay.

5.5 Attendance

Ensure relevant personnel attend workshops, meetings, interviews or training sessions as scheduled.

5.6 Accuracy

Remain responsible for verifying the accuracy of information supplied to WiderArc Ltd.

5.7 Internal Approvals

Obtain all necessary internal approvals before requesting WiderArc Ltd to undertake work.

5.8 Legal Compliance

Remain responsible for compliance with all legislation applicable to its own organisation.

5.9 Delays

The Client shall comply with its responsibilities within the timescales reasonably required for delivery of the Services. The consequences of any delay, omission, inaccurate information or other failure by the Client shall be governed by clause 8.5.

5.10 Health and Safety on Client Premises

5.10.1 Client-Controlled Premises

Where any Services are delivered at premises owned, occupied, managed or selected by the Client, the Client shall, so far as reasonably practicable:

- ensure that the premises, access routes, facilities, equipment and working arrangements are safe and suitable for the Services;
- provide WiderArc Ltd with relevant information concerning known hazards, risk assessments, emergency arrangements, fire and evacuation procedures, first-aid arrangements, security requirements and site rules;
- ensure that any equipment, facilities or materials supplied by the Client are safe, properly maintained and suitable for their intended use;
- obtain any premises, security or other permissions required for Consultant Personnel to access and work at the premises; and
- notify WiderArc Ltd without unreasonable delay of any material health and safety concern which may affect the Services or any participant.

5.10.2 WiderArc Ltd Responsibilities

WiderArc Ltd shall:

- take reasonable care for the health and safety of Consultant Personnel, participants and other persons who may be affected by its activities;
- comply with reasonable and lawful health and safety, security and emergency procedures notified by the Client;
- ensure that Consultant Personnel are appropriately informed of relevant site requirements; and
- report any material hazard, accident, incident or unsafe condition of which it becomes aware.

5.10.3 Unsafe Conditions

WiderArc Ltd may pause, relocate, modify or decline to commence or continue any affected Services where it reasonably considers that:

- there is a serious or material risk to health, safety or welfare;
- the premises or facilities are unsuitable for the agreed Services;
- relevant safety information has not been provided; or
- continuing would breach Applicable Law or reasonable professional standards.

WiderArc Ltd shall notify the Client as soon as reasonably practicable and shall cooperate with the Client to identify an appropriate alternative arrangement.

Any delay or additional cost arising from the Client's failure to provide safe and suitable premises, facilities or information shall be treated as a Client-caused delay.

6. Fees and Expenses

6.1 Fees

Fees shall be those specified within the relevant Proposal or Statement of Work.

Fees may be structured as:

- fixed project fees;
- daily rates;
- hourly rates;
- retained consultancy;
- workshop fees;
- coaching packages;
- blended pricing arrangements.

6.2 VAT

Unless expressly stated otherwise, all Fees are exclusive of VAT, which shall be payable at the prevailing rate.

6.3 Expenses

6.3.1 Reimbursable Expenses

Where agreed in advance in the Proposal, Statement of Work or otherwise in writing, the Client shall reimburse WiderArc Ltd for all reasonable and properly incurred expenses connected with the provision of the Services, including:

- rail and other public transport;
- mileage;
- accommodation;
- parking, tolls and congestion charges;
- subsistence;
- venue and equipment hire;
- specialist materials;
- printing and copying;
- postage and courier charges; and
- any other project-specific expense agreed with the Client.

Expenses shall normally be charged at cost, subject to the provisions below.

6.3.2 Mileage

Where a director, employee, associate consultant or subcontractor uses their own vehicle for authorised business travel, mileage shall be charged at the HM Revenue and Customs approved mileage allowance rate applicable on the date of travel.

At the date of these Terms, the applicable rate for cars and vans is:

- 55 pence per mile for the first 10,000 business miles in the relevant tax year; and
- 25 pence per mile for each business mile thereafter.

The mileage rate may be updated automatically to reflect any replacement rate published by HM Revenue and Customs. Reasonable parking charges, tolls, congestion charges and similar journey-specific charges may be charged separately.

Ordinary commuting between an individual’s home and their usual place of work shall not be charged to the Client.

6.3.3 Rail Travel

Rail travel shall normally be booked in standard class using a reasonably economical and practicable fare.

First-class travel may be booked only where:

- the Client has approved it in writing;
- it is required to meet an accessibility or reasonable-adjustment requirement;

- it is necessary because no reasonable standard-class option is available; or
- its total cost is equal to or lower than the reasonably available standard-class fare.

Where practicable, WiderArc Ltd shall book advance or flexible fares that represent reasonable value, taking account of the risk that the Client may change or cancel the relevant engagement.

6.3.4 Travel Time

Travel time is separate from travel expenses and shall be chargeable only where this is stated in the applicable Proposal or Statement of Work or otherwise agreed in writing before the journey.

Unless a different arrangement is agreed:

- reasonable local travel of up to one hour in each direction shall not be charged;
- additional travel time beyond one hour in each direction may be charged at 50% of the applicable hourly rate;
- chargeable travel time shall be capped at four hours per person on any one day; and
- time spent carrying out substantive Client work while travelling may be charged at the full applicable rate.

No travel-time charge shall apply where the need for additional travel results solely from WiderArc Ltd's failure to make reasonable travel arrangements.

6.3.5 Prior Approval and Expense Limits

Expenses expressly identified in an accepted Proposal, Statement of Work or agreed project budget shall be treated as approved up to the stated amount and shall not require separate approval each time they are incurred.

Unless otherwise agreed in writing, WiderArc Ltd shall obtain the Client's prior written approval before incurring:

- any individual expense exceeding £100;
- accommodation costs exceeding the amount specified in the Proposal, Statement of Work or agreed project budget;
- first-class rail;
- expenses that are expected to cause the total approved expense budget to be exceeded by more than £250 or 10%, whichever is lower.

Where an expense could not reasonably have been anticipated or prior approval could not reasonably be obtained, WiderArc Ltd shall notify the Client as soon as reasonably practicable. The Client shall not unreasonably withhold approval for expenses reasonably and necessarily incurred to protect health and safety, avoid greater costs or enable the Services to continue.

6.3.6 Evidence of Expenses

WiderArc Ltd shall maintain reasonable records of expenses charged to the Client.

Copies of receipts, supplier invoices, booking confirmations or other appropriate evidence shall be supplied with the relevant invoice or upon the Client's reasonable request, except where:

- a receipt is not ordinarily available;
- the expense is a mileage charge supported by an appropriate mileage record; or
- the amount is calculated using an agreed allowance or subsistence rate.

Any evidence supplied may be redacted to remove personal information or information unrelated to the Client's engagement.

6.3.7 Cancellation and Amendment of Travel

Where travel, accommodation, venue hire or other arrangements have been booked in reliance on an agreed date or instruction from the Client, the Client shall reimburse WiderArc Ltd for any reasonable, unavoidable and non-refundable cost arising from the Client's cancellation, postponement, rescheduling or material alteration of the Services.

WiderArc Ltd shall take reasonable steps to:

- obtain a refund or credit;
- minimise cancellation or amendment charges;
- use any transferable booking or credit for the rescheduled Services where reasonably practicable; and
- credit the Client with any refund or saving subsequently received.

The Client shall not be responsible for cancellation or amendment costs arising solely from WiderArc Ltd's breach, negligence or decision to cancel without reasonable cause.

6.3.8 VAT

Expenses and travel costs recharged to the Client shall be subject to VAT at the applicable rate where required by law, even where they are separately itemised or charged at cost.

A payment shall be treated as a disbursement outside the scope of VAT only where it satisfies the applicable legal requirements for disbursement treatment.

All limits and amounts stated in this clause are exclusive of VAT unless expressly stated otherwise.

6.4 Quotations

Unless otherwise stated, quotations remain valid for 30 calendar days.

6.5 Price Reviews

For assignments extending beyond twelve months, WiderArc Ltd reserves the right to review Fees annually upon giving not less than 30 days' written notice.

7. Payment Terms

7.1 Invoicing

Invoices may be issued:

- upon completion;
- monthly;
- against milestones;
- in advance;
- at other agreed intervals specified within the Statement of Work.

7.2 Payment Period

Invoices are payable within 30 calendar days from the invoice date, unless a different payment period is expressly agreed in writing within the applicable Proposal or Statement of Work.

7.3 Payment Method

Payments shall be made by electronic bank transfer to the account nominated by WiderArc Ltd.

7.4 Late Payment, Interest and Compensation

7.4.1 Overdue Payments

Subject to clause 7.7, any undisputed amount that is not paid by the applicable due date under clause 7.2 shall become overdue on the calendar day immediately following that due date.

7.4.2 Statutory Interest

Without prejudice to any other right or remedy available to WiderArc Ltd, WiderArc Ltd shall be entitled to charge statutory interest on any qualifying overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and any regulations made under it.

Statutory interest shall:

- apply at the statutory rate in force from time to time, currently eight percentage points above the applicable Bank of England reference rate;
- be calculated as simple interest on the outstanding amount;
- accrue daily from the calendar day immediately following the applicable payment due date; and
- continue to accrue until WiderArc Ltd receives the outstanding amount in full in cleared funds, whether payment is made before or after judgment.

Where a Signed Contract, framework agreement, call-off contract or other agreement taking precedence under clause 2.4 lawfully provides for a different late-payment remedy, that remedy shall apply to the extent of any inconsistency with this clause.

7.4.3 Fixed Compensation

In addition to statutory interest, WiderArc Ltd shall be entitled to recover the statutory fixed sum applicable to each qualifying overdue debt:

- £40 where the overdue debt is less than £1,000;
- £70 where the overdue debt is £1,000 or more but less than £10,000; and
- £100 where the overdue debt is £10,000 or more,

or such replacement amounts as may apply under the relevant legislation from time to time.

7.4.4 Invoicing of Late-Payment Amounts

WiderArc Ltd may issue a separate invoice, statement or debit note for any statutory interest, fixed compensation or recovery costs payable under clauses 7.4 and 7.5.

A failure or delay by WiderArc Ltd in issuing such a document or exercising its rights under this clause shall not constitute a waiver of those rights.

7.5 Recovery Costs

Where the statutory fixed sum recoverable under clause 7.4.3 does not meet WiderArc Ltd’s reasonable costs of recovering the overdue debt, the Client shall also pay the difference between that fixed sum and the reasonable recovery costs incurred by WiderArc Ltd, to the extent permitted by the Late Payment of Commercial Debts (Interest) Act 1998.

Reasonable recovery costs may include properly incurred debt-collection, professional, legal, court and enforcement costs.

WiderArc Ltd shall not recover the same cost more than once under this clause or under any separate court order or legal entitlement.

7.6 Suspension

Where payment remains outstanding beyond the agreed payment period, WiderArc Ltd may suspend delivery of the Services until payment has been received in full.

Any resulting delays shall not constitute breach of contract by WiderArc Ltd.

7.7 Disputed Invoices

The Client shall notify WiderArc Ltd of any disputed invoice within seven calendar days of receipt.

Undisputed amounts shall remain payable in accordance with these Terms.

7.8 Payment Administration, Deposits and Set-Off

7.8.1 Client Invoicing Information

The Client shall provide WiderArc Ltd with accurate, complete and current information reasonably required for invoicing and payment administration, including, where applicable:

- the Client’s correct legal and trading name;
- the appropriate billing address;
- the name and contact details of the Client’s accounts payable or finance contact;
- any required Purchase Order or Purchase Order number;
- relevant supplier, cost-centre, project or contract references;
- details of any required electronic invoicing or procurement portal;
- any invoice-submission instructions; and
- any other material invoicing requirements expressly agreed between the Parties.

The Client shall provide this information promptly and, where reasonably practicable, before commencement of the relevant Services. The Client shall notify WiderArc Ltd without unreasonable delay of any change to that information.

WiderArc Ltd shall be entitled to rely upon invoicing and payment information supplied by the Client. WiderArc Ltd shall not be responsible for any payment delay caused by inaccurate, incomplete or outdated information supplied by the Client.

7.8.2 Purchase Orders and Internal Payment Procedures

Where the Client requires a Purchase Order, supplier number, internal approval, invoice reference, portal submission or other administrative requirement, the Client shall complete the relevant process and provide the required information in sufficient time to enable WiderArc Ltd to issue a compliant invoice.

Where the Agreement has been formed in accordance with clause 2.2 and the relevant Services or Deliverables have been instructed, authorised, received, used or accepted by the Client, the Client's failure or delay in:

- issuing a Purchase Order;
- providing or quoting a Purchase Order number;
- completing supplier onboarding;
- obtaining internal financial or procurement approval;
- providing a billing or invoice reference;
- granting access to an invoicing portal; or
- completing any other internal administrative procedure,

shall not, by itself, invalidate an invoice, extend the payment period under clause 7.2 or excuse or delay the Client's obligation to make payment.

A minor administrative omission shall not suspend the Client's payment obligation where the invoice contains sufficient information to identify the Client, the relevant Services, the amount payable and the applicable engagement. WiderArc Ltd shall nevertheless provide reasonable assistance to correct any genuine administrative error or omission.

Nothing in this clause shall relieve WiderArc Ltd from complying with any material invoicing requirement expressly set out in a Signed Contract, Statement of Work, Proposal, framework agreement, call-off contract or other procurement terms that apply in accordance with clauses 2.4 and 2.5.

7.8.3 Deposits and Advance Payments

WiderArc Ltd may require the Client to pay a deposit or other advance payment as:

- a condition of WiderArc Ltd accepting an engagement;
- a condition of reserving Consultant Personnel, workshop dates, venues or other resources;
- a condition of commencing the Services; or
- otherwise specified in the applicable Proposal or Statement of Work.

The amount of any deposit, its payment date and the purpose for which it is required shall be stated in the applicable Proposal, Statement of Work or other written agreement.

Unless otherwise expressly stated, a deposit shall:

- be payable before WiderArc Ltd is required to commence the relevant Services or reserve the relevant dates or resources;

- be treated as part-payment of the Fees and credited against the final amount payable under the relevant Statement of Work;
- be exclusive of VAT, which shall be payable at the applicable rate; and
- not entitle the Client to any preferential ownership, licence or use of Deliverables before all applicable Fees have been paid.

WiderArc Ltd shall not be obliged to commence the Services, reserve dates or commit resources until any required deposit has been received in cleared funds. Any delay in payment of a deposit may result in the proposed commencement date or reserved dates being released or revised without WiderArc Ltd being in breach of the Agreement.

7.8.4 Refundability of Deposits

Unless the applicable Proposal or Statement of Work expressly provides otherwise, a deposit shall be non-refundable where:

- the Client cancels or postpones the Services;
- the Client terminates the relevant Statement of Work other than as a result of an unremedied material breach by WiderArc Ltd;
- the Client fails to provide information, access, approvals or cooperation reasonably required for delivery;
- the Client fails to pay an amount when due; or
- WiderArc Ltd terminates or cancels the engagement as a result of the Client's breach.

Any deposit retained under this clause shall be applied towards:

- Fees for Services already performed;
- preparation work already undertaken;
- Consultant Personnel or resources reserved for the Client;
- committed or non-refundable expenses;
- cancellation or postponement charges payable under clause 17; and
- other amounts properly due under the Agreement.

WiderArc Ltd shall not recover the same loss or amount more than once. Any deposit retained shall therefore be credited against cancellation charges or other amounts payable under clause 17.

Where WiderArc Ltd cancels the Services for reasons other than the Client's breach, the treatment of any deposit shall be governed by clause 17.4. Any amount paid in respect of Services not delivered shall be refunded, subject to the deduction of non-refundable costs already reasonably and properly incurred.

Where the Client validly terminates the Agreement because of a material breach by WiderArc Ltd that has not been remedied in accordance with clause 18.1, WiderArc Ltd shall refund any portion of the deposit attributable to Services not provided, after deducting any Fees and properly incurred costs relating to Services already performed.

7.8.5 Staged and Milestone Payments

WiderArc Ltd may require the Fees to be paid in stages, by instalments or upon completion of specified milestones, where this is stated in the applicable Proposal or Statement of Work.

A staged-payment schedule may include payments:

- upon acceptance of the Proposal or Statement of Work;
- before commencement of the Services;
- at specified dates or intervals;
- upon completion of agreed project stages or milestones;
- before delivery of final Deliverables; or
- upon completion of the Services.

Unless otherwise agreed in writing, each staged or milestone payment shall be separately invoiced and payable in accordance with clause 7.2.

Where a payment is linked to a milestone, the Client shall not unreasonably delay or withhold confirmation that the milestone has been achieved. A milestone shall be treated as achieved where WiderArc Ltd has substantially completed the relevant work and any outstanding matter is minor, administrative or caused by the Client's delay, omission or failure to provide information, access, feedback or approval.

The Client shall pay each undisputed staged or milestone payment when due. A dispute relating to one stage or invoice shall not entitle the Client to withhold payment of any other undisputed amount.

WiderArc Ltd may suspend progression to a subsequent stage or withhold final Deliverables where a deposit, staged payment or milestone payment remains overdue, in accordance with clause 7.6.

7.8.6 Set-Off and Withholding

Except where required by law or expressly agreed in writing by WiderArc Ltd, the Client shall pay all amounts due under the Agreement in full without:

- deduction;
- withholding;
- counterclaim;
- abatement; or
- set-off.

The Client shall not withhold payment because it asserts a claim against WiderArc Ltd that is unrelated to the invoice concerned.

Where the Client disputes part of an invoice, clause 7.7 shall apply and the Client shall pay the undisputed amount by the applicable payment due date.

8. Variations and Change Requests

8.1 Scope Control

WiderArc Ltd recognises that consultancy projects may evolve as organisational needs develop. However, any work undertaken outside the agreed scope of a Statement of Work shall be treated as a variation.

A variation may include:

- additional consultancy days;
- additional workshops or training sessions;
- additional stakeholder interviews;
- expanded research requirements;
- additional reports or deliverables;
- significant amendments to agreed objectives;
- changes to project timelines caused by Client requirements.

8.2 Request for Variation

Either Party may request a change to the Services by providing written notice.

The request should include, where reasonably possible:

- the nature of the proposed change;
- reasons for the change;
- impact on deliverables;
- impact on timescales;
- impact on Fees.

8.3 Assessment of Changes

Upon receiving a variation request, WiderArc Ltd shall assess:

- whether the requested change is achievable;
- additional resources required;
- revised delivery dates;
- additional costs.

WiderArc Ltd shall provide written confirmation of any revised arrangements before commencing additional work.

8.4 Approval of Variations

No additional work shall be undertaken unless the Client has approved the variation in writing, which may include email confirmation from an authorised Client representative

confirming the scope, cost and timescale impact set out in WiderArc Ltd's assessment under *clause 8.3*.

8.5 Client-Caused Changes and Delays

8.5.1 Client-Caused Delay

A Client-caused delay arises where the delivery of the Services is delayed, interrupted or made more costly as a result of any act or omission of the Client, including:

- failure to provide information, documents, access, instructions or approvals when reasonably required;
- failure to make relevant personnel, stakeholders, premises, systems or facilities available;
- inaccurate, incomplete or misleading information supplied by or on behalf of the Client;
- delay in making decisions or providing feedback;
- changes to the Client's requirements, priorities, personnel or internal arrangements;
- cancellation or postponement of meetings, workshops, interviews or delivery dates;
- failure to complete required procurement, onboarding or administrative processes; or
- any other failure by the Client to comply with its responsibilities under clause 5 or the applicable Statement of Work.

8.5.2 Notice of Delay

Where WiderArc Ltd becomes aware of a Client-caused delay, it shall notify the Client as soon as reasonably practicable.

The notice shall, where reasonably possible, identify:

- the cause of the delay;
- the affected Services, Deliverables or milestones;
- any information, approval or action required from the Client;
- the date by which that action should be completed;
- the anticipated effect on Fees, expenses and delivery dates; and
- any steps WiderArc Ltd proposes to take under this clause.

A failure to provide immediate notice shall not prevent WiderArc Ltd from exercising its rights under this clause where the effect or extent of the delay was not reasonably apparent at the time it arose.

8.5.3 Revision of Delivery Dates

WiderArc Ltd may revise any affected timetable, milestone or completion date to reflect the period and consequences of a Client-caused delay.

WiderArc Ltd may release or move dates previously reserved for the Client where:

- the Client is unable to proceed on the agreed date;
- the Client has not provided information, access, approval or payment required for the Services to proceed; or
- retaining the reserved date would unreasonably prevent WiderArc Ltd from accepting or delivering other work.

Any replacement date shall be subject to the availability of WiderArc Ltd and the relevant Consultant Personnel. WiderArc Ltd shall not be required to preserve the original delivery sequence or provide an alternative date within the original timetable where this is no longer reasonably practicable.

A resulting revision to the timetable shall not constitute a breach of the Agreement by WiderArc Ltd.

8.5.4 Completed Work and Costs Incurred

Where a Client-caused delay occurs, WiderArc Ltd may invoice the Client for:

- Services completed up to the date of the delay;
- time properly spent in preparing for or delivering the affected Services;
- completed or substantially completed project stages or milestones;
- Deliverables already prepared, whether or not yet formally issued;
- expenses properly incurred;
- non-refundable or committed third-party costs; and
- any other amount that has become payable under the applicable Statement of Work.

Invoices issued under this clause shall be payable in accordance with clause 7.

8.5.5 Reserved and Idle Time

Where Consultant Personnel, workshop dates, facilities or other resources have been reserved for the Client and cannot reasonably be redeployed because of a Client-caused delay, WiderArc Ltd may charge for the resulting reserved or idle time.

Any charge under this clause shall:

- be calculated using the applicable hourly, daily, workshop or other rate stated in the Proposal or Statement of Work;
- not exceed the amount that would have been payable for the affected scheduled Services;
- apply only to time or resources that WiderArc Ltd cannot reasonably reallocate;
- take account of any cost or loss reasonably avoided by WiderArc Ltd; and
- be reduced by any amount recovered through alternative paid work undertaken during the same reserved period.

WiderArc Ltd shall take reasonable steps to mitigate reserved-time losses but shall not be required to accept unsuitable replacement work or work offered on materially less favourable terms.

Any reserved-time charge shall be credited against a cancellation or postponement charge relating to the same period, so that WiderArc Ltd does not recover the same loss more than once.

8.5.6 Reliance on Assumptions

Where the Client does not provide required information, instructions, approvals or decisions by the date reasonably specified by WiderArc Ltd, WiderArc Ltd may proceed by relying on:

- assumptions expressly identified in the Proposal or Statement of Work;
- information previously provided by the Client;
- the Client's existing policies, documents, systems or working practices; or
- reasonable assumptions notified to the Client in writing.

WiderArc Ltd shall not be responsible for any inaccuracy, omission, delay or additional work arising from an assumption made reasonably under this clause, except to the extent caused by WiderArc Ltd's failure to exercise reasonable skill and care.

Where information subsequently supplied by the Client requires WiderArc Ltd to revise work undertaken in reliance on an agreed or reasonable assumption, that revision shall constitute additional work or a variation under this clause 8 and may result in revised Fees and delivery dates.

8.5.7 Prolonged Delay and Deemed Client Cancellation

Where a Client-caused delay continues for more than 30 calendar days after WiderArc Ltd gives notice under clause 8.5.2, WiderArc Ltd may, by written notice to the Client:

- continue to suspend the affected Services;
- release all reserved delivery dates and resources;
- require the Parties to agree a revised Statement of Work, timetable or Fees before delivery resumes; or
- treat the remaining affected Services as cancelled or postponed by the Client.

Where WiderArc Ltd treats the remaining Services as cancelled or postponed, clause 17 shall apply.

If the affected Services have already commenced, any cancellation charge shall apply only to the remaining scheduled Services, preparation work, reserved time and committed costs affected by the delay. WiderArc Ltd shall give credit for Fees already paid, costs avoided and resources successfully reallocated.

8.5.8 Termination Following Extended Delay

Where a Client-caused delay continues for more than 60 calendar days after WiderArc Ltd gives notice under clause 8.5.2, WiderArc Ltd may terminate the affected Statement of Work by giving the Client not less than five Business Days' written notice.

WiderArc Ltd may withdraw the termination notice where the Client remedies the cause of the delay before the notice expires and WiderArc Ltd is reasonably able to resume the Services.

Upon termination under this clause:

- the Client shall pay all outstanding Fees, expenses, reserved-time charges and other amounts properly due;
- WiderArc Ltd shall be paid for Services performed and costs reasonably incurred up to the termination date;
- any deposit or advance payment shall be dealt with in accordance with clause 7.8;
- the consequences of termination set out in clause 18.3 shall apply; and
- termination shall not affect any right or liability accrued before the termination date.

8.5.9 No Double Recovery

WiderArc Ltd shall not recover the same Fee, cost or loss more than once under this clause, clause 7.8, clause 17 or any other provision of the Agreement.

9. Deliverables

9.1 Delivery of Outputs

WiderArc Ltd shall provide the Deliverables identified within the relevant Statement of Work.

Deliverables may include:

- consultancy reports;
- organisational assessments;
- training materials;
- workshop resources;
- presentations;
- recommendations;
- action plans;
- evaluation reports;
- strategic documents;
- briefing materials.

9.2 Quality Standards

WiderArc Ltd shall use reasonable skill and care to ensure Deliverables are:

- professionally prepared;
- relevant to the agreed objectives;

- based upon information available during delivery;
- prepared with reasonable skill and care, having regard to the intended purpose stated in the Statement of Work.

9.3 Client Review

9.3.1 Review Period

Where a Deliverable is submitted to the Client for review, the Client shall review it and provide the response required by clause 9.3.2 within 10 Business Days beginning on the first Business Day following receipt of the Deliverable, unless a different review period is expressly stated in the applicable Statement of Work.

Where a Deliverable is particularly substantial, technically complex or expressly requires approval through a specified Client governance process, the Statement of Work may provide for a review period of up to 15 Business Days or such other period as the Parties agree in writing.

9.3.2 Client Response

Within the applicable review period, the Client shall provide WiderArc Ltd with one consolidated written response, issued by the Client's authorised project lead, confirming either that:

- the Deliverable is accepted; or
- the Deliverable is not accepted because it materially fails to comply with the agreed scope, acceptance criteria or other relevant requirements of the Statement of Work.

Any notice of non-acceptance shall:

- identify the relevant requirement or acceptance criterion that has not been met;
- describe the alleged deficiency with reasonable detail;
- include any relevant evidence or examples; and
- distinguish required corrections from preferences, enhancements or requests for additional work.

Comments based solely on a change in the Client's preferences, requirements or intended use of the Deliverable shall not constitute grounds for non-acceptance and shall instead be treated as a variation or request for additional work under clause 8.

9.3.3 Extension of Review Period

The Client may request one extension of up to five Business Days where additional time is reasonably required to coordinate internal stakeholder, governance or approval processes.

Any extension request must:

- be made in writing before the original review period expires;

- explain why the additional time is required; and
- specify the date by which the Client will provide its consolidated response.

WiderArc Ltd shall not unreasonably withhold agreement to such a request. Any longer extension shall require the written agreement of both Parties and may result in revised delivery dates, resource availability or Fees in accordance with clause 8.5.

9.3.4 Failure to Respond

Where the Client does not provide a compliant written response within the applicable review period, including any agreed extension, the Deliverable shall be deemed accepted on expiry of that period.

Following deemed acceptance, WiderArc Ltd may:

- treat the relevant Deliverable or project milestone as completed;
- issue the Deliverable in final form;
- proceed to the next stage of the Services;
- invoice any Fees linked to completion or acceptance of the Deliverable; and
- release any resources that had been reserved for revisions or further work.

Any resulting delay to the Services caused by the Client's failure to provide timely feedback shall be treated as a Client-caused delay under clause 8.5.

9.3.5 Use of Deliverables

A Deliverable shall also be treated as accepted where the Client, other than solely for internal review purposes:

- implements or acts upon the Deliverable;
- publishes or distributes it;
- presents it to its governing body, commissioners, employees, service users or other stakeholders as a completed Deliverable;
- incorporates it into the Client's policies, plans, training or operational arrangements; or
- otherwise uses or relies upon it in the ordinary course of its activities.

9.3.6 Correction and Re-Review

Where the Client validly identifies a material failure to meet the agreed scope or acceptance criteria, WiderArc Ltd shall use reasonable endeavours to correct that failure within a reasonable period, taking account of its nature and complexity.

Following resubmission, the Client shall have five Business Days to confirm whether the identified failure has been corrected.

The re-review shall be limited to the matters identified in the Client's original notice of non-acceptance. Any new requirement, comment or requested amendment that was not included

in that notice shall be treated as a variation under clause 8 unless it concerns a material deficiency that could not reasonably have been identified during the original review.

If the Client does not respond within the five-Business-Day re-review period, the revised Deliverable shall be deemed accepted.

9.3.7 Effect on Payment

The Client review process shall not extend any applicable invoice due date or entitle the Client to withhold payment of undisputed Fees.

Where payment is expressly linked to acceptance of a Deliverable or achievement of a milestone, express or deemed acceptance under this clause shall satisfy that payment condition.

9.4 Statement of Work (SoW) Content

The applicable Statement of Work shall specify the review, revision and acceptance arrangements for each Deliverable, including:

- the period within which the Client must review the Deliverable and provide feedback;
- the number of revision rounds included within the agreed Fees;
- the person or role authorised to provide feedback and acceptance on behalf of the Client;
- any project-specific acceptance criteria; and
- any different arrangements applicable to particular Deliverables.

Unless the applicable Statement of Work expressly provides otherwise, the following arrangements shall apply:

(a) Review period

The Client shall review each Deliverable and provide its feedback within 10 Business Days beginning on the first Business Day following receipt of the Deliverable.

(b) Included revisions

The agreed Fees shall include one reasonable round of revisions to each Deliverable, provided that the requested revisions:

- arise from feedback supplied within the applicable review period;
- are consistent with the agreed scope, objectives and acceptance criteria;
- do not materially change the nature, format or intended use of the Deliverable; and
- are provided as one consolidated set of written feedback.

Any additional revision round may be treated as additional work and charged in accordance with clause 8.

(c) Consolidated feedback

The Client shall coordinate its internal review process and provide WiderArc Ltd with one complete and consolidated set of written feedback through the Client's authorised project lead.

WiderArc Ltd shall not be required to respond separately to conflicting, duplicated or successive comments from different Client stakeholders. Feedback supplied after the consolidated response may be treated as an additional revision request or variation under clause 8.

(d) Errors and changes in preference or scope

For the purposes of this clause, an error means:

- a material factual or technical inaccuracy introduced by WiderArc Ltd;
- a material omission from the expressly agreed scope;
- a failure to meet an applicable acceptance criterion; or
- a material failure to provide the Deliverable in accordance with the applicable Statement of Work.

An error does not include:

- a change in the Client's preference, opinion, priorities or intended approach;
- a requirement that was not included in the agreed scope;
- comments arising from a new or previously uninvolved stakeholder;
- a request for additional analysis, research, content or supporting materials;
- a change to the agreed format, audience, purpose or intended use of the Deliverable; or
- revisions made necessary by inaccurate, incomplete or subsequently changed information supplied by the Client.

Any such request shall constitute a change in preference or scope and may be treated as a variation or additional work under clause 8, with corresponding changes to Fees and delivery timescales.

(e) Deemed acceptance

Where the Client does not provide a consolidated written response within the applicable review period, the Deliverable shall be deemed accepted upon expiry of that period.

Following deemed acceptance, WiderArc Ltd may:

- treat the relevant Deliverable or milestone as completed;
- issue the Deliverable in final form;
- proceed to the next stage of the Services;
- invoice any Fees linked to completion or acceptance; and
- release resources reserved for revisions or further work.

Any feedback subsequently provided may be treated as an additional revision request or variation under clause 8.

(f) Minor defects

A minor defect, typographical error, formatting issue or other immaterial discrepancy that does not substantially affect the content, accuracy, usability or intended purpose of a Deliverable shall not:

- entitle the Client to reject the Deliverable;
- prevent or delay acceptance;
- suspend or extend any payment obligation;
- require the entire Deliverable to be resubmitted; or
- restart the applicable review period.

WiderArc Ltd shall correct any properly identified minor defect within a reasonable period, which may include incorporating the correction into the final version or next scheduled revision.

(g) Use before formal acceptance

A Deliverable shall be treated as accepted where, before providing formal written acceptance, the Client:

- implements or acts upon it;
- publishes or distributes it other than solely for internal review;
- presents it as a completed Deliverable to employees, governing bodies, commissioners, service users or other stakeholders;
- incorporates it into any policy, strategy, training programme, report or operational process; or
- otherwise uses or relies upon it for its intended organisational purpose.

Circulation solely to relevant Client personnel for the purpose of review and approval shall not, by itself, constitute acceptance.

9.5 Acceptance

A Deliverable shall be accepted where:

- the Client expressly confirms acceptance in writing;
- it is deemed accepted under clause 9.3;
- the Client uses or relies upon it in the circumstances described in clause 9.3.5; or
- any other acceptance condition stated in the applicable Statement of Work has been satisfied.

Acceptance confirms that the Deliverable materially complies with the agreed scope and any applicable acceptance criteria. Acceptance shall not affect the Client’s obligation to pay all Fees due and shall not grant any licence to use the Deliverable in advance of the licence taking effect under clause 10.3.

9.6 Limitations

WiderArc Ltd does not guarantee that recommendations, strategies or organisational interventions will achieve specific outcomes, as implementation and outcomes depend upon factors outside WiderArc Ltd's control, including:

- leadership decisions;
- organisational culture;
- available resources;
- employee engagement;
- implementation quality.

9.7 Third-Party Reliance

The Services and Deliverables are prepared solely for:

- the Client;
- the purpose described in the applicable Statement of Work; and
- the circumstances and information available during the relevant engagement.

Except where WiderArc Ltd expressly agrees otherwise in writing:

- no person other than the Client may rely upon any Service, Deliverable, draft, recommendation or other output;
- WiderArc Ltd does not assume or owe any duty of care, contractual responsibility or other liability to any third party;
- the Client shall not represent that WiderArc Ltd has accepted responsibility to any third party; and
- any third party receiving a Deliverable does so on the basis that it must obtain its own professional advice before acting upon it.

Permission to share a Deliverable under clause 10.3 does not, by itself, authorise reliance by the recipient or create any responsibility on the part of WiderArc Ltd to that recipient.

WiderArc Ltd may agree to permit reliance by a specified third party through a separate reliance letter, Statement of Work or other written agreement, which may include additional Fees, limitations and conditions.

9.8 No Continuing Duty to Update

The Services, Deliverables and recommendations shall be based upon:

- the information made available to WiderArc Ltd;
- the Client’s circumstances and stated objectives;
- Applicable Law, guidance and professional practice; and
- other relevant conditions,

as they exist at the time the relevant Service or Deliverable is provided.

Except where ongoing monitoring, review or updating is expressly included within the applicable Statement of Work, WiderArc Ltd shall have no obligation after completion or acceptance of the relevant Services to:

- monitor subsequent events or changes;
- identify changes in legislation, regulation, guidance, evidence, technology, personnel or organisational circumstances;
- notify the Client that advice or recommendations may have become outdated; or
- revise, update or reissue a Deliverable.

Any subsequent review or update requested by the Client shall constitute additional work and may require a new Statement of Work or an agreed variation.

This clause does not affect WiderArc Ltd's obligation to correct a material error validly identified under clause 9.3.6.

10. Intellectual Property Rights

10.1 Pre-Existing Intellectual Property

Each Party shall retain ownership of all Intellectual Property Rights owned, developed or acquired by it independently of the Services, including any materials, data, systems, branding, methodologies or content supplied for the purposes of the engagement.

Nothing in this Agreement transfers ownership of either Party's pre-existing Intellectual Property Rights unless expressly agreed in writing.

10.2 WiderArc Background IP

WiderArc Ltd shall retain ownership of all Intellectual Property Rights in its pre-existing or generically applicable:

- methodologies and consultancy frameworks;
- templates and models;
- diagnostic and assessment tools;
- training structures and exercises;
- processes and working methods;
- know-how and professional expertise; and
- other materials developed independently of, or capable of use beyond, the Client's engagement,

together referred to as *Background IP.*

WiderArc Ltd shall also retain ownership of Background IP where it is incorporated into, adapted for or used to produce a Deliverable.

10.3 Client Deliverables and Licence

Subject to clause 10.2 and payment of all Fees due, WiderArc Ltd grants the Client a perpetual, worldwide, royalty-free, non-exclusive licence to use, reproduce and internally distribute Deliverables created specifically for the Client for its internal organisational, governance, operational and regulatory purposes.

The Client may share Deliverables with its:

- governing bodies and committees;
- employees and authorised representatives;
- partner organisations;
- commissioners and funders;
- regulators and auditors;
- professional advisers; and
- other stakeholders where reasonably necessary for the purpose of the engagement or the Client's legal, regulatory, governance or accountability obligations.

The Client shall ensure that any recipient is informed of applicable confidentiality, intellectual property and use restrictions. Sharing a Deliverable under this clause shall not transfer ownership of it or permit the recipient to commercially exploit it.

The licence includes the right to use Background IP embedded within a Deliverable as part of that Deliverable but does not permit the Background IP to be separately extracted or exploited.

10.4 Adaptation of Project-Specific Materials

The Client may copy, edit and adapt elements of a Deliverable created specifically for the Client where reasonably necessary for its internal organisational purposes.

The Client shall not, without WiderArc Ltd's prior written consent:

- separately adapt, extract or reproduce WiderArc Ltd's Background IP;
- use adapted materials to provide commercial consultancy, training or other services to third parties;
- represent a materially adapted version as having been prepared or approved by WiderArc Ltd; or
- remove any copyright or proprietary notice identifying WiderArc Ltd's ownership.

Where the Client adapts a Deliverable without WiderArc Ltd's involvement, WiderArc Ltd shall not be responsible for the accuracy, suitability or consequences of the adapted material to the extent affected by the Client's changes.

10.5 Workshop and Training Materials

The Client may provide relevant workshop and training materials to individuals attending the applicable session.

Attendees may use those materials for:

- participation in the relevant workshop or training;
- their personal professional development; and
- their work within the Client's organisation.

Unless expressly authorised in the Statement of Work, attendees shall not reproduce or distribute the materials externally, sell them, publish them online or use them to deliver training or consultancy services to others.

Where the Services include a train-the-trainer arrangement or a licence for repeated internal delivery, the permitted number of users, sessions, facilitators and reproductions shall be specified in the Statement of Work.

10.6 Client Materials and Data

The Client and its licensors shall retain ownership of all Intellectual Property Rights in information, data, documents, branding, policies, content and other materials supplied by or on behalf of the Client, together referred to as *Client Materials.*

The Client grants WiderArc Ltd a non-exclusive, royalty-free licence to access, copy, adapt and use Client Materials only to the extent reasonably necessary to:

- provide the Services;
- prepare the Deliverables;
- comply with the Agreement; and
- maintain reasonable project, insurance and legal records.

The Client warrants that:

- it owns the Client Materials or has obtained all rights, licences, permissions, approvals and lawful authority necessary to provide them to WiderArc Ltd;
- WiderArc Ltd's receipt, possession, adaptation and use of the Client Materials for the purposes contemplated by the Agreement will not infringe any third-party Intellectual Property Rights;
- the Client Materials and the Client's instructions concerning them do not breach any duty of confidence, contractual restriction, privacy right, data protection obligation or Applicable Law;
- all individuals whose information, image, contribution or work is contained in the Client Materials have been given any information and have provided any permissions or consents required by Applicable Law; and
- it shall notify WiderArc Ltd without unreasonable delay if it becomes aware of any actual or threatened claim concerning the Client Materials.

WiderArc Ltd's handling of personal data and Confidential Information contained in Client Materials shall remain subject to clauses 11 and 12 and any applicable Data Processing Agreement.

10.7 Collaboratively Developed Materials

Where the Parties collaborate in developing a Deliverable:

- each Party shall retain ownership of the materials and Intellectual Property Rights it contributed;
- WiderArc Ltd shall retain ownership of its Background IP and of the structure, methodology and consultancy content created by WiderArc Ltd;
- the Client shall retain ownership of Client Materials and Client-specific information contributed by it; and
- the completed Deliverable shall be licensed to the Client in accordance with clause 10.3.

To the extent that the Client or its personnel acquire Intellectual Property Rights in an inseparable collaboratively developed element, the Client grants WiderArc Ltd a perpetual, worldwide, royalty-free, non-exclusive licence to use that element for the purpose of providing, maintaining and evidencing the Services and exercising its rights under clause 10.8.

Any different ownership or assignment arrangement must be expressly stated in the applicable Statement of Work.

10.8 WiderArc Reuse of Knowledge and Experience

Nothing in this Agreement shall prevent WiderArc Ltd from using or developing:

- general professional knowledge, skills and experience;
- consultancy methods and approaches;
- non-identifying ideas, concepts and learning;
- generic templates or frameworks;
- anonymised and aggregated insights; and
- improvements to WiderArc Ltd's services and working practices,

arising from or developed during the engagement.

WiderArc Ltd shall not exercise these rights in a manner that discloses the Client's Confidential Information, personal data, branding or identifiable Client-specific content, or enables the Client or any individual to be reasonably identified without permission.

10.9 Restrictions

Except as expressly permitted under this clause or agreed in writing, the Client shall not:

- sell, license or commercially exploit WiderArc Ltd materials;
- make WiderArc Ltd materials available as a standalone product or service;
- use WiderArc Ltd materials to provide consultancy or training to unrelated third parties;
- extract or independently reproduce Background IP;

- remove copyright, attribution or proprietary notices;
- present WiderArc Ltd's Intellectual Property Rights as belonging to the Client; or
- permit another person to undertake any prohibited activity.

Nothing in this clause restricts disclosures required by Applicable Law, including applicable freedom of information, regulatory or audit obligations.

10.10 Client Branding

The Client grants WiderArc Ltd a limited, non-exclusive, royalty-free licence to use the Client's name, logo and other approved brand assets where reasonably necessary to prepare the Deliverables or provide the Services.

WiderArc Ltd shall comply with any brand guidelines supplied by the Client and shall not materially alter the Client's branding without permission.

This permission does not authorise WiderArc Ltd to use the Client's branding publicly or imply the Client's endorsement of WiderArc Ltd.

10.11 Publicity, Case Studies and Testimonials

WiderArc Ltd shall not use the Client's name, logo, testimonial or identifiable details in marketing materials, case studies, award submissions, websites, social media or other publicity without the Client's prior written approval.

Any approved case study or testimonial shall be used only in the form and context approved by the Client. WiderArc Ltd may refer in general and non-identifying terms to its experience within a sector or the general nature of Services provided, provided that the Client and relevant individuals cannot reasonably be identified.

Nothing in this clause requires the Client to provide a testimonial, endorsement or permission for publicity.

10.12 Third-Party Materials

Where a Deliverable contains third-party materials, those materials shall remain subject to their applicable license terms and so WiderArc will notify the Client of material restrictions.

11. Confidentiality

11.1 Confidential Information

Each Party agrees to protect confidential information received from the other Party.

Confidential Information includes:

- organisational strategies;
- workforce information;
- employee data;
- financial information;
- operational information;
- research findings;
- business plans;
- unpublished policies; or
- commercially sensitive information.

Confidential information excludes information that:

- is already lawfully known to the recipient;
- becomes public information without breach;
- is independently developed;
- is lawfully received from a third party; or
- is approved for release by the disclosing Party.

11.2 Confidentiality Obligations

Each Party shall:

- keep Confidential Information secure;
- only use information for purposes connected with this Agreement;
- restrict access to its employees, directors, associates, subcontractors, insurers and professional advisers who need the information for those purposes;
- ensure that each permitted recipient is subject to confidentiality obligations or professional duties of confidentiality; and
- remain responsible for any breach of this clause by its permitted recipients as if the breach had been committed by that Party.

11.3 Permitted and Required Disclosure

A Party may disclose the other Party's Confidential Information:

- to its employees, directors, associates, subcontractors, insurers and professional advisers who need to know the information for purposes connected with this Agreement and who are subject to appropriate confidentiality obligations;
- where disclosure is required by applicable law, a court of competent jurisdiction or a regulatory, governmental or professional authority; or
- where the other Party has given prior written consent.

Where legally permitted, the receiving Party shall give the disclosing Party reasonable advance notice of any legally required disclosure and shall take reasonable account of the disclosing Party's representations concerning the timing, content and manner of disclosure.

Disclosure by a public-sector Client under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 shall be dealt with in accordance with clause 11.4.

11.4 Public Sector Clients

Where the Client is subject to the Freedom of Information Act 2000, WiderArc Ltd acknowledges that information may be subject to disclosure obligations.

The Client shall, where legally permitted, consult WiderArc Ltd before releasing commercially sensitive information.

11.5 Return and Deletion

Upon written request by the disclosing Party, or upon termination or expiry of the relevant Statement of Work, the receiving Party shall, where reasonably practicable, return or securely delete the disclosing Party's Confidential Information in its possession or control.

The receiving Party may retain:

- copies required by applicable law, regulation, professional obligations, insurance requirements or bona fide record-keeping and dispute-resolution purposes; and
- Confidential Information contained in routine electronic backups where it is not reasonably practicable to identify and delete that information separately.

Any retained Confidential Information shall remain subject to the confidentiality obligations in this clause and shall not be accessed or used except for the purpose for which it has been retained or as required by law.

11.6 Duration

Confidentiality obligations shall continue during the Agreement and for five years following termination.

Trade secrets and legally protected information shall remain confidential for so long as they retain that status.

12. Data Protection and UK GDPR

12.1 Compliance and Definitions

Each Party shall comply with the Data Protection Legislation applicable to its Processing of Personal Data under or in connection with the Agreement.

For the purposes of this clause:

- Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 where applicable, the Data (Use and Access) Act 2025 and any legislation replacing, supplementing or amending them;
- Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing, Special Category Personal Data and Criminal Offence Data have the meanings given under Data Protection Legislation; and
- Client Personal Data means Personal Data Processed by WiderArc Ltd on behalf of the Client where the Client acts as Controller and WiderArc Ltd acts as Processor.

12.2 Data Protection Roles

The Parties shall determine their respective roles for each Processing activity according to the actual circumstances of that activity.

Depending upon the Services, the Parties may act as:

- Controller and Processor;
- independent Controllers; or
- Joint Controllers.

The applicable Statement of Work or Data Processing Schedule shall record the intended roles where material Personal Data Processing forms part of the Services.

12.3 Processing by WiderArc Ltd as Processor

Where WiderArc Ltd Processes Client Personal Data on behalf of the Client as Processor, the Processing shall be governed by WiderArc Ltd’s applicable Data Processing Agreement and its completed schedules.

The Data Processing Agreement shall govern, among other matters:

- documented Processing instructions;
- confidentiality and security;
- appointment and replacement of Sub-processors;
- Personal Data Breach notification and cooperation;
- assistance with Data Subject rights, Data Protection Impact Assessments and regulatory obligations;
- audits and compliance information;
- International Transfers; and

- return, deletion and permitted retention of Client Personal Data.

WiderArc Ltd shall not be required to commence material Processor Processing until the applicable Data Processing Agreement and project-specific Processing particulars have been completed or otherwise agreed in writing.

12.4 Project-Specific Processing, Cloud Systems and International Transfers

Where applicable, the Data Processing Schedule incorporated into or attached to the relevant Statement of Work shall specify:

- the subject matter, nature, purpose and duration of the Processing;
- the categories of Personal Data and Data Subjects;
- the Client's documented Processing instructions;
- any Special Category Personal Data, Criminal Offence Data or higher-risk Processing;
- the approved Sub-processors and applicable authorisation model;
- the software, cloud platforms and other systems used for the Processing;
- the principal storage, hosting, Processing and access locations;
- any International Transfers and applicable transfer mechanisms;
- project-specific security requirements;
- return, deletion, retention and backup arrangements; and
- responsibility for privacy notices and participant information.

To the extent that Microsoft 365 or another cloud or business-system provider Processes Client Personal Data on behalf of WiderArc Ltd, that provider shall be treated as a Sub-processor and shall be authorised and recorded in accordance with the applicable Data Processing Agreement.

The relevant Data Processing Schedule shall identify, where applicable:

- the Microsoft 365 or other cloud services used;
- the applicable provider or contracting entity;
- the categories of Client Personal Data involved;
- the tenant geography and available data-location information;
- the principal storage and Processing locations;
- any known overseas access, support or Processing;
- relevant International Transfers and transfer mechanisms; and
- any project-specific configuration or security requirements.

The Parties acknowledge that a provider's data-residency commitment may relate only to specified data stored at rest and does not necessarily mean that all support, diagnostic, operational, security or ancillary Processing occurs exclusively within the same country.

Where Microsoft or another provider independently determines the purposes and essential means of Processing for limited account administration, billing, service management, legal compliance or similar activities, that provider may act as an independent Controller for that Processing under its applicable contractual terms and privacy documentation.

Where WiderArc Ltd acts as Processor, it shall not make or permit a Restricted Transfer of Client Personal Data except:

- on the Client's documented instructions or under its prior specific or general written authorisation;
- in accordance with the applicable Data Processing Agreement;
- where the transfer is covered by an applicable adequacy regulation, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses or another lawful transfer mechanism; and
- following completion of any assessment or additional safeguards required by Data Protection Legislation.

The applicable Statement of Work or Data Processing Schedule shall identify any known overseas Processing associated with Microsoft 365 or another material cloud provider. Where the provider's Processing arrangements materially change during the Services, the Sub-processor notification and objection procedure in the applicable Data Processing Agreement shall apply.

12.5 Controller Responsibilities, Lawful Bases and Sensitive Data

Where either Party acts as Controller for a Processing activity, that Party shall be responsible for complying with the Controller obligations applicable to that activity, including responsibility for:

- identifying and documenting an appropriate lawful basis under Article 6 UK GDPR;
- ensuring that the Processing is lawful, fair and transparent;
- providing the privacy information required by Data Protection Legislation;
- ensuring that Personal Data is adequate, relevant, accurate and limited to what is reasonably necessary;
- determining and documenting appropriate retention periods;
- responding to Data Subject rights requests;
- determining whether a Data Protection Impact Assessment or prior consultation is required; and
- determining whether a Personal Data Breach must be notified to the ICO or communicated to affected Data Subjects.

Where a Party acts as Controller in relation to Special Category Personal Data, that Party shall also be responsible for:

- identifying an applicable Article 9 condition;
- identifying any relevant condition under Schedule 1 of the Data Protection Act 2018;
- maintaining an Appropriate Policy Document where required; and
- implementing safeguards appropriate to the sensitivity and risks of the Processing.

Where a Party acts as Controller in relation to Criminal Offence Data, that Party shall be responsible for ensuring that the Processing complies with Article 10 UK GDPR and the Data Protection Act 2018.

Where the Client acts as Controller and WiderArc Ltd acts solely as Processor, the Client shall remain responsible for the lawful basis, relevant Article 9 or Article 10 conditions,

transparency information and lawfulness of its instructions and of the Client Personal Data supplied to WiderArc Ltd. WiderArc Ltd shall Process that Personal Data only in accordance with the Client's lawful documented instructions and shall not determine the Client's lawful basis or statutory conditions on its behalf.

Where WiderArc Ltd acts as an independent Controller, WiderArc Ltd shall be responsible for identifying and documenting its own lawful basis, statutory conditions and transparency obligations.

12.6 Independent Controllers and Data Sharing

Where WiderArc Ltd determines its own purposes and essential means for a Processing activity, it shall act as an independent Controller and shall comply with its own obligations under Data Protection Legislation and its Privacy Policy.

Where the Parties share Personal Data as independent Controllers, each Party shall remain responsible for its own:

- lawful basis and statutory conditions;
- transparency obligations;
- security and retention;
- International Transfers;
- handling of Data Subject rights; and
- Personal Data Breach obligations.

Where Controller-to-Controller sharing is material, systematic or higher risk, the Parties shall record the relevant arrangements in the Statement of Work, Data Processing Schedule or a separate Data Sharing Agreement.

Where the Parties jointly determine the purposes and means of Processing, they shall enter into an appropriate Joint Controller arrangement where required under Article 26 UK GDPR.

12.7 Security and Personal Data Breaches

Each Party shall implement appropriate technical and organisational measures to protect Personal Data for which it is responsible, taking account of the nature, scope, context and purposes of the Processing and the risks to Data Subjects.

Where WiderArc Ltd acts as Processor, its security and Personal Data Breach obligations shall be governed by the applicable Data Processing Agreement.

Where the Parties act as independent Controllers and a Personal Data Breach materially affects Personal Data shared between them, the affected Party shall notify the other without undue delay and in any event within 24 hours of becoming aware of the breach where notification is reasonably necessary to enable the other Party to comply with its legal obligations.

Each Controller shall remain responsible for determining whether it is required to notify the ICO, affected Data Subjects or any other person.

12.8 Return, Deletion and Retention

Client Personal Data Processed by WiderArc Ltd as Processor shall be returned, deleted or retained in accordance with:

- the Client's documented instructions;
- the applicable Data Processing Agreement;
- the completed Data Processing Schedule; and
- any legal requirement for continued retention.

Personal Data Processed by WiderArc Ltd as an independent Controller may be retained for as long as reasonably necessary for its lawful purposes, including contract administration, accounting, insurance, regulatory compliance, information security and the establishment, exercise or defence of legal claims.

12.9 Order of Precedence

Where there is any inconsistency concerning Client Personal Data Processed by WiderArc Ltd as Processor, the order of precedence in clause 2.4 shall apply.

13. Equality, Diversity and Inclusion

13.1 Commitment

WiderArc Ltd is committed to promoting equality, diversity and inclusion throughout its work.

13.2 Service Delivery

WiderArc Ltd shall seek to ensure that Services:

- promote inclusive practice;
- recognise diverse experiences;
- support equitable participation;
- avoid discriminatory approaches.

13.3 Client Responsibilities

Clients remain responsible for implementing organisational policies, procedures and actions arising from consultancy recommendations.

13.4 Public Sector Duty

Where Clients are public authorities, they remain responsible for compliance with the Public Sector Equality Duty under the Equality Act 2010.

13.5 Accessibility and Reasonable Adjustments

13.5.1 WiderArc Ltd Responsibilities

WiderArc Ltd shall take reasonable steps to:

- consider accessibility when designing Services, Deliverables, training and workshop activities;
- provide materials in reasonably accessible formats where agreed or reasonably required;
- implement reasonable adjustments relating to the content, facilitation methods and materials within WiderArc Ltd's control; and
- take reasonable account of accessibility requirements notified sufficiently in advance.

13.5.2 Client Responsibilities

Unless the applicable Statement of Work expressly provides otherwise, the Client shall be responsible for:

- identifying and communicating the accessibility and reasonable-adjustment requirements of participants;
- providing WiderArc Ltd with only the minimum information reasonably necessary to arrange the relevant adjustment;
- ensuring that any venue selected or provided by the Client is reasonably accessible and suitable for the intended participants;
- ensuring that relevant access routes, seating, toilets, lighting, acoustics, signage, hearing-support facilities and emergency arrangements are appropriate;
- ensuring that any online platform selected or controlled by the Client has appropriate accessibility functionality, permissions and settings; and
- arranging any interpreter, communication support, personal assistance, specialist equipment or other support which the Statement of Work allocates to the Client.

13.5.3 Cooperation and Allocation of Responsibility

The Parties shall cooperate in good faith to identify and implement reasonable adjustments.

Where an adjustment materially affects the agreed scope, delivery method, timetable, resources or third-party costs, the Parties shall record the necessary arrangements in the Statement of Work or an agreed variation.

Nothing in this clause transfers, excludes or limits either Party's own duties under the Equality Act 2010 or other Applicable Law.

14. Professional Standards

14.1 Professional Conduct

WiderArc Ltd shall provide Services professionally, ethically and responsibly.

14.2 Professional Judgment and Excluded Advice

The Services and Deliverables are based upon professional judgment, available evidence and the information supplied by or on behalf of the Client.

Unless expressly stated in the applicable Statement of Work and expressly confirmed by WiderArc Ltd as being provided through an appropriately qualified or authorised professional, the Services and Deliverables do not constitute:

- legal advice;
- tax advice;
- accounting or audit advice;
- an audit, assurance or certification opinion;
- investment, pension or insurance advice;
- regulated financial advice; or
- any other regulated professional service.

WiderArc Ltd may discuss legal, financial, regulatory, governance or compliance matters as part of wider organisational consultancy, but any such discussion is general in nature and is not a substitute for advice from an appropriately qualified legal, financial, tax, accounting or other professional adviser.

The Client should obtain independent professional advice before taking any decision for which such advice is reasonably required.

14.3 Conflicts of Interest

WiderArc Ltd shall manage conflicts of interest in accordance with clause 20 (Conflicts of Interest).

14.4 Ethical Practice

WiderArc Ltd shall not knowingly undertake work that:

- conflicts with legal obligations;
- promotes discriminatory practices;
- compromises professional integrity.

14.5 Training Delivery

Where training is provided, WiderArc Ltd shall:

- prepare content appropriate to the audience;
- encourage respectful participation;
- provide professionally delivered sessions.

The Client remains responsible for participant conduct.

14.6 Continuous Improvement

WiderArc Ltd may seek feedback from Clients to improve service quality and professional practice.

14.7 Safeguarding and Participant Welfare

14.7.1 General Responsibilities

For the purposes of this clause, a Participant means any individual attending, contributing to or otherwise taking part in a workshop, interview, consultation, training session, coaching session, facilitated event or other activity forming part of the Services.

Each Party shall remain responsible for complying with the safeguarding and participant-welfare duties applicable to its own organisation, personnel and activities.

14.7.2 Client Responsibilities

Where the Services involve children, adults at risk or other Participants who may require safeguarding support, the Client shall, before the relevant Services commence:

- inform WiderArc Ltd of the nature of the Participants and any material safeguarding considerations;
- provide any relevant safeguarding policy, code of conduct or reporting procedure;
- identify an appropriate safeguarding lead or other responsible contact;
- ensure that appropriate risk assessments, supervision, permissions, consents and emergency arrangements are in place;
- determine whether any safeguarding checks or eligibility requirements apply to Consultant Personnel and notify WiderArc Ltd in sufficient time; and
- remain responsible for its statutory safeguarding functions and for investigating and managing safeguarding matters within its organisation.

14.7.3 WiderArc Ltd Responsibilities

WiderArc Ltd shall:

- maintain appropriate professional boundaries;
- comply with reasonable safeguarding procedures notified by the Client;

- take reasonable steps to ensure that Consultant Personnel understand the safeguarding arrangements relevant to their role;
- report a safeguarding concern or disclosure to the Client's nominated safeguarding contact without unreasonable delay, where appropriate and lawful; and
- cooperate reasonably with any lawful safeguarding process relating to the Services.

Unless expressly commissioned to do so, WiderArc Ltd shall not be responsible for conducting a formal safeguarding investigation or determining the outcome of a safeguarding allegation.

14.7.4 Immediate Welfare Concerns

Where WiderArc Ltd reasonably believes that a person faces an immediate risk of serious harm, WiderArc Ltd may take reasonable and proportionate action, including:

- pausing or ending the affected activity;
- contacting the Client's safeguarding or emergency contact;
- contacting emergency services or another appropriate authority; or
- declining to continue the Services until appropriate safeguards are in place.

WiderArc Ltd may also require a Participant to cease disruptive, threatening, abusive, discriminatory or unsafe conduct and may remove or require the Client to remove that Participant from the relevant activity where reasonably necessary to protect others.

14.7.5 Nature of Services

Unless expressly stated in the Statement of Work, the Services do not constitute clinical, medical, therapeutic, counselling, social-work, crisis-intervention or safeguarding case-management services.

14.8 Recording, Photography and Transcription

14.8.1 Prior Agreement

Neither Party shall, and the Client shall use reasonable efforts to ensure that Participants do not:

- make an audio or video recording;
- photograph Participants or Consultant Personnel;
- take screenshots containing identifiable individuals or Confidential Information;
- livestream or broadcast any part of the Services;
- use an automated meeting assistant, recording bot or transcription service which creates or retains a record; or
- otherwise capture or reproduce a live workshop, interview, meeting, coaching session or facilitated activity,

unless the arrangements have been agreed in writing in advance.

Accessibility functions which do not create or retain a recording, such as non-retained live captions, may be used where reasonably required, subject to reasonable notice where practicable.

14.8.2 Responsibility for Recording Arrangements

Where the Client makes or commissions a recording, photograph or transcription, the Client shall be responsible for:

- establishing an appropriate lawful basis;
- providing all required privacy and participant information;
- obtaining any permissions or consents required by Applicable Law;
- providing a reasonable method for Participants to raise concerns or opt out where appropriate;
- ensuring that the recording is stored, accessed, retained and deleted securely; and
- ensuring that the recording is used only for the agreed purpose.

Where WiderArc Ltd makes or commissions the recording, WiderArc Ltd shall have the corresponding responsibilities.

14.8.3 Confidential or Sensitive Activities

WiderArc Ltd may refuse to permit recording or photography where it reasonably considers that this may:

- inhibit open or safe participation;
- capture Special Category Personal Data, safeguarding information or other sensitive material;
- disclose Confidential Information;
- create a material data protection or security risk;
- infringe Intellectual Property Rights; or
- be inconsistent with the nature or objectives of the Services.

14.8.4 Intellectual Property and Publicity

Permission to record, photograph or transcribe an activity does not:

- transfer ownership of any Intellectual Property Rights;
- extend the Client's licence beyond the rights granted under clause 10;
- permit the Client or any Participant to publish, sell or commercially exploit WiderArc Ltd materials; or
- permit public use of WiderArc Ltd's name, branding, Consultant Personnel or identifiable contribution.

Any use for advertising, publicity, social media, case studies, promotional materials or external publication shall require the prior written approval of the identifiable Party and shall remain subject to clauses 10.10 and 10.11.

14.8.5 Unauthorised Recording

Where WiderArc Ltd becomes aware of an unauthorised recording, photograph or transcription, it may require the activity to stop and may request that the relevant material be securely deleted.

15. Limitation of Liability

15.1 General Liability

WiderArc Ltd shall be responsible for losses suffered by the Client arising directly from WiderArc Ltd’s breach of this Agreement, negligence or failure to perform the Services with reasonable skill and care.

Subject to clause 15.6, WiderArc Ltd shall not be liable for losses arising from circumstances outside its reasonable control or for losses that were not reasonably foreseeable when the relevant Statement of Work was entered into.

The Parties acknowledge that the limitations and exclusions of liability set out in this clause 15 are reasonable, having regard to the nature and value of the Services, the Fees payable, the availability and cost of insurance and the allocation of responsibilities between the Parties under the Agreement.

15.2 Excluded Losses

Subject to clause 15.6, WiderArc Ltd shall not be liable for:

- loss of profits;
- loss of revenue;
- loss of anticipated savings;
- loss of business opportunities;
- loss of goodwill;
- loss of reputation;
- indirect or consequential losses;
- loss arising from decisions made by the Client that depart from, or are made independently of, WiderArc Ltd's recommendations.

15.3 Consultancy Outcomes

The Client acknowledges that WiderArc Ltd provides professional advice, guidance and recommendations.

WiderArc Ltd does not guarantee:

- organisational transformation;
- employee behaviour change;
- regulatory outcomes;
- funding outcomes;
- improvements in performance indicators;
- successful implementation of recommendations.

The success of organisational development, culture change and training programmes depends upon factors including leadership commitment, resources, internal communication and implementation by the Client.

15.4 Client Responsibility

The Client remains responsible for:

- decisions taken following receipt of advice;
- implementation of recommendations;
- internal approvals;
- compliance with legislation applicable to its organisation.

WiderArc Ltd shall not be liable for consequences arising from decisions made by the Client except to the extent that the relevant loss was directly caused by WiderArc Ltd's breach of this Agreement or negligence, subject always to the limitations and exclusions in this clause 15

15.5 Liability Cap

Subject to clauses 15.6 and 15.7, WiderArc Ltd's total aggregate liability arising out of or in connection with each Statement of Work, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the total Fees paid or payable under that Statement of Work.

For the avoidance of doubt, this cap applies to all claims arising out of or in connection with the relevant Statement of Work in aggregate and not separately to each claim, event or cause of action.

15.6 Unlimited Liability

Nothing in these Terms shall limit or exclude either Party's liability to the extent that such liability cannot lawfully be excluded or limited, including liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- any other liability which cannot legally be excluded or limited.

15.7 Confidentiality and Data Protection Liability Cap

Subject to clause 15.6, WiderArc Ltd's total aggregate liability arising out of or in connection with:

- breach of the confidentiality obligations under clause 11;
- breach of the data protection obligations under clause 12;
- breach of any Data Processing Agreement entered into between WiderArc Ltd and the Client; and
- acts or omissions of an authorised Sub-processor for which WiderArc Ltd is responsible under applicable Data Protection Legislation,

shall not exceed the greater of:

(a) 200% of the total Fees paid or payable under the relevant Statement of Work during the 12 months preceding the event giving rise to the claim; or

(b) £1,000,000 (one million pounds).

This separate cap shall apply in place of the general liability cap in clause 15.5 in respect of the liabilities listed in this clause 15.7.

Nothing in this clause shall:

- limit or exclude any liability which cannot lawfully be limited or excluded;
- affect any statutory right of a Data Subject under applicable Data Protection Legislation;
- relieve either Party of any regulatory obligation or liability imposed directly upon it; or
- require either Party to indemnify the other in respect of a regulatory fine or penalty except to the extent that such recovery is lawful and has been expressly agreed in writing.

15.8 Application of Liability Caps

15.8.1 Aggregate Caps

Subject to clause 15.6, the liability cap in clause 15.5 is a total aggregate cap applying to all claims arising out of or in connection with the relevant Statement of Work, regardless of whether those claims arise in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

The cap applies collectively to all claims under the relevant Statement of Work and not separately to each claim, event, breach or cause of action.

15.8.2 Connected Claims

Claims arising from the same facts, event, act or omission, or from a series of related facts, events, acts or omissions, shall be treated as a single claim for the purposes of applying the limitations of liability in this clause 15.

The treatment of connected claims as a single claim shall not increase the applicable aggregate liability cap.

15.8.3 Separate Confidentiality and Data Protection Cap

Liability falling within clause 15.7 shall be subject to the separate aggregate liability cap specified in that clause and shall not count towards or reduce the general aggregate liability cap under clause 15.5.

Where the same loss could fall within both clause 15.5 and clause 15.7, the portion of the liability arising from the confidentiality or data protection breach shall be governed by clause 15.7, and the Client shall not recover the same loss more than once.

Liabilities that cannot lawfully be limited or excluded shall remain outside both caps in accordance with clause 15.6.

15.8.4 Property Damage

Subject to clause 15.6, WiderArc Ltd's liability for direct physical damage to the Client's tangible property caused by the negligence or breach of WiderArc Ltd or Consultant Personnel shall be included within the general aggregate liability cap under clause 15.5.

WiderArc Ltd shall not be liable for damage to property to the extent that it results from:

- a defect or unsafe condition in the Client's premises, equipment or systems;
- the Client's failure to follow reasonable instructions;
- unauthorised use or alteration by the Client or a third party; or
- any other act or omission of the Client or a person for whom the Client is responsible.

15.8.5 Intellectual Property Infringement

Unless a separate liability cap, indemnity or other arrangement is expressly agreed in the applicable Statement of Work, WiderArc Ltd's liability arising from a claim that a Deliverable infringes a third party's Intellectual Property Rights shall be included within the general aggregate liability cap under clause 15.5.

WiderArc Ltd shall not be liable for an infringement claim to the extent that it arises from:

- Client Materials or instructions supplied by or on behalf of the Client;
- an amendment or adaptation made without WiderArc Ltd's approval;
- use of a Deliverable outside the scope of the licence granted under clause 10;
- combination of a Deliverable with material, software or systems not supplied or approved by WiderArc Ltd; or
- continued use after WiderArc Ltd has provided a reasonable non-infringing alternative or instructed the Client to cease the affected use.

Where reasonably practicable, WiderArc Ltd may respond to an infringement claim by modifying or replacing the affected Deliverable or obtaining an appropriate right for the Client to continue using it.

15.9 Mitigation and Client Contribution

The Client shall take reasonable steps to mitigate any loss, damage, liability, cost or expense arising out of or in connection with the Agreement.

WiderArc Ltd shall not be liable to the extent that any loss, damage, liability, cost or expense is caused or increased by:

- the Client's breach of the Agreement;
- the Client's negligence or other act or omission;
- inaccurate, incomplete or misleading information supplied by or on behalf of the Client;
- the Client's failure to act upon or follow reasonable advice, warnings or instructions;
- an unauthorised alteration or use of a Deliverable; or
- the act or omission of a third party for whom WiderArc Ltd is not responsible.

Where both Parties have contributed to the relevant loss, WiderArc Ltd's liability shall be reduced to the extent that the Client's acts or omissions caused or contributed to that loss.

Nothing in this clause affects any duty to mitigate or any apportionment of liability arising under Applicable Law.

16. Insurance

16.1 Insurance Coverage

WiderArc Ltd shall maintain, for the duration of this Agreement:

(a) Professional Indemnity Insurance with a minimum indemnity limit of £2,000,000 per claim; and

(b) Public Liability Insurance with a minimum indemnity limit of £5,000,000 per occurrence.

16.2 Professional Indemnity Insurance

Professional Indemnity Insurance is intended to provide protection against claims arising from:

- professional negligence;
- errors or omissions;
- failure to provide Services with reasonable skill and care.

16.3 Public Sector Requirements

Where a university, NHS organisation or local authority requires specific insurance levels, WiderArc Ltd shall discuss such requirements before entering into the relevant Statement of Work.

Additional insurance requirements may affect Fees.

16.4 Evidence of Insurance

Upon reasonable request, WiderArc Ltd shall provide confirmation of relevant insurance arrangements.

16.5 Insurance Requirements

WiderArc Ltd shall maintain insurance cover appropriate to the nature and risk of the Services, subject to the terms, exclusions, excesses and limits of the relevant policies.

Where required by an applicable contract, framework, call-off arrangement or procurement requirement, WiderArc Ltd shall provide reasonable evidence of its relevant insurance cover.

The existence or amount of any insurance maintained by WiderArc Ltd shall not increase, extend or otherwise alter WiderArc Ltd’s liability beyond the limitations and exclusions agreed in this clause 15. No provision of this Agreement constitutes a representation that insurance will respond to any particular claim.

17. Cancellation, Postponement and Rescheduling of Scheduled Services

17.1 Scope and Cancellation by the Client

17.1.1 Scope of this Clause

This clause 17 applies to the cancellation, postponement or rescheduling of a scheduled workshop, training session, consultancy day, interview, meeting, facilitated event, project stage or other specific delivery activity for which a date or delivery period has been agreed or Consultant Personnel, facilities or other resources have been reserved.

Cancellation or postponement under this clause affects only the relevant scheduled Services or delivery activity. It does not give either Party a right to terminate the Agreement or a Statement of Work as a whole. Termination of the Agreement or a Statement of Work is governed by clause 18.

17.1.2 Cancellation or Postponement Charges

If the Client cancels or postpones any affected scheduled Services after acceptance of a Statement of Work, WiderArc Ltd may charge the following amounts:

More than 30 calendar days before the scheduled commencement of the affected Services:

No cancellation or postponement charge, unless non-refundable or committed costs have already been incurred.

Between 15 and 30 calendar days before the scheduled commencement of the affected Services:

Up to 50% of the Fees attributable to the affected Services, together with committed expenses and unavoidable non-refundable costs.

Less than 15 calendar days before the scheduled commencement of the affected Services:

Up to 100% of the Fees attributable to the affected Services, together with committed expenses and unavoidable non-refundable costs.

Different cancellation or postponement arrangements may apply where expressly stated in the applicable Statement of Work.

WiderArc Ltd shall take reasonable steps to mitigate its loss and shall not recover the same Fee, cost or loss more than once.

17.2 Training and Workshop Cancellation

For scheduled training sessions, workshops and facilitated events, cancellation charges may apply due to:

- reserved consultant time;
- preparation work;
- venue commitments;
- materials created specifically for delivery.

17.3 Rescheduling

The Client may request alternative dates.

WiderArc Ltd shall make reasonable efforts to accommodate changes, subject to availability.

Any additional costs caused by postponement may be charged to the Client.

17.4 Cancellation by WiderArc Ltd

17.4.1 Operational Cancellation, Postponement or Suspension by WiderArc Ltd

WiderArc Ltd may cancel, postpone, reschedule or suspend an affected scheduled activity or affected part of the Services by giving not less than 10 Business Days' written notice, where reasonably practicable, if:

- the Client materially breaches the Agreement;
- a payment remains overdue and the affected Services have been or may reasonably be suspended under clause 7.6;
- the Client fails to provide information, access, instructions, approvals or cooperation reasonably required for delivery, making the scheduled Services impracticable or inappropriate to continue;
- continuing delivery would create a material legal, regulatory, ethical, safeguarding, health and safety or professional concern; or
- circumstances outside WiderArc Ltd's reasonable control prevent the affected Services from being delivered safely, lawfully or to an appropriate professional standard, subject to clause 19.

Where the circumstances require immediate protective action, including to protect an individual, Personal Data, Confidential Information, health and safety or the legal or professional interests of either Party, WiderArc Ltd may cancel, postpone or suspend the affected Services on shorter notice or with immediate effect.

An action taken under this clause is an operational measure affecting the relevant scheduled Services. It does not by itself terminate the Agreement or the applicable Statement of Work.

Where WiderArc Ltd intends permanently to terminate the Agreement or a Statement of Work because of a material breach, it shall act under clause 18.1. Where the breach is capable of remedy, the remedy period in clause 18.1 shall apply unless immediate termination is permitted under that clause.

17.4.2 Fees, Work in Progress and Committed Costs

Upon cancellation under this clause, the Client shall pay WiderArc Ltd for:

- Services properly performed up to the effective cancellation date;
- work in progress, calculated by reference to the proportion of the relevant Services completed and the time and resources reasonably committed;
- Deliverables or project stages completed or substantially completed;
- expenses properly incurred;
- unavoidable, non-refundable or committed third-party costs; and
- any other amounts that had become payable before cancellation.

Where the cancellation results from the Client's breach, overdue payment or failure to comply with its responsibilities, WiderArc Ltd may also apply the cancellation charges set out

in clause 17.1 to the remaining affected Services, together with any applicable reserved-time charges under clause 8.5.

WiderArc Ltd shall not recover the same Fee, cost or loss more than once.

17.4.3 Refunds Where the Client Is Not at Fault

Where WiderArc Ltd cancels the Services for reasons other than the Client's breach, overdue payment or other act or omission, the Client shall be entitled to a refund of any Fees paid in advance for Services that will not be delivered.

WiderArc Ltd may deduct from that refund:

- Fees attributable to Services already performed;
- the reasonable value of work in progress;
- unavoidable and non-refundable costs already incurred; and
- amounts otherwise properly due under the Agreement.

WiderArc Ltd shall take reasonable steps to obtain refunds or credits for cancellable third-party bookings and shall credit the Client with any corresponding amount recovered.

17.4.4 Delivery of Completed and Incomplete Work

Subject to payment of all amounts properly due, WiderArc Ltd shall provide the Client with:

- any completed Deliverables relating to the affected Services; and
- where reasonably practicable, any material incomplete work in progress that is capable of being transferred and is likely to be of practical use to the Client.

Any incomplete work shall be provided in its then-current form and may be marked as a draft or incomplete. WiderArc Ltd shall not be responsible for the use of incomplete work as though it were a final Deliverable and shall have no obligation to complete, update or correct that work unless separately agreed in writing.

The ownership and permitted use of completed and incomplete materials shall remain subject to clause 10.

17.4.5 Handover Assistance

At the Client's reasonable written request, WiderArc Ltd shall provide reasonable handover assistance concerning the affected Services, including explaining the status of work completed, identifying outstanding actions and transferring relevant Client Materials.

Routine handover reasonably necessary to conclude the engagement shall be provided without additional charge. Any material, extended or specialist handover assistance may be charged at WiderArc Ltd's applicable rates, provided that WiderArc Ltd informs the Client of the anticipated charges before undertaking that additional work.

WiderArc Ltd shall not be required to disclose its Background IP, internal working papers, information relating to other clients or any material that it is legally or contractually prohibited from disclosing.

17.4.6 Systems, Premises and Equipment

Following cancellation, each Party shall, as reasonably applicable:

- cease using the other Party's systems, premises, accounts and access credentials;
- return or securely dispose of equipment, passes, keys, documents and other property belonging to the other Party;
- revoke access permissions no longer required;
- return or delete Confidential Information and Personal Data in accordance with clauses 11 and 12 and any applicable Data Processing Agreement; and
- provide reasonable confirmation that these actions have been completed.

Each Party shall remain responsible for any loss of or damage to the other Party's equipment or property while it is in that Party's possession, subject to clause 15.

17.4.7 Live Workshops and Other Booked Activities

Where cancellation affects a live workshop, training session, facilitated event, interview programme or other scheduled activity:

- WiderArc Ltd shall notify the Client's nominated project contact as soon as reasonably practicable;
- the Client shall remain responsible for notifying its participants, employees, stakeholders and venue representatives unless the Parties agree otherwise;
- WiderArc Ltd may cancel or amend related venue, travel, accommodation, equipment and supplier bookings;
- the Parties shall cooperate to determine whether the activity can reasonably be rescheduled or delivered by an alternative method; and
- the treatment of associated Fees and costs shall be determined under clauses 17.4.2 and 17.4.3.

Where the cancellation results from the Client's breach or failure to cooperate, the Client shall remain responsible for applicable cancellation charges, reserved time and committed costs. Where the Client is not at fault, WiderArc Ltd shall not charge for the undelivered workshop or activity, subject to the deduction of unavoidable and non-refundable costs permitted under clause 17.4.3.

18. Termination

18.1 Termination for Cause

Either Party may terminate the Agreement or an affected Statement of Work by giving written notice where the other Party:

- commits a material breach of the Agreement which is incapable of remedy;
- commits a material breach which is capable of remedy but fails to remedy that breach within 14 calendar days after receiving written notice requiring it to do so;
- becomes insolvent, enters administration or liquidation, has a receiver appointed, is unable to pay its debts as they fall due or becomes subject to an analogous insolvency event;
- ceases, or threatens to cease, carrying on all or a substantial part of its business; or
- acts unlawfully in a manner that materially affects the Services or the terminating Party's ability to continue the Agreement.

A Party may terminate with immediate effect where the relevant breach or circumstance is incapable of remedy or where continued performance would be unlawful.

18.2 Termination for Convenience

A Party may terminate a Statement of Work without cause only where the applicable Statement of Work expressly grants that Party a right to terminate for convenience.

The Statement of Work shall specify the applicable notice period and any project-specific financial consequences. Where a right to terminate for convenience is expressly granted but no notice period is specified, the terminating Party shall give not less than 30 calendar days' written notice.

Termination for convenience shall not be used to avoid any cancellation or postponement charge properly payable under clause 17.

Accordingly:

- any notice cancelling or bringing the Services to an end before their agreed commencement date shall be treated as a cancellation under clause 17;
- any notice affecting a workshop, consultancy date or other activity already reserved to take place during the termination notice period shall remain subject to clause 17 to the extent that the relevant time or resources cannot reasonably be redeployed; and
- where the Services have commenced, termination for convenience shall take effect upon expiry of the applicable notice period and the consequences set out in clause 18.3 shall apply.

Where a Statement of Work does not expressly grant a right to terminate for convenience, neither Party shall have such a right, without affecting its rights under clause 18.1 or any other express provision of the Agreement.

For clarity, a notice that cancels, postpones or reschedules a particular scheduled activity or delivery date is governed by clause 17 and does not by itself terminate the applicable Statement of Work.

A notice that seeks permanently to bring all remaining Services under a Statement of Work to an end shall be treated as a notice of termination and shall be effective only where termination is permitted under this clause 18, another express provision of the Agreement or a written agreement signed or otherwise accepted by authorised representatives of both Parties.

18.3 Effect of Termination

Upon termination:

- outstanding invoices become immediately payable;
- each Party shall deal with Confidential Information in accordance with clause 11.5;
- WiderArc Ltd shall be paid for Services completed up to termination;
- licences granted under this Agreement shall continue only where payment obligations have been satisfied.

For the avoidance of doubt, any licence granted under clause 10.3 in respect of Deliverables already paid for in full shall survive termination of this Agreement.

18.4 Survival

Termination or expiry shall not affect:

- any right, remedy, obligation or liability accrued before the effective date of termination or expiry; or
- any provision which expressly or by implication is intended to continue after termination or expiry.

Without limitation, provisions concerning payment, intellectual property, confidentiality, data protection, liability, records retention, third-party reliance, restrictions on use of Deliverables and the absence of a continuing duty to update shall continue to apply for the period stated in the relevant provision or, where no period is stated, for so long as necessary to give effect to that provision.

19. Force Majeure

19.1 Force Majeure Event

Neither Party shall be in breach of the Agreement or liable for a failure or delay in performing an affected obligation to the extent that the failure or delay is directly caused by an event or circumstance:

- outside that Party's reasonable control;
- which could not reasonably have been prevented, avoided or overcome by the exercise of reasonable care and appropriate contingency measures; and
- which materially prevents or delays performance of the affected obligation,

Force Majeure Events may include:

- natural disasters;
- extreme weather;
- epidemics or pandemics;
- war, civil unrest or acts of terrorism;
- government restrictions or action;
- widespread telecommunications or power failures;
- widespread cyber incidents;
- industrial disputes not limited to the workforce of the affected Party; and
- civil emergencies.

19.2 Exclusions

A Force Majeure Event shall not include:

- a lack of funds, inability to pay, increased costs or adverse financial circumstances;
- a failure to pay Fees, expenses or other amounts already due under the Agreement;
- ordinary staff shortages, sickness or absence that could reasonably have been managed;
- a failure by a subcontractor, supplier or service provider, unless that person is itself prevented or materially delayed by an event that would qualify as a Force Majeure Event under this clause;
- an event caused or materially contributed to by the affected Party's breach, negligence, wilful act or omission;
- a cyber incident, system failure or loss of data to the extent caused or materially contributed to by the affected Party's failure to maintain reasonable security precautions, updates, backups, access controls or incident-response arrangements; or
- any event that the affected Party could reasonably have prevented or overcome through appropriate business-continuity or contingency arrangements.

A Force Majeure Event shall not excuse the Client from paying for Services properly performed, Deliverables already provided or costs that became payable before the Force Majeure Event occurred.

19.3 Notification

The Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably practicable.

The notification shall include, where reasonably available:

- details of the Force Majeure Event;
- the obligations affected;
- the date on which the event began;
- its expected duration and impact;
- the steps being taken to mitigate its effects; and
- any proposed alternative delivery or rescheduling arrangements.

The affected Party shall provide reasonable updates while the Force Majeure Event continues and shall notify the other Party when it ends or no longer materially affects performance.

19.4 Mitigation, Suspension and Rescheduling

The affected Party shall take reasonable steps to:

- minimise the effect of the Force Majeure Event;
- continue performing any obligations that are not affected;
- resume the affected Services as soon as reasonably practicable; and
- implement reasonable contingency or alternative delivery arrangements.

The Parties shall cooperate in good faith to determine whether affected work, including workshops, training sessions, meetings, interviews or other scheduled activities, can reasonably be:

- rescheduled;
- delivered remotely or by another appropriate method;
- performed in stages; or
- replaced with an agreed alternative.

Any agreed change to the scope, Fees or timetable shall be recorded in writing in accordance with clause 8.

The affected Party shall be entitled to a reasonable extension of time for the affected obligations. Relief shall apply only for the duration and to the extent that performance is prevented or materially delayed by the Force Majeure Event.

19.5 Extended Force Majeure

Where a Force Majeure Event materially affects the performance of a Statement of Work for a continuous period of more than 60 calendar days, either Party may terminate the affected Statement of Work, or the affected part of it, by giving written notice to the other Party.

Termination under this clause shall not automatically terminate:

- any other Statement of Work;
- Services that are not materially affected by the Force Majeure Event; or
- the wider contractual relationship between the Parties.

The Parties may agree to continue, suspend or reschedule any unaffected part of the Services.

19.6 Consequences of Termination

Upon termination under clause 19.5:

- the Client shall pay WiderArc Ltd for Services properly performed and Deliverables provided up to the termination date;
- the Client shall reimburse expenses and reasonable, unavoidable and non-refundable costs properly incurred in connection with the affected Services;
- WiderArc Ltd shall refund any Fees paid in advance for Services that will not be delivered, after deducting amounts properly due;
- WiderArc Ltd shall take reasonable steps to obtain refunds or credits for cancellable third-party commitments and shall credit the Client with any corresponding amount recovered;
- completed and materially useful work in progress shall be provided to the Client, subject to payment of amounts properly due and clause 10;
- each Party shall return the other Party's property, equipment and access credentials where applicable; and
- the termination consequences in clause 18.3 shall otherwise apply to the affected Statement of Work.

Neither Party shall recover the same Fee, cost or loss more than once under this clause or any other provision of the Agreement.

20. Conflicts of Interest

20.1 Identification

WiderArc Ltd shall take reasonable steps to identify actual or potential conflicts of interest before and during delivery of Services.

20.2 Disclosure

Where a conflict arises, WiderArc Ltd shall notify the Client and discuss appropriate actions.

These actions may include:

- implementing safeguards;
- restricting access to information;
- reallocating personnel;
- declining or terminating work.

20.3 Multiple Clients and Non-Exclusivity

Unless the applicable Statement of Work expressly provides otherwise, the relationship between the Parties is non-exclusive.

Accordingly:

- WiderArc Ltd may provide services to other organisations, including organisations operating in the same or similar sectors and organisations which may compete with the Client;
- the Client may appoint other consultants or service providers to undertake similar, related or additional work;
- neither Party is required to offer future work or opportunities to the other;
- WiderArc Ltd is not required to reserve capacity, personnel or dates for the Client unless expressly agreed; and
- neither Party acquires any exclusive right concerning a sector, service, methodology, geographical area or category of client.

WiderArc Ltd's right to work for other organisations remains subject to its confidentiality obligations and its duty to identify and appropriately manage actual or potential conflicts of interest.

20.4 Public Sector Considerations

Where working with universities, NHS organisations or councils, WiderArc Ltd shall consider:

- confidentiality requirements;
- procurement rules;
- perceived conflicts;
- professional independence.

21. Non-Solicitation

21.1 Protection of Personnel

During the Agreement and for six months following completion of the Services, the Client shall not knowingly solicit, employ or otherwise engage any WiderArc Ltd personnel who were substantially involved in delivering the Services or with whom the Client had material contact, without WiderArc Ltd's prior written consent.

21.2 Exceptions

This clause shall not prevent:

- general recruitment advertising;

- applications made independently by individuals;
- recruitment where WiderArc Ltd provides written consent.

21.3 Consultancy Associates

Where WiderArc Ltd uses specialist associates or subcontractors, this protection shall apply equally to those individuals where appropriate.

22. Independent Contractor Status

22.1 Relationship

WiderArc Ltd provides Services as an independent contractor.

Nothing within this Agreement creates:

- employment;
- worker status;
- partnership;
- agency;
- joint venture.

22.2 Control of Services

WiderArc Ltd retains responsibility for determining:

- how Services are delivered;
- working methods;
- professional approach;
- allocation of resources.

22.3 Personnel, Key Personnel and Substitution

22.3.1 Selection of Personnel

WiderArc Ltd shall remain responsible for selecting and allocating suitably qualified and experienced Consultant Personnel to deliver the Services.

The Client shall not directly manage Consultant Personnel as employees or direct the manner in which they perform the Services, without affecting the Client’s right to specify agreed objectives, Deliverables, access requirements, security requirements and standards.

22.3.2 Key Personnel

For the purposes of this clause, Key Personnel means any Consultant Personnel expressly identified as key personnel in the applicable Statement of Work.

Naming an individual as Key Personnel shall not constitute a warranty that the individual will remain available throughout the engagement where absence or replacement results from illness, family circumstances, resignation, termination of engagement, conflicting legal or professional obligations, Force Majeure or another circumstance outside WiderArc Ltd's reasonable control.

22.3.3 Substitution

WiderArc Ltd may replace or substitute any Consultant Personnel, including Key Personnel, provided that:

- any replacement has qualifications, skills and experience reasonably appropriate to the relevant role;
- WiderArc Ltd gives the Client reasonable notice where practicable;
- WiderArc Ltd takes reasonable steps to minimise disruption; and
- the substitution does not materially reduce the agreed standard of the Services.

Where the Statement of Work or an applicable procurement requirement expressly requires the Client's prior approval for substitution of Key Personnel, the Client shall not unreasonably withhold or delay that approval.

22.3.4 Client Concerns

The Client may request that WiderArc Ltd removes or replaces a member of Consultant Personnel where the Client has reasonable grounds concerning:

- misconduct;
- material or repeated failure to meet agreed professional standards;
- safeguarding;
- security or confidentiality;
- a material conflict of interest; or
- a material failure to comply with lawful and reasonable Client policies notified in advance.

WiderArc Ltd shall consider the request reasonably and shall, where the concern is substantiated, use reasonable endeavours to provide a suitable replacement.

Any replacement, associate or subcontractor shall remain subject to the confidentiality, data protection, security, safeguarding and other obligations applicable to the Services, and WiderArc Ltd shall remain responsible for performance of the Services.

22.4 Tax and Employment Obligations

Each Party remains responsible for its own:

- taxation obligations;
- National Insurance obligations;
- employment responsibilities.

22.5 IR35 Considerations (Off-Payroll Working Rules)

22.5.1 Client Responsibility for Status Determination

Where the Client is a public authority, or a private sector organisation to which the Off-Payroll Working Rules apply (that is, not a "small" organisation for the purposes of those Rules), the Client shall be responsible for determining, before commencement of the Services, whether the Off-Payroll Working Rules apply to the engagement, and for issuing a Status Determination Statement ("SDS") to WiderArc Ltd setting out that determination and the reasons for it.

22.5.2 Provision and Timing of the SDS

The Client shall provide the SDS to WiderArc Ltd, and to any other fee-payer in the labour supply chain, before the earlier of the commencement of the Services or the date on which the first payment falls due under the engagement.

22.5.3 Status Determination Disagreement Process

Where WiderArc Ltd disagrees with a Status Determination Statement, WiderArc Ltd may make written representations to the Client setting out the reasons for its disagreement.

The Client shall:

- consider the representations in good faith;
- take reasonable care when reviewing the determination;
- respond within 45 calendar days after receiving the representations;
- confirm whether the original determination is maintained or withdrawn;
- provide reasons for its decision; and
- where the determination changes, issue a revised Status Determination Statement and confirm the date from which it applies.

Unless and until the Client issues a revised Status Determination Statement, the original determination shall continue to apply in accordance with the Off-Payroll Working Rules.

Nothing in this clause prevents WiderArc Ltd from providing additional information about the contractual terms, actual working practices or nature of the Services that may be relevant to the determination.

22.5.4 Fees, Statutory Deductions and Tax Treatment

Where the Client determines that the Off-Payroll Working Rules apply, the Fees stated in the relevant Statement of Work shall remain the gross contractual Fees for the Services, exclusive of VAT and before any deductions that the fee-payer is required by law to make.

The applicable fee-payer shall:

- calculate the deemed direct payment in accordance with the Off-Payroll Working Rules;
- deduct Income Tax and employee National Insurance contributions from the deemed direct payment only to the extent required by law;
- account to HM Revenue and Customs for those deductions;
- provide WiderArc Ltd with reasonable details of the gross payment, deductions made and net amount paid; and
- treat amounts properly deducted and paid to HM Revenue and Customs as discharging the corresponding part of its obligation to pay the Fees.

The application of the Off-Payroll Working Rules shall not entitle the Client or fee-payer unilaterally to reduce, amend or recalculate the gross contractual Fees stated in the Statement of Work.

Any employer National Insurance contributions and Apprenticeship Levy arising under the Off-Payroll Working Rules shall be the responsibility of the deemed employer. Those amounts shall be paid in addition to the deemed direct payment and shall not be deducted from, set off against, recharged to or otherwise recovered from WiderArc Ltd or the Fees.

Nothing in this clause prevents the Parties from prospectively agreeing revised commercial terms in writing, but no revision shall apply retrospectively or permit employer National Insurance contributions or Apprenticeship Levy to be presented as statutory deductions from an amount already contractually due to WiderArc Ltd.

Where VAT is chargeable:

- WiderArc Ltd shall continue to issue a valid VAT invoice;
- VAT shall be calculated on the amount chargeable for the taxable supply in accordance with Applicable Law;
- the Client or fee-payer shall pay the VAT element in full;
- VAT shall not be subject to deductions for Income Tax or National Insurance contributions; and
- WiderArc Ltd shall remain responsible for accounting for VAT to HM Revenue and Customs.

The tax treatment under this clause shall not, by itself, create an employment, worker, agency or partnership relationship between the Client and WiderArc Ltd or between the Client and any Consultant Personnel.

22.5.5 Changed Determinations and Commercial Consequences

Where:

- an inside-Off-Payroll determination is issued after the relevant Statement of Work has been agreed;
- a previously issued outside-Off-Payroll determination is replaced with an inside-Off-Payroll determination;
- the determination is materially inconsistent with an assumption expressly recorded in the Statement of Work; or
- a change in working practices or legal requirements materially changes the tax or commercial basis on which the engagement was agreed,

the Parties shall promptly discuss in good faith whether changes are required to the Fees, scope, delivery model, allocation of responsibilities or other terms of the affected Statement of Work.

Neither Party shall be obliged to accept a proposed commercial amendment.

If the Parties do not agree revised terms within 10 Business Days after WiderArc Ltd requests such discussions, WiderArc Ltd may, by written notice:

- decline to commence the affected Services;
- suspend the affected Services where they have already commenced; or
- terminate the affected Statement of Work.

Where the affected Statement of Work is terminated under this clause:

- the Client shall pay all Fees for Services properly performed up to the termination date;
- the Client shall reimburse expenses and reasonable, unavoidable and non-refundable costs properly incurred;
- any Fees paid in advance for Services that will not be delivered shall be refunded after deducting amounts properly due;
- WiderArc Ltd shall not be liable for the non-delivery of future Services resulting from the termination; and
- the termination consequences in clause 18.3 shall otherwise apply.

This clause does not permit either Party to disregard or delay compliance with any statutory deduction, reporting or payment obligation that applies while the relevant Status Determination Statement remains effective.

22.5.6 Small Private-Sector Clients

Where the Client is a private sector organisation that qualifies as "small" for the purposes of the Off-Payroll Working Rules, responsibility for determining the employment status of the engagement for tax purposes remains with WiderArc Ltd, and clauses 22.5.1 to 22.5.5 shall not apply.

22.5.7 Continued Control of Service Delivery

Nothing in this clause 22.5 affects the basis on which Services are provided under clause 22.2 (Control of Services), namely that WiderArc Ltd retains control over the manner and method of delivery of the Services.

23. Complaints Procedure

23.1 Commitment to Quality

WiderArc Ltd is committed to delivering professional, high-quality consultancy services and maintaining positive relationships with Clients.

Where a Client believes that Services have not been delivered in accordance with this Agreement, the Client may raise a formal complaint.

23.2 Informal Resolution

Where possible, Clients should initially raise concerns informally with their WiderArc Ltd project contact.

WiderArc Ltd shall seek to understand the concern and resolve issues promptly through discussion and appropriate corrective action.

23.3 Formal Complaints

Where a concern cannot be resolved informally, the Client may submit a formal written complaint.

A complaint should include:

- details of the concern;
- relevant dates;
- individuals involved;
- supporting information;
- the outcome the Client is seeking.

23.4 Investigation

WiderArc Ltd shall acknowledge receipt of a formal complaint within 5 Business Days.

WiderArc Ltd shall investigate the complaint objectively and may:

- review relevant documentation;
- discuss matters with involved parties;
- assess whether Services were delivered in accordance with this Agreement.

23.5 Outcome

WiderArc Ltd will aim to provide a written response within 20 Business Days of receiving the complaint. In complex situations where further investigation is required, WiderArc will communicate the reasons why and provide a revised timeline.

The response may include:

- confirmation that no further action is required;
- explanation of findings;
- proposed corrective action;
- recommendations for resolution.

23.6 Escalation

Where a Client remains dissatisfied following the outcome of a complaint investigation, the matter may be escalated to a WiderArc Ltd Director or senior representative. Where reasonably practicable, the final internal review will be undertaken by a Director or senior representative who was not responsible for the original decision or response.

23.7 Good Faith Resolution

Both Parties agree to act reasonably and in good faith when addressing concerns, with the intention of resolving disputes without unnecessary escalation.

24. Governing Law

24.1 Applicable Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and interpreted in accordance with the laws of England and Wales.

24.2 Jurisdiction

The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this Agreement.

24.3 Dispute Resolution

Before commencing formal legal proceedings, the Parties shall attempt to resolve disputes through good faith discussions between authorised representatives.

Where appropriate, the Parties may agree to use alternative dispute resolution methods, including:

- mediation;
- negotiation;
- facilitated discussions.

Nothing in this clause prevents either Party from seeking urgent legal remedies where required.

25. General Provisions

25.1 Assignment

Subject to clause 25.2 and clause 22.3, neither Party may assign, transfer, charge, sub-contract or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

25.2 Subcontracting

WiderArc Ltd may engage specialist associates, consultants or delivery partners to support the provision of the Services, provided that WiderArc Ltd remains fully responsible for performance of the Services and ensures such personnel are bound by appropriate confidentiality and data protection obligations.

Where any such person processes Client Personal Data on WiderArc Ltd's behalf, their appointment shall also be subject to clause 12 and any applicable Data Processing Agreement, including applicable Client authorisation and Sub-processor requirements.

25.3 Notices

25.3.1 Form and Delivery of Notices

Any formal notice given under or in connection with the Agreement shall be in writing and shall be delivered:

- by hand or by pre-paid first-class post, recorded delivery or another next-working-day delivery service providing proof of delivery;
- by email; or

- by another Recognised Electronic Communication capable of creating a durable record of the notice, its sender, its recipient and the date and time of transmission or delivery.

25.3.2 Notice Details

A notice shall be sent:

- in the case of WiderArc Ltd, by post to its registered office from time to time or by email to **enquiries@widerarc.co.uk**;
- in the case of the Client, to its registered office, principal place of business, notice email address or other notice details stated in the applicable Proposal, Statement of Work or Signed Contract; or
- to any replacement address, email address or electronic communication method that the relevant Party has notified to the other Party in writing for the purpose of receiving formal notices.

Each Party shall notify the other Party without unreasonable delay of any change to its notice details.

25.3.3 Deemed Receipt

A notice shall be considered received:

- if delivered by hand, when it is left at the relevant address, provided that where delivery takes place outside Working Hours, it shall be considered received at 09:00 on the next Business Day;
- if sent by pre-paid first-class post, recorded delivery or another next-working-day delivery service, at 09:00 on the second Business Day after posting;
- if sent by email, at the time of transmission, provided that the sender does not receive an automated notification of delivery failure, except that an email sent outside Working Hours shall be considered received at 09:00 on the next Business Day; and
- if sent by another Recognised Electronic Communication, at the time the relevant system records that the notice has been delivered or made available to the recipient in an accessible form, except that a notice delivered or made available outside Working Hours shall be considered received at 09:00 on the next Business Day.

25.3.4 Operational Communications

This clause applies to formal contractual notices. Routine project communications, instructions, approvals, comments, Personal Data Breach notifications and other operational communications may be given through the communication methods agreed between the Parties, subject to any specific requirements of the Agreement or applicable Data Processing Agreement.

25.3.5 Legal Proceedings

This clause does not apply to the service of legal proceedings or any document in legal proceedings, which shall be governed by Applicable Law and the applicable procedural rules.

25.4 Waiver

A failure or delay by either Party to enforce any right under this Agreement shall not constitute a waiver of that right.

Any waiver must be provided in writing.

25.5 Severance

If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall be modified or removed to the minimum extent necessary.

The remaining provisions shall continue in full force and effect.

25.6 Variation of Terms

No amendment to these Terms and Conditions shall be effective unless agreed in writing by authorised representatives of both Parties.

25.7 Third Party Rights

A person who is not a Party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

25.8 Electronic Communication and Signatures

The Parties agree that electronic communications, including email acceptance and electronic signatures, may be used to form and administer contractual arrangements.

Such communications shall have the same legal effect as written documents.

25.9 Interpretation

References to legislation include any amendment, extension or replacement of that legislation.

Words in the singular include the plural and vice versa.

References to persons include individuals, companies, organisations and public bodies.

25.10 Records and Retention

25.10.1 General Records

Each Party shall maintain records reasonably necessary to:

- administer and evidence the Agreement;
- demonstrate the Services requested and provided;
- support invoicing, payment and accounting;
- comply with legal, regulatory, insurance, audit and professional requirements; and
- establish, exercise or defend legal claims.

25.10.2 WiderArc Ltd Records

WiderArc Ltd may retain reasonable business and project records, including:

- Proposals and Statements of Work;
- instructions, approvals and change records;
- project correspondence;
- attendance and delivery records;
- invoices and expense evidence;
- final Deliverables;
- quality-assurance records; and
- reasonable working papers and records of professional decisions.

Such records may be retained for the period required by Applicable Law or WiderArc Ltd's reasonable records-retention policies.

25.10.3 Confidentiality and Personal Data

Any retained Confidential Information or Personal Data shall remain protected in accordance with the confidentiality and data protection provisions of the Agreement and any applicable Data Processing Agreement.

Where a Data Processing Agreement, Data Processing Schedule or documented Client instruction requires a different return, deletion or retention arrangement for Client Personal Data, that arrangement shall apply to that Client Personal Data.

25.10.4 Client Records

The Client shall remain responsible for retaining its own official records, copies of final Deliverables, approvals, decisions and evidence required for its governance, regulatory, procurement and audit purposes.

Unless expressly agreed in writing, WiderArc Ltd does not provide an archival or permanent records-storage service for the Client.

25.10.5 Project-Specific Requirements

Any requirement for a specified retention period, audit trail, file format, records-transfer process or secure destruction standard shall be stated in the applicable Statement of Work or Data Processing Schedule.

26. Information Security, System Access and Automated Tools

26.1 Information Security

Each Party shall maintain reasonable and proportionate technical and organisational measures intended to protect the information, systems and accounts for which it is responsible against:

- unauthorised access, use, disclosure, alteration or destruction;
- loss or theft;
- malicious software;
- credential compromise;
- accidental damage; and
- other reasonably foreseeable information-security risks.

The measures implemented by each Party shall take account of the nature and sensitivity of the information, the systems involved and the risks associated with the Services.

26.2 Access to Client Systems

Where WiderArc Ltd requires access to Client systems, networks, platforms, accounts, premises or equipment, the Client shall:

- provide only the access and permissions reasonably necessary for the Services;
- ensure that it has authority to grant that access;
- provide accurate access instructions and relevant security requirements;
- maintain appropriate backups and business-continuity arrangements for systems under its control; and
- notify WiderArc Ltd of any material restriction, known vulnerability or security requirement relevant to the access.

Unless expressly agreed otherwise, the Client remains responsible for the operation, availability, configuration, security and backup of its own systems.

26.3 Acceptable Use

WiderArc Ltd and Consultant Personnel shall:

- use Client systems and access credentials only for the agreed Services;
- comply with reasonable and lawful security and acceptable-use policies supplied before access is granted;
- use individual accounts where made available;
- keep passwords, authentication devices and access credentials secure;
- not knowingly share credentials with an unauthorised person;
- not disable or circumvent security controls;
- not introduce malicious code;
- not conduct penetration testing, vulnerability scanning or other security testing unless expressly agreed in writing; and
- not copy, export, download or retain Client information except to the extent reasonably necessary for the Services.

The Client shall not require WiderArc Ltd or Consultant Personnel to share credentials, bypass security controls or use systems in a manner which WiderArc Ltd reasonably considers unlawful or materially insecure.

26.4 Security Incidents and Withdrawal of Access

Each Party shall notify the other without unreasonable delay where it becomes aware of an information-security incident materially affecting the other Party's information, systems or access credentials.

The Parties shall cooperate reasonably to contain and investigate the incident and restore secure working arrangements.

The Client may revoke access which is no longer required. WiderArc Ltd may suspend use of a system or access method where it reasonably considers that continued use creates a material security, confidentiality, data protection or legal risk.

On completion or termination of the relevant Services, access credentials and permissions which are no longer required shall be returned, disabled or revoked as reasonably appropriate.

26.5 Artificial Intelligence and Automated Tools

For the purposes of this clause, an AI System means software or a technology service using artificial intelligence, machine learning, generative AI, automated analysis or similar functionality.

WiderArc Ltd may use AI Systems and automated tools as assistive technologies for appropriate purposes, including research support, drafting support, analysis, administration, transcription, formatting and quality assurance, provided that:

- WiderArc Ltd remains responsible for the final Services and Deliverables;
- substantive outputs are subject to human review proportionate to their nature and risk;
- professional judgment is not replaced where it is reasonably required;
- the use does not reduce WiderArc Ltd's obligations under the Agreement; and
- the use complies with Applicable Law and applicable confidentiality, intellectual property, data protection and security obligations.

Without the Client's prior written approval, WiderArc Ltd shall not input Client Personal Data, Special Category Personal Data, materially identifiable Client Materials or Confidential Information into an AI System where:

- the provider may use that information to train or improve a generally available model;
- the information may be made available to other customers or users;
- the provider's security, use or retention terms are materially inconsistent with the Agreement; or
- the use would otherwise be unlawful.

Where an AI provider Processes Client Personal Data on behalf of WiderArc Ltd, that provider and Processing shall be subject to clause 12 and any applicable Data Processing Agreement, including applicable Sub-processor requirements.

WiderArc Ltd shall not make a solely automated decision concerning an individual which produces legal or similarly significant effects as part of the Services unless:

- that activity is expressly agreed in the Statement of Work;
- the Parties have determined their respective data protection responsibilities;
- the activity is lawful; and
- appropriate safeguards and human oversight are in place.

Where AI use forms a material part of the agreed methodology or is materially incorporated into a Deliverable, WiderArc Ltd shall provide reasonable information concerning that use where required by the Statement of Work or reasonably requested by the Client.

The Client shall not upload WiderArc Ltd's Confidential Information, Background IP or restricted materials to an external AI System where doing so would grant the provider rights to retain, disclose, train upon or reuse those materials inconsistently with clauses 10 and 11.

26.6 Relationship with Data Protection Provisions

This clause supplements the confidentiality and data protection requirements of the Agreement.

Where there is an inconsistency concerning the Processing of Client Personal Data, clause 12 and any applicable Data Processing Agreement shall prevail.

27. General Legal Compliance

27.1 Legal and Regulatory Compliance

Each Party shall comply with the laws and regulatory requirements applicable to its performance of the Agreement.

27.2 Prevention of Unlawful Activity

Neither Party shall require the other to undertake any activity which would be unlawful. Each Party shall notify the other without unreasonable delay where it becomes aware of a material legal or regulatory restriction affecting the Services.

27.3 Legal Restrictions

The Parties shall cooperate reasonably to address any such restriction. WiderArc Ltd may suspend or modify affected Services where it reasonably considers this necessary to avoid a material legal, regulatory, financial, professional or procurement risk, and shall notify the Client as soon as reasonably practicable.

27.4 Regulated Procurement Processes

Where the Services are subject to a regulated procurement process, each Party shall provide information for which it is responsible accurately and honestly. The Client shall remain responsible for any procurement-law assessment or decision which Applicable Law places upon it as contracting authority.