

## Wave Hub Development Service Ltd – Standard Terms and Conditions

1. The fee shall not be adjusted or altered in any way other than in accordance with the express provisions of the contract.
2. We may direct you by written instruction ("Variation Order") to perform an additional service to that included in your proposal; and/or vary, omit or cease to perform any part of the services. You shall diligently comply with any Variation Order in accordance with and subject to all the terms of this contract.
3. You will provide all equipment associated with the delivery of the services.
4. In performing the services, you will exercise all the reasonable skill care and diligence to be expected of an experienced, competent and professional organisation.
5. We have a non-exclusive irrevocable licence to reproduce any documents you may produce and any design contained in them, but you shall not be liable for any use which was not intended when you prepared the documents. In this letter, "document" means any form of record, including one produced or maintained in electronic form.
6. You must keep the particulars of your appointment, and the service you provide, confidential provided that to the extent necessary to perform your duties hereunder you may disclose information for that purpose. You must not otherwise release, or permit the release, of any information you receive from us or our employees or contractors to a third party. You must not make any public comment or statement on any matter relating to or arising from the service.
7. You must not assign or charge any part of this appointment. This appointment does not confer a benefit or a right to enforce a term of it, upon a third party: the Contracts (Rights of Third Parties) Act 1999 does not apply. You have no authority to bind us and you are not our agent.
8. You acknowledge that Wave Hub Ltd is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and related legislation and the Environmental Information Regulations 2004 ("the Regulations") and you will assist and cooperate to enable us to comply with our information disclosure requirements. We will, if required to do so, make all information regarding this service accessible to public scrutiny. You acknowledge that we may disclose information without consulting you, where required to do so under the Act and/or the Regulations.
9. We shall not be under any obligation to make any payment to you unless and until we receive your valid VAT invoice quoting our Purchase Order No, which will be advised under separate cover
10. You shall advise us immediately if you accept or intend to accept instructions from, or take up an engagement with, another party that might lead to a conflict of interest.
11. This appointment is governed by English law, and the parties submit to the jurisdiction of the English courts in relation to this appointment.

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