



GENERAL TERMS AND CONDITIONS OF BUSINESS

iSYSTEMS Integration Ltd

2022

Parties:

The Company iSYSTEMS Integration Ltd (the “**Company**”)
Imperial House, 25 North Street, Bromley BR1 1SD (including its
employees, servants and agents)

The Client [insert Client name] (the “**Client**”)

Each a “**party**” or collectively the “**parties**”

1. Definitions

Agreement:	The Agreement between the Company and the Client for the supply and/or installation of Equipment and/or Services formed by the Client’s written acceptance of the Company’s written proposal.
Business Hours:	The hours of 09:00 to 17:00 on Business Days.
Business Day:	Monday to Friday excluding bank and other public holidays;
Client Materials:	All content and material, hardware or equipment belonging to the Client;
Equipment:	As set out in Schedule 1;
Fees:	The charges due from the Client to the Company under the Agreement in relation to the Services;
Force Majeure:	Includes without limitation any act of God, war, riots, insurrection, governmental regulations, legal restrictions, embargoes, strikes, labour disputes, shortages of materials, fire, floods, tempest or any other cause or event outside the control of the Company;
Intellectual Property Rights:	Any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England and Wales or any other part of the world together with all or any goodwill relating to the same;



Services: The Services (including the supply and/or installation of any Equipment) set out in the Agreement;

Site: Any place where the Company provides the Services;

- 1.1 The headings used in the Agreement are inserted for convenience only and are not intended to be part of nor to affect the meaning or interpretation of any of the Agreement.
- 1.2 In the Agreement the masculine includes all genders, and the singular includes the plural and vice versa as the context shall admit or require.
- 1.3 The expression person includes any individual, firm, body corporate, unincorporated association, partnership or joint venture.
- 1.4 In the event of a conflict between any of the terms and conditions in the Agreement and any terms and conditions in the Company's written proposal the terms and conditions of the Agreement shall prevail.
- 1.5 The words include, includes, including and included will be construed without limitation unless inconsistent with the context.
- 1.6 The parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 1.7 References in these conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted from time to time.
- 1.8 The Schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules.

2. Service Provision

- 2.1 The Services to be supplied by the Company are set out in the Agreement.
- 2.2 Additional charges (to be discussed and agreed in writing as and when they arise) will be levied where the Company agrees to perform any service outside the scope of the Agreement.
- 2.3 The Client will provide to the Company those Client Materials to which the Services will be applicable in such time as to ensure that the Company can fully comply with its obligations under the Agreement.

- 2.4 The Company will provide the Services in accordance with the Agreement and shall use its reasonable endeavours to comply with any deadline or timescale, but shall have no liability where, using those endeavours, it fails to meet any deadline or timescale.
- 2.5 The Company will not be liable for any failure to provide the Services resulting from any breach by the Client or its agents or subcontractors of the Agreement or these terms or for any delays caused by any act of Force Majeure or third parties or for any defects or problems caused by Third Party Software.
- 2.6 Without prejudice to its other rights and remedies, the Company may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) and will have no liability to the Client on the occurrence of any of the following events:
 - 2.6.1 if the Client fails to pay any Fees or any other sums owing to the Company by the Client when they fall due;
 - 2.6.2 failure or deficiencies including but not limited to hardware, software, equipment, server, and security breaches.
- 2.7 The Client warrants that the Client Materials will be accurate in all material respects and will not knowingly include material which is illegal, the accessing holding transmitting or supplying of which would be a criminal offence or which is otherwise unlawful or in breach of any applicable law or code of practice applying to such materials. In particular, the Client warrants that all necessary licences, consents and waivers (including those from rights owners and other contributors) have been obtained and paid for by the Client.
- 2.8 The Client will supply in a timely manner all information, instructions, review and feedback required by the Company in connection with the performance of its obligations under the Agreement.
- 2.9 The Client acknowledges that, given the nature of the Services, the Company cannot guarantee that the Services, when delivered via the internet, will be uninterrupted, virus free or error free.
- 2.10 No warranty or representation (express or implied) of any kind is given in connection with the Services including any as to satisfactory quality and fitness for a particular purpose. In particular, but without limitation, the Company gives no warranty or representation that the Services will meet the Client's requirements; the Services will be provided on an uninterrupted, timely, secure or error-free basis; the retention of business information in the event of internet failure; or any results obtained from the use of the Services will be accurate, complete or current.



- 2.11 The Company warrants that it will provide the Services with reasonable care and skill. The Company will not be liable for a breach of such warranty unless the Client notifies the Company in writing of such failure within 14 days of the Client becoming aware of the failure.
- 2.12 Where Services are provided by a third party (as agreed by the Client) the Client will give the Company at least twelve months' notice to cancel the Services provided by a third party.
- 2.13 The Client will, as required, by the Company at its own expense to enable the installation and use of the Services provided by the Company:
 - 2.13.1 Obtain all necessary consents including consents for necessary alterations to buildings;
 - 2.13.2 Provide suitable environment, accommodation, foundations in accordance with relevant installation standards; and
 - 2.13.3 Provide any electricity and connection points as required by the Company.
- 2.14 The parties will agree in advance all preliminary matters, including cabling routes prior to installation.
- 2.15 The Client agrees to being present during the installation process. The Company reserves the right to make changes to preliminary matters in the event that the Client is not available.
- 2.16 All Services are to be performed by the Company during Business Hours.
- 2.17 Any Services performed by the Company outside Business Hours will be charged in accordance with Clause 3.
- 2.18 The Services performed by the Company will be deemed acceptable by the Client if no notice rejecting or complaining about the Services is received by the Company within 30 days of completion of the Services.
- 2.19 Any Equipment supplied and/or installed by the Company pursuant to the terms of the Agreement is covered by the manufacturer's warranty, support and maintenance. The Company gives no warrant in relation to any of the Equipment. The Client accepts that if there is a defect or fault with any of the Equipment, its sole remedy lies against the manufacturer via the manufacturer's warranty, support and maintenance.

3. Fees

- 3.1 The Client shall pay the Fees.
- 3.2 Any Service performed outside Business Hours (but not on Sunday or public holidays) are charged at time and a half.
- 3.3 The Company will not be obliged to provide Services other than those set out in the Agreement.
- 3.4 The Company reserves the right to modify its Fees upon 30 days written notice.
- 3.5 Any Service performed on Sundays and public holidays is charged at double time.

4. Access

- 4.1 To enable the Company to carry out its obligations under the Agreement, the Client will provide the Company and any person acting on the Company's behalf, with access to any Site at all reasonable times.
- 4.2 The Company will normally only require access during Business Hours but may on reasonable notice, require the Client to provide access at other times. The Company may agree to work outside Business Hours, the Client will pay the Company's additional charges for doing so, as set out in Clause 3.
- 4.3 The Client will provide a suitable and safe working environment for the Company employees and anyone acting on the Company's behalf.

5. Client Obligations

- 5.1 The Client will:
 - 5.1.1 immediately notify the Company on becoming aware of any unauthorised use of all or any of the Services and/or relevant part of the Client System;
 - 5.1.2 not use the Services or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material (including any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights including Intellectual Property Rights of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the Client's country or any other place where the results of such purpose or the material in question can be accessed;



- 5.1.3 ensure that it has all necessary consents, permissions and licences to make use of the Services including registration and appropriate consents and approvals under the Data Protection Act 1998;
- 5.1.4 not provide any technical or other information obtained from the Company and/or relating to the Services to any third party;
- 5.1.5 be solely responsible for keeping regular and full back ups of all material and data;
- 5.1.6 maintain and be responsible for all security, and comply with any security policy notified to it from time to time by the Company and, in particular, ensure that all passwords and user names provided to it by the Company are at all times kept confidential, used properly and not disclosed to unauthorised people. If the Client has any reason to believe that any password or user name has become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way or of any other breach of security then the Client will inform the Company immediately;
- 5.1.7 immediately notify the Company of any changes to Client Materials; change of personnel utilising the Services and/or change of Site
- 5.1.8 allow remote access to the Company.
- 5.2 The Client accepts that it has sufficient knowledge of the Services and that the Company shall have no obligation to:
 - 5.2.1 train the Client on its use of the Services;
 - 5.2.2 manipulate any material which the Client wishes to and/or does post on any web site or other system it operates (including any Client System) or any communication which it issues or sends in connection with any Services; or
 - 5.2.3 validate or vet such material for usability, legality or content.
The Client also acknowledges that the services and products provided by the Company are standard packages, which are not tailored to specific requirements of the Client, unless confirmed in writing by the Company to the contrary.
- 5.3 The Client will procure all necessary rights from third parties (including intellectual property licences of computer software and website content) which are from time to time required in order for the Company to be able legally to provide the Services.
- 5.4 Whereas part of the Services the Client is entitled (having obtained the Company's prior written consent) to resell or licence the whole or any part of the Services to a third party then the Client will:
 - 5.4.1 procure such third party's compliance with and acceptance of the terms of this Agreement;



- 5.4.2 be fully responsible for the acts and omissions of any such third party; and
- 5.4.3 indemnify the Company for any losses it suffers as a result of such acts or omissions.
- 5.5 The Client accepts that failure to accept a recommended additional Service by the Company may result in termination of the Agreement (or at the Company's option, any part of it) forthwith by notice in writing by the Company to the Client.

6. Delivery/Title/Risk

- 6.1 Any delivery periods given for Equipment are approximate and delivery by instalments may be made.
- 6.2 The place of delivery will be the Site as specified in the Agreement, unless otherwise agreed.
- 6.3 Refusal for delivery of the Equipment without the Company's prior written consent will render the Client responsible for all the Company's expenses and loss resulting from that refusal.
- 6.4 The Client accepts that it will inspect the Equipment for any defects or non-conformity within seven days of delivery. After this period the Client is deemed to have accepted the Equipment.
- 6.5 If the Company agrees to the return of any Equipment, it must be in its original condition with packaging, and proof of purchase. Return costs are payable by the Client.
- 6.6 Risk of loss or damage to the Equipment passes to the Client on delivery.
- 6.7 Title to the Equipment bought by the Client passes on full payment by the Client to the Company.
- 6.8 Until full payment is received for the Equipment or where the Equipment is loaned to the Client, the Client will insure and store the Equipment separately and not modify, pledge or sell the Equipment.
- 6.9 The Company reserves the right to enter the Site or other Client's premises to repossess the Equipment.
- 6.10 Should the Client sell the Equipment before title passes to the Client or whilst the Equipment is on loan to the Client, the Client will become the Company's agent and the proceeds of that sale shall be held by the Client on the Company's behalf, separately from the Client's general funds.
- 6.11 The Company reserves the right to sue for the price of the Equipment before title passes on a sale of the Equipment by the Client.

6.12 The Company may at its discretion repair or replace any Equipment that is faulty.

7. Payment Terms

- 7.1 Any sums payable by the Client to the Company under the Agreement are exclusive of Value Added Tax or any similar taxes, levies or duties, which will be added to such sums and be payable by the Client at the appropriate rate.
- 7.2 Fees payable monthly or yearly will be paid in advance and will not be refundable in whole or part if the Agreement or relevant part is terminated during the period to which the payment relates;
- 7.3 Any installation fee will (unless stated to be included within later payments) be payable immediately.
- 7.4 Any total sum for the fees set out in the Agreement is (unless stated otherwise) a fixed price quotation.
- 7.5 The Client agrees to pay the Company's invoices in full when due. If the Client fails to do so, the Client will without prejudice to the Company's other rights and remedies (including the right to suspend the Services) be liable to pay interest on any sum outstanding from the due date for payment at the annual rate of 4% above the minimum lending rate from time to time of HSBC Bank plc accruing on a daily basis until payment is made whether before or after any judgment.
- 7.6 All sums payable to the Company under the Agreement must be paid in full with no set-off or deduction.
- 7.7 All additional charges for services performed outside the scope of the Agreement by the Company shall be levied by the Company monthly in arrears and shall be payable by the Client (together with VAT thereon) within 30 days of an invoice.

8. Intellectual Property

- 8.1 The Company owns the Intellectual Property Rights. The Client acknowledges and agrees that it will not own or acquire ownership of any of the Intellectual Property Rights in or relating to the Services or created in performing the Services and that it will have no rights in or to the Services other than the rights expressly granted by the Agreement.

- 8.2 The Client will indemnify and keep the Company indemnified from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, legal costs (on a full indemnity basis) and judgments which the Company incurs or suffers as a consequence of infringement of any Intellectual Property Right of any third party arising directly or indirectly from:
 - 8.2.1 the provision by the Company of Services making use of information or specifications supplied by the Client;
 - 8.2.2 the Client's failure to procure all necessary rights from third parties which are from time to time required in order for the Company to be able legally to provide the Services; or
 - 8.2.3 the use by the Company in connection with the Agreement of the Client Materials.
- 8.3 No Intellectual Property Rights created or acquired by the Company will transfer or be assigned to the Client unless the Company and the Client have executed a written assignment document to that effect.

9. Indemnity

- 9.1 The Client will fully indemnify and keep the Company fully indemnified from and against all actions, demands, costs (on a solicitor and own client basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by it and arising from any of the following:
 - 9.1.1 the Client's breach of the Agreement, negligence or other default; or
 - 9.1.2 the operation or break down of any systems owned or used by the Client including the Client Materials; or
 - 9.1.3 the Client's use or misuse of the Services or
 - 9.1.4 claims by third parties in respect of Company performance or non-performance pursuant to the instructions of the Client or its authorised representative or
 - 9.1.5 claims by third parties for any loss injury or damage in any way connected with the performance of the Agreement.

10. Limits of Liability

- 10.1 The provisions in this clause 10 and the provision of clause 2.13 set out the entire liability of the Company (including any liability for the acts or omissions of its consultants, employees, agents and authorised representatives) to the Client in respect of any breach of the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

- 10.2 If the Client makes a valid claim against the Company based on a failure by the Company to comply with the warranty set out in clause 2.13 the Company may, at its option, take such steps as it deems necessary to remedy such failure or refund such part of the Fees as relates to such Services, provided that the liability of the Company under such warranty will in no event exceed the Fees paid to the Company by the Client (excluding VAT and expenses) for providing the Services in the year in which the breach or failure occurred. If the Company complies with this clause, it will have no further liability for a breach of the said warranty and shall not have any liability for any economic or consequential loss in any event.
- 10.3 The Client accepts that in respect of a breach of clause 2.13 the Client must serve notice of the same upon the Company within 14 days of the date it became aware of the circumstances giving rise to a breach of clause 2.13 or the date when it ought reasonably to have become aware.
- 10.4 The Client hereby agrees to afford the Company not less than 30 days (following notification thereof by the Client) within which to remedy clause 2.13.
- 10.5 Nothing in the Agreement excludes or limits the liability of the Company for death or personal injury caused by the negligence of the Company or a breach of section 12 of the Sale of Goods Act 1979 (as amended).
- 10.7 The Client's liability for death or injury resulting from its own or that of its employees' agents' or sub contractors' negligence shall not be limited.
- 10.8 Subject to clause 10.2 the Company will not be liable to the Client in contract, tort, misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, or for any loss of profit, loss of business, loss of contract, depletion of goodwill or otherwise (whether direct or indirect), and whether or not caused by the negligence of the Company, which arises out of or in connection with the Agreement.
- 10.9 The Company shall have no liability for destruction or damage to the Client's data.
- 10.10 The Company shall not be liable for any losses or damages howsoever arising for any computer equipment or goods which suffer complete or partial failure arising from;
 - 10.10.1 computer software written to store and/or manipulate data using two digits for the year
 - 10.10.2 computer equipment including software, which do not recognise the year 2000 as a leap-year
 - 10.10.3 where a date arising is the same as the date which has been used as a special meaning in a date field

11. Confidentiality

- 11.1 Each party will (save as required by law):
 - 11.1.1 keep confidential all information obtained from the other under or in connection with the Agreement (Information);
 - 11.1.2 not disclose any Information to any third party without the prior written consent of the other except to such persons and to such extent as may be strictly necessary for the performance of the Agreement;
 - 11.1.3 not use any Information otherwise than for the purposes of the Agreement.
- 11.2 The provisions of clause 11.1 do not apply to Information which:
 - 11.2.1 is or becomes public knowledge (otherwise than by breach of this clause); or
 - 11.2.2 was in the possession of the party concerned without restriction as to its disclosure before receiving it from the disclosing party; or
 - 11.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 11.2.4 and nothing in this clause 11 prevents either party from disclosing any Information for a proper purpose to a public authority or any regulatory body, or to a court of law or elsewhere in legal proceedings, or to its senior management, its auditors, bankers, lawyers or other professional advisers.
- 11.3 The provisions of this clause 11 will continue to apply notwithstanding termination of the Agreement.

12. Force Majeure

- 12.1. If the Company's performance of the Agreement is delayed or hindered by circumstances outside its control or amounting to Force Majeure the following provisions shall apply:
 - 12.1.1 the Company will as soon as reasonably practicable give the Client notice of the reasons of the delay or hindrance and failing to give such notice will not prevent the Company relying on the remaining provisions of this clause and the Company will incur no liability for failure to give such notice.
 - 12.1.2 the Company's duty to inform shall be suspended for as long as the circumstances amounting to Force Majeure continue and the time for performance of the Company obligations shall be extended by a period equal to the duration of those circumstances.

13. Termination

- 13.1 For the avoidance of doubt the Agreement will continue until terminated by either party giving three months written notice.
- 13.2 The Company may immediately terminate the Agreement (or at its option, any part of it) by notice in writing to the Client if the Client fails to pay to the Company any sum due under the Agreement on the due date for payment.
- 13.3 Either party may terminate the Agreement (or, at its option, any part of it) forthwith by notice in writing to the other if the other party:
 - 13.3.1 is in material breach of the Agreement and fails (where the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement;
 - 13.3.2 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 13.3.3 enters into a voluntary arrangement with its Creditors or has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order; or
 - 13.3.4 has ceased or threatened to cease to carry on business.

14. Consequences of Termination

- 14.1 Termination of the Agreement is without prejudice to any rights and remedies of either party accrued prior to termination.
- 14.2 The clauses of the Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 14.3 The Company may without notice remove the Client's data from its systems after the expiry of five Business Days following termination. For the purposes of this clause, the date of termination will be either the date that the Company receives signed authorisation from the Client instructing cancellation of account or the date of expiry of notice of termination served in accordance with the conditions of this Agreement.
- 14.4 Upon termination of the Agreement, the Client will forthwith:
 - 14.4.1 cease to use the Services;
 - 14.4.2 return to the Company any hardware or other equipment loaned to the Client in connection with the Services or any other materials and equipment owned by the Company; and



- 14.4.3 pay all outstanding invoices raised by the Company pursuant to the Agreement and pay for all work in progress not previously paid for on a reasonable pro-rata basis (subject to receipt of an invoice for the same from the Company).
- 14.5 Where the Services include the purchase of licensing for software by the Company on behalf of the client, in the event of termination of the Agreement by the Client, the Company is unable to refund any proportion of the software and/or licensing fees incurred.

15. Severability

The illegality, invalidity or unenforceability of any provision of the Agreement will not affect the legality, validity or enforceability of the remainder. If any such provision is found by any court or competent authority to be illegal, invalid or unenforceable, the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

16. Waiver

- 16.1 The failure or delay by either party in exercising any right, power or remedy of that party under the Agreement will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under the Agreement will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 16.2 Any waiver by either party of a breach of or default under any of the terms of the Agreement by the other party is not deemed a waiver of any subsequent breach or default and in no way affects the other terms of the Agreement.

17. Assignment and Subcontracting

The Client may not assign the benefit or delegate the burden of the Agreement nor sub-license any of its rights under the Agreement without the prior written consent of the Company. Any consent provided by the Company under this clause is given on condition that the assignee or licensee, as the case may be, agrees to comply with the terms of the Agreement as if they were the Client. The Company may sub-contract or assign any or all of its rights and obligations under the Agreement.

18. Amendments

No variation or amendment to the Agreement is effective unless agreed in writing and signed by an authorised representative of the Company.



19. Notices

Any notice to be given or made by either party under or in connection with the Agreement must be in writing and given or made to the other party at its address stated in the Agreement or to such other address as either party may from time to time notify to the other. Every notice, if so addressed, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant party, if sent by prepaid first class post, two Business Days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 p.m. on a Business Day, such notice shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

20. Entire Agreement

The terms of the Agreement form the entire agreement between the Company and the Client in relation to the Services and all other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Client may not rely upon any representation made or given by any employee of the Company prior to the Agreement being entered into unless confirmed in the Agreement.

21. Applicable Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree that the construction, performance and validity of the Agreement will be governed by English law and the Courts of England and Wales have jurisdiction to settle any disputes which may arise out of or in connection with it.



APPENDIX A:

EQUIPMENT

Quantity	Description of Equipment



APPENDIX B:

SERVICE CONTRACT AGREEMENT

between iSYSTEMS Integration Ltd and
[insert Client name]

Commencement Date:

Review Date:

Company Contact:

Site:

Client Contact:

Contract Value:

Payment Terms (in conjunction with Clause 7):

- (a) The Client agrees it will pay the Company on a monthly basis.
- (b) The Fees are payable by the Client within 30 days of receipt of an invoice or 7 days before the start of the period of cover to which the invoice refers, whichever is the earlier.
- (c) Fees are payable in pounds sterling by bank transfer.

The Client and the Company agree to work under this Agreement and abide by the General Terms and Conditions of Business set out in the Agreement and Appendix A.

Signed on behalf of iSYSTEMS Integration Ltd

Signed on behalf of [insert Client name]

Signature

Signature

Name

Name

Date

Date