

The Technology Manager: Example General Terms and Conditions

Services to be Performed

The Technology Manager will provide to Client, Services at Client's direction as agreed to in writing, by proposal or quotation, between The Technology Manager and Client.

Timescales and Change Requests

The Technology Manager will use all reasonable endeavours to meet any agreed dates for the performance of Services and shall promptly advise Client of any potential or actual delays. Any changes in the Services to be provided or the agreed performance dates will become effective only upon written agreement of the parties. Client will provide to The Technology Manager in a timely manner all assistance and information and materials which The Technology Manager may reasonably request for the performance of Services, and The Technology Manager will not be liable for delays in performance caused by any delay or failure to provide same to The Technology Manager.

Acceptance/Charges and Payment

Services will be deemed to be accepted to Client's satisfaction upon delivery of the relevant deliverables by The Technology Manager. Charges for the Services will be as described in the relevant quotation and unless stated otherwise in the quotation will be on a time and materials basis. VAT will be added to all fees and other charges.

Confidential Information

Both parties to the agreement shall take all reasonable measures to keep secure any confidential information or ideas obtained from the other party which are not in or pass into the public domain other than through the fault of the first mentioned party, or are not otherwise rightfully obtained from a third party.

Proprietary Rights

The Client may, for purposes directly connected with the work programme carried out under the agreement and provided that all fees and other charges due to The Technology Manager are paid, but not otherwise, freely use all intellectual property created by The Technology Manager in the course of the work carried for the Client. Unless otherwise expressly agreed in writing, ownership of such intellectual property, including designs, drawings, written reports and other works, shall be retained by The Technology Manager.

Limitation of Liability

The Technology Manager shall provide the Services in a professional manner with due care, skill and competence at a level commensurate with industry standards. The Technology Manager's liability to Client or any third party, for a claim of any kind arising as a result of or related to any product or Service, whether in contract, in tort (including negligence or strict liability) or otherwise, under any warranty, condition or guarantee or otherwise, shall be limited to monetary damages and the aggregate amount thereof for all claims relating to any particular Project or product provided shall in any event be limited to a sum of £1,000,000 (one million pounds). No action, regardless of form, may be brought by Client more than one (1) year after the events which gave rise to the cause of the action.

Right to Work for Other Clients

The Technology Manager undertakes to declare to the Client any potential conflict of interest which might reasonably be considered to prejudice her ability to perform the work in an unbiased and professional manner, but reserves the right to undertake assignments for any other Client where, in the reasonable opinion of The Technology Manager, no such conflict exists.

Termination

This agreement may be terminated by either party giving fourteen (14) days notice in writing to the other party. Payment shall be made for all work carried out and all costs reasonably incurred up to the time of termination. Either party may by notice in writing to the other party, terminate this Agreement forthwith if the other party commit a material breach of any of the terms of this Agreement and does not remedy such a breach within seven (7) days after written notice is given by the first party requiring such remedy.

General Provisions

(i) The Technology Manager shall not be liable for failure or delay in performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to Acts of God, war, terrorist action, riot, strike, lock-outs, trade disputes, third party delay, accident, fire, flood, storm, natural disaster, shortages, power or environmental failures.

(ii) The agreement between the Client and The Technology Manager is personal to both parties and shall not be assigned by one party to a third party without the prior written consent of the other party. The Technology Manager undertakes to carry out personally the work programme defined in the proposal or quotation, and will not subcontract all or part of the work without the prior written consent of the Client.

(iii) The waiver or failure of either party to exercise in any respect any right or remedy pursuant to this Agreement shall not be deemed a waiver of any further rights or remedies.

(iv) The relationship between The Technology Manager and Client is that of independent contractors and nothing in this Agreement shall be construed (a) to give either party the power to direct or control the activities of the other party; (b) to constitute the parties as employer and employee, principal and agent, partners, joint venturers, co-owners or otherwise participants in any joint undertaking; or (c) to allow either party to create or assume any obligations on behalf of the other party for any purpose.