

TERMS AND CONDITIONS OF SALE

In these conditions the following words shall have the following meanings:-

1. "the Company" means Pure Data Solutions Limited, Servatech Limited or any other Group Company;
2. "the Customer" means the purchasing entity;
3. "the Group" means pure technology group Limited or any other subsidiary Company;
4. "the Conditions" means these Terms and Conditions;
5. "the Products" means any and all of the goods supplied by the Company to the Customer;
6. "Services" means any and all of the Services supplied by the Company to the Customer including where applicable the Consultancy Service, Ad-Hoc Service, Installation Service, Software Support Service, Cloud Service, Data Backup Service and/or the Hardware Support Service;
7. "the Software Support" means the Software Support services offered by the Company;
8. "the Hardware Support" includes both the supply and maintenance of hardware by the Service Company.

1. Conditions Applicable

- 1.1 The Conditions shall apply to all commercial dealings between the Company and the Customer. All quotations given, orders accepted and contracts made by the Company shall be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 1.2 All orders for Products and Services shall be deemed to be an offer by the Customer to purchase those Products or Services pursuant to the Conditions.
- 1.3 Continuing instructions from the Customer to the Company confirmation of any specifications for the Services and/or acceptance of delivery transmission or performance of the Services shall be deemed conclusive evidence of the Customer's acceptance of the Conditions.
- 1.4 Any variation to the Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in advance in writing by a Director of the Company.
- 1.5 The Cloud Service, Data Back Up Service, Software Support Service and the Hardware Support Service each have additional terms applicable to them, the current version of which shall be supplied to the Customer at the commencement of each applicable Service Contract as the case may be and which terms are subject to and incorporated in the Conditions in their entirety.

2. Orders and approval

- 2.1 An "Order" is any request or instruction by the Customer for the Company to provide products or to undertake any Services.
- 2.2 The Customer is wholly responsible for providing the specifications for the Order in sufficient detail to enable the Company to successfully provide Products or to undertake the Service and for highlighting any specific purpose or any critical deadlines to be met. The Company shall not be liable for any loss whatsoever resulting from inaccurate defective or inadequate instructions from the Customer.
- 2.3 Some Orders for Services may be recorded in writing in the form of a Contract, subject to separate but inclusive terms and conditions, and shall be signed by the Customer as confirmation that the Order is correct. Any subsequent amendments are to be recorded in writing.
- 2.4 In all respects the Customer shall determine the suitability of the Products or Services for the Customer's intended purpose and shall be deemed to be satisfied that they meet the Customer's particular requirements.

- 2.5 If the Customer or anyone acting on behalf of the Customer alters or amends the Order (as specified in clause 2.3) in any way then the Company may adjust its quoted fees or charge rate accordingly.
- 2.6 The Customer undertakes to notify the Company without delay of any circumstances which may materially affect provision of the Services such as changes to the Order or delay. Any costs or expenses arising from such circumstances shall be payable by the Customer.

3. Price and payment

- 3.1 Unless otherwise agreed, the Company's fees shall be the sum quoted in writing by the Company following receipt of an Order (as specified in clause 2.3) plus any of the following as applicable:-
 - 3.1.1 any additional fees or sums payable resulting from variations to the Order requested by the Customer after the quotation was given;
 - 3.1.2 any additional fees or sums incurred as a result of delay caused by the Customer for whatever reason;
 - 3.1.3 any fluctuations caused by but not restricted to increases in costs incurred by the Company as a consequence of any increase in the cost of raw materials, manufacture, packaging, transport or other direct or indirect costs;
 - 3.1.4 any travel and/or accommodation expenses incurred as part of the Services;any such fees or sums shall be added to the fees quoted (together referred to as "the Price") and the adjusted amount shall be invoiced to the Customer.
- 3.2 The Price is exclusive of value added tax which shall be due at the rate ruling on the date of the Company's invoice and shall be added to the Price together with any other statutory tax.
- 3.3 Payment of the Price and value added tax shall be due within 30 days of the date of the Company's invoice and shall be made by the Customer without any deduction whatsoever. Time for payment shall be of the essence.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Royal Bank of Scotland Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.5 If the Customer fails to pay the Price in accordance with the Conditions then the Company may in its' absolute discretion suspend provision of the Services until such time as the Customer brings all of its payments up to date. For the avoidance of doubt the Company may suspend any of the Services being provided to the Customer for non-payment by the Customer for other Products or Services notwithstanding that the Customer may have paid in advance for the suspended Service.

4. Delivery

Any Products or Services required to be delivered shall be dealt with in accordance with this Clause 4:

- 4.1 The Products or Services shall be collected by the Customer or delivered to the Customer at the Customer's address. The risk in those Products or/and Services shall pass to the Customer upon leaving the Company's premises.

- 4.2 The Company will at the Customer's request arrange for carriage of such Products or/and Services to the Customer's address, the costs of such carriage and any insurance which the Customer reasonably directs the Company to incur shall be reimbursed by the Customer without any set off or other withholding whatever and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.
- 4.3 The Company may deliver specified Services by separate instalments.
- 4.4 Failure of the Company to deliver or the failure of the Customer to pay for any one or more of the said instalments of the Services on the due dates shall not entitle either party to treat this contract as repudiated.
- 4.5 The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver such Products or/and Services promptly or at all.
- 4.6 Notwithstanding that the Company may have delayed or failed to deliver such Products or Services (or any of them) promptly, the Customer shall be bound to accept delivery and to pay for those Products or/and Services in full.

5. Property in Products pending payment

- 5.1 In spite of delivery having been made, property in the Products shall not pass from the Company until:-
- 5.1.1 the Customer has paid the Price plus value added tax in full; and
- 5.1.2 no other sums whatever shall be due from the Customer to the Company.
- 5.2 Until property in the Products passes to the Customer in accordance with clause 5.1, the Customer shall hold the Products and each of them on a fiduciary bases as bailee for the Company. The Customer shall store the Products (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- 5.3 Notwithstanding that the Products (or any of them) remain the property of the Company the Customer may sell or use the Products in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Products passes from the Company the entire proceeds of sale or otherwise of the Services shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 5.4 The Company shall be entitled to recover the Price (plus value added tax) notwithstanding that property in any of the Products has not passed from the Company.
- 5.5 Until such time as property in the Products passes from the Company, the Customer shall upon request deliver up such of the Products as have not ceased to be in existence or re-sold to the Company. If the Customer fails to do so the Company may enter upon any premises owned, occupied or controlled by the Customer where the Products are situated and repossess the Products. On the making of such request, the rights of the Customer under clause 5.3 shall cease.
- 5.6 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

- 5.7 The Customer shall insure and keep insured the Products to the full price against "all risks" to the reasonable satisfaction of the Company until the date that property in the Products passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

6. Interpretation and liability

- 6.1 The Products or/and Services shall be supplied in accordance with the description and specification agreed between the Company and the Customer the final details of which shall have been confirmed in writing by the Customer.
- 6.2 The Company may from time to time make changes in the specification of the Products or/and Services which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Services.
- 6.3 The Customer shall inspect the Products on delivery or receipt and shall within 3 days of delivery or receipt notify the Company of any alleged defect shortage in quantity, damage or failure to comply with description. The Customer shall afford the Company an opportunity to inspect the Products within a reasonable time following delivery or receipt and before any use is made of them. If the Customer shall fail to comply with these provisions the Products shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Products and the Customer shall be deemed to have accepted the Products.
- 6.4 The Customer shall notify the Company of any non-delivery within 14 days of the date of despatch (as stated on the invoice). Notwithstanding the receipt by the Company of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify the receipt of the quantity indicated on the advice sheet.
- 6.5 If any of the Products or/and Services are not in accordance with the contract for any reason, the Customer's sole remedy shall be limited to the Company making good any shortage by replacing such Products or/and Services or if the Company shall elect by refunding a proportionate part of the Price.
- 6.6 The Company shall be under no liability whatever to the Customer for any indirect or consequential loss and/or expense (including but not restricted to loss of profit, business revenue, goodwill or anticipated savings or loss of or damage to data equipment or property whether or not in the Company's care custody or control) howsoever arising suffered by the Customer arising out of a breach by the Company of this contract.
- 6.7 In the event of any breach of any contract by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Products or/and Services.
- 6.8 All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of the Customer dealing as consumer.
- 6.9 The Company shall not be liable for any loss, damage, cost detriment or expense whatsoever however arising if manufacture provision or delivery of the Products or/and Services is delayed or hindered by act of God, governmental intervention or restriction, hostilities, civil commotion, fire, flood, accident, machinery breakdowns, strike, lock out, non-delivery of goods by the Company's suppliers or any other cause or circumstance whatsoever beyond the reasonable control of

the Company and on the occurrence of any of the above events the Company reserves the right to cancel this agreement or suspend delivery or provision of the Products or/and Services to the Customer.

7. Intellectual Property

- 7.1 "Intellectual Property" means all industrial and intellectual property rights including without limitation patents, trademarks and/or service marks (whether registered or un-registered), registered designs, unregistered designs and copyrights and any applications for any of the foregoing in any part of the world and the copyright in all drawings plus specifications designs and computer software and all know how (that is all information (including that comprised in or derived from data disks, tapes, manuals, source codes, flow charts, catalogues and instructions) relating to services provided and/or products manufactured by the parties) and confidential information owned and used by the parties.
- 7.2 Subject to clause 7.4 the components contained in and the specifications and designs of the Products or/and Services including the Intellectual Property in them shall as between the parties be the property of the Company.
- 7.3 Where any designs or specifications have been supplied by the Customer for manufacture by, or to the order of the Company, then the Customer warrants that the use of those designs or specifications for the manufacture processing assembly or supply of the Products or/and Services shall not infringe the rights of any third party.
- 7.4 Where any specifications and designs of the Products or/and Services or any of the Products or/and Services have been provided by the Customer the Intellectual Property in them shall remain the property of the Customer. Notwithstanding the foregoing the Intellectual Property in any components created by or incorporated within the Products or/and Services shall at all times be the property of the Company.
- 7.5 No right or licence is granted under this contract to the Customer under any Intellectual Property right except the right to use or re-sell the Products or/and Services.
- 7.6 All Products sold in retail packaging may be resold by the Customer only in the packaging supplied by the Company and in no case may any trademark other than those applied by the Company be marked on or applied in relation to those Products.
- 7.7 The Customer undertakes to respect and keep confidential all confidential information whether relating to Intellectual Property rights or otherwise supplied to it during as well as after any contract with the Company.

8. Assignment

The Customer may not without the Company's written consent assign all or any part of its rights and obligations under this contract but the Company may licence or subcontract all or any part of its rights and obligations under this contract without the Customer's consent.

9. Insolvency

If the Customer fails to make payment for the Products or/and Services in accordance with this contract or commits any other breach of this contract or if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company a resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of an administrator is presented against the Customer or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of

the Products or/and Services shall become payable immediately. The Company may in its absolute discretion and without prejudice to any other rights which it may have:

- 9.1 suspend all future provision or deliveries of Services to the Customer and/or terminate the contract without liability upon its part; and/or
- 9.2 exercise any of its rights pursuant to clause 5.

10. Cancellation

The Company may cancel this contract at any time before the Products or/and Services are delivered or provided by giving written notice. On giving such notice the Company shall promptly repay to the Customer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

11. Termination

In the event that this agreement shall be terminated for any reason then in addition to any other rights and remedies available to it the Company shall be entitled to charge for all work undertaken to that date and any costs and expenses incurred and all such sums shall be payable immediately.

12. Third party rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

13. General

- 13.1 If any term or provision of this agreement shall be found to be unenforceable for any reason whatsoever then this agreement shall be construed as if such term or provision was specifically excluded from it.
- 13.2 The waiver by the Company of any breach of any of the terms of this agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of a subsequent breach.
- 13.3 This agreement shall be governed by and construed in accordance with English law and the Company and the Customer shall submit in all matters or disputes arising out of this agreement to the exclusive jurisdiction of the courts of Law of England.
- 13.4 Unless the context otherwise requires the singular includes the plural and vice versa, references to persons include references to firms, companies or corporations and vice versa and references in the masculine gender include references to the feminine or neuter genders and vice versa.
- 13.5 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 13.6 Where the Customer is two or more persons then the liability of those persons shall be joint and several.

Terms and Conditions of Service

Version 006

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1.0 Introduction

This document is copyright pure technology group and is for internal use and customer information.

The purpose of this document is to define the Terms governing Services (the “Service”) from pure technology group (“Company”) to the Customer (“Customer”) under the Service Contract, which is the contract document defining Customer requirement from the Service. The Service is designed to be scalable and accommodate the changing requirements of the Customer within contract parameters and include other modular Services.

These Terms should be read in conjunction with the Service Contract, Service Level Agreement, Service Description and Service Acceptable Use Policy. The Company Terms and Conditions of Sale apply to any Hardware or Software purchases made by the Customer.

2.0 Definitions

The following definitions apply to the Service and these Terms and Conditions:

“Anti-Virus”, “Anti-Spam”	Software Solutions provided as part of the Service to manage and mitigate Internet and E-mail security threats.
“Active/Active”	Dual-DataCentre configuration with identical Systems in two DataCentres separated by suitable geographic distance and Replication of Data between DataCentres to achieve geographic resilience.
“Active/Backup”	Also referred to as “Active/Standby”. Single DataCentre operation with Data replicated to a secondary site to achieve data resilience.
“Asset Record”	A list of Hardware and/or Software used within the Service typically referencing the make/model/serial numbers.
“Acceptable Use Policy”	The policy under which the Company provides the Service to the Customer.
“Availability”	The Service being available for Customer use, free from interruption, at the benchmark speed established and recorded at Service Commencement Date as recorded by Company monitoring systems.
“Back-Up”	An automated copy of Customer data onto a suitable alternate media.
“Change Management”	The process whereby changes to the Service are requested and managed to a pre-determined volume of changes defined in the Service Contract and described in the Service Level Agreement.
“Commencement Charge”	The single initial monetary charge payable by the Customer to the Company to commence planning and deployment to establish the Service as defined in the Service Contract.

“Commencement Date”	The agreed live starting date of the Service as defined in the Service Contract.
“Confidential Information”	Information or data of whatever nature relating to either Party’s business, customers, prices, plans, strategies, including prospective business and prospective customers which is obtained, whether (without limitation) in writing, pictorially, in machine readable form or orally, by the other Party but does not include information which is or becomes publicly available.
“Contract”	The collective term for the Service Contract, Service Level Agreement, Service Description, Acceptable Use Policy and these Terms and Conditions of Service.
“Customer”	The organisation contracting the Service from the Company as defined in the Service Contract. May be referred to as Party in singular or in plural, as Parties.
“Customer Software”	Software, code or scripts licensed by the Customer and/or provided by the Customer’s suppliers and deployed by the Company as part of the Service.
“Connectivity”	The telecommunication lines between the DataCentres and the Customer Sites over which the Service is delivered.
“DataCentre (s)”	Commercial facilities dedicated to the purpose of hosting the Service and contracted to the Company.
“DR Site”	Site facility for data Replication and Service continuity in the event of a disaster.
“Fixes”	Security and bug-fix updates provided by Software and/or Hardware manufacturer(s).
“Force Majeure”	Any event beyond the reasonable control of any affected Party or Parties.
“Hardware”	Network, server, storage or other technology infrastructure appliances deployed by the Company and/or the Customer to deliver the Service.
“Incident”	Any event which is not part of the standard operation of the Service and which causes, or may cause, an interruption to, or a reduction in, the quality of the Service.
“Incident Reporting”	The reporting of Incidents as described in the Service Level Agreement.
“Monitoring”	Provision by the Company of real-time monitoring of the Hardware and Software.
“Monthly Charge”	The recurring monthly charges payable by the Customer to the Company as defined in the Service Contract.
“Operating System”	Software that supports Hardware basic functions, such as scheduling tasks and controlling peripherals.
“Planned Maintenance”	The process whereby the Company carries out pre-planned updates, upgrades or other modifications to the Hardware or Software involved in the Service as described in the Service Level Agreement.

“Replication”	Copy of data between DataCentres at a pre-determined frequency as specified in the Service Contract and by the process described in the Service Level Agreement.
“Reported Incident”	An Incident reported to the Company by the Customer in accordance with the process described in the Service Level Agreement.
“Response Times”	Service Incident Response Times specified as the time taken from the Company to respond and instigate fix on a reported Incident as per the Service Contract.
“Scheduled Maintenance”	The process whereby the Company carries out Customer requested updates, upgrades or other modifications to the Hardware or software involved in the Service as described in the Service Level Agreement.
“Service”	The contracted service or services provided by the Company to the Customer in the Service Contract as defined in the Service Description.
“Service Availability”	Availability of the Service as calculated by Monitoring and described in the Service Level Agreement.
“Service Contract”	The contract document defining Customer requirement from the Service.
“Service Description”	The description of the Service provided by the Company to the Customer.
“Service Level Agreement”	The Service Level Agreement relevant to the Service.
“Significant Change”	Customer request to introduce new or additional technologies, new sites, new services, additional storage or increase in the number of Service users and or additional Change Management. This also includes increased charges/changes to communications, licensing and other third-party charges levied on the Company by suppliers, which are beyond the control of the Company.
“Software”	Network, server, storage or other technology infrastructure software, code or scripts deployed by the Company and/or supplied by the Customer to deliver the Service.
“System”	The combination of Hardware and Software relevant to the Service.
“Terms and Conditions of Service”	These Terms and Conditions applicable to the Service.
“Working Hour”	An hour applicable within the Service Times as defined in the Service Contract.

3.0 Terms

1. SERVICE

The Company shall supply the Service to the Customer as per the Service Contract, the Service Description, the Service Level Agreement and in accordance with the Service Acceptable Use Policy and these Terms and Conditions of Service.

1.1 The Service Times and Response Times to Incidents reported to the Company shall be as defined in the Service Contract and the Service Level Agreement. Response Times are deemed to run consecutively and Incidents reported outside the Service Times will be deemed to be received at the start of the next Service Time period.

1.2 The Company shall configure the Service as necessary to allow remote support. Where Hardware and/or Software is required, this will be provided by the Company with title and ownership remaining with the Company.

2. SUPPORT SERVICES

2.1 Upon receipt of notification from the Customer of an Incident the Company will initially respond by telephone in order to attempt to resolve the Incident or obtain further diagnostic information.

2.2 Should the Company decide after the telephone contact that the Incident might be resolved with remote access; the Company will use its reasonable endeavours to respond within the Response Time specified in the Service Level Agreement from the time the original request for service was made.

2.3 Should the Company decide after telephone and/or remote access support that a site visit is necessary the Company will use its reasonable endeavours to place an Engineer on the Customer's site and/or DataCentre within the Response Time specified in the Service Level Agreement from the time the Incident was reported providing that the Customer subscribes to On-Site support, otherwise such site visits are chargeable.

2.4 If the Incident is due to Hardware failure on the Customer site, where the Hardware is outside the scope of the Service and has no warranty, the Customer will be responsible for any relevant repair / replacement arrangements.

2.5 In certain circumstances and at its discretion the Company may provide the Customer with loan equipment. Such equipment will remain the property of the Company. It is the responsibility of the Customer to maintain the loan equipment in its original condition and to ensure that it is adequately insured.

2.6 Scheduled and Planned Maintenance routines may be carried out at intervals determined at the Company's discretion and as specified in the Service Level Agreement and with prior notice.

The Company will at its discretion notify the Customer of Fixes and Service Pack Upgrades relevant to the Service and install these as appropriate.

2.7 Service Support shall not include the following unless specified in the Service Contract:

The rectification of Incidents due to Customer Software errors including viruses introduced by the Customer or the Customer's agents or third parties.

The rectification of Incidents due to the installation or upgrading of Software or Hardware not specified in the Service Contract.

The rectification of Incidents due to the Customer or the Customer's agents or third parties moving or making any alterations to the System other than repairs under manufacturer's warranty.

2.8 The Company may maintain an Asset Record of Hardware and Software, at its discretion or as a paid Service as specified by the Service Contract and with the Customer's prior authority may mark each item with an asset tag number to aid identification.

3. CUSTOMER OBLIGATIONS

The Customer will:

3.1 Ensure that environmental and power supply conditions suitable for the Hardware on the Customer's site are maintained in accordance with the recommendations set out in the Hardware manufacturer's instructions and will keep the Hardware clean and in good condition.

3.2 Allow the Company reasonable access to the Hardware, provide adequate working space and facilities for the Company's

- employees or agents and co-operate with the diagnosis of Service or Hardware malfunctions or maintenance.
- 3.3 Ensure that the communication equipment is powered and connected at all times and any specific configurations or settings are unchanged. In the event that the Company is unable to establish connectivity to the Customer's site, which is due to the removal, disconnection or change of/to communication equipment or configuration, any subsequent work and site visits will be chargeable at the prevailing rate.
- 3.4 Provide designated contacts for the reporting of Incidents and ensure competent staff are available to assist with remote support.
- 3.5 Adequately train and keep trained staff on the use of the Service, the Hardware, the Software and the system as a whole.
- 3.6 Maintain and operate the Hardware, Software and Service in a proper and prudent manner and ensure that only competent staff are allowed to operate it.
- 3.7 Not modify or move Hardware or communications equipment nor make any addition or adjustment which requires modification to any configurations.
- 3.8 Notify the Company in writing of any problem regarding performance of the Service Contract and allow the Company the opportunity to rectify alleged breach of the Service Contract within 30 days.
4. DURATION AND MINIMUM TERM
- The Minimum Term is 60 months from the Commencement Date unless varied within the Service Contract. Save as herein before provided and, as set out below. This Agreement will continue from the Commencement Date for the Minimum Term and thereafter will continue until the expiry of twelve calendar months' notice of termination given in writing by either Party.
- The Commencement Date cannot be agreed and the Service cannot be provided without the Service Contract being signed by authorised representatives of both parties (a Director in the case of the Company).
- Before any contract termination can be accepted all accounts must be settled in full
- to the point of the mutually agreed termination date.
5. CHARGES
- The Company's Charges are as stated in the Service Contract.
- The Commencement Charge is payable immediately on Service Contract signature and the Monthly Charge is payable monthly in advance from the Service Commencement Date for the duration of the Service Contract.
- The Charges shall not include the travel, accommodation and subsistence expenses of the Company's employees incurred in the provision of the Service unless agreed otherwise in writing by both Parties.
- The customer accepts that the charges will remain as specified within the Services contract excepting items outside of the Company's control such as licensing and/or telecommunication charges which are subject to change by Vendor/Provider.
- The Company reserves the right to charge the Customer interest in respect of late payment of any Charges or additional Charges due under this agreement at the rate of 3% per annum above the base rate of Lloyds Bank from the due date until payment.
- The Company reserves the right to withdraw or suspend the Service for late payment of Charges. Furthermore, should default be made by the Customer in paying any sum owed to the Company due under any order, as and when it becomes due, the Company reserves the right to suspend the Service and/or, at the Company's discretion the supply of any other goods or Services.
- Any VAT applicable on the Charges shall be payable in addition by the Customer.
6. WARRANTY
- 6.1 All conditions and warranties whether express or implied by statute or otherwise shall be construed subject to these conditions and insofar as they are inconsistent therewith, shall be excluded.
- 6.2 The Company warrants only that it will use its best endeavour to extend to the Customer the benefit of any guarantee or warranty which may have been given to the Company by other parties in relation to the Service and of any other rights or remedies the Company may have.

- 6.3 Save for liability for death or personal injury, which is not excluded, neither Party shall be liable to the other for any claims for any indirect or consequential losses whether arising from negligence or otherwise.
- 6.4 The Customer undertakes to ensure that its employees and any other persons who use the Hardware / Software / Service receive adequate training in the safe use thereof. Similarly, the Company warrants that the Service will be carried out by competent personnel using merchantable quality goods.
- 6.5 The Company shall not be liable for any delays beyond its reasonable control for delays beyond the Commencement Date.
7. DEFAULTS
- 7.1 If the Customer shall fail to make punctual payments the Company reserves the right to withhold Service until payment is made.
- 7.2 Either Party shall have the right to terminate this agreement if the other is in breach of its obligations under this agreement and does not rectify such alleged breach within 30 days following receipt of written notice from the other Party. Termination shall not affect any of the rights of either Party.
- 7.3 If either Party commits an act of bankruptcy or goes or is put into liquidation (other than solely for the purpose of a solvent amalgamation or reconstruction) or if a receiver or administrator is appointed over any part of either Party's assets or if either Party suffers a seizure of any property for non-payment of any debt, then the other Party may immediately terminate the Service Contract and the Company may suspend/withdraw the Service without notice and all payments for the Service supplied shall immediately become due.
- 7.4 If the Customer terminates the Service Contract for convenience or the Company terminates due to Customer breach, in addition to other amounts owed, the Customer must pay an early termination fee equal to the total Monthly Charges due until the termination date of the Service Contract plus any charges necessary for the work involved to transfer the Service to a new provider or other party.
- 7.5 The Company reserves the right to carry out a pre-Commencement survey of the Customer's IT systems in order to prepare for Service. Should this survey reveal that the systems or support requirements are substantially different to those specified in this Contract the Company reserves the right to review, amend or in extreme circumstances cancel the Service Contract with immediate notice.
8. PERSONNEL
- Both the Company and the Customer will be responsible for the supervision, direction and control of its own staff.
- The Company and the Customer jointly agree that all employees must not be subjected to either verbal or physical abuse, bullying or harassment in the course of carrying out their duties. The Company and the Customer jointly undertake to treat the each other's employees in a courteous manner. Any breach of this clause will entitle either Party to notify breach.
- The Company and the Customer jointly agree that, without prior consent in writing, both Parties shall not, whilst the Service Contract is operational or within 12 months of the expiration of the Service Contract (whichever shall be later), solicit, entice, procure, or seek to procure the services or employment of a member of staff employed by the other Party either directly or via a Third Party.
9. NOTICE
- Any notice given hereunder must be sent by registered post addressed to the Party to be served at its registered office and any notice so sent shall be deemed to have been received by the Party to which it is addressed at the time at which it would have been delivered in the ordinary course of post.
10. GENERAL
- The benefits and responsibilities under this Agreement may not be assigned or subcontracted by either party unless mutually agreed in writing.
- The validity, construction and performance of this Contract shall be governed by the Law of England and the Parties submit to the exclusive jurisdiction of the English Courts.