PROPOSAL

Intellectual Property Office

Penetration Tests and IT Health Checks

Cyberis Reference: Intellectual Property Office_20180615_001
Issue Date: 18 June 2018
Version: 1.0

Executive Summary

Cyberis would like to thank Intellectual Property Office for the opportunity to tender for Penetration Tests and IT Health Checks of its infrastructure. Our proposal is tailored to the requirements as outlined in the Invitation to tender for the provision of ITHC penetration testing on 18 April 2018.

The primary objective of the testing is information security assurance that the confidentiality, integrity and availability of its data assets and supporting systems are adequately protected from exploitation of technical vulnerabilities. Cyberis will provide an extensive technical assessment of the systems and supporting infrastructure to identify technical vulnerabilities and provide expert advice to secure them and manage the risks.

We are committed to providing our clients with quality service and meeting your needs. We believe that we are the right choice to provide the consultancy and assurance you require within this project for the following reasons:

- All our consultants are recognised experts in the cyber security field, holding qualifications such as CHECK Team Leader, CREST Certified Infrastructure Tester and CREST Certified Application Tester. We have extensive experience working within multiple industry sectors and in similar projects and can apply a wealth of historical knowledge to the project.

- Cyberis is a 'Green Light' company of the NCSC IT Health CHECK Service and a member of the Council of Registered Ethical Security Testers (CREST).

- Cyberis prides itself on offering pragmatic and sensible solutions to risk management within big business, taking business needs into account when prioritising remediation advice. We like to work closely with our clients to understand their business objectives, and their information assets, so that the advice we provide is relevant and contextualised.

In this proposal, we have detailed our understanding of your requirements and our response to your needs, specifying how we will address them, indicative timescales for the work conducted and what you can expect during an engagement with us. Our estimated fee, for work conducted on a fixed cost basis, is £52,500 per annum. All outlined services will be subject to contract, and a breakdown of services is provided on the right.

Phase	**Estimated effort (man days)**
Annual Penetration Testing and ITHCs	60 days
Total effort per annum	60 days
Total per annum (excluding VAT)	**£52,500**

[redacted]

Proposal Contents

Your Requirements and Our Services

The IPO has an objective to approach penetration testing in a more modular fashion to achieve a baseline understanding of vulnerabilities present in the estate, and subsequently to assess and monitor progress in remediation of identified concerns over the duration of a 12-month period.

The following benefits are expected:

- Penetration testing is undertaken more regularly, providing better visibility of vulnerabilities across the estate.
- Report vulnerabilities will be fewer for each test, allowing easier prioritisation. Each sub-section of the estate will be assessed on a 6-monthly rolling cycle, providing a realistic 'deadline' for remediation of identified issues.

IPO aim to put in place a 3-year call-off contract to cover IPO's annual penetration testing needs plus project management, and contingency time.

1. REQUIREMENTS

1.1 Background

This section explains the methodology used when performing testing engagements, including information on activities prior to performing any work. All IT Health Check activity complies with the methodologies defined for the CHECK scheme. This has been enhanced by our own quality assurance procedures. There are a number of generic procedures that cover all testing scenarios. Specific techniques are described in the following sections.

We will take a manual, consultant-driven approach to your requirements, but one that also follows tried and tested procedures and techniques, meaning that the specific deliverables of the assignment will be delivered in a methodical, organised and timely manner. We will seek to work closely with your staff to ensure the most valuable outcomes, including elements of skills transfer inherent in collaborative working.

As part of any project, we will use some automated tools, typically to allow the consultant to quickly gain a broad understanding of the target environment before proceeding with the manual testing and auditing elements, as required by the project.

1.2 Pre-test Planning Meeting

Prior to the testing of each phase (and as soon as possible), we will arrange a conference call with IPO to discuss the scope in more detail, as well as relay the testing pre-requisites.

All parties will exchange key information necessary for the smooth running and successful completion of each project. The agenda will typically include the following:

- Confirmation of the exact system number at each location and the provision of network diagrams to confirm scope and sample sizes;
- Agreement of the timescale for the test programme, including start date, key milestones and estimated completion, with milestones where appropriate;
- Establish joining arrangements, vetting and access;
- Exchange of relevant contact details to allow both project teams to contact each other, as required;

- Agreement of a method of exchanging the draft and final reports.

Following this initial meeting we will produce a plan for the testing which will incorporate the key requirements and other inputs such as specific threat information, from the relevant project stakeholders.

1.3 Monthly Penetration Testing (Months 1 - 6)

1. Each test will consist of a penetration test of the specified environment. The scope of the testing will be defined in advance of the testing by IPO technical teams. The assessment will review the following elements:
    - An internal NCSC CHECK infrastructure penetration test of the environment being assessed
    - A build review of 3 randomly sampled servers, or workstations, where appropriate
    - An assessment of the boundary controls restricting access from the environment to more trusted security zones.
    - Domain password reviews, where appropriate.
2. During each test, a review of IPO's internal audits (Nessus, software asset management tools) will be undertaken to ensure that the software correctly reflects the current state of software deployment and vulnerability visibility internally.
3. IPO expects that the penetration testing will be undertaken collaboratively with IPO technical teams to ensure that issues are communicated in an efficient manner that will enhance the IPO technical team's understanding of the issues highlighted and enable appropriate prioritisation of issues and remedial activity to be planned.

1.4 Monthly Retesting (Months 7 - 12)

1. Each retest will consist of a reassessment of any concerns rated Critical or High from each main test undertaken through months 1 - 6, or, if no Critical or High-risk concerns are present, the 15 highest rated concerns from the main test.
2. To minimise costs across the project, reporting for retests will consist of an addendum report that indicates which previously identified concerns have been resolved.

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1.6 Assumptions

The following assumption has been made regarding the systems under test:

It is expected that that the cycle of testing / retesting will be repeated for each ongoing 12-month period, with the test scope adapting to requirements.

1.7 Pre-requisites

To facilitate testing, we will require:

- Details of all target IP addresses
- Connectivity to all appropriate internal networks
- A point of contact for the duration of the testing, to facilitate whitelisting / blacklisting, and to clarify any service specific questions
- Other environment specific requirements defined during pre-engagement meetings
- Completed 'Authority for Security Testing' online form, located [redacted]

1.8 Timescales and Availability

We understand that each internal test will be conducted at Concept House with the reports delivered up to five working days after tests are completed. External testing will be undertaken from Cyberis' offices in Tewkesbury with reports delivered within the same timescales.

Ad-hoc testing will be undertaken at the earliest availability after a request is made and the scope agreed. This timescale may vary across the contract, however where possible delivery will commence within 10 working days. Where this may not be possible, IPO will be informed of indicative lead times at the time of the initial request.

1.9 Report Writing

We will produce the report as per section 7.3.3 of the ITQ. The reports will be protectively marked 'OFFICIAL - SENSITIVE' and handled by Cyberis as such. Delivery of reports will be encrypted as specified by IPO.

All external testing and report writing will be conducted from Cyberis' premises in Tewkesbury, Gloucestershire, UK.

1.10 Confirmation Statements

Cyberis confirms that it has acknowledged and will comply with all statements in **Section 7.7 Mandatory Requirements** from the ITQ document.

- Cyberis is a CHECK Green Light supplier and listed on the NCSC website.
- All persons performing the testing will be a CHECK Team Leader or CHECK Team Member with qualifications accepted by the NCSC. All testers will be SC cleared.
- Each CHECK test will be supervised by a CHECK Team Leader.
- All physical locations where penetration testing and report writing will be conducted will be within the UK.

Cyberis confirms that it has acknowledged and will comply with all statements detailed in **Section 9. POST CONTRACT AWARD - ADMINISTRATION REQUIREMENTS** from the ITQ document, including identification of key staff (section 3.17 to 3.20 of this document).

Cyberis confirms that it has acknowledged and will comply with all statements detailed in **Section 10. CONTRACTUAL REQUIREMENTS** and that Cyberis will not be sub-contracting.

1.11 Communication

Our consultants will provide frequent communication, including attendance of daily 'wash up' meetings. Where critical or high impact vulnerabilities are identified, they will be brought to the immediate attention of stakeholders. At the end of the ITHC, an informal report to IPO staff will be submitted.

1.12 General Methodology and Approach

Our consultants follow comprehensive testing methodologies for all engagements, as reviewed and approved by CESG (now NCSC). Our methodology, covering infrastructure and application security assessments will be used by all CHECK consultants engaged in the project (available on request).

During your engagement, we will assign a CHECK Team Leader as Principal Project Consultant who will be responsible for overseeing delivery of your work and keeping you up to date with progress reports. You will also be provided with an initial escalation point of contact (the Project Manager) if any issues arise which cannot be addressed by your Principal Project Consultant. [redacted].

The Principal Project Consultant will attend the pre-engagement planning meeting and will be responsible for managing all aspects of the service delivery for IPO, including co-ordinating Cyberis resources and providing a single point of contact for IPO staff.

The Principal Project Consultant will agree deliverables with IPO staff at the pre-engagement planning meeting and will ensure that these are produced in the agreed timescales in accordance with the test plan provided.

The following indicative organisational structure will be adopted:

All testers and posts supporting the testing are SC cleared. All testers/consultants are either qualified CHECK Team Leaders or CHECK Team Members. All requisite skills to deliver the testing are present in the current Cyberis CHECK team.

Cyberis ensures that CHECK team utilisation is carefully managed, in addition, we ensure there is on-the-bench resources available, to cover sickness or unexpected absence from work. Holiday bookings are carefully managed to ensure sufficient delivery resources are available within reasonable timeframes.

Further information regarding our technical methodologies and report formats can be found in the 'Methodologies and Deliverables' section of this proposal.

1.13 Provisional Resources

We will be able to confirm named resources for the project once approval to proceed has been obtained from the IPO. In order to meet the delivery and reporting timescales a team approach will be employed. However, the project will be led by a highly experienced CHECK Team Leader and will be supported by other members of the CHECK team as required. All CHECK resources hold a minimum SC clearance.

1.14 Cyberis' CHECK Team

Cyberis is an NCSC CHECK Green light company. All work under the contract will be undertaken by NCSC approved CHECK Team Leaders, supported by CHECK Team Members where appropriate. The nominated CHECK Team Leaders will be confirmed at time of order and will be allocated to the work for the duration of the assignment. At the time of writing, Cyberis' CHECK team consists of the following staff:

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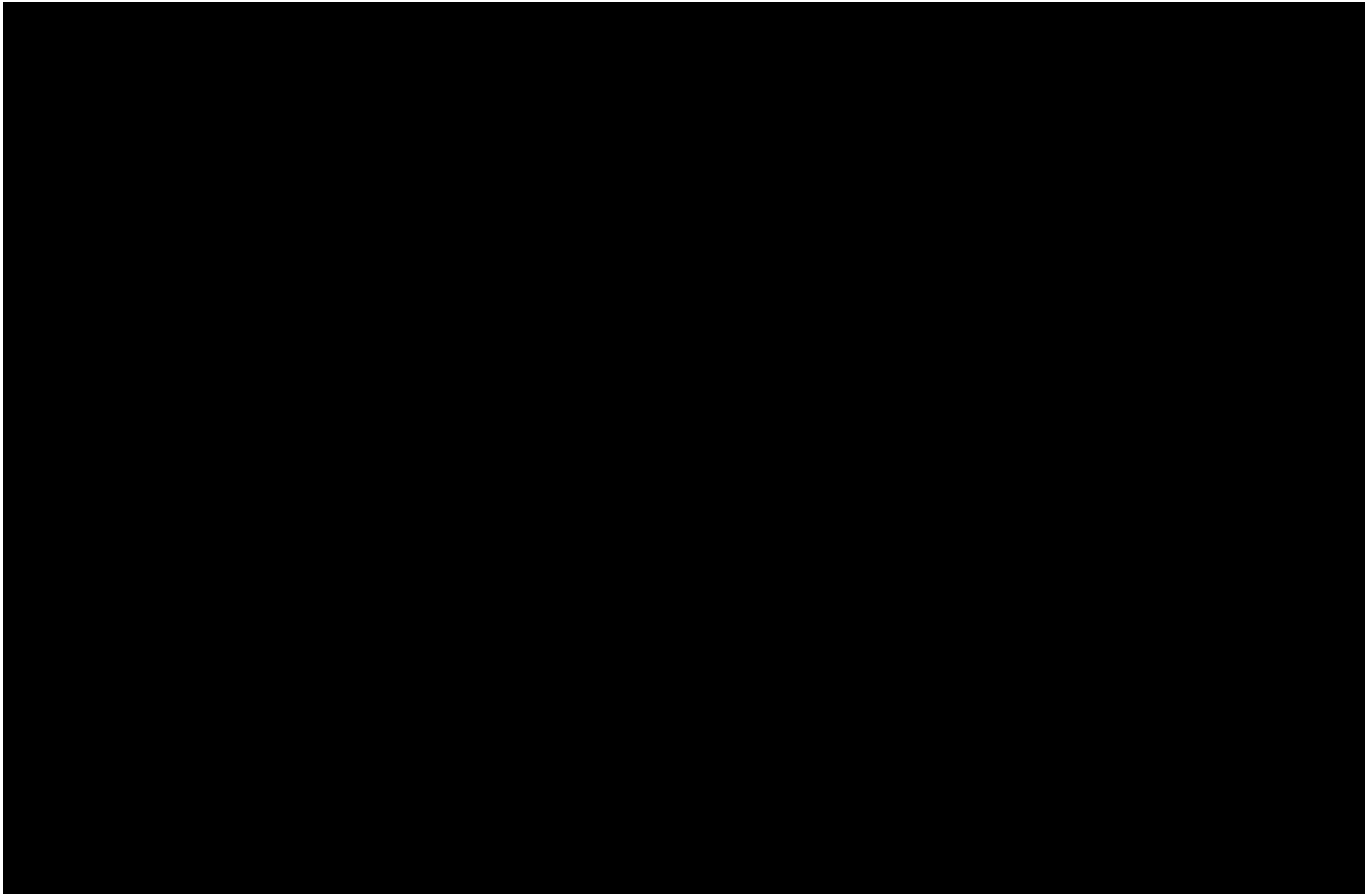
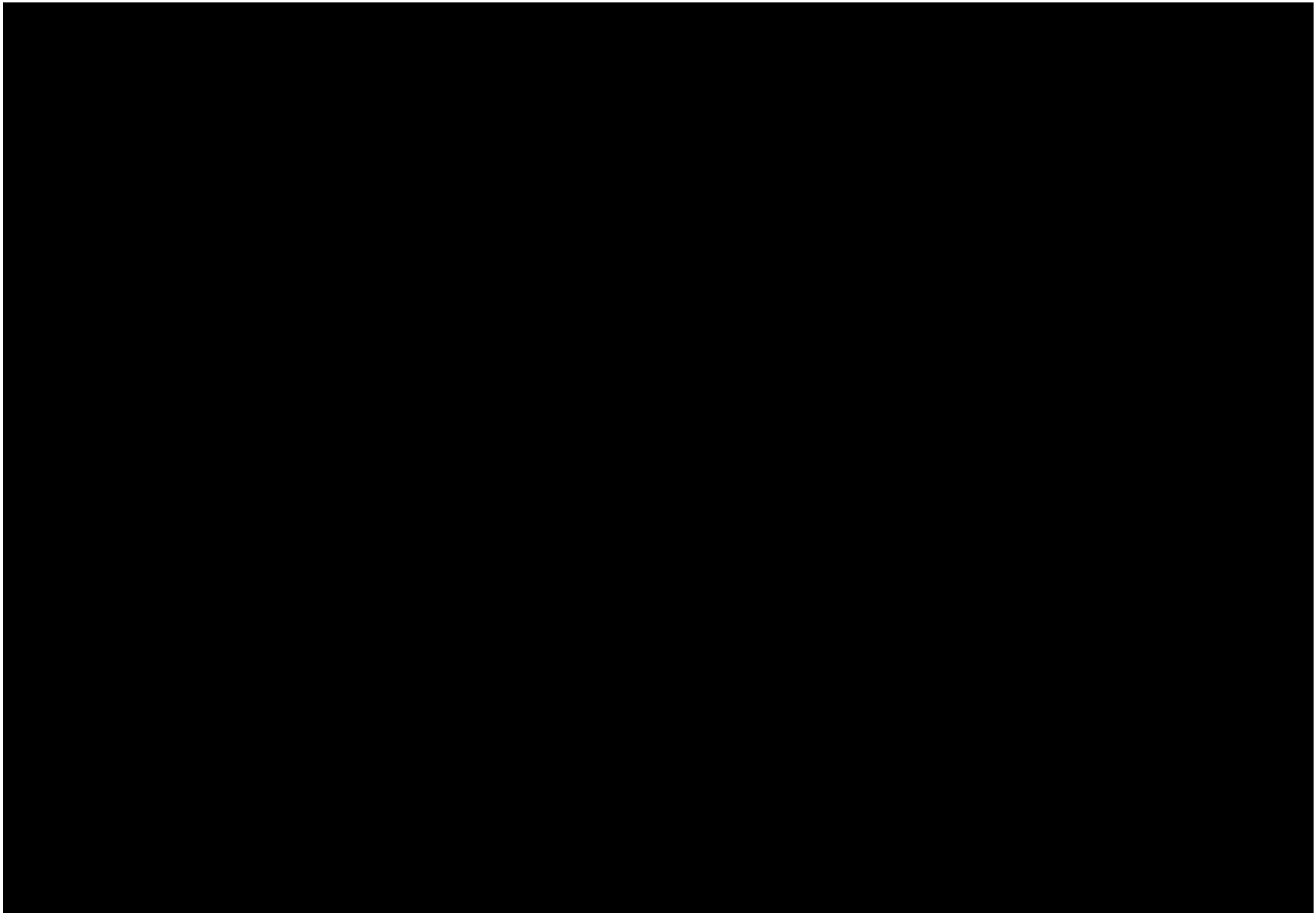
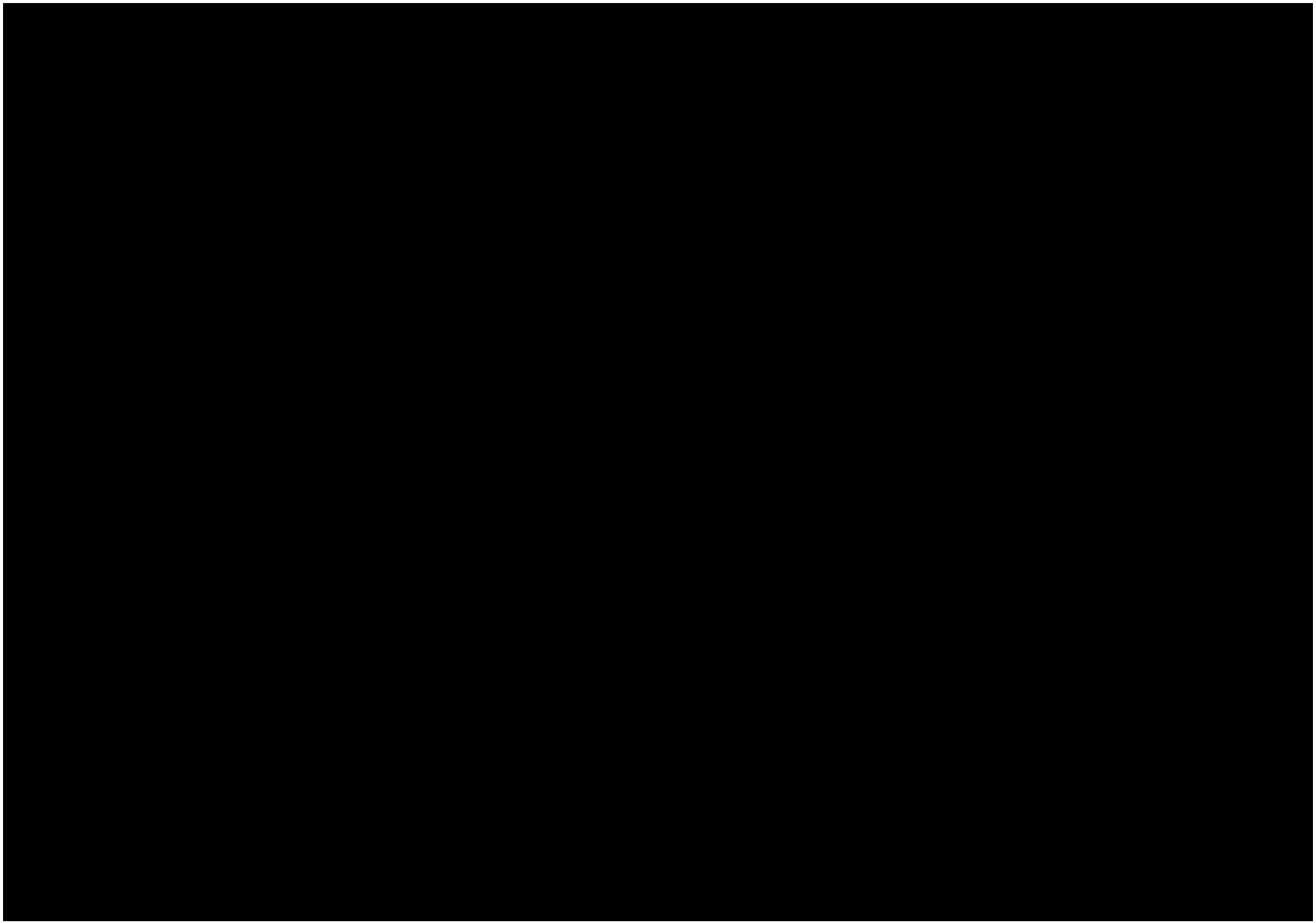
All Cyberis' CHECK Team hold current SC clearance.

Example CHECK Team Leader Profiles are provided in the following section.







2. CHARGES

2.1 Structure and Profile of our Proposed Team

We propose a team approach led by nominated CHECK Team Leaders.

Assignment management and technical overview, provided by Mark Crowther, Associate Director, together with Customer Care and Account Management Support will be provided free of charge.

2.2 Consultant Fees

We propose a single discounted day rate of £875 for all elements of this work.

This rate is inclusive of all framework, customer, quantity and other discounts from the commencement of the work.

Hard drives to be left on site at the conclusion of the testing (if necessary) are to be replaced at cost.

Travel and subsistence costs for working at Concept House are included.

All prices quoted are exclusive of VAT at the prevailing rate.

2.3 Commercial Offer

Based on the information provided, 60 man days will be required to complete the annual testing, project management, and contingency. We would only invoice for the days actually worked.

This would be broken down as follows:

2.3.1 Annual Test Plan

This will consist of 47 man days to include testing and report writing.

2.3.2 Project Management

This would consist of 4 days project management (1 day per quarter).

2.3.3 Additional Ad-hoc Requirements

To include 9 days for contingency and follow up.

2.3.4 Expenses

Travel and subsistence expenses to IPO location in Newport will be included in the costs. Travel to other locations will be recharged at cost.

Based upon these assumptions we estimate a total cost (per annum) of up to 60 days at £875 per day = £52,500 + VAT.

We can confirm that this proposal will remain valid for 30 days from the date of close of tender.

2.3.5 Future Requirements

Any requirements beyond the outlined 60 days per annum will be charged at the following rates.

Resource Type	Daily Rate (£'s)
CHECK Team Leader	875
CHECK Team Member	875

2.3.6 Cancellation

If the Customer requires a change of previously agreed dates in respect of the Company's Services to be performed, then the Company reserves the right to levy the following fees:

I. where written notice of cancellation or change of Services date is made 30 Working Days or more before the Service date, no fee shall be payable;
II. where written notice of cancellation or change of Service date is made between 10 and 29 Working Days (inclusive) before the Service date, the Customer shall pay a fee equal to 20% of the project cost as set out in the Scope of Work.
III. where written notice of cancellation or change of Service date is made between 5 and 9 Working Days (inclusive) before the Service date, the Customer shall pay a fee equal to 75% of the project cost as set out in the Scope of Work.
IV. where written notice of cancellation or change of Service date is made between 4 and 3 Working Days (inclusive) before the Service date, the Customer shall pay a fee equal to 85% of the project cost as set out in the Scope of Work.
V. where written notice of cancellation or change of Service date is made within 3 Working days of the Service date, the Customer shall pay a fee equal to 100% of the project cost as set out in the Scope of Work.

2.4 Acceptance of IPO Terms and Conditions

Cyberis confirms acceptance of the IPO Standard Terms and Conditions and that no other Terms and Conditions shall apply.

Cyberis confirms acceptance of the IPO Intellectual Property Rights as outlined within Clause 27 of the IPO Standard Terms and Conditions.

3. CORPORATE CAPABILITY

Cyberis is a NCSC 'Green Light' IT Health CHECK service company and is a CREST member company. Cyberis' methodologies and practices have been reviewed and approved by the NCSC and CREST.

All our consultants are recognised experts in the security field, holding qualifications such as CHECK Team Leader, CREST Certified Infrastructure Tester and CREST Certified Application Tester. Consultants have extensive experience working within multiple industry sectors and in similar projects and can apply a wealth of historical knowledge to the project.

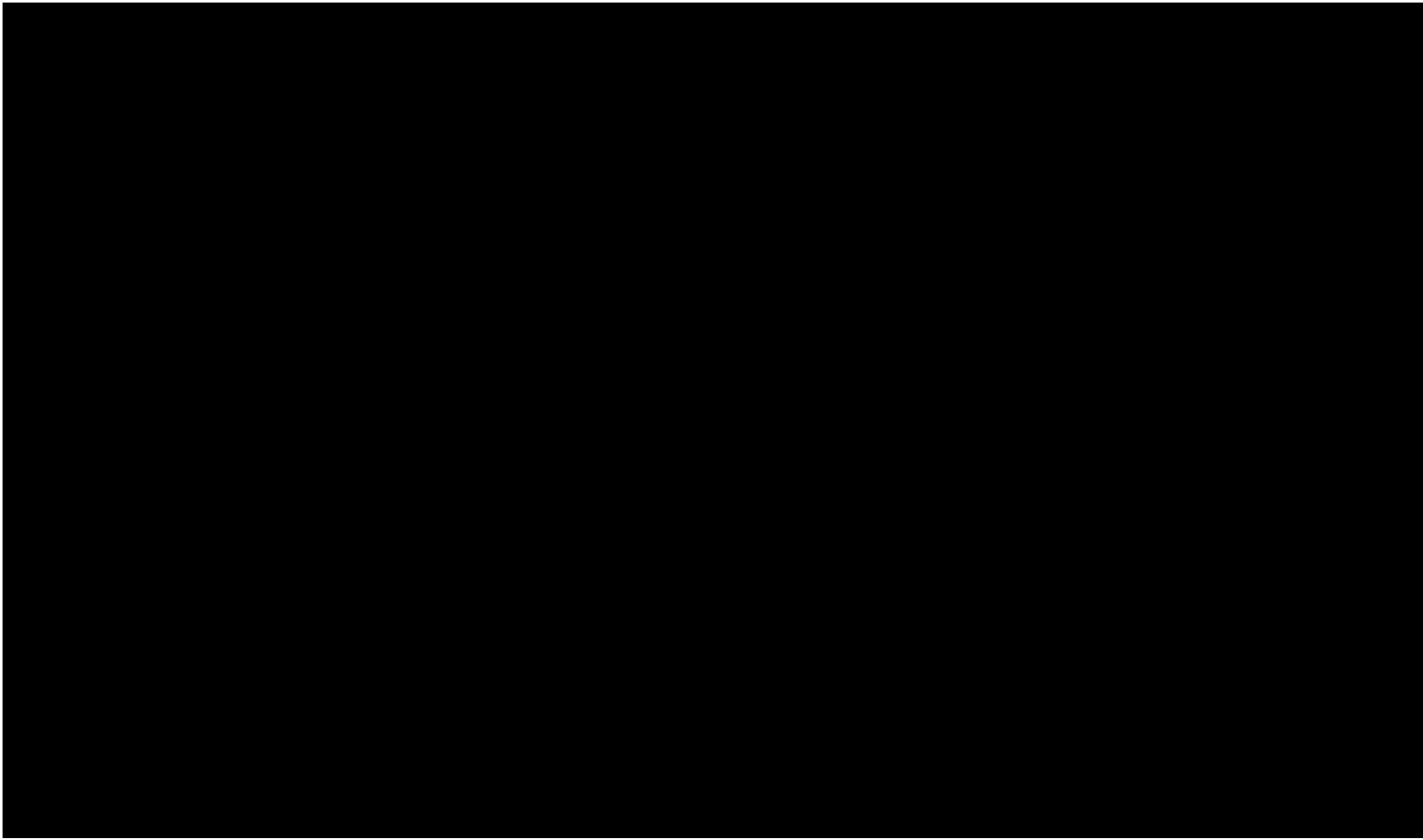
Cyberis prides itself on offering pragmatic and sensible solutions to risk management within business, taking business needs into account when prioritising remediation advice. We like to work closely with our clients to understand their business objectives, and their information assets, so that the advice we provide is relevant and contextualised.

Cyberis operates a Quality Management System certified to ISO 9001:2015 and an Information Security Management System certified to ISO 27001:2013; both are externally audited.

The QMS and ISMS are scoped for the provision of information security assurance and consultancy services.

Physical security of Cyberis' premises (situated in Tewkesbury, Gloucestershire, UK) is in scope of the ISMS; we operate a wide range of physical security controls and our premises has a fully monitored intruder alarm with keyholder and police response. Any stored client data we hold is encrypted at rest. The last customer physical security audit was conducted by a HMG non-departmental body in March 2018; no action points were recorded.

Cyberis is Cyber Essentials Plus certified.



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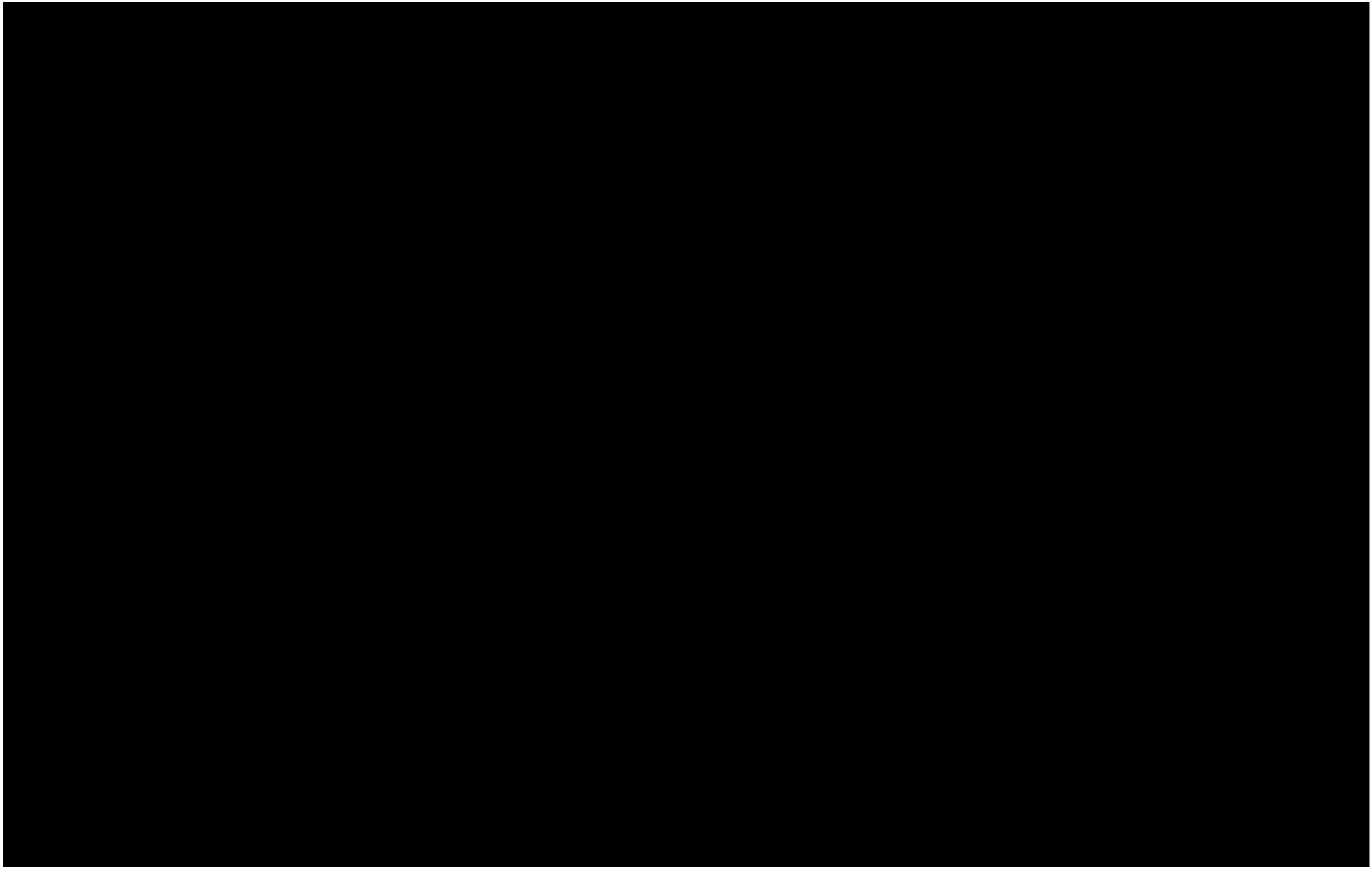

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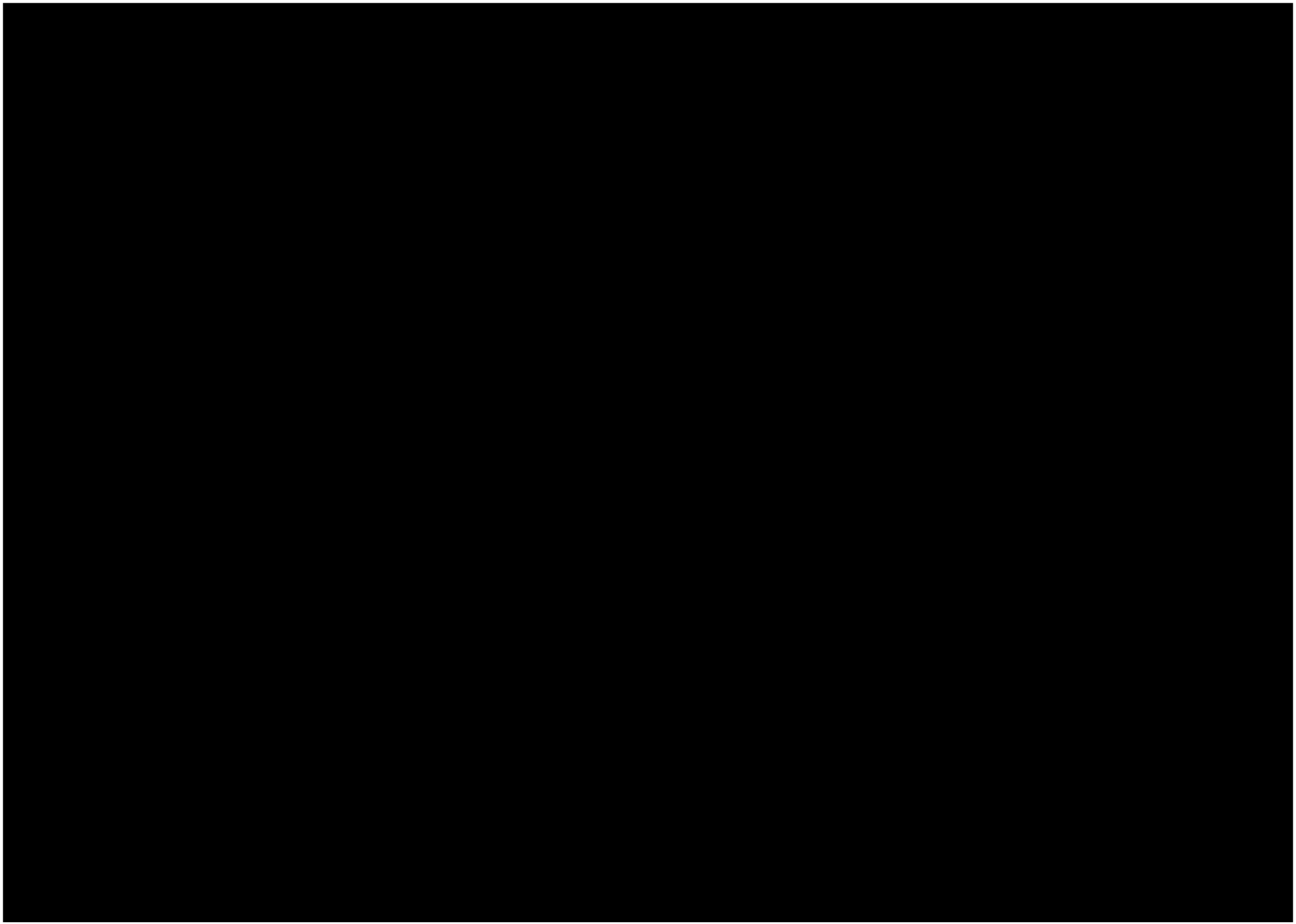

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POST-ENGAGEMENT DEBRIEF

Following the technical assessment and the issuing of the report, Cyberis consultants will arrange a debrief with your team to discuss the findings and the risk to your business which is presented. A debrief is the ideal time to:

- Ask questions about the findings from the technical engagement
- Determine how risk ratings have been calculated and map these to your organisation's risk management framework
- Understand the root causes of issues identified by Cyberis
- Review business processes which could be improved to prevent recurrence of identified problems

Priorities for remediation will be discussed so that you can focus your resources appropriately and understand the residual risk where treatment is not applied.

Engagement Fees and Structure

TIMELINES AND FEES

Phase	Quantity	Cost
Annual Penetration Testing and ITHCs	60	£52,500
Total cost per annum (ex. VAT)		**£52,500**

1. The work outlined above will be conducted on fixed price basis, inclusive of any consultant travel and subsistence expenses.
2. All prices provided are exclusive of VAT, which will be charged at the current rate at the time of invoicing.
3. Cyberis will invoice on completion of each work package (an individual penetration test or ITHC) and standard payment terms of 30 days will apply.
4. In order to commence the project Cyberis will require a Purchase Order for £52,500.
5. Cyberis' standard Terms and Conditions will apply to this work. These Terms and Conditions are provided in Appendix A of this proposal and will be deemed to have been accepted on receipt of a Purchase Order for the services outlined in this proposal.
6. Timelines and project plan dates stated in this proposal are estimated and subject to change.

PROJECT MANAGEMENT

During each engagement, Cyberis will assign a Principal Project Consultant who will be responsible for overseeing delivery of your work and keeping you up to date with progress reports.

You will also be provided with an escalation point of contact (the Project Manager) if any issues arise which cannot be addressed by your Principal Project Consultant.

The following indicative project structure will be adopted within Cyberis to manage your engagement:

About Us

Cyberis is an innovative cyber security consultancy which was formed in 2011, based in Tewkesbury, UK. Our team has many years' combined experience working in the information security industry and can call upon a wide range of skills and abilities. We have a wealth of experience in meeting the needs of our customers in today's cyber security arena.

We pride ourselves on offering pragmatic and sensible solutions to risk management within big business, taking business needs into account when prioritising remediation advice. We like to work closely with our clients to understand their business pressures, and their information assets, so that the advice we provide is relevant and contextualised.

Quality of the client experience is very important to us, and we ensure that all projects we conduct undergo a rigorous quality assurance process, from start to finish. All projects are assigned a project manager whose job is to ensure that we deliver the assurance you require whilst keeping you informed at all times. Our Quality Management Systems have been assessed and approved with ISO 9001:2015 external certification, for the provision of information security assurance and consultancy services.

We operate an Information Security Management System (ISMS) which has been externally ISO 27001:2013 certified. The primary objective of our ISMS is the protection of your information and data assets, which we consider to be of paramount importance.

All our consultants are recognised experts in the security field holding qualifications such as CHECK Team Leader, CREST Certified Infrastructure Tester and CREST Certified Application Tester. Our senior testers hold at least Security Check (SC) level HMG security clearance.

Cyberis is a company of the NCSC IT Health Check Service. NCSC has validated our methodologies and practices and found that these meet the high standards required for membership of the scheme. Our personnel have demonstrated the advanced degree of technical competence in rigorous hands-on examinations, required to be granted CHECK Team Leader status.

We are also proud to be a member of the Council of Registered Ethical Security Testers (CREST).

Our Values

CULTURE OF TRUST

We believe that nothing is more important than earning trust with our clients. We earn trust through an intrinsic culture of integrity and honesty, and in respect for our clients and colleagues. Using this foundation, we seek to build strong relationships through commitment, diligence and excellence in delivery of our services.

ONE TEAM

We achieve a competitive edge in collegiality as one team – by open and honest communication, support for one another, knowledge sharing, and most of all, positivity throughout our engagement with clients and colleagues. We also believe in a team not restrained by company borders; we take opportunities to support the wider community, promote communication between our clients and seek to engender growth in our industry.

INVESTMENT IN PEOPLE

We can only achieve a reputation for excellence through the retention of the highest calibre of talent and with individuals that believe and commit to our values. We support and invest in our people. We help our people develop and grow into better professionals. Above all, we respect and value our people.

INNOVATION

At the centre of our strategy for growth is listening to our clients, understanding their needs, and providing answers and solutions. We encourage entrepreneurial spirit and support a working environment that fosters creativity and innovation – aligned to and providing what our customers want.

Appendix A – Terms and Conditions

These are the terms on which Cyberis Limited ('the Company') do business. They do not affect your statutory rights. They are designed to set out clearly the Company's responsibilities and your rights.

1. DEFINITIONS
    I. In these terms and conditions (hereinafter collectively referred to as 'Conditions'):
    II. 'Customer' means you, the corporate entity requesting Services from the Company.
    III. 'Contract' means the contract made between the Company and the Customer for performance of the Services as specified in the Scope of Work.
    IV. 'Fees' mean the fees set out in the Scope of Work.
    V. 'Man Day' means a period of 7.5 hours.
    VI. 'Working Day' means any day other than a Saturday or Sunday, excluding Bank Holidays in England and Wales.
    VII. 'Parties' mean the Company and the Customer.
    VIII. 'Restricted Information' means any information which is disclosed by either Party to the other Party pursuant to or in connection with any Contract (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such).
    IX. 'Services' means any services specified in the Scope of Work which the Company provides to the Customer.
    X. 'Scope of Work' means any Scope of Work (whether oral and written) for Services.
    XI. In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
    XII. In these Conditions headings will not affect the construction of these Conditions.

2. TERMS OF ACCEPTANCE
    I. The Customer agrees that these Conditions shall be the exclusive basis on which the Contract is made between the Company and Customer.
    II. These Conditions shall not create any agency or partnership between the Parties or any third party.
    III. A Contract is formed between the Customer and the Company when (and not before) the Company signs off the Scope of Work or notifies the Customer in writing that the Scope of Work has been accepted. A Purchase Order for the services outlined in the Scope of Work is deemed acceptance of these terms.
    IV. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

3. APPOINTMENT OF COMPANY
    I. The Customer appoints the Company to provide the Services.

4. SERVICES TO BE PROVIDED
    I. The Services to be performed by the Company are set out in the Scope of Work.
    II. The Company represents that it possesses the requisite skill, knowledge, expertise and experience to perform the Services.
    III. The Company undertakes to perform the Services using reasonable care and skill.
    IV. Notwithstanding the generality of the preceding clauses in relation to the Services performed by the Company, the Company shall:
        I. Perform the Services using qualified and experienced personnel; and;
        II. be in accordance with sound principles and practices in the Company's industry;

V. The Company shall perform the Services on such dates specified in the Scope of Work and where such dates are not specified, the Parties shall mutually agree a suitable date and time for the performance of such Services. Where the Company is unable to perform the Services on the dates specified in the Scope of Work and/or previously agreed dates and times, the Company shall use reasonable endeavours to inform the Customer prior to the Service dates and re-arrange an alternative mutually convenient date as close as is reasonably practicable to the original pre-agreed dates.

VI. If at any time before the due completion of the Services, the Customer wishes to change all or any part of the Services to be performed by the Company, then the Customer shall provide the Company with full written particulars of such proposed changes and with such further information as the Company may reasonably require in connection with such proposed changes.

VII. The Company shall then submit to the Customer as soon as reasonably practicable a full written quotation for such changes specifying what changes (if any) will be required to fees payable by the Customer to the Company and what adjustments will be required to the Scope of Work.

VIII. Upon receipt of such quotation the Customer may elect either:

i. to accept such quotation, in which case the Scope of Work shall be amended accordingly; or

ii. to withdraw the proposed alterations in which case the Scope of Work shall continue in force unchanged.

iii. The Company shall be entitled to make a reasonable charge for considering such changes and preparing the said quotation and if the Customer's request for such changes is subsequently withdrawn but results in a delay in delivering the Services. The Company shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.

IX. The Company shall not be obliged to consider or make any changes to the Scope of Work save in accordance with the aforesaid procedure. Pending agreement on any proposed changes, both Parties shall remain bound to comply with their obligations under the latest agreed Scope of Work.

X. The Customer undertakes that through the provision of the Services, all equipment, hardware, software and/or such ancillary equipment shall be in a suitable state to enable the Company to carry out the Services without delay and/or interruption.

XI. The Customer shall provide the Company with reasonable access to such locations which the Company may require to access in order to perform the Services.

XII. Where the Services include technical security assessments, 'hacking' and/or any activities defined as an offense under the United Kingdom Computer Misuse Act 1990, of Customer's information technology infrastructure or other Customer asset, the Customer consents to the Company and/or its authorised representatives carrying out such activities and grants to the Company and/or such representatives such authority to carry out such activities. The Customer agrees to obtain authority to such activities from any relevant third parties, such as infrastructure hosting or management companies.

4. FEES

4.1 In consideration of the Company agreeing to provide the Services, the Customer shall pay to the Company the Fees in the amounts and times set out in the Scope of Work.

4.2 Where not specified in the Scope of Work, the Fees shall be payable within 30 days from the Customer's receipt of the Company's invoice(s) unless otherwise agreed in writing by the Parties. For the avoidance of doubt, the Company may issue invoices for stage payments where the same has been agreed by the Parties.

4.3 All payments due under the Contract shall be paid in full without any deduction or withholding other than as required by law. The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

4.4 If the Customer fails to pay the Company any sum due in accordance with the Contract, the Customer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the then current reference rate of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.

4.5 Payment shall be prompt and in accordance with due dates stated on invoices presented to the Customer.

4.6 The Company reserves the right to suspend the Services and/or any part thereof until all outstanding sums owed by the Customer to the Company are settled.

4.7 No payment of any monies including the Fees shall be deemed to have been received until the Company has received cleared funds.

4.8 Unless otherwise agreed by the Parties, all payments by the Customer to the Company shall be in Sterling.

4.9 If the Customer requires a change of previously agreed dates in respect of the Company's Services to be performed, then the Company reserves the right to levy the following fees:

4.9.1 where written notice of cancellation or change of Services date is made 30 Working Days or more before the Service date, no fee shall be payable;

4.9.2 where written notice of cancellation or change of Service date is made between 10 and 29 Working Days (inclusive) before the Service date, the Customer shall pay a fee equal to 20% of the project cost as set out in the Scope of Work.

4.9.3 where written notice of cancellation or change of Service date is made between 5 and 9 Working Days (inclusive) before the Service date, the Customer shall pay a fee equal to 75% of the project cost as set out in the Scope of Work.

4.9.4 where written notice of cancellation or change of Service date is made between 4 and 3 Working Days (inclusive) before the Service date, the Customer shall pay a fee equal to 85% of the project cost as set out in the Scope of Work.

4.9.5 where written notice of cancellation or change of Service date is made within 3 Working days of the Service date, the Customer shall pay a fee equal to 100% of the project cost as set out in the Scope of Work.

4.10 The Company shall be entitled to charge the Customer for all reasonable expenses, including but not limited to travel and subsistence, incurred by the Company and the Company's representatives in connection with the provision of the Services, unless expenses are explicitly excluded from the Scope of Work.

6. LIABILITY

I. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing the Services).

II. Without prejudice to Clause 6.1 above, the entire liability of the Company under or in connection with the Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to:

i. in respect of matters for which the Company does not carry insurance, an amount equal to the aggregate amount of the Fees; and

ii. in respect of matters for which the Company carries insurance, the insured value.

III. The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control or results directly or indirectly from any act or omission of the Customer.

IV. The provisions of this Clause 6 shall survive the termination of the Contract.

V. The exclusions and limitations of liability set out in this Clause 6 shall be considered severally. The invalidity or unenforceability of any one of these sub-clauses shall not affect the validity or enforceability of any other part of this Clause 6.

7. CONFIDENTIALITY

I. Except as provided by Clauses 7.2 and 7.3, each Party shall at all times during the continuance of the Contract and after its termination:-

i. use its best endeavours to keep all Restricted Information confidential and accordingly not to disclose any Restricted Information to any other person; and

ii. not use any Restricted Information for any purpose other than the performance of the obligations under this Agreement.

II. Any Restricted Information may be disclosed by either Party to the other Party to:-

i. any governmental or other authority or regulatory body; or

ii. any of either Party's employee(s) for the purposes of carrying out its obligations under the Contract; to such extent only as is necessary for the purposes contemplated by the Contract or as is required by law and subject in each case to each Party using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

III. The obligations of confidentiality specified in this Clause 7 shall not apply to any Restricted Information:

i. already known to the receiving party;

ii. which is in the public domain other than by breach of the obligations of this clause by either party;
iii. is received from a third party otherwise than in breach of an obligation of confidentiality;
iv. which the Company requires to carry out CRB checks, or HMG security checks

IV. The Parties agree that this Clause 7 shall survive the termination and/or expiry of the Contract for whatsoever reason.

8. INTELLECTUAL PROPERTY RIGHTS

I. Each Party acknowledges that all intellectual property disclosed by the other Party is exclusively owned by the disclosed Party and/or is lawfully licensed to the disclosing Party.
II. The disclosing Party grants to the receiving Party a non-exclusive licence to use any intellectual property for the purposes contemplated under the Contract.

9. TERMINATION

I. Either Party may (without limiting any other remedy) at any time terminate the Contract with immediate effect by giving written notice to the other if:
i. the other Party commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so; or
ii. an order is made or a resolution is passed for the winding up of the other party, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement or composition with his or its creditors or has a receiver or administrator appointed or the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
II. Without prejudice to Clause 9.1 above, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to make payment of any amount payable under the Contract within 60 days of the due date.

10. GENERAL

I. The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other third party sub-contractors. Where the Services (or part thereof) are performed by such third party sub-contractors, any act or omission of any such this party sub-contractors shall be deemed to be the act or omission of the Company.
II. The Parties shall comply with the Data Protection Act 1998. Where applicable, the Customer shall procure such consent from the relevant data subjects (as defined by the Data Protection Act 1998) to enable the Company to perform the Services which shall include the disclosure of personal data (as defined by the Data Protection Act 1998) for:
i. the purpose of carrying out CRB checks, HMG security clearance enquiries and/or;
ii. such other purposes which the Company may reasonably require.
III. As the Services undertaken by the Company are based on the information and assistance provided by the Customer, it is the Customer's responsibility to provide the Company with accurate, complete and timely information and/or instructions in order for the Company to properly perform such Services for the Customer. In addition, it is the Customer's responsibility to notify the Company immediately of any changes in circumstances which could render any information the Customer previously provided to the Company to be inaccurate or which would otherwise have a bearing on the advice being rendered and/or services being performed. For the avoidance of doubt and notwithstanding any other provisions set out in these Conditions and any other agreement, contracts entered into between the Parties, the Company does not accept any liability for inaccurate, errors, losses, damages, failures, any missed timelines or problems which arises as a result of the Customer not providing the Company with accurate, complete and timely information and/or instructions.
IV. These Conditions contains the terms and conditions in respect of the entire agreement between the parties and both Parties acknowledge that they have not relied upon any oral or written representation made to them by the other. In addition, these Conditions supersede all prior agreements entered into between the Parties.
V. Each party irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation whether or not contained in the Contract for breach of any warranty not contained in these Conditions unless such misrepresentation or warranty was made fraudulently.
VI. No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
VII. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

VIII. Both Parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the Parties or either of them renders the performance of the Contract impossible whereupon all money due but unpaid under the Contract shall be paid immediately.

11. NOTICE

I. Any notice required to be given to the Company shall be given by first class post addressed to the Company's trading address.

12. LAW AND JURISDICTION

I. These Conditions shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction.

END OF DOCUMENT