

Terms of business

■ VERSION 1 · 2 JULY 2026

These Terms of Business apply to each engagement you enter into with Blizzard Consulting Ltd. They are incorporated into a separate Schedule (for example a Retainer Schedule, a Time and Materials Order or a Statement of Work) which sets out the commercial terms for that engagement. Please read both documents together.

1. Structure of the agreement and incorporation

1.1 Each engagement is created by a Schedule signed by the parties. By signing a Schedule, the parties agree that these Terms of Business (in the version identified in, and attached to, that Schedule) are incorporated into and form part of that engagement.

1.2 Agreement. For each engagement, the "Agreement" means: (a) the signed Schedule; (b) these Terms of Business in the version attached to that Schedule; and (c) any Data Processing Agreement entered into in connection with that engagement.

1.3 Order of precedence. If there is a conflict, the Schedule prevails over these Terms of Business in respect of the commercial particulars it sets out; these Terms of Business govern in all other respects; and any Data Processing Agreement prevails on matters of data protection.

1.4 Versioning. The version of these Terms of Business attached to a Schedule applies to that engagement for its duration. The Consultant may issue updated versions for future engagements, but a later version does not change the terms of an engagement already entered into.

1.5 Each Schedule creates a separate engagement. Entering into one Schedule does not oblige either party to enter into any other.

2. Definitions and interpretation

2.1 In these Terms of Business:

TERM	MEANING
Business Day	any day other than a Saturday, Sunday or public holiday in England;
Business Hours	the hours specified as such in the Schedule;
Client	the client named in the Schedule;
Confidential Information	all information (in any form) disclosed by or on behalf of one party to the other that is marked or would reasonably be understood to be confidential, including the existence and terms of the Agreement and the parties' business, technical, security and financial information;
Consultant	Blizzard Consulting Ltd, a company registered in England and Wales whose registered office is at 26 Redwing Crescent, Waterstone Way, Greenhithe DA9 9TE;
Data Protection Laws	the UK General Data Protection Regulation, the Data Protection Act 2018 and any other data protection or privacy law applicable to the Agreement;
Deliverables	all materials, software, code, documentation, designs and other work product created by the Consultant specifically for the Client under an engagement;
Liability Cap	the amount specified as such in the Schedule;
Schedule	a Retainer Schedule, Time and Materials Order, Statement of Work or other order document that incorporates these Terms of Business;

TERM	MEANING
Services	the services described in the Schedule, performed with the standard of care in clause 3;
Standard Rate	the Consultant's hourly rate specified in the Schedule;
Term	the duration of the relevant engagement, as determined under clause 12; and
VAT	value added tax chargeable in the United Kingdom.

2.2 Clause headings do not affect interpretation. "Including" and similar words are illustrative and do not limit what precedes them. A reference to a statute is to that statute as amended or re-enacted from time to time.

3. Services and standard of performance

3.1 The Consultant will provide the Services described in the Schedule using reasonable skill and care and in accordance with good industry practice for a supplier of comparable services.

3.2 Advisory nature. Where the Services consist of advice (including technical, architectural or information-security advice), the Consultant's role is advisory. The Client remains responsible for its own business and risk decisions, for deciding whether and how to act on any recommendation, and for final approval and sign-off. The Consultant does not assume responsibility for outcomes that depend on the Client's decisions or on matters outside the Consultant's reasonable control. This clause concerns the Consultant's advice and does not reduce the Consultant's obligation under clause 3.1 to perform software development and other Deliverables with reasonable skill and care.

3.3 The Consultant determines the manner in which, and (subject to any availability commitments in the Schedule) the times and places at which the Services are performed, and is not subject to the supervision, direction or control of the Client as to that manner.

3.4 Any functional title used to describe the Services (including "CTO" or "CISO") describes the nature of the services only. It does not appoint any individual as an officer, director or employee of the Client, and confers no authority to bind the Client except as the Client expressly authorises in writing.

4. Fees, invoicing and expenses

4.1 The Client will pay the fees set out in the Schedule, in accordance with the payment terms in the Schedule. The fee model (for example retainer, time and materials, or fixed project price) is set out in the Schedule.

4.2 All fees are exclusive of VAT, which the Consultant will add at the prevailing rate where chargeable. The Consultant will issue valid invoices, payable within the period stated in the Schedule.

4.3 If the Client fails to pay an undisputed sum by its due date, the Consultant may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 The Client will reimburse reasonable expenses approved in advance, at cost and against receipts.

5. Status of the Consultant

5.1 The Consultant is an independent contractor. Nothing in the Agreement creates a relationship of employer and employee, partnership, agency or joint venture between the parties or between the Client and any individual providing the Services.

5.2 Tax. The Consultant is responsible for accounting to the relevant authorities for its own tax and National Insurance contributions (and those of its personnel) in respect of the fees. The Consultant will indemnify the Client against any income tax, National Insurance and similar liabilities (excluding the Client's own employer's National Insurance) that the Client is required to pay arising from a determination that the Consultant or its personnel should have been treated as an employee of the Client, provided the Client gives prompt notice and reasonable conduct of any such claim.

5.3 Neither the Consultant nor its personnel is entitled to any employee benefit, paid leave or similar entitlement from the Client.

5.4 The Client is not the Consultant's only or main client, and nothing in the Agreement restricts the Consultant from providing services to others, subject to clause 8.

6. Personnel and substitution

6.1 The Consultant may provide the Services through any of its suitably qualified and experienced personnel.

6.2 The Consultant may provide a substitute to perform the Services, provided the substitute is suitably qualified, experienced and able to meet the Client's reasonable security and confidentiality requirements. The Client's prior approval of a substitute will not be unreasonably withheld or delayed. The Consultant remains responsible for the Services and for paying any substitute or subcontractor.

7. Intellectual property

7.1 Subject to payment of the fees due in respect of the relevant Deliverables, the Consultant assigns, with full title guarantee, all intellectual property rights in the Deliverables created specifically for the Client under an engagement to the person identified in the Schedule as the recipient of the Deliverables (which, unless the Schedule states otherwise, is the Client).

7.2 All intellectual property rights in the Consultant's pre-existing materials, tools, methods and know-how (Background IP) remain the Consultant's property. To the extent Background IP is incorporated in a Deliverable, the Consultant grants the recipient a non-exclusive, perpetual, royalty-free licence to use that Background IP as part of the Deliverable.

7.3 Where a Deliverable includes third-party or open-source materials, the Consultant will identify them where reasonably practicable, and use of those materials is subject to the relevant third-party or open-source licence terms.

8. Confidentiality

8.1 Each party will keep the other's confidential information confidential, use it only for the purposes of the Agreement, and not disclose it except to those of its personnel or advisers who need to know it and who are bound by equivalent obligations.

8.2 This clause does not apply to information that is or becomes public through no breach, was lawfully known before disclosure, is independently developed, or must be disclosed by law or a regulator (in which case the disclosing party will, where lawful, give prior notice).

8.3 This clause survives termination.

9. Data protection

9.1 Each party will comply with Data Protection Laws in connection with the Agreement.

9.2 Where, in providing the Services, the Consultant processes personal data on behalf of the Client, the parties will put in place terms satisfying Article 28 of the UK GDPR, either under a separate Data Processing Agreement or as stated in the Schedule. Where the Consultant only advises on the Client's processing and does not itself process personal data on the Client's behalf, each party acts as an independent controller in respect of its own processing.

10. Insurance

10.1 The Consultant will maintain professional indemnity insurance with a reputable insurer for an amount not less than the Minimum PI Cover stated in the Schedule, for the Term and for the run-off period stated in the Schedule, and will provide evidence on reasonable request.

10.2 The Client acknowledges that the Consultant's professional indemnity insurance is written on a claims-made basis and that, unless the Schedule states otherwise, it does not include cyber or data-breach cover. The allocation of cyber and data-breach risk is dealt with in the Schedule, and the Client is responsible for maintaining its own cyber insurance and security controls.

11. Limitation of liability

11.1 Nothing in the Agreement limits or excludes either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.

11.2 Subject to clause 11.1, neither party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, goodwill, anticipated savings, or for any indirect or consequential loss, arising under or in connection with the Agreement.

11.3 Cap. Subject to clause 11.1, the Consultant's total aggregate liability arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the Liability Cap stated in the Schedule.

11.4 The Liability Cap is set by reference to the limit of indemnity available under the Consultant's professional indemnity insurance, and the Consultant will maintain professional indemnity insurance of not less than that amount under clause 10.

11.5 The parties confirm that the Liability Cap and the exclusions in this clause reflect a fair and reasonable allocation of risk having regard to the level of the fees and the availability of insurance, and that they consider this clause reasonable for the purposes of the Unfair Contract Terms Act 1977.

11.6 This clause does not limit the Client's obligation to pay fees and other sums properly due.

12. Term and termination

12.1 Each engagement begins on the date stated in the Schedule and continues until completed or terminated. Unless the Schedule states a fixed term, either party may terminate the engagement by giving the other the Notice Period stated in the Schedule in writing.

12.2 Either party may terminate an engagement immediately by written notice if the other commits a material breach that is irremediable or, if remediable, is not remedied within 30 days of written notice, or if the other becomes insolvent or unable to pay its debts as they fall due.

13. Consequences of termination

13.1 On termination the Client will pay for Services properly provided up to the date of termination, together with any sums then due, and any further amounts stated in the Schedule.

13.2 Termination does not affect accrued rights. Clauses that by their nature should survive (including clauses 7, 8, 9, 10, 11, 13 and 15) continue in force.

13.3 On termination each party will return or, at the other's request, destroy the other's confidential information and property in its possession, subject to any legal retention requirement.

14. Good faith and fair use

14.1 Each party will act reasonably and in good faith in operating the Agreement.

14.2 Where the Schedule provides flexibility (for example a retainer with carry-forward and overage), the arrangement is intended for ongoing, reasonable use. Neither party will exercise its rights in a way designed to extract a disproportionate benefit from that flexibility, including by stockpiling, front-loading or deliberately withholding work or availability so that the arrangement no longer reflects a fair exchange of value.

15. General

15.1 Entire agreement. The Agreement constitutes the entire agreement between the parties for the relevant engagement and supersedes all prior arrangements, including any prior informal or verbal arrangement, relating to its subject matter.

15.2 Variation. No variation is effective unless in writing and signed by or on behalf of each party, save that the parties may update the commercial particulars of a Schedule by written agreement (including by exchange of email).

15.3 Assignment. Neither party may assign or transfer its rights without the other's prior written consent (not to be unreasonably withheld), save that the Consultant may subcontract under clause 6.

15.4 Third parties. A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, except that where a Schedule names a recipient of Deliverables who is not the Client, that recipient may enforce clause 7.

15.5 Notices. Notices must be in writing and sent to the addresses (including email) stated in the Schedule. Notice by email is deemed given on receipt during Business Hours.

15.6 Severance. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary, or severed, without affecting the remainder.

15.7 Counterparts. A Schedule may be signed in counterparts, including by electronic signature, each of which is an original and which together form one agreement.

15.8 Governing law and jurisdiction. The Agreement and any dispute arising out of it are governed by the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.