

# Metataxis Contract including Terms and Conditions

This Agreement made on <DATE>

BETWEEN

- (1) **Metataxis Limited**, a company incorporated under the laws of England, whose registered office is at 131 High Street South, Northchurch, Berkhamsted, Herts, HP4 3QR (hereinafter "Metataxis")

AND

- (2) <COMPANY>, a company incorporated under the laws of England, whose registered office is at <ADDRESS> (hereinafter "Company")

## 1. INTERPRETATION

In these Conditions:

Metataxis	means Metataxis Limited of 131 High Street South, Northchurch, Berkhamsted, Herts, HP4 3QR, registered in England and Wales No 4356463.
Metataxis Employees	means people employed by Metataxis and sub-contractors or others acting on behalf of Metataxis, who carry out work under this Contract.
Client	means the person so named in the Proposal, and anyone reasonably appearing to Metataxis to be acting with that person's authority or permission.
Client Equipment	means the Client's equipment (if any) in respect of which the Service is being provided.
Conditions	means the general conditions contained in this Appendix of the Contract.
Contract	means, in order of precedence, these Conditions and the Proposal duly signed by the Client and Metataxis.
Data Protection Legislation	means the General Data Protection Regulation (GDPR) (EU) 2016/679, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Intellectual Property Rights	means patents, registered designs, trademarks and service marks (whether registered or not) and applications for any of the foregoing, copyright, design right, know-how, confidential information, moral rights, rights in

	and to databases and all similar and/or analogous rights subsisting at any time in any part of the world.
Material	means software, manuals, information, data, drawings and other documents or materials.
Personal Data	has the same meaning as set out in the General Data Protection Regulation (GDPR) (EU) 2016/679.
Proposal	means this document setting out the terms of reference to enable Metataxis and the Client to complete consultancy services.
Service	means the service to be provided by Metataxis as described in the Proposal.
Site	means the places at which Metataxis agrees to provide the Service.
Working Day	means a period of 7.5 hours between the hours of 8.00am and 6.00pm Monday to Friday inclusive, but excluding Public Holidays.

## **2. DURATION**

- 2.1 This Contract begins on the date the Proposal is signed by both parties and will continue until the Service provided under this Contract has been completed.

## **3. PROVISION OF THE SERVICE**

- 3.1 Metataxis will provide the Service to the Client on the terms of this Contract.
- 3.2 All times and dates for provision or completion of the Service are estimates only and Metataxis accepts no liability for failure to meet those dates. Some timescales are not within Metataxis' control and may depend upon the accuracy and completeness of the Material supplied by the Client or third parties to Metataxis or the availability of Client staff.
- 3.3 Metataxis will provide the Service using the reasonable skill and care of a competent provider of such services.

## **4. METATAXIS EMPLOYEES**

- 4.1 Metataxis will provide the Service using such Metataxis Employees as it considers suitably qualified to undertake the work. Metataxis will try to maintain continuity of the Metataxis Employees who perform the Service but reserves the right at any time to change those employees.
- 4.2 Metataxis Employees engaged in the performance of the Service will at all times remain under the direction and control of Metataxis.
- 4.3 Nothing in this Contract will prevent Metataxis from having employees involved in the performance of the Service under this Contract perform similar services for other Clients or in any way restrict Metataxis' use of such employees.
- 4.4 The Client agrees that during the course of this Contract and for a period of 12 months after its termination it will not employ, or engage as an independent consultant, or offer such employment or engagement to any Metataxis Employees who have been involved in providing the Service, without Metataxis' written consent.

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

- 5.1 To enable Metataxis to carry out its obligations under this Contract, the Client will provide Metataxis Employees, who produce a valid identity card, with access to any Site and any other premises outside Metataxis control, which Metataxis reasonably needs to access to carry out its obligations under this Contract, at all reasonable times. Metataxis will normally only require access between the hours of 8am and 6pm, Monday to Friday, excluding Public Holidays, but may, on reasonable notice, require the Client to provide access at other times.
- 5.2 The Client will on request provide Metataxis free of charge and as promptly as reasonably practicable with adequate office accommodation, facilities and office support and other items detailed in the Proposal or notified to the Client which Metataxis may require to perform the Service.
- 5.3 Metataxis Employees will observe the Client's reasonable Site regulations, as previously advised in writing to Metataxis. In the event of any conflict between such Site regulations and these Conditions, these Conditions will prevail.
- 5.4 The Client will provide a suitable and safe working environment for Metataxis Employees and anyone acting on Metataxis behalf.
- 5.5 The Client will provide Metataxis with all Material concerning the Client's operations and activities and access to all personnel necessary to enable Metataxis to perform the Service.
- 5.6 Metataxis will be entitled to securely dispose of any Material received from the Client in connection with this Contract 3 months after completion of the Service or termination of this Contract, whichever is the earlier unless otherwise notified in writing by the Client.

**6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All Intellectual Property Rights in any original Material, which is produced by Metataxis exclusively for the Client under this Contract, will belong to the Client. However, where such Material is an adaptation of, or derived from existing Material, unless the existing Material is wholly owned by the Client, the ownership of the Intellectual Property Rights will not pass to the Client. Where ownership of the Intellectual Property Rights in any Material does not pass to the Client, Metataxis grants the Client a non-exclusive non-transferable, perpetual and world-wide, licence to use the Material produced or supplied by Metataxis under this Contract for the Client's own internal purposes.
- 6.2 Except as expressly provided in paragraph 6.1 of this Agreement, nothing in this Agreement will be deemed to or require Metataxis to transfer, assign or license any Intellectual Property Rights or grant any Intellectual Property Rights to the Client.
- 6.3 Either party may use any know-how acquired, principles learned or developed, or experience gained, during the performance of this Agreement to perform work for itself or other clients.
- 6.4 This paragraph 6 will survive termination of the Contract.

**7. CONFIDENTIALITY**

- 7.1 The parties will keep in confidence any Material (whether written or oral) of a confidential nature obtained under this Contract and will take reasonable steps not to disclose that information to any person (other than their employees or professional advisers, or in the case of Metataxis, the employees of a Metataxis associate company who needs to know the information) without the written consent of the other party.

- 7.2 This paragraph 7 will not apply to:
- (a) Any Material which has been published, other than through a breach of this Contract;
  - (b) Material lawfully in the possession of the recipient before the disclosure under this Contract took place;
  - (c) Material obtained from a third party who is free to disclose it; and
  - (d) Material which a party is requested to disclose and, if it did not, could be required by law (including a regulatory body) to do so;
- 7.3 This paragraph 7 will remain in effect for 2 years after the termination of this Contract.

## **8. CHARGES**

- 8.1 The charges for the Service are detailed in the Proposal. The Client will pay the Metataxis charges within 28 days of the date of a Metataxis invoice. Metataxis may charge daily interest on late payments at a rate equal to 4% per year above the base lending rate of Santander Bank plc.

## **9. LIMITATION OF LIABILITY**

- 9.1 Metataxis accepts liability for errors or omissions in the Service resulting from its own negligence to the extent stated in this paragraph 9.
- 9.2 Metataxis will correct any errors or omissions in the Service resulting from its negligence that are notified to it in writing within 1 month of the completion of the Service.
- 9.3 If the Service includes advice or work on Client Equipment or a Client Network Metataxis does not guarantee that following provision of a Service under this Contract the Client Equipment or Client Network will not be subject to any unlawful access, fraud or other misuse and Metataxis will have no liability to the Client in respect of such unlawful access, fraud or other misuse.
- 9.4 Metataxis is not liable to the Client, in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or destruction of data.
- 9.5 Metataxis' liability to the Client in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £100,000 for any one claim one incident or series of related incidents and to £250,000 for all incidents in any period of 12 months.
- 9.6 Each provision of this Contract operates separately. If any part is held by a court to be unreasonable or inapplicable in any circumstances, the other parts will continue to apply.

## **10. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other party for that failure to perform.

## **11. CHANGES TO THIS CONTRACT**

- 11.1 If the Client asks Metataxis to make any change to the Service Metataxis may ask the Client to confirm the request in writing and the parties will discuss the proposed change.
- 11.2 Within a reasonable time of receipt of the proposed change, or the date of the discussions under paragraph 11.1 Metataxis will notify the Client in writing whether the proposed change is feasible and the likely effects of the proposed change.
- 11.3 Within a reasonable time of receipt of Metataxis' notifications under paragraph 11.2 the Client will advise Metataxis whether it wishes this Contract to be amended to incorporate the change.
- 11.4 Where the parties agree a change to this Contract it will be recorded in writing and will form part of this Contract when signed by both parties.

## **12. BRIBERY AND CORRUPTION**

- 12.1 Metataxis is committed to conducting its business professionally and with honesty and integrity at all times.
- 12.2 The Client shall be entitled to cancel the Contract if Metataxis shall have offered or have given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or the execution of the Contract with the Client, or for showing or forbearing to show favour or disfavour to any person, in relation to the Contract, or if the like acts shall have been done by any person employed by Metataxis, or acting on Metataxis' behalf, or if in relation to the Contract Metataxis or any person employed by Metataxis or acting on Metataxis' behalf shall have committed an offence under the Bribery Act 2010.

## **13. DATA PROTECTION AND INFORMATION PRIVACY**

- 13.1 Metataxis is committed to protecting the privacy and security of Personal Data.
- 13.2 In the course of providing our Services, we collect or receive Personal Data in a few different ways. Often, you choose what information to provide, but sometimes we require certain information for you to use and for us to provide you the Services.
- 13.3 We take this responsibility seriously and therefore take a number of steps to make sure your Personal Data is kept confidential, that its integrity is maintained, and that it is available to us to continue providing you with a first class service.
- 13.3 Where Metataxis receives any Personal Data from the Client, Metataxis shall use reasonable skill and care to ensure that it fully complies with the provisions of the GDPR and only deals with the Personal Data as far as is necessary to fulfil its obligations under this Contract.
- 13.4 We comply with our obligations under the GDPR by keeping Personal Data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting Personal Data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to support this.

## **14. TERMINATION OF THIS CONTRACT**

- 14.1 Either party may terminate this Contract on notice, if the other:
- (a) commits a material breach of this Contract, that is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

- (b) commits a material breach of this Contract which cannot be remedied;
- (c) is repeatedly in breach of this Contract; or
- (d) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into either voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

14.2 If either party delays in acting upon a breach of this Contract, that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

## **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

15.1 Neither party may transfer any of their rights or obligations under this Contract, without the written consent of the other.

## **16. AGENCY**

16.1 Nothing in this Contract is either intended or will be deemed to create any relationship of partnership, joint venture or agency between the parties or to give either party the power or authority to bind or in any way act on behalf of the other.

## **17. ENTIRE AGREEMENT**

17.1 This Contract contains the whole agreement between the parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.

17.2 The parties acknowledge and agree that:

- (a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and
- (b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

17.3 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **18. NOTICES**

18.1 Notices given under this Contract must be in writing and may be delivered by hand or by courier, or sent by first class post to the relevant address as notified by each party from time to time.

## **19. LAW**

19.1 This Contract is governed by the law of England and Wales and is subject to the sole and exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of METATAXIS LIMITED	For and on behalf of <COMPANY>
Signed	Signed
Name (Print)	Name (Print)
Position	Position
Date	Date