

## CONSULTANCY TERMS

The following additional terms and conditions apply to the provision of the Consultancy Service.

### 1 DEFINITIONS

In these Consultancy Terms, in addition to those terms set out in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
"Consultancy Service"	means the Service under which O2 supplies the Customer with customer-specific consultancy services;
"Consultancy Terms"	means this document entitled "Consultancy Terms";
"Materials"	means all Software, manuals, information, data, drawings and other documents and materials provided by O2 as part of the Consultancy Service;
"Order Form"	means the form appended to these Consultancy Terms, which O2 shall complete at the Customer's request in advance of provision of a particular consultancy service and which the Customer shall sign before the service detailed therein can be provided.
"Working Hours"	means 9.30am – 5.30pm on Working Days.

### 2 SERVICE STANDARDS

- 2.1 The delivery of the Consultancy Service will be within standard Working Hours.
- 2.2 All times and dates for provision or completion of the Consultancy Service are estimates and O2 accepts no liability for failure to meet those dates. Some timescales are not within O2's control and may depend upon the accuracy and completeness of documents or other materials supplied by the Customer or Third Parties to O2.
- 2.3 O2 assumes no responsibility for any typographical, technical, substantive or other inaccuracies in the Consultancy Service and/or Materials.
- 2.4 If the Consultancy Service includes advice or work on Customer Equipment or a Customer network O2 does not guarantee that following provision of the Consultancy Service under this Agreement, the Customer Equipment or Customer network will not be subject to any unlawful access, fraud or other misuse and O2 will have no liability to the Customer in respect of such unlawful access, fraud or other misuse.

### 3 ORDERS AND CHARGES

- 3.1 The Customer should request a particular Consultancy Service from O2 in writing to its O2 account manager, detailing all relevant details. O2 may accept or reject any such request at its discretion.
- 3.2 If O2 deems a request made under clause 3.1 of these Consultancy Terms to be practicable, O2 shall complete an Order Form with all relevant details (including details of associated Charges) and submit it to the Customer for approval and signature. Once signed by the Customer, an Order Form may not be revoked by the Customer.
- 3.3 The Charges for any particular Consultancy Service shall be as set out in the associated Order Form.
- 3.4 Any cancellation of a Consultancy Service following signature of the associated Order Form will result in the all Charges detailed in such Order Form becoming payable.

### 4 O2 EMPLOYEES

- 4.1 O2 will provide the Consultancy Service using such O2 Employees as it considers suitably qualified to undertake the work. O2 will try to maintain continuity of the O2 Employees who perform the Consultancy Service but reserves the right at any time to change those employees.

- 4.2 O2 Employees engaged in the performance of the Consultancy Service will at all times remain under the direction and control of O2.
- 4.3 Nothing in this Agreement will prevent O2 Employees involved in the performance of the Consultancy Service from performing similar services for other customers or in any way restrict O2's use of such employees.
- 4.4 The Customer agrees that during the course of this Agreement and for a period of 12 months after its termination it will not employ, or engage as an independent consultant, or offer such employment or engagement to any O2 Employee who has been involved in providing the Consultancy Service, without O2's prior written consent.

## **5 ACCESS, SITE REGULATIONS, OFFICE ACCOMMODATION AND INFORMATION**

- 5.1 To enable O2 to carry out its obligations under this Agreement, the Customer will provide O2 Employees, who produce a valid identity card, with access to any Site and any other premises outside O2's control, at all reasonable times. O2 will normally only require access during Working Hours but may, on reasonable notice, require the Customer to provide access at other times. O2 may agree to work outside Working Hours but the Customer may incur additional charges for doing so. O2 will notify the Customer of any such additional charges in advance.
- 5.2 The Customer will, on request, provide O2 free of charge and as promptly as reasonably practicable with adequate office accommodation, facilities, office support, other items detailed in the Order Form or other reasonable items notified to the Customer which O2 may require to perform the Consultancy Service.
- 5.3 The Customer will provide a suitable and safe working environment for O2 Employees and anyone acting on its behalf. O2 Employees will observe the Customer's reasonable Site regulations, as previously advised in writing to O2. In the event of any conflict between such Site regulations and this Agreement, this Agreement will prevail.
- 5.4 The Customer will provide O2 with all documents and other material concerning the Customer's operations and activities and access to all personnel necessary to enable O2 to perform the Consultancy Service.
- 5.5 O2 will be entitled to dispose of any documents and other material received from the Customer in connection with these Consultancy Terms on the earlier of 3 months after completion of the Consultancy Service described in the relevant Order Form or termination of this Agreement.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Notwithstanding anything to the contrary in clause 29 of the General Conditions, the provisions of this clause 6 shall take precedence over the provisions of clause 16 of the General Conditions in the event of any conflict.
- 6.2 Unless specified otherwise in an Order Form all intellectual property developed in the course of the provision of any Consultancy Service will vest in O2 and nothing in this Agreement will require O2 to transfer, assign or licence any intellectual property or grant any intellectual property rights to the Customer.
- 6.3 Either party may use any know-how acquired, principles learned or developed, or experience gained, during the performance of any Consultancy Service to perform work for other customers.
- 6.4 The Customer shall not copy or distribute the Materials or use the Materials for internal training sessions without the prior written consent of O2.
- 6.5 O2 hereby grants the Customer a non-exclusive, temporary and non-assignable licence to use the Materials subject to the terms and conditions of this Agreement (the "Licence"). The period of the Licence shall commence as at the commencement of the delivery of the particular Consultancy Service under an Order Form and shall terminate on the earlier of (a) the completion of the particular Consultancy Service under an Order Form; or (b) immediately upon written notice to the Customer from O2. The Licence shall be solely used for the purpose of receiving the Consultancy Service.

- 6.6 Upon termination of a particular Consultancy Service under an Order Form, the Customer will promptly return to O2 the associated Materials, or, upon request, provide O2 with written confirmation that such Materials, including all copies and modifications thereof, have been destroyed and/or permanently deleted.

---

## APPENDIX TEMPLATE ORDER FORM

---

### 1 KEY CONTACTS

#### Supplier Contact

Supplier Name	
Supplier Address (including postcode)	
Supplier Contact Number	

#### Customer Contact

Customer Name	
Customer Address (including postcode)	
Customer Contact Number	

### 2 CONSULTANCY SERVICES

#### Context

[•]

#### Deliverable(s)

[•]

#### Methodology

[•]

#### Start date

[•]

#### Finish date

[•]

#### Location(s) where Consultancy Service to be delivered

[•]

### 3 CHARGES

The cost of this work will be £[•] excluding VAT [payable in advance] [payable in the following instalments upon completion of the following deliverables: ].

### 4 ORDER NUMBER

[•]

Signed on behalf of the Customer:

Name:

Signature:

Date:

Position: