

## GENERAL TERMS AND CONDITIONS

“We” or “Us” means ADECS Ltd t/a ADECS-Maple whose registered office is at 6 Coventry Innovation Village Cheetah Road Coventry CV1 2TL.

“You” or “Your” means you the customer contracting to obtain goods or services from Us.

### **1 THE AGREEMENT**

- 1.1 These terms and conditions and appendices (including documents specifically referred to in it) are the whole of the terms and conditions governing the agreement between Us. If there are any inconsistencies in the terms of these General Terms and Conditions and the terms in the Appendices, the terms in the Appendices shall take precedence.
- 1.2 The appendices to this Agreement provide additional terms and conditions specific to the goods or services being procured as follows:
  - [Appendix 1 – Licensing of Software](#)
  - [Appendix 2 – Hardware](#)
  - [Appendix 3 – IT Support](#)
  - [Appendix 4 – Consultancy and Training](#)
  - [Appendix 5 – Website Design](#)
  - [Appendix 6 – Hosting](#)
  - [Appendix 7 – Domain Names](#)
  - [Appendix 8 – Print & Design](#)
  - [Appendix 9 – Software Development Services](#)
- 1.3 This Agreement may only be amended if agreed and signed by both parties in writing.
- 1.4 We cannot be held responsible for any statements We have not confirmed in writing. If the quotation contains that statement, or explicitly refers to the document containing it, then it becomes part of the agreement and We will accept responsibility for it (subject to these Terms and conditions).
- 1.5 In this Agreement headings are included for convenience and do not affect interpretation.
- 1.6 Reference to the singular includes the plural and vice versa, reference to one gender includes all genders including the neuter gender; reference to a person includes individuals, partnerships, companies and all other legal persons (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence).

### **2 QUOTATIONS**

- 2.1 We will provide you with a quotation for the goods or services you wish to procure.
- 2.2 The quotation will detail the goods or services and their costs.
- 2.3 Quotations are valid for no longer than 30 days from the date of issue unless it expressly states anything to contrary in the quotation.
- 2.4 A quotation does not amount to a contractual offer and is an indication that We may be willing to supply at a particular price.
- 2.5 No price specified in the quotation or elsewhere includes VAT or other applicable taxes or duties unless specifically stated.

### **3 SPECIFICATIONS**

- 3.1 We may provide a specification of the goods or services.
- 3.2 We reserve the right to alter specifications from time to time providing the alteration does not materially adversely affect the performance or functionality of the goods or services.
- 3.3 You may request and We may accept a variation to the specification, such variation may have an impact on cost and time to deliver but this will be notified to you in writing. Any variation to a specification is only valid once approved in writing by Us.

### **4 YOUR OBLIGATIONS**

- 4.1 You confirm that You have told Us everything You know or suspect which may make the goods or services significantly more difficult for Us to provide.
- 4.2 You confirm that You have checked the specifications set out in and attached to the quotation and that they are correct.

### **5 SUB-CONTRACTING**

- 5.1 We may sub-contract any of the services We have agreed to provide under this Agreement to any third party at our discretion.
- 5.2 Where We have sub-contracted any services to a third party specified by You, We shall not be liable for any non-performance of that third party's obligations, and for the purposes of this Agreement, any delay or hindrance caused by or attributable to that third party shall be considered to have been caused by You.

### **6 THIRD PARTY RECOMMENDATIONS**

- 6.1 We may recommend or suggest that another person or company provide goods or services. By making this recommendation or suggestion, We do not guarantee that work.

### **7 TIME FOR PERFORMANCE**

- 7.1 We will take all commercially reasonable steps to provide you with your goods or services at the times stated but We shall not be liable for late performance where it is beyond our reasonable control (it is due, for example, to the failure of our own suppliers to perform).

### **8 UNUSUAL CIRCUMSTANCES**

- 8.1 If circumstances arise which are largely beyond our control, and which make it no longer commercially sensible for Us to continue your order, We may cancel it on the Terms set out below.
- 8.2 If We decide to cancel it
  - 8.2.1 We shall give You notice, and We shall not be responsible for any loss to You which arises because of that decision (although any other rights which You may have arising before We made that decision will still stand); and
  - 8.2.2 You will pay Us a reasonable sum in relation to the proportion of your order which We have fulfilled.

### **9 PAYMENT**

- 9.1 You must pay Us the price specified in the quotation, including any VAT which may apply in accordance with the Terms and on the dates contained in it (if no Terms or dates are referred to, the price is payable immediately).
- 9.2 If We have undercharged You the VAT that should have been due on an order, You agree to pay Us the outstanding VAT immediately. If We have overcharged You VAT, We shall refund You the amount that You have overpaid.

- 9.3 If You fail to pay the whole or part of any sum You owe to Us (whether because of this Agreement or not) by the time it comes due for payment, all sums which You owe to Us (whether because of this Agreement or not) will become due for payment immediately, and We may issue court proceedings against You to recover them without giving You any further notice.
- 9.4 You must pay Us the whole of the amount due. You may not set off or deduct anything from this amount without our prior written permission.
- 9.5 Any sums which remain unpaid after they became due are subject to interest at a rate of 4% over the base rate of Lloyds TSB Bank plc from time to time, compounded monthly, both before and after judgement.
- 9.6 We may assign the benefit of any debt owed to Us by You to any third party at any time.

## **10 GUIDELINE TO PAYMENT TERMS DEFINITIONS**

- 10.1 No Terms specified: payment is due in full on acceptance of the order;
- 10.2 "30 days": payment is due on the 30th day after You placed the order;
- 10.3 "On installation": payment is due in full immediately upon practical completion (as defined below) of installation
- 10.4 "lease": means that
- 10.4.1 (in the case of hardware) title to hardware does not pass to You (unless explicitly stated in, and subject to the Terms of, the order);
- 10.4.2 (in the case of software) the licence is a periodic licence and periodic fees are payable under the provisions of the licence agreement.
- 10.5 "Practical completion" means that software or installation has been completed to the extent that it is reasonably possible to use it for normal contemplated use, save only for any minor snagging items (which will usually be dealt with under the Terms of our warranty).

## **11 INTELLECTUAL PROPERTY**

- 11.1 You acknowledge that any material of any nature which We provide You with, either under this Agreement or otherwise (for example, quotations or other pre-contractual material) may contain intellectual property which is either our property or licensed to Us (including copyright, trademarks, registered and unregistered designs and patents). Nothing in this Agreement is intended either as a licence for You to use such intellectual property or as a transfer of such intellectual property unless explicitly stated in writing.

## **12 CONFIDENTIALITY**

- 12.1 We may have given You, and may give You in the future, confidential information (which includes but is not limited to information relating to our products, planned products, services, know-how and details of our marketing, support and internal structures and similar information relating to our suppliers, customers or related products).
- 12.2 You agree that You will use confidential information solely for the purposes of this Agreement and for evaluating future products or services which are or may be supplied by Us, and that You shall not disclose, whether directly or indirectly, to any third party confidential information other than as required to carry out the purposes of this Agreement.
- 12.3 Before You make any such disclosure to a third party, You must obtain from them a duly binding agreement to maintain in confidence the information to be disclosed which is at least as effective as this obligation is on You.
- 12.4 The clause above shall not prevent the disclosure or use by You of any information:
- 12.4.1 which is or hereafter, through no fault of your own or of those to whom You have entrusted it, becomes public knowledge;
- 12.4.2 or to the extent permitted by law.
- 12.5 We agree to be bound by the obligations contained in the above clauses 12.1 and 12.2 likewise in relation to any confidential information which You may give Us.

## **13 DATA PROTECTION**

- 13.1 For the purposes of this clause 13 the following definitions shall apply:
- Data Protection Legislation** means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the United Kingdom (UK)) the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") and any other directly applicable European Union regulation relating to privacy.
- UK Data Protection Legislation** means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- Controller, Data Subject, Personal Data, Processor and processing** shall have the respective meanings given to them in applicable Data Protection Legislation from time to time (and related expressions, including **process, processed, processing, and processes** shall be construed accordingly) and **international organisation** and **Personal Data Breach** shall have the respective meanings given to them in the GDPR;
- Protected Data** means Personal Data received from or on your behalf in connection with the performance of our obligations under this Agreement; and
- Sub-Processor** means any agent, subcontractor or other third party (excluding its employees) engaged by Us and approved in writing by You for carrying out any processing activities on your behalf in respect of the Protected Data.
- Compliance with Data Protection Laws**
- 13.2 The parties agree that You are a Controller and that We are a Processor for the purposes of processing Protected Data pursuant to this Agreement.
- 13.3 You will at all times comply with all Data Protection Laws in connection with the processing of Protected Data.
- 13.4 You will ensure all instructions given by You to Us in respect of Protected Data (including the terms of this Agreement) shall, at all times, be in accordance with Data Protection Laws.
- 13.5 We shall process Protected Data in compliance with the obligations placed on Us under Data Protection Laws and the terms of this Agreement.
- Instructions**
- 13.6 We shall only process the Protected Data for the purposes of performing the services as instructed by You and in accordance with this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform You of that legal requirement before processing, unless applicable law prevents Us doing so on important groups of public interest).
- 13.7 If We believe that any instruction received by Us from You is likely to infringe the Data Protection Laws, we shall promptly inform You and be entitled to cease to provide the relevant services until the parties have agreed appropriate amended instructions which are not infringing.
- Security**
- 13.8 Taking into account the state of technical development and the nature of processing, we shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- Sub-processing and personnel**
- 13.9 We shall:
- 13.9.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except our or our Sub-Processors' own

employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to Protected Data) without your prior written authorisation;

- 13.9.2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written Agreement containing materially the same obligations as under this clause 13 that is enforceable by Us and ensure each such Sub-Processor complies with all such obligations;
- 13.9.3. remain fully liable to You under this Agreement for all the acts and omissions of each Sub-Processor as if they were our own; and
- 13.9.4. ensure that all persons authorised by Us or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

#### **Assistance**

- 13.10. We shall (at Your Cost):
  - 13.10.1. assist You in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Us; and
  - 13.10.2. taking into account the nature of the processing, assist You (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under application Data Protection Laws) in respect of any Protected Data.

#### **International transfers**

- 13.11. We shall not process and/or transfer, or otherwise directly disclose, any Protected Data in or to countries outside the United Kingdom or to any international organisation without your prior written consent.

#### **Audits and processing**

- 13.12. We shall, in accordance with Data Protection Laws, make available to You such information that is in our possession or control as is necessary to demonstrate our compliance with the obligations placed on Us under this clause 13 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by You (or another auditor mandated by You) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 13.9).

#### **Breach**

- 13.13. We shall notify you without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

#### **Deletion/return**

- 13.14. At the end of the provision of the services relating to the processing of Protected Data, at your cost and your option, We shall either return all of the Protected Data to You or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Us to store such Protected Data. This clause 13 shall survive termination or expiry of this Agreement

### **14 ANTI BRIBERY & MODERN SLAVERY**

- 14.1. We and You shall each comply with all applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirements or notice of any regulatory body or delegated or subordinate legislation relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Anti-Bribery Requirements") and the Modern Slavery Act 2015.

### **15 INDEMNITIES**

- 15.1. Where We do anything for You on your premises or premises under your control, You agree to indemnify Us and keep Us indemnified against any loss, damage claim or expense arising out of the physical injury of or death of any of our staff arising in any way from our performance of this Agreement and arising by reason of the provision of defective equipment, your failure to provide a safe system of work or otherwise by reason of any negligent act or default on your part or on the part of your servants or agents or other person on your premises.
- 15.2. If We have agreed that We are to do anything under this Agreement on your instructions, and as a result We are in breach of any rights of anyone else (or anyone else threatens Us with proceedings for breach of their rights) You agree to indemnify Us against any loss We may suffer, including legal costs, in defending or resisting the proceedings or claim, or settling the proceedings or claim on legal advice. Your obligations under this clause 14.2 will remain after the rest of the agreement has terminated whatever the reason for termination.
- 15.3. If You come across any circumstances which may lead to a claim under this clause, You agree to tell Us about them as soon as possible.
- 15.4. If, as a result of such a claim or threat, We decide that it is no longer commercially sensible to proceed with your order, We may cancel the order.

### **16 LIMITATION OF LIABILITY**

- 16.1. Our entire liability under this Agreement shall be limited to the value of the goods or services provided under it (or, in the case of a breach of any of the Terms referred to in clause 13 above, the appropriate level of liability contained within those Terms).
- 16.2. In no event shall We be liable for any loss of use, interruption of business, loss of profits, loss or corruption of data, or indirect, special incidental, punitive or consequential damages of any kind arising out of or relating to the goods or services provided under this Agreement even if We have been advised of the possibility of such damages.
- 16.3. Nothing at all in this Agreement is intended to reduce or restrict our liability for the death of or personal injury to anyone caused by our negligence or the negligence of anyone for whom We are responsible (which may include, for example, our employees, sub-contractors or agents) or for anything that may not be restricted under applicable law.

### **17 TERMINATION**

- 17.1. If, in our reasonable opinion, it appears that You will be unable to meet the payment terms We have agreed We may terminate this Agreement upon notice immediately, in which case We shall no longer be under any obligation to do any work for You under this Agreement, and You shall immediately become liable to pay Us all sums which You owe Us (whether or not under this Agreement and whether or not they have become due). In addition, You will be liable to pay Us a reasonable sum representing the work We have done up to the date of termination.
- 17.2. For the avoidance of doubt, each of the following is a reasonable reason for termination under clause 17.1 above:
  - 17.2.1. the presentation of a bankruptcy or winding-up petition against You;
  - 17.2.2. the appointment of a manager, receiver or administrator over all or any part of your assets;
  - 17.2.3. the commencement of any winding-up process (other than for the purposes of reconstruction or amalgamation);
  - 17.2.4. the entry into or proposal of any form of arrangement or composition with your creditors; or
  - 17.2.5. anything analogous to the above sub-sub-clauses in any jurisdiction.

### **18 ASSIGNMENT**

- 18.1. Except as is specifically referred to in this Agreement, neither of Us may assign the benefit or the obligations of any part of this Agreement without the written consent of the other.

## **19 REFERENCES**

- 19.1 You grant Us a license to use Your name and logo in our customer lists; such license shall survive the termination of this Agreement.
- 19.2 We may use Your name as a reference in our marketing and sales activities.

## **20 NON-POACHING**

- 20.1 You agree not to approach or engage any of our staff (with whom You have had contact) directly or indirectly within six months of the termination of any agreement between You and Us.
- 20.2 You agree not to introduce any member of our staff to any other person with a view to them engaging that person within the time scale set out above.
- 20.3 If You breach this clause 21, we each agree that actual damages will be difficult to assess; consequently, in the event of such a breach we each agree that You shall pay to Us as liquidated damages, and not as a penalty, an amount equal to one year's compensation offered to the employee by You or a person introduced by You. We each agree that this clause 21 shall not apply to personnel responding to general advertisements in public media and other public solicitations for employment.

## **21 NOTICES**

- 21.1 Where any notice is required to be given under this Agreement (where the word "notify" is used it means "to give notice"), it shall be considered to have been validly given if in writing and sent by fax, email or prepaid first-class or airmail post to the correct fax number, email address or postal address of the relevant party as contained on the quotation or prior correspondence, or subsequently notified to the other party.
- 21.2 Notice is deemed to have been received where sent by:
  - 21.2.1 Email: 24 hours after it was sent (unless within those 24 hours the sender has been sent an email saying that the notice has not been delivered); and
  - 21.2.2 Post: the third working day after the day on which it was sent (if sent to an address within the UK), the fifth working day (if sent to an address within the EEA) or on the seventh working day (anywhere else in the world) (unless in each case within that period it was returned as undelivered).

## **22 DISPUTES**

- 22.1 If any dispute or grievance arises between us out of this Agreement, before taking any further action, we each agree that it will be discussed by staff members of each of us who are most closely involved with the running of the agreement.
- 22.2 If that does not produce a resolution, the problem will be escalated to the respective superiors of each staff member respectively, until the problem is dealt with. Only if the respective CEOs of each party cannot reach agreement on the dispute will the matter be taken to the next stage as set out below.
- 22.3 Should the escalation mechanism set out in 22.1 & 22.2 above fail to be effective, before taking any other action we each agree to submit in good faith to a mediation procedure administered by ADR Group of Bristol, or, failing that, such other similar organisation as the President for the time being of the Law Society of England and Wales shall nominate. Unless we agree otherwise, the costs of the mediation shall be borne equally by each of us.

## **23 WAIVER**

- 23.1 If We fail to rely on our strict legal rights under this Agreement, that shall not prevent Us from relying on those rights at any time in the future.

## **24 LAW**

- 24.1 This Agreement (including any associated non-contractual disputes or claims) is subject in all respects to English Law. We each hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this Agreement.

**APPENDIX 1**  
**ADDITIONAL TERMS FOR THE SUPPLY AND LICENSING OF SOFTWARE (“ADDITIONAL TERMS”)**

**1. AGREEMENT TO SUPPLY**

- 1.1. We agree to supply the Software referred to in the quotation at the price stated subject to the General Terms and Conditions and these Additional Terms (“supply” in this Agreement means “license and (if appropriate) provide with media”).
- 1.2. Nothing in this Agreement is intended to pass the title in any copyright or other intellectual property to You, and any right which You gain to use intellectual property is obtained solely under licence as more particularly set out in the rest of this Appendix).

**2. PAYMENT OF LICENCE FEE**

- 2.1. You agree to pay the licence fee in accordance with the payment terms as both set out in the quotation.
- 2.2. If the licence fee is a periodic licence fee, You agree to pay each periodic fee promptly in accordance with the Terms of payment set out in the quotation.
- 2.3. If it states in the quotation that You are to pay by direct debit, You authorise Us to deduct relevant payments from the appropriate bank account.
- 2.4. If You fail to pay any periodic fee due, your licence to use the software will terminate and that there may be disabling devices in the software which prevent its further use while You remain unlicensed.

**3. MEDIA WARRANTY**

- 3.1. Where We have supplied the software on magnetic or optical media, We warrant the media (as opposed to any programs or data which the media may contain) to be free from transcription errors or defects in manufacture for a period of 90 days from the date We supply it.
- 3.2. During the warranty period, We will repair or replace (at our option) the media with media not containing the transcription error or defect, provided that You have not abused it and You are not in breach of any of your obligations to Us or to any licensor of the software or data contained on the media. This warranty is in addition to any rights You may have by law.

**4. SPECIFICATION**

- 4.1. We shall not be liable for the software’s fitness for any purpose or satisfactory quality. We warrant only that it complies with its description as set out in the quotation.
- 4.2. We shall not be liable for any failure of the software except as otherwise set out in this Agreement.

**5. SOFTWARE LICENSED BY US**

- 5.1. “Our Software” means software of which We own the copyright, or to which We have been granted a licence to sub-license.
- 5.2. Where We supply You with Our Software, it is on the following Terms:
  - 5.2.1. We supply it to You under the Terms of our standard software licence, (a copy of which is available on request) and which is incorporated in this Agreement.
  - 5.2.2. We warrant that it complies substantially with its description and functions substantially in accordance with the documentation supplied with it.
- 5.3. Where We supply Our Software You confirm that You have received adequate demonstration of the Software prior to entering into this Agreement.

**6. SOFTWARE LICENSED BY THIRD PARTIES**

- 6.1. Where We supply software that is not our software, We have taken reasonable steps to ensure that it does not infringe the rights of third parties. We cannot be held responsible for any such infringement, save that if the infringement relates to the whole (as opposed to the part) of any software supplied under this Agreement, We shall (at our option):
  - 6.1.1. replace that software with non-infringing software;
  - 6.1.2. obtain at no cost to You a valid licence to continue to use the software; or
  - 6.1.3. refund the licence fee applicable to that software.
- 6.2. In any of those cases, We shall be under no further liability to You in respect of that software.
- 6.3. If We decide that it is not practical to obtain replacement software or a valid licence, this constitutes the “unusual circumstances” referred to in clause 8 of the General Terms and Conditions.

**7. CONFIGURATION OF SOFTWARE**

- 7.1. You acknowledge that the configurations or arrangements of software or data which We have installed may be subject to copyright (and in the absence of our written permission) You are granted no licence to copy that configuration or arrangement onto any system other than the one on which We installed the software.

**8. COMPLIANCE WITH INSTRUCTIONS**

- 8.1. You agree to comply with all reasonable instructions regarding the use of the software, and to provide adequate training to all operators of it.
- 8.2. You will ensure that the system on which the software is running
  - 8.2.1. is and continues to be well and adequately maintained;
  - 8.2.2. is and continues to be contained in the hardware compatibility lists of all suppliers of software intended to be running on that system and in respect of that software;
  - 8.2.3. is and continues to be within the hardware and performance specifications required by the suppliers of all software running on the system,
  - 8.2.4. does not contain any extraneous programs, data or hardware which are not reasonably necessary for the use of the system for its intended purpose.
- 8.3. You agree to install patches and upgrades to all software supplied under this Agreement (or reasonably necessary for the functioning of software supplied under this Agreement) as and when We notify You to do so. You are warned that there may be charges for these patches or upgrades.
- 8.4. You agree to maintain a comprehensive log of all faults or problems encountered in running the software and agree to allow Us to see it on request.

**APPENDIX 2**  
**ADDITIONAL TERMS FOR THE SUPPLY OF HARDWARE (“ADDITIONAL TERMS”)**

**1. AGREEMENT TO SUPPLY**

1.1. We agree to supply the hardware set out in the quotation for the price stated subject to the General Terms and Conditions and to these Additional Terms.

**2. CONFORMITY WITH DESCRIPTION AND WARRANTIES**

- 2.1. Where You have purchased goods that are sold by a specific description, or where it states in the quotation that We have not specified the goods, We warrant that the goods conform with that description, but We do not warrant that they are fit for any particular purpose.
- 2.2. Where it states in the quotation that We have specified the goods, We accept liability in respect of that specification (including, but not limited to, our warranty that they are fit for a particular purpose) only to the extent that, the information You provided to Us in order to specify such goods is true, accurate and complete and that the manufacturer of the goods description is also true, accurate and complete.

**3. RETENTION OF TITLE**

- 3.1. Title to any goods does not pass until all sums owed by You to Us (whether under this Agreement or otherwise) are paid.
- 3.2. Until title to any goods passes, You agree to keep them separately from your other goods and marked to indicate that We still possess title to them.
- 3.3. You grant Us an irrevocable licence to enter any of your premises where such goods are stored to repossess such goods should You be in breach of any payment Terms of this Agreement.
- 3.4. Should We repossess any goods pursuant to clause 3.3 above We may make arrangements to re-sell them in any reasonable way (including public auction) or take them back into stock in which case We will credit You with the resale We achieve (less any costs of re-sale and repossession) or a deemed value of such resale should We decide to take them back into stock (the deemed value will be calculated on the basis that the goods would be sold as second hand, and will deduct any costs of repossession).

**4. DELIVERY**

- 4.1. The price stated in the quotation, unless written otherwise, for supply of the goods does not include delivery.
- 4.2. If You collect the goods or arrange for a carrier to collect the goods on your behalf You will become responsible for the goods (whether or not You have become the legal owner under clause 3 above) when they are collected.
- 4.3. If We have agreed in writing to deliver the goods, You will become responsible for the goods (whether or not You have become the legal owner under clause 3 above) as soon as We have delivered them to You. If We use a third party carrier to deliver them, We shall be liable for damage or shortfall up to the point of delivery to You provided that:
- 4.3.1. the damage or shortfall is notified to Us and to the carrier (in writing) within three days of the delivery AND the goods have been signed for as not examined AND You have handled them in accordance with the carrier's conditions; OR
- 4.3.2. (if the goods have not been delivered at all) You notify Us and the carrier (in writing) within three days after the scheduled delivery date.
- 4.4. Unless You inform Us otherwise within three days of receipt of the goods, You will be taken to have accepted all the goods received in that consignment.
- 4.5. If You fail to take delivery of goods when an attempt to deliver has been made or goods are returned to Us because You have supplied an incorrect delivery address, We reserve the right to charge for additional delivery charges that We may incur for re-delivery of goods. We reserve the right to retain goods until the cost of re-delivery has been paid.

**5. INSTALLATION AND ON-SITE REPAIR**

- 5.1. The price given on the quotation does not, unless written otherwise, include installation and servicing.
- 5.2. If We agree to install or service or repair any goods at a place where You specify (“the Area”), you must (unless obviously irrelevant):
- 5.2.1. (or You will arrange that someone will) provide Us with unhindered access to the Area at the time We have arranged;
- 5.2.2. ensure that surfaces to which the goods may be affixed are in a condition suitable for the goods to be installed;
- 5.2.3. provide Us with safe suitable electrical supply at the Area;
- 5.2.4. ensure that the Area is safe; and
- 5.2.5. provide Us with suitable services (e.g. cooling water) at the Area.
- 5.3. If We are unable to complete the installation, servicing or repair, or if it takes longer than usual because You have not completed any of the above, We may charge You for any lost time or additional expense We incur as a result.

**6. LIMITED WARRANTY**

- 6.1. We warrant that for a period of one year goods manufactured by Us will be free from any significant defects in materials and workmanship and will perform in accordance with any specifications published by Us, providing, the goods have been correctly installed, are used for its intended purpose and the operating conditions are within the range specified.
- 6.2. This warranty will be rendered void and not apply if:
- 6.2.1. the goods have been altered, repaired or modified by any party other than Us or a party authorized by Us;
- 6.2.2. the goods have been damaged in any way, by accident, power spikes/surges or similar events or by any intentional, reckless or negligent acts or omissions of any party;
- 6.2.3. the defect has arisen because of failure to follow instructions; or
- 6.2.4. you are in breach of this Agreement.
- 6.3. This warranty only applies to goods manufactured by Us (if We have supplied another manufacturer's goods You may be covered by a warranty from that manufacturer) and does not cover consumables (“consumables” includes laser printer drums, toner, ink, ribbons, paper, print heads and any other items for which it would be reasonable to expect replacement during the lifetime of the goods in question).
- 6.4. This warranty is only between You and Us and the benefit of it may not be transferred to any other person. All warranty claims must be made by You directly to Us.

**7. REMEDIES**

- 7.1. Upon discovery of a defect in the goods manufactured by Us or the services We have supplied you must contact Us within 7 days of its discovery.
- 7.2. We will determine whether you are eligible for an on-site warranty visit or whether you need to return the defective goods to Us.
- 7.3. We agree (at our discretion) to replace, repair or issue a credit note in respect of any of the goods manufactured by Us or remedy any services

which We supply and which are found to be defective in materials or manufacture.

- 7.4. Where We make replacements or repairs under this warranty, the warranty which applies to such replacements or repairs extends only to the unexpired balance of warranty at the time of such replacement or repair.
- 7.5. If We opt to replace defective goods or services, but an exact replacement is not readily available, We agree to make the replacement with goods or services of similar or better quality. In any case, the replacement or repair may be with quality reconditioned or remanufactured parts.
- 7.6. Unless You are eligible for an on-site warranty visit as described below, You are responsible for ensuring that the goods reach Us safely (at your cost). YOU MUST ONLY RETURN GOODS AFTER HAVING CONTACTED US AND RECEIVED AUTHORISATION. WE MAY QUOTE YOU A "RETURNS AUTHORISATION" NUMBER IN WHICH CASE IT MUST BE CLEARLY DISPLAYED ON THE OUTSIDE OF THE PACKAGING.
- 7.7. If We installed the goods or performed the services at a site within the UK and You are the end-user and purchased the goods or services directly from Us, We will visit that site to fulfil our obligations under this warranty. IF WE VISIT THE SITE AND WE FIND THAT THE DEFECT IS NOT COVERED BY THIS WARRANTY WE MAY CHARGE YOU FOR ANY TIME WASTED.
- 7.8. THIS WARRANTY IS IN ADDITION TO YOUR STATUTORY RIGHTS  
This Warranty does not extend to configuration or installation of software or recovery of lost or corrupted data. (Configuration and installation services may be available under our Maintenance Terms).

You are advised to take regular, verified backups of all software and data and to store them off-site.

**APPENDIX 3**  
**ADDITIONAL TERMS FOR THE SUPPLY OF IT SUPPORT (“ADDITIONAL TERMS”)**

**1. AGREEMENT TO SUPPLY**

1.1. We agree to supply the IT support services set out in the quotation (“IT Support Services”) for the price stated subject to the General Terms and Conditions and to these Additional Terms. The quotation will state whether the IT Support Services are provided for software, hardware or both and these Terms shall apply accordingly.

**2. ASSIGNMENT**

2.1. We may by notice assign part of or the whole benefit and burden of this support agreement to any other person who in our reasonable opinion is capable of carrying out its Terms. Any assignment under this clause is without prejudice to any other contractual arrangement between Us.

**3. IT SUPPORT SERVICES**

- 3.1. IT Support Services includes helpdesk support. We will respond to problems telephoned or emailed to our helpdesk which is available during our normal working hours (which are 8am to 6pm Monday to Thursday and 8am to 5:30pm Friday and exclude public holidays).
- 3.2. The level of support to which You are entitled is graded as specified in the quotation and the grading refers to our “Levels of Support” document in force from time to time.
- 3.3. We prioritise support into urgent and non-urgent problems. An urgent problem is:
- 3.3.1. significant degradation or failure of the System;
  - 3.3.2. defective Software distribution media;
  - 3.3.3. software performance significantly inconsistent with documentation; or hardware failure rendering any major subsystem of the System inoperable or significantly degraded.
- Any other problem is classified as a non-urgent problem.
- 3.4. Out of Hours Support. We shall, if specified in the quotation, provide out-of-hours support.
- 3.5. Our support staff will attempt to solve a problem immediately, or in any rate as quickly as reasonably possible, taking into account that urgent problems have priority over non-urgent problems. When appropriate, We will try to give an estimate of how long a problem may take to resolve. We will keep You informed of the progress of problem resolution.
- 3.6. In the course of solving a problem We may issue You with a workaround which will enable You to continue working (albeit with possibly reduced functionality) which may cause your problem to be reclassified as a non-urgent problem.
- 3.7. Our ability to provide support for third party software is dependent upon the assistance of the supplier of that software. We will use all reasonable efforts to deal with software problems which are caused by third party software (provided that that software is covered by this Agreement) but cannot guarantee to solve problems arising from third party software.
- 3.8. On-site support will only be provided if specified in the quotation and where appropriate in the event telephone support does not resolve the problem.
- 3.9. We shall charge at our usual applicable hourly rates for any support other than support provided under this Agreement.
- 3.10. This Agreement does not oblige Us to install, configure, reinstall or reconfigure any software or to reinstate or reload any data except to the extent that We shall load your last non-corrupt complete backup (“the last backup”) and ensure that any subsequent software fixes which We have implemented pursuant to this Agreement are implemented. It is your responsibility to re-key or re-enter any data entered since the last backup was taken.
- 3.11. You acknowledge that diagnosis and support may result in the corruption or erasure of software or data and You must therefore ensure that You keep careful, up-to-date verified backups of software and data using a rotation system and regularly replaced media.
- 3.12. We specifically do not provide a data recovery service under this Agreement. We may be able to provide data recovery services (or subcontract them to third parties) under a separate agreement, but You are advised that data recovery costs are significantly more than You may have anticipated. YOU MUST KEEP REGULAR BACKUPS OF DATA AND SOFTWARE AND KEEP THEM SECURE OFF-SITE.

**4. YOUR OBLIGATIONS**

- 4.1. You must submit sufficient material, information and assistance to enable our support staff to duplicate the problem. This includes providing sample data (including the data on the system when the problem was encountered).
- 4.2. Where the software is dependent for its operation on other software, or on specific hardware, We may decline to provide software support unless:
- 4.2.1. You have a maintenance or support agreement with Us in respect of that software or hardware (for which charges additional to those under this Agreement may be levied); or
  - 4.2.2. You have a maintenance or support agreement with a third party in respect of that software or hardware the Terms and provide of which We have approved
- 4.3. You agree to comply with the provisions of any software licence agreements applicable to the software covered by this Agreement (the “Software Licence”);
- 4.4. We may provide You with diagnostic or support software (the “Support Software”) in which case You agree:
- 4.4.1. to install and use the Support software on our instructions;
  - 4.4.2. not to copy the Support Software, other than for the purposes of back-up, nor otherwise to reproduce it;
  - 4.4.3. not to translate, adapt, vary or modify the Support Software without our written consent;
  - 4.4.4. to maintain accurate and up-to-date records of the number and location of all copies of the Support Software;
  - 4.4.5. to supervise and control use of the Support Software in accordance with the Terms of this Agreement and of the Software in accordance with the Software Licence;
  - 4.4.6. to replace the current version of Support Software with the upgraded version forthwith upon receipt;
  - 4.4.7. to reproduce and include the copyright notice contained in or on the Support Software on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of any software;
  - 4.4.8. not to provide or otherwise make available the Support Software in whole or in part (including but not limited to program listings, object code, source program listings and source code), in any form to any person other than your employees or authorised contractors without our written consent
  - 4.4.9. within 14 days after the date of expiry or termination of this Agreement for whatever reason give Us a certificate, certifying that the main copy and all backup or other copies of all Support Software and related documentation (in whole and in part), in any form including partial copies or modifications of such software received from Us or made in connection with this Agreement, have

been destroyed, (unless We give You prior written authorisation to retain one copy of it and upon whatever conditions We may think fit).

- 4.5. You agree to provide Us with basic assistance in the installation of user-installable items of hardware and in user- reconfiguration.
- 4.6. Where the hardware covered by this Agreement is dependent upon other hardware not covered by the agreement ("supplementary hardware") You must ensure that the supplementary hardware is included within this Agreement (for which We may levy an additional charge) or by another maintenance agreement as approved by Us, failing which We may decline to provide maintenance for the hardware in question.

## **5. REMOTE SUPPORT**

- 5.1. You will, where specified in the quotation, make available an internet connection for on-line problem resolution. The speed of the connection will be of a specification and type We approve.

## **6. CORRECTION OF SOFTWARE ERRORS**

- 6.1. We may, at our sole discretion, correct software errors by "patch" or by new version, or We may replace software with different software of equivalent functionality.
- 6.2. Where it does not materially impact on the operation of the System, We may specify workarounds as solutions to specific problems.

## **7. OUT OF SCOPE**

- 7.1. Support of other software, hardware, accessories, attachments, machines, systems or other devices not supplied by Us or listed in the quotation as being subject to support (or otherwise covered by agreement).
- 7.2. Rectification of lost or corrupted data arising for any reason other than our own negligence.
- 7.3. Support made more difficult because of any changes, alterations, additions, modifications or variations to the software or hardware covered by this Agreement, the System or operating environment and made without our written consent or at our instructions.
- 7.4. Dealing with faults caused by using the software or hardware outside design or other specifications or outside the provisions laid down in any instructions documentation or manual relating to the software or hardware.
- 7.5. Diagnosis and/or rectification of problems not associated with the software or hardware covered by this Agreement.
- 7.6. Loss of or damage to the hardware covered by standard "all- risks" insurance.
- 7.7. Unless explicitly stated in the quotation, this agreement does not cover the maintenance or replacement of consumables. The term "consumables" includes, but is not limited to, paper, toner, ink, ribbons, media, drive belts, print heads, filters, print drums and any other items which it is reasonable to expect would be replaced from time to time during the life of the item in question.

## **8. DURATION**

- 8.1. The IT Support Services shall continue for one year from the date set out in the quotation ("Initial Term") unless the quotation states anything to the contrary and will continue thereafter for twelve month periods ("Renewal Term") unless either of Us notify the other that it wishes to terminate upon 90 days' prior written notice to the anniversary of the Initial Term or Renewal Term , or such other notice period as may be agreed between the parties and set out in the quotation,.

## **9. SUPPORT CHARGES**

- 9.1. The support charges are as specified in the quotation or as notified to You from time to time under this Agreement ("Support Charges").
- 9.2. Support Charges are payable annually in advance upon receipt of our invoice unless We agree otherwise in writing (or it says otherwise in the quotation). No support will be provided until We have received payment.
- 9.3. The quotation may specify that You are to pay by direct debit in which case We shall debit your account near the date of this Agreement and each renewal date with the Support Charges which are in force at the time that the debit is made.
- 9.4. Support Charges are subject to review no more than once in each twelve-month period (excluding alterations and additions to software which are covered by this Agreement). We will give You at least 90 days' notice before the new Support Charges take effect.
- 9.5. Within 30 days after You have been notified of amended Support Charges in accordance with clause 10.4 above You may, if the charges have been increased, notify Us of your intention to terminate the Agreement in which case the Agreement will terminate (and all Support Services will cease) on the day immediately before the increased charges were due to take effect.
- 9.6. If You alter your hardware or software configuration from that contemplated in the quotation (or as accepted by Us from time to time) or there is any other significant change in the software to be maintained You are required to notify Us immediately in which case:
  - 9.6.1. We will tell You what the amended Support Charges will be and You have 30 days in which to reject by notice the new charges, failing which You are considered to have accepted them.
  - 9.6.2. If You reject the new charges notified to You in accordance with the preceding clause, You will be deemed to have served notice terminating the Agreement in accordance with clause 8.1 above and the old support charges will remain in effect. However, in that case We shall not be required, for the remainder of the contractual period, to provide support services in excess of those We were required to supply before the changes. For the avoidance of doubt, the 90 day notice period still applies. In other words, if You reject the new charges within 90 days of an anniversary of this Agreement, the Agreement will not terminate on that anniversary, but on the next one following it.

## **10. OUR LIABILITY**

- 10.1. We shall not be liable to You for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the software, the hardware, any Support Software, modem or other hardware, its use, the System or other equipment, property or otherwise except to the extent that such liability may not be lawfully excluded unless We have explicitly agreed to accept increased liability in the quotation.
- 10.2. Notwithstanding the generality of clause 10.1 above, We expressly exclude liability for consequential loss or damage which may arise in respect of the Software, any Support Software, any modem or other hardware, its use, the System or other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings unless We have explicitly agreed to accept increased liability in the quotation.
- 10.3. In the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and We becomes liable for loss or damage that could otherwise have been limited, that liability shall be limited to the amount You have actually paid Us for IT Support Services over the last two years.

## **11. TERMINATION**

- 11.1. In addition to provisions for termination contained elsewhere in this Agreement, We may, by notice to You, terminate this Agreement if You are in breach of any term, condition or provision of this Agreement or required by the applicable law and fail to remedy it (if it is capable of

remedy) within 30 days of having received notice of the breach from Us.

- 11.2. Upon termination, You will pay Us all costs and expenses, including legal and other fees incurred and all arrears of charges or other payments arising in respect of the software or hardware, any Support Software or hardware, its support, this Agreement or otherwise and shall comply with your obligation undertaking specified in Clause 4.4.9 (which requires You to certify You have destroyed the support software) above.
- 11.3. Any remedies or rights which We have against You shall continue after termination for any reason.

**APPENDIX 4**  
**STANDARD TERMS FOR THE SUPPLY OF CONSULTANCY AND TRAINING**

**1. AGREEMENT TO SUPPLY**

- 1.1. We agree to provide You with the Consultancy and Training ("Consultancy and Training") services detailed in the quotation at the price stated subject to the General Terms and Conditions and to these Additional Terms. The quotation will have appended to it a specification which defines the scope of the Consultancy and Training.
- 1.2. Where this Agreement refers to "our staff" that includes our employees and sub-contractors engaged to perform the Consultancy and Training.

**2. STANDARD OF CARE**

- 2.1. We agree to perform the Consultancy and Training with the care and skill to be expected of a competent consultant carrying out work of a nature similar to the Consultancy and Training, and in all the circumstances surrounding it.
- 2.2. Unless it explicitly states in the specification that We are providing independent Consultancy and Training services, Consultancy and Training may involve advising on solutions provided by suppliers with whom We have a relationship. However, even where We are not providing independent Consultancy and Training services, our advice will take into account your needs and requirements (as You have told them to Us).

**3. EXPENSES**

- 3.1. Unless otherwise stated, the prices quoted do not include hotel, accommodation, subsistence or travel costs for staff which We supply to You which will be charged to You (with the addition of VAT, if appropriate) at cost.

**4. ADDITIONAL SERVICES**

- 4.1. We may be prepared to carry out additional Consultancy and Training services to You but these will be charged at our usual hourly rate.

**5. INTELLECTUAL PROPERTY**

- 5.1. Where We create any intellectual property at your request or pursuant to the provisions of this Agreement, You are permitted a limited licence to use that intellectual property for your own internal purposes.
- 5.2. This Agreement is not intended to transfer the title to any intellectual property to You and your licence to use any intellectual property as referred to in clause 5.1 above is:
  - 5.2.1. dependent upon You having paid all outstanding sums due under this Agreement or otherwise;
  - 5.2.2. dependent upon You accepting an obligation to reproduce faithfully our copyright symbol or legend on all copies of the intellectual property which You make;
  - 5.2.3. not sole or exclusive.

**6. PROVISION OF ASSISTANCE**

- 6.1. You agree to provide Us with all reasonable assistance and facilities to enable Us to carry out the Consultancy and Training, including:
  - 6.1.1. (if the Consultancy and Training is to take place on site) providing our staff with suitable office space and facilities;
  - 6.1.2. (if the Consultancy and Training includes presentation), providing Us with a suitable room to perform the Consultancy and Training, together with appropriate AV equipment and refreshments;
  - 6.1.3. providing Us with access to the hardware, software and data necessary for Us to carry out the services;
  - 6.1.4. carrying out our reasonable instructions relating to the installation, running and testing of any software on your computer equipment.  
*(note: it may be that the Consultancy and Training work requires down- time on your equipment. If this is the case, unless We have priced for out-of-hours Consultancy and Training, We shall expect You to schedule for reasonable amounts of down-time during working hours);*
  - 6.1.5. providing Us with information and access to your staff which We may reasonably require to carry out the services.
- 6.2. You agree not to change the location where the Consultancy and Training is carried out without our written consent.

**7. STAFF**

- 7.1. We do not guarantee that We can supply specific, named, staff to perform the Consultancy and Training work.

**8. COPYRIGHTS**

- 8.1. You confirm that You have, and will throughout the subsistence of this Agreement continue to, maintain valid copyright and other intellectual property licences in relation to all third party computer programs which are the subject of this Agreement such that anyone working for You under this Agreement will infringe no third party copyright or other intellectual property right in carrying out the Consultancy and Training.

**9. TERMINATION**

- 9.1. This Agreement may be terminated by Us in the following circumstances:
  - 9.1.1. Should any sums due to Us remain outstanding after they became due; or
  - 9.1.2. in the event that the You fail to provide the staff supplied to You under this Agreement and working on your premises (or premises specified by You) with a safe system of work or require that that member of staff works in conditions or with equipment which are in any way unsafe or hazardous or if You otherwise act unreasonably so as to delay for a significant period of time our completion of the services.
- 9.2. This Agreement may be terminated by You in the following circumstances:
  - 9.2.1. In the event of non-attendance by our staff when for a period of not less than four (4) consecutive working days unless such absence is authorised in advance by You or is due to sickness or injury; or
  - 9.2.2. in the event of any of our staff committing any act of gross misconduct as defined in your reasonable site rules; or
  - 9.2.3. if any staff to be supplied pursuant to this Agreement prove in your reasonable opinion to be unsuitable to carry out work required under this Agreement and We have been unable to provide a suitable replacement within 10 working days after You have notified Us of their lack of suitability.

PROVIDED THAT in the case of each of the cases referred to in clauses 9.2 above You may not terminate this Agreement unless and until the matter has been referred to the Disputes procedure referred to in the General Terms and Conditions and You have not found the outcome satisfactory.

**10. LIABILITY**

- 10.1. Unless specifically stated otherwise in the quotation, We shall not be liable for any physical loss or damage to your hardware or software or

other equipment nor for any loss (including loss of business profits), damages, claims or expenses of whatever nature whether direct or consequential arising directly or indirectly as a result of such physical loss or damage or of programming or other error by Us in carrying out the Consultancy and Training or for any claim whether by You or your employees, agents or customers arising out of any of our acts or omissions or those of any of our staff caused by reason of negligence or breach of duty in excess of the total amount paid by You to Us under this Agreement over the year immediately preceding such a claim.

**APPENDIX 5**  
**STANDARD TERMS FOR THE SUPPLY OF WEBSITE DESIGN**

**1. AGREEMENT TO SUPPLY**

- 1.1. We agree to supply the website design services set out in the quotation for the price stated subject to the General Terms and Conditions and to these Additional Terms.
- 1.2. The quotation will have appended to it a specification which defines the scope of the Website Design services.

**2 YOUR OBLIGATIONS**

- 2.1. You will nominate an authorised representative to assist Us in the creation of your website design. They will have the authority to approve the design.
- 2.2. You will be responsible for providing website content; text, images, movies and sound files within the timescales and formats we have agreed.
- 2.3. On any occasion where progress cannot be made with your website because We have not been given the required information in the agreed time frame, and We are delayed as result, We reserve the right to impose a surcharge of up to 25%.
- 2.4. You agree to provide timely review, feedback and sign off of the website design.

**3 INTELLECTUAL PROPERTY**

- 3.1. You will retain the intellectual property to data, files and graphic logos provided by You and You grant to Us the rights to publish and use such material for the purposes of this Agreement.
- 3.2. You must obtain all rights and licences for Us to use any information or files that are copyrighted by a third party and You fully indemnify Us from any and all claims resulting from your negligence or inability to obtain such rights and licences.

**4 COMPATIBILITY**

- 4.1. We make every effort to ensure websites are designed to be viewed using the most popular current browsers (e.g. internet explorer, google chrome) and platforms including other devices such as mobile and handheld, however, You agree that We cannot guarantee correct functionality with all browser software across different operating systems and platforms and devices.
- 4.2. We do not accept responsibility for web pages which do not display acceptably in new versions of browsers, platforms or devices released after the website has been designed. As such, We reserve the right to quote for any work involved in changing the website design.

**5 REVISIONS OF THE WEBSITE DESIGN**

- 5.1. We agree to make a reasonable number of revisions to the design, layout, colours etc. until You are satisfied that the design meets the specification provided with the quotation for up to two major revisions.
- 5.2. Additional revisions in excess of those stated in clause 5.1 above or design work outside the scope of the quotation will be charged separately.
- 5.3. We will use commercially reasonable efforts to complete requested website revisions or updates within 48 hours, wherever possible.

**APPENDIX 6**  
**STANDARD TERMS FOR THE SUPPLY OF HOSTING ("ADDITIONAL TERMS")**

**1. AGREEMENT TO SUPPLY**

- 1.1. We agree to supply the hosting services set out in the quotation ("Hosting Services") for the price stated subject to the General Terms and Conditions and to these Additional Terms.
- 1.2. The quotation will have appended to it a specification which defines the scope of the Hosting Services.

**2. HOSTING SERVICES**

- 2.1. We may, at our absolute discretion, from time to time either provide the Hosting Services on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for prior agreement:
  - 2.1.1. move the Hosting Services to such servers as we consider appropriate, at our absolute discretion; and
  - 2.1.2. provide reasonable additional obligations or requirements on You or reasonably restrict Your rights due to the requirements of the third party suppliers.
- 2.2. All our hosted servers are located in a secure European data centre.
- 2.3. Should a server fail and cannot be fixed, the sites will be copied to another of our servers and will be made available as soon as possible.

**3. YOUR RESPONSIBILITIES**

- 3.1. You must:
  - 3.1.1. co-operate with us;
  - 3.1.2. provide us with any information we reasonably require in respect of the Hosting Services from time to time;
  - 3.1.3. report any faults or suspected faults with or in the Hosting Services to Us immediately upon discovery;
  - 3.1.4. use your own login details for the Hosting Services and not impersonate any other person or adopt a false identity;
  - 3.1.5. keep your password strictly confidential and secure, and immediately change your password if you know or suspect that any unauthorised third party becomes aware of your password or if you become aware of unauthorised use of your password or there is any other breach of security known or suspected by you;
  - 3.1.6. maintain access to the Hosting Services through your internet or telecoms service providers, and we are not responsible for any connections from your system to the Hosting Services;
  - 3.1.7. license and configure any third-party hardware and/or software necessary for you to remotely access and use the Hosting Services;
  - 3.1.8. be responsible for ensuring that you have the knowledge and expertise necessary to access and make use of the Hosting Services;
  - 3.1.9. be responsible for ensuring that, and you hereby warrant and undertake to us that, your use of the Hosting Services:
    - a) does not infringe the privacy rights or intellectual property rights of any third party;
    - b) does not harm us or bring us or our name into disrepute;
    - c) is not for the purposes of sending spam or other unsolicited emails;
    - d) is not for the purposes of breaching or circumventing the security of any network or internet user;
    - e) does not impose an unreasonable or disproportionately large load on our infrastructure or the Hosting Services (whether or not the Hosting Services have "unlimited" elements, such as in relation to internet traffic or disk usage);
    - f) does not interfere with another user's use of the Hosting Services or similar services;
    - g) does not contain any defamatory, obscene, abusive, malicious, indecent, harassing or discriminatory material;
    - h) conforms in all respects will all applicable laws, rules, regulations, bye-laws and codes of practice (including disability discrimination, intellectual property, privacy and data protection laws); and
    - i) does not contain any material detrimental to us or any other user of the Hosting Services or similar services, including any viruses, trap doors, back doors, Trojan horses, time bombs, worms, cancelbots or other computer programming routines that are intended to detrimentally interfere with, damage, expropriate or surreptitiously intercept any system, data or personal information;
  - 3.1.10. ensure that the Hosting Services are sufficient and suitable for your purposes and meet your individual requirements; and
  - 3.1.11. at all times, use strong processes and controls to protect the security of Personal Data; such controls must enforce access to Personal Data on a need-to-know basis and also protect against unauthorised observation, change, deletion, corruption, contamination, acquisition or transmission, while at rest or in transit.

**4. DURATION**

- 4.1. The Hosting Services shall continue for one year from the date the Hosting Services commenced ("Initial Term") and will continue thereafter for twelve-month periods ("Renewal Term") unless either of Us notify the other that it wishes to terminate upon 90 days' prior written notice to the anniversary of the Initial Term or Renewal Term.

**5. HOSTING CHARGES**

- 5.1. The charges for the Hosting Services are as specified in the quotation or as notified to You from time to time under this Agreement ("Hosting Charges").
- 5.2. Hosting Charges are payable annually in advance upon receipt of our invoice unless We agree otherwise in writing (or it says otherwise in the quotation). No Hosting Services will be provided until We have received payment.
- 5.3. The quotation may specify that You are to pay by direct debit in which case We shall debit your account near the date of this Agreement and each renewal date with the Hosting Charges which are in force at the time that the debit is made.
- 5.4. Hosting Charges are subject to review no more than once in each twelve-month period (excluding alterations and additions to software which are covered by this Agreement). We will give You at least 90 days' notice before the new Hosting Charges take effect.
- 5.5. Within 30 days after You have been notified of amended Hosting Charges in accordance with clause 5.4 above You may, if the charges have been increased, notify Us of your intention to terminate the Agreement in which case the Agreement will terminate (and all Hosting Services will cease) on the day immediately before the increased charges were due to take effect.

**6. EXCESS USAGE**

- 6.1. We monitor use of the Hosting Services and, if we consider that, for example, your use of the Hosting Services (for example, disc space usage or CPU) is excessive, we reserve the right to:
  - 6.1.1. contact You requiring You reduce the usage; and/or
  - 6.1.2. review and amend the Hosting Charges.

## **7. SUSPENSION OF HOSTING SERVICES**

7.1. We reserve the right to suspend our provision of the Hosting Services to You if Your use of the Hosting Services is having a detrimental impact on our other customers. This might happen if, for example, your website (in respect of which you use the Hosting Services):

- 7.1.1. has been hacked (such as through bugs in commonly-used software including WordPress);
- 7.1.2. contains malware;
- 7.1.3. is attacked (including by a denial-of-service attack); and/or
- 7.1.4. is badly coded.

In all of these examples, your website might use excessive resource on our servers to the detriment of our other customers' use of the Hosting Services. Following the decision to suspend any Hosting Services, we will contact you with details of the suspension and invite You to remedy the situation if appropriate, or in the case of a denial-of-service attack for example, We will notify You of when We will next review the situation. In such a situation, You are able to discuss what may be required for the Hosting Services to be reinstated by contacting Us.

## **8. OUR LIABILITY**

8.1. We shall not be liable to You for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement or otherwise except to the extent that such liability may not be lawfully excluded unless We have explicitly agreed to accept increased liability in the quotation.

8.2. Notwithstanding the generality of clause 6.1 above, We expressly exclude liability for consequential loss or damage which may arise in respect of the Hosting Services or for loss of profit, business, revenue, goodwill or anticipated savings unless We have explicitly agreed to accept increased liability in the quotation.

8.3. In the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and We become liable for loss or damage that could otherwise have been limited, that liability shall be limited to the amount You have actually paid Us for Hosting Services over the last two years.

## **9. YOUR LIABILITY**

9.1. You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of clause 3. This indemnity shall apply whether or not you have been negligent or at fault

## **10. TERMINATION**

10.1. In addition to provisions for termination contained elsewhere in this Agreement, We may, by notice to You, terminate this Agreement if You are in breach of any term, condition or provision of this Agreement or required by the applicable law and fail to remedy it (if it is capable of remedy) within 30 days of having received notice of the breach from Us.

10.2. Upon termination, You will pay Us all costs and expenses, including legal and other fees incurred and all arrears of charges or other payments arising in respect of the Hosting Services, this Agreement or otherwise.

10.3. Any remedies or rights which We have against You shall continue after termination for any reason.

**APPENDIX 7**  
**STANDARD TERMS FOR THE PROVISION OF DOMAIN NAMES**

**1. AGREEMENT TO SUPPLY**

1.1. We agree to provide the domain name set out in the quotation ("Domain Name") for the price stated subject to the General Terms and Conditions and to these Additional Terms.

**2. OWNERSHIP**

2.1. We agree to assign, sell, transfer and convey to You all of our rights, title, and interest in and to the Domain Name set out in the quotation.

2.2. We represent that We are the lawful and exclusive registrant of the Domain Name and no other party has any right to registration of the Domain Name or has otherwise made any claim to the Domain Name. We further represent that We have the exclusive authority to enter into this transaction and transfer the Domain Name, free of the claims of any third parties.

**APPENDIX 8**  
**STANDARD TERMS FOR THE SUPPLY OF PRINT SERVICES (“ADDITIONAL TERMS”)**

**1. AGREEMENT TO SUPPLY**

- 1.1. We agree to supply the print services set out in the quotation (“Print Services”) for the price stated subject to the General Terms and Conditions and to these Additional Terms.
- 1.2. The quotation will have appended to it a specification which defines the scope of the Print Services.

**2. DELIVERY**

- 2.1. Unless otherwise requested by You, goods will be dispatched by Us with a courier or postage service of our choice. Larger orders may be delivered by courier service which may require signature upon delivery.
- 2.2. Purchase turnaround times are an estimate only and may be longer during peak periods e.g. Christmas.
- 2.3. Once dispatched We cannot be held liable for late delivery or damage to the purchased goods caused by the courier or postal service.
- 2.4. If You fail to take delivery of goods when an attempt to deliver has been made or goods are returned to Us because You have supplied an incorrect delivery address, We reserve the right to charge for additional delivery charges that We may incur for re-delivery of goods. We reserve the right to retain goods until the cost of re-delivery has been paid.

**3. RETURNS**

- 3.1. We only accept returns or issue replacements if We are found to be at fault, in which case return costs will be covered by Us.

**4. COLOUR MATCH AND QUALITY ASSURANCE**

- 4.1. We use all reasonable efforts to match the colours on screen with printed material, however, we cannot guarantee that the colours will completely match.
- 4.2. We will monitor the colour in your print and inform you if there is an obvious problem.
- 4.3. We will not accept a return based on perceived colour issues when you have provided the images to be printed and we have not made any changes to such images.

**5. YOUR OBLIGATIONS**

- 5.1. You will nominate an authorised representative to assist Us in the creation of your design. They will have the authority to approve the design.
- 5.2. You will be responsible for providing input into the design within the timescales we have agreed.
- 5.3. On any occasion where progress cannot be made with your design because We have not been given the required information in the agreed time frame, and We are delayed as result, We reserve the right to impose a surcharge of up to 25%.
- 5.4. You agree to provide timely review, feedback and sign off of the design.

**6. INTELLECTUAL PROPERTY**

- 6.1. You will retain the intellectual property to data, files and graphic logos provided by You and You grant to Us the rights to publish and use such material for the purposes of this Agreement.
- 6.2. You must obtain all rights and licences to for Us to use any information or files that are copyrighted by a third party and You fully indemnify Us from any and all claims resulting from your negligence or inability to obtain such rights and licences.

**7. REVISIONS OF THE DESIGN**

- 7.1. We agree to make a reasonable number of revisions to the design, layout, colours etc. until You are satisfied that the design meets the specification provided with the quotation for up to two major revisions.
- 7.2. Additional revisions in excess of those stated in clause 7.1 above or design work outside the scope of the quotation will be charged separately.
- 7.3. We will use commercially reasonable efforts to complete requested revisions or updates within 48 hours, wherever possible.

**8. PRINT CHARGES**

- 8.1. The charges for the Print Services are as specified in the quotation or as notified to You from time to time under this Agreement (“Print Charges”).
- 8.2. Print Charges are payable upon receipt of our invoice unless We agree otherwise in writing (or it says otherwise in the quotation).
- 8.3. The quotation may specify that You are to pay by direct debit in which case We shall debit your account in accordance with the payment terms stated in the quotation with the Print Charges which are in force at the time that the debit is made.
- 8.4. Print Charges are subject to review no more than once in each twelve-month period (excluding alterations and additions to software which are covered by this Agreement). We will give You at least 90 days’ notice before the new Print Charges take effect.
- 8.5. Within 30 days after You have been notified of amended Print Charges in accordance with clause 8.4 above You may, if the charges have been increased, notify Us of your intention to terminate the Agreement in which case the Agreement will terminate (and all Print Services will cease) on the day immediately before the increased charges were due to take effect.

**9. OUR LIABILITY**

- 9.1. We shall not be liable to You for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement or otherwise except to the extent that such liability may not be lawfully excluded unless We have explicitly agreed to accept increased liability in the quotation.
- 9.2. Notwithstanding the generality of clause 9.1 above, We expressly exclude liability for consequential loss or damage which may arise in respect of the Print Services or for loss of profit, business, revenue, goodwill or anticipated savings unless We have explicitly agreed to accept increased liability in the quotation.
- 9.3. In the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and We become liable for loss or damage that could otherwise have been limited, that liability shall be limited to the amount You have actually paid Us for Print Services over the last two years.

**10. TERMINATION**

- 10.1. In addition to provisions for termination contained elsewhere in this Agreement, We may, by notice to You, terminate this Agreement if You are in breach of any term, condition or provision of this Agreement or required by the applicable law and fail to remedy it (if it is capable of remedy) within 30 days of having received notice of the breach from Us.
- 10.2. Upon termination, You will pay Us all costs and expenses, including legal and other fees incurred and all arrears of charges or other payments arising in respect of the Print Services, this Agreement or otherwise.
- 10.3. Any remedies or rights which We have against You shall continue after termination for any reason.

**APPENDIX 9**  
**STANDARD TERMS FOR THE SUPPLY OF SOFTWARE DEVELOPMENT SERVICES (“ADDITIONAL TERMS”)**

**1. AGREEMENT TO SUPPLY**

- 1.1. We agree to supply the software development services set out in the quotation (“Software Development Services”) for the price stated subject to the General Terms and Conditions and to these Additional Terms.
- 1.2. The quotation will have appended to it a specification which defines the scope of the Software Development Services.

**2. SOFTWARE DEVELOPMENT SERVICES**

- 2.1. We shall use reasonable endeavours to ensure that the Software Development Services are provided in accordance with the timescales stated in the quotation.
- 2.2. You acknowledge that a delay in You performing your obligations under this Agreement may result in a delay in the performance of the Software Development Services.
- 2.3. We shall ensure that the source code, and any interpreted code, comprised in the software created by Us or on our behalf during the provision of the Software Development Services is written to a professional standard, conforms with any coding standards document agreed between the parties, and incorporates sufficient commentary to enable a competent third party developer to understand, adapt, maintain and update the code.
- 2.4. We shall keep You reasonably informed of the progress of the Software Development Services and, in particular, shall inform You of any substantial obstacles or likely delays in the performance of the Software Development Services.
- 2.5. We shall during the course of the Software Development Services, at Your request, supply to You a current development version of the software so you may assess the progress of the Software Development Services and provide feedback to Us regarding the software.

**3. REVISIONS OF THE SOFTWARE**

- 3.1. We agree to make a reasonable number of revisions to the software until You are satisfied that the software meets the specification provided with the quotation for up to two major revisions.
- 3.2. Additional revisions in excess of those stated in clause 3.1 above or software development outside the scope of the quotation will be charged separately.
- 3.3. We will use commercially reasonable efforts to complete requested revisions or updates within 5 business days (Monday to Friday excluding UK bank holidays), wherever possible.

**4. YOUR OBLIGATIONS**

- 4.1. You will nominate an authorised representative to assist Us in the provision of the Software Development Services. They will have the authority to approve the software.
- 4.2. You must provide or procure the provision of such co-operation, assistance and information as are reasonably necessary to enable Us to perform our obligations under this Agreement.
- 4.3. On any occasion where progress cannot be made with your software because We have not been given the required information in the agreed time frame, and We are delayed as result, We reserve the right to impose a surcharge of up to 25%.
- 4.4. You agree to provide timely review, feedback and sign off of the software.

**5. INTELLECTUAL PROPERTY**

- 5.1. On and from the date of delivery of the software to You, We hereby assign to You with full title guarantee all of intellectual property rights in the software and its documentation, excluding the intellectual property rights in any works and/or materials that are owned by a third party (“Third Party Materials”) and incorporated into the developed software or documentation.
- 5.2. We shall ensure that the Third Party Materials are licensed, or sub-licensed by Us, to You on terms notified to You (which You acknowledge may be open source licensing terms).

**6. WARRANTY**

- 6.1. We warrant to You that:
  - 6.1.1. the software as provided will conform in all material respects with the specification;
  - 6.1.2. the software will be supplied free from software defects that have a material adverse effect on the appearance, operation, functionality or performance of the software and will remain free from software defects for a period of at least 90 days following the supply of the software;
  - 6.1.3. the software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
  - 6.1.4. the software shall incorporate security features reflecting the requirements of good industry practice.
- 6.2. The warranties set out in clause 5.1 exclude any defect, error or bug caused by or arising as a result of:
  - 6.2.1. any act or omission of You or any person authorised by You to use the Software;
  - 6.2.2. any use of the software contrary to the software documentation by You or any person authorised by You to use the software;
  - 6.2.3. Your failure to perform or observe any of Your obligations in this Agreement; and/or
  - 6.2.4. an incompatibility between the software and any other system, network, application, program, hardware or software not specified as compatible in the specification.
- 6.3. We warrant to You that the software and documentation, when used by You in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.
- 6.4. We warrant to You that the software and documentation, when used by You in accordance with this Agreement, will not infringe the intellectual property rights of any person.
- 6.5. If We reasonably determine, or any third party alleges, that the use of the software by You in accordance with this Agreement infringes any person’s intellectual property rights, We may at our own cost and expense:
  - 6.5.1. modify the software in such a way that it no longer infringes the relevant intellectual property rights, providing that any such modification must not introduce any software defects into the software and must not result in the software failing to conform with the specification; or
  - 6.5.2. procure the right for You to use the software in accordance with this Agreement.