

## 1. Definitions and Interpretation

- 1.1 “Client” means the company or individual commissioning services.
- 1.2 “Services” refers to supply chain consulting, analysis, process development, risk assessment, supplier performance monitoring, SMART (O) methodology, and any other work as agreed in writing.
- 1.3 “Deliverables” means any outputs produced, including reports, models, tools, analysis, or recommendations.
- 1.4 “Working Hours” means Monday to Friday, 08:00 to 16:30 UK time, excluding public holidays. Any reference to ‘working day’ or ‘business day’ refers to this timeframe and is used for calculating delivery timelines, communication expectations, and any service commitments.
- 1.5 “Engagement Letter” means the written document setting out the scope, fees, timeline, and deliverables agreed between the parties.
- 1.6 References to “writing” or “written” include email unless otherwise specified.
- 1.7 These Terms and Conditions (“Terms”) form part of the contract between Evolving Dots Ltd and the Client and apply from the Effective Date or the date of acceptance of the Engagement Letter, whichever is earlier, unless otherwise agreed in writing by a director of Evolving Dots.

## 2. Scope of Services

- 2.1 The scope, timeline, fees, and deliverables are set out in the Engagement Letter or Proposal.
- 2.2 Evolving Dots will deliver Services with reasonable care and skill, applying proven methods including Lean, Six Sigma, SCOPE-AREA, and SMART (O).
- 2.3 The Client warrants that all information and data provided to Evolving Dots is accurate, complete, and not misleading.
- 2.4 Any changes to the scope, timeline, or fees must be agreed in writing by both parties. Additional work requested by the Client outside the agreed scope may incur additional fees.
- 2.5 Services will be delivered based on information provided by the Client. Evolving Dots is not liable for errors resulting from inaccurate or incomplete inputs.

## 3. Client Obligations

- 3.1 The Client agrees to provide timely access to relevant data, systems, staff, and decisions necessary for delivery of Services.
- 3.2 The Client agrees to comply with all applicable laws and regulations in connection with the use of the Services and Deliverables.
- 3.3 Where delays occur due to Client-side issues, timelines may be adjusted, or additional charges may apply.
- 3.4 Failure to provide necessary inputs or access does not release the Client from agreed fees.

## 4. Fees, Invoicing and Payment

- 4.1 Fees are stated in the Engagement Letter and may be fixed, milestone-based, or time-based.
- 4.2 Expenses (travel, accommodation, data access) will be charged at cost unless otherwise agreed.
- 4.3 Invoices are payable within 14 days of issue. All fees are exclusive of VAT or other applicable taxes, which will be charged in addition where applicable.
- 4.4 Late payments may incur interest at 4% above the Bank of England base rate, calculated daily from the due date until payment is made.
- 4.5 Evolving Dots reserves the right to suspend Services or withhold Deliverables for non-payment.



- 4.6 Where travel is required as part of project delivery, the Client agrees to cover:
  - a) daily rate for each travel day (as agreed in the Engagement Letter), and
  - b) Reasonable expenses including transport, accommodation, and meals.
 All travel arrangements will be cost-effective and discussed in advance where practical.
- 4.7 If the Client disputes any invoice, they must notify Evolving Dots in writing within 7 days of receipt, specifying the reasons. Undisputed amounts remain payable as per the terms.

## 5. Intellectual Property

- 5.1 All intellectual property created or supplied by Evolving Dots remains the property of Evolving Dots unless explicitly transferred in writing.
- 5.2 This includes all proprietary methodologies such as SMART (O), SCOPE-AREA, and related tools, models, and frameworks.
- 5.3 The Client is granted a non-exclusive, non-transferable, perpetual licence to use Deliverables for internal purposes only.
- 5.4 The Client must not replicate, resell, or disclose any part of the Deliverables outside its organisation without written permission.
- 5.5 Evolving Dots warrants that it has the right to use any third-party intellectual property incorporated in the Deliverables. The Client agrees to comply with any third-party licensing terms.

## 6. Confidentiality and Data Protection

- 6.1 Both parties agree to keep all confidential information private and not disclose it to third parties without consent, except where required by law.
- 6.2 The Client agrees to maintain the confidentiality of Evolving Dots' confidential information.
- 6.3 Evolving Dots complies with the Data Protection Act 2018 and UK GDPR.
- 6.4 Where acting as a data processor, Evolving Dots will:
  - a) Only process data under the Client's written instruction
  - b) Maintain suitable technical and organisational safeguards
  - c) Notify the Client of any data breach without undue delay
  - d) Support the Client in meeting any legal data requests
  - e) Not transfer personal data outside the UK or EEA without written consent
- 6.5 Upon termination or expiry of the engagement, Evolving Dots will delete or return personal data as agreed with the Client, unless otherwise required by law.

## 7. Liability

- 7.1 Evolving Dots' total liability under or in connection with the engagement shall not exceed the total fees paid by the Client for the relevant engagement.
- 7.2 Evolving Dots is not liable for loss of profit, business interruption, or any indirect or consequential loss.
- 7.3 Nothing in these Terms limits liability for death, personal injury, or fraud caused by negligence.
- 7.4 Evolving Dots provides professional advice based on the information available but does not guarantee specific outcomes or results.

## 8. Termination

- 8.1 Either party may terminate the agreement with 14 days' written notice.
- 8.2 Evolving Dots may terminate immediately if:
  - a) The Client fails to pay within 30 days of the invoice date
  - b) The Client breaches confidentiality, misuses Deliverables, or damages intellectual property.



	8.3	On termination, all unpaid work up to that point remains chargeable.
	8.4	Upon termination, each party shall return or destroy the other party's confidential information and cease use of intellectual property as directed.
	8.5	Clauses relating to confidentiality, intellectual property, liability, and payment shall survive termination.
9. Force Majeure	9.1	Neither party is liable for delays or failures caused by events beyond reasonable control, including strikes, system outages, natural disasters, or government actions.
	9.2	The affected party shall notify the other promptly of such events and take reasonable steps to mitigate the impact.
10. Governing Law and Jurisdiction	10.1	These Terms are governed by the laws of England and Wales.
	10.2	Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.
11. General	11.1	Entire Agreement: These Terms and the Engagement Letter constitute the entire agreement between the parties and supersede all prior agreements.
	11.2	Severability: If any provision is found invalid or unenforceable, the remainder shall continue in full force.
	11.3	Waiver: Failure to enforce any provision shall not constitute a waiver of that or any other provision.
	11.4	Assignment: Neither party may assign or transfer rights or obligations without prior written consent, except to a successor in interest.
Plain-language Explanation of Key Clauses		<p><b>Working Hours</b> (1.4.): Defines business days and hours to set clear expectations for delivery and communication.</p> <p><b>Change Control</b> (2.4.): Ensures any changes to scope or fees are agreed in writing to avoid misunderstandings.</p> <p><b>Travel Expenses</b> (4.6.): Clarifies that travel days and reasonable expenses are billable, preventing surprise charges.</p> <p><b>Intellectual Property</b> (5.2.): Confirms that proprietary methods like SMART (O) are owned by Evolving Dots, with clients licensed to use outputs internally.</p> <p><b>Liability Cap</b> (7.1.): Limits liability to fees paid, protecting Evolving Dots from excessive claims while maintaining accountability.</p> <p><b>Termination Rights</b> (8.2.): Allows immediate termination for non-payment or breach of confidentiality/IP, protecting your business interests.</p>