**Baby Blue – Terms of Business**
*Prepared by and for Baby Blue IT & Consulting*

1. **Introduction** 1.1 These Terms of Business ("Terms") govern the provision of services ("Services") by Baby Blue IT Consulting Ltd, a company incorporated in England and Wales with company number [07087801] ("Company," "we," or "us") to any client ("Client" or "you"). By engaging us to provide Services, you agree to be bound by these Terms.
2. **Services** 2.1 The Services to be provided by the Company shall be as agreed in writing between the Company and the Client. Any changes or additions to the Services must be agreed in writing.

2.2 The Company shall provide the Services with reasonable care and skill and in accordance with best industry practices.

2.3 The Company reserves the right to deliver the Services using its own staff, external contractors, or its network of trusted third-party partners and manufacturers, without requiring the prior permission of the Client.

1. **Fees and Payment** 3.1 The fees for the Services ("Fees") shall be as set out in the proposal or as otherwise agreed in writing between the parties.

3.2 The Company shall issue invoices to the Client at the intervals specified in the proposal or as otherwise agreed. Payment is due within 30 days of the invoice date unless otherwise agreed in writing.

3.3 If the Client fails to pay any amount due under these Terms by the due date, the Company reserves the right to charge interest on the overdue amount at a rate of 4% per annum above the Bank of England base rate until payment is made in full.

3.4 The Company reserves the right to increase the Fees for any Service with 30 days’ notice to the Client, or at the point of renewal of the Service contract.

1. **Expenses** 4.1 The Client shall reimburse the Company for all reasonable expenses incurred by the Company in the provision of the Services. The Company is not required to obtain prior approval for expenses but will endeavour to inform the Client of anticipated expenses where possible.
2. **Client Obligations** 5.1 The Client shall provide the Company with all information, materials, and access to facilities as reasonably required by the Company to provide the Services.

5.2 The Client shall ensure that any information provided to the Company is complete, accurate, and up-to-date.

1. **Confidentiality** 6.1 Both parties agree to keep all confidential information disclosed by the other party in connection with the Services confidential and to use such information only for the purpose of fulfilling their obligations under these Terms.

6.2 The obligation of confidentiality shall not apply to information that is in the public domain, is lawfully received from a third party without restriction on disclosure, or is required to be disclosed by law.

1. **Intellectual Property** 7.1 All intellectual property rights in any materials produced by the Company in the course of providing the Services shall remain the property of the Company unless otherwise agreed in writing.

7.2 The Client is granted a non-exclusive, non-transferable licence to use the materials provided by the Company for the purposes for which they were provided.

1. **Limitation of Liability** 8.1 Nothing in these Terms shall exclude the Company's liability for death or personal injury caused by its negligence or for any other liability that cannot be excluded by law.

8.2 Subject to clause 8.1, the Company's total liability to the Client for any loss or damage arising out of or in connection with the provision of the Services shall be limited to the value of the order received by the Company from the Client.

8.3 The Company shall not be liable for any indirect or consequential loss or damage, including loss of profits, business, or goodwill. The Company does not accept any liability or costs should something go wrong with any of our services, other than where required by UK law.

1. **Termination** 9.1 Either party may terminate the agreement to provide Services by giving 30 days' written notice to the other party.

9.2 Either party may terminate the agreement immediately if the other party commits a material breach of these Terms and, where the breach is capable of remedy, fails to remedy it within 14 days of being given written notice to do so.

9.3 Upon termination of the agreement, the Client shall pay the Company for all Services provided up to the date of termination.

1. **Force Majeure** 10.1 The Company shall not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental action.
2. **Non-Solicitation** 11.1 For the duration of the agreement and for a period of 12 months thereafter, the Client agrees not to solicit, employ, or otherwise engage any employee or subcontractor of the Company who has been involved in the provision of the Services, without the prior written consent of the Company.
3. **Governing Law and Jurisdiction** 12.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

12.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim arising out of or in connection with these Terms or the provision of the Services.

1. **Entire Agreement** 13.1 These Terms constitute the entire agreement between the parties in relation to the provision of the Services and supersede any prior agreements or understandings, whether written or oral.

13.2 These Terms shall override any terms a Client or supplier may attempt to impose within a purchase order, contract, or any other document. Unless specifically stated in writing and agreed by a Director of Baby Blue IT Consulting Ltd, these Terms shall take precedence over all other terms.

1. **Variation** 14.1 No variation or amendment of these Terms shall be valid unless agreed in writing by both parties.
2. **Notices** 15.1 Any notice required to be given under these Terms shall be in writing and shall be delivered by hand, sent by pre-paid first-class post, or sent by email to the other party's registered address or such other address as may have been notified in writing.

15.2 Notices delivered by hand or by email shall be deemed received on the day of delivery, and notices sent by pre-paid first-class post shall be deemed received two business days after posting.

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