

Digital Marketplace: G-Cloud 14

Terms and Conditions of Business



Prepared by:	OfficeLabs Ltd Queensgate House 48 Queen Street Exeter, EX4 3SR
Version:	30/04/2024 v. 1.0
Last revised:	
Version History:	Issued 1.0

ABOUT OFFICELABS

We are experts in cloud-based solutions that deliver automation and enhance productivity. Since our establishment in 2012, OfficeLabs has been providing businesses with over a decade of expertise and experience in crafting solutions focused on accuracy, collaboration, and effective working.

We are a Microsoft Solutions Partner, with expertise in Modern Work and Digital & App Innovation. Specialising in Adoption & Change Management, we bring a high level of technical proficiency to every project. Our accreditations with Adobe, DocuSign, Gimmel, and the Cyber Essentials Plus security status underscore our commitment to quality and security.

Our Journey and Commitment

With a team of dedicated experts, we are consistently at the forefront of cloud technology. Our mission is simple: to help businesses unlock their full potential through the seamless integration of Microsoft Cloud and other innovative services. We bridge the gap between understanding technology and implementing it effectively for your business.

What Sets Us Apart

- **Microsoft Solutions Partner:** High-level technical expertise in Microsoft technologies.
- **Cyber Essentials Plus:** Robust cyber security measures to protect our clients and ourselves.
- **Tailored Solutions:** Customized solutions that meet the unique needs and goals of each client.
- **Innovation:** Continuous exploration of new cloud technologies to keep you ahead.
- **Compliance and Governance:** Assistance in ensuring security, risk management, and compliance in modern work environments.
- **Human-Centred Approach:** Your success is our priority; we collaborate closely to achieve your business objectives.

Engage with Our Success Stories:

Our case studies provide insights into the tangible benefits and outcomes we deliver.

Discover how we have enabled success for businesses across various industries:

[Digital Transformation experts - OfficeLabs](#)

1. TERMS AND CONDITIONS

This general agreement is made between OfficeLabs Ltd of Queensgate House, 48 Queen Street, Exeter, Devon, EX4 3SR, herein referred to as "OfficeLabs" and the client, herein referred to as "the Client".

The following definitions and rules of interpretation apply to this Agreement.

Agreement means these terms and conditions and any special terms and conditions agreed as part of a Statement of Work (SoW) between the Client and OfficeLabs (the Parties).

Confidential Information has the meaning given to it in paragraph 1.2.

Contract means any contract between the Client and OfficeLabs for the purchase of Goods and/or Services pursuant to an Order or signed Statement of Work incorporating these Conditions.

Data Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. Processing for this purpose means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Data Protection Legislation means the applicable data privacy legislation, including the Data Protection Act 2018 and the UK General Data Protection Regulation.

Force Majeure Event means any event or circumstances arising which is beyond the reasonable control of the applicable Party including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, or restraints or delays affecting carriers or inability or delay (that is / are not the fault of OfficeLabs) in obtaining supplies of adequate or suitable materials.

Goods means any goods agreed in the Contract to be provided by OfficeLabs (including any part or parts of them, and instruction or maintenance manuals thereto) pursuant to the Order in accordance with this Agreement.

Health, Safety and Environmental Legislation means all health, safety and environmental legislation applicable to the Parties.

Intellectual Property Rights (IPR) means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair

competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Material (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order means the Client's written instruction or Order to buy the Goods and/or Services from OfficeLabs.

Personal Data means information that can be used to identify an individual directly or indirectly in connection with the Services.

Premises has the meaning given to it in paragraph 1.10.

Statement of Work or SoW means the document that defines the services and software that is to be provided by OfficeLabs to the Client as part of this contract.

Services means the services as agreed and defined in the applicable SoW.

Software means the software as agreed and defined in the applicable SoW.

1.1 PERFORMANCE

OfficeLabs shall:

- provide the Software and undertake and deliver the Services as agreed and defined in the Statement of Work;
- deliver the Services within the timescales set out in the SoW or otherwise within a reasonable timeframe, with the skills, diligence and prudence that would reasonably and ordinarily be expected from an expert providing similar services when exercising all due care and attention and complying with its contractual obligations and all applicable laws. All commitments with respect to the timing and scope of a project given to the Client by OfficeLabs - whether verbal or written - are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, unforeseeable difficulty in obtaining certain information requested by the Client);
- cooperate with the Client in all matters relating to the Services, and comply with all instructions of the Client;
- use personnel who are suitable skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that OfficeLabs obligations are fulfilled. The Client may for any reason decline to accept any persons (including replacements) proposed by OfficeLabs to work on the Services, and in such event OfficeLabs shall propose a replacement without delay;

- ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the applicable Contract;
- ensure that the Services will conform with all descriptions and specifications set out in the Service Contract, and that the Services shall be fit for any purpose expressly or implied made known to the Supplier by the Client;
- provide all equipment, personnel, tools, vehicles and other items required to provide the Services;
- ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from known defects in workmanship, installation and design;
- comply with all applicable laws and regulations;
- not do or omit to do anything which may cause the Client to lose any reputation, licence, authority, consent or permission on which it relies for the purposes of conducting its business, and OfficeLabs acknowledges that the Client may rely or act on the Services;
- not do or omit to do anything which may constitute, cause or contribute to any breach by the Client of any licence or contract binding on the Client; and
- notify the Client in writing immediately upon the occurrence of a change of control of OfficeLabs.

OfficeLabs represents, warrants, and undertakes that:

- neither the performance nor the provision or use of the Services, or any part thereof, will in any way constitute an infringement or other violation of any Intellectual Property Rights of or duty of confidentiality owed to any third party; and
- it owns or has obtained valid licenses for all Intellectual Property Rights which are necessary to the performance of any of the Services under this Agreement.

1.2 CONFIDENTIALITY

OfficeLabs agrees to hold all information provided by the Client or its end client confidential except where specifically agreed otherwise. OfficeLabs shall (a) use such Confidential Information solely for the purposes of this Agreement, (b) not disclose such Confidential Information to others for any purpose without the consent of the Client, (c) limit dissemination of such Confidential Information, only to be disclosed strictly on a need-to-know basis on terms no less onerous than those set out in this Agreement and (d) protect the Confidential Information in the same manner it would protect its own.

Confidential Information shall not be deemed confidential to the extent such information is known to OfficeLabs already without breach of an obligation of confidence, or exists already in the public domain, until, either the information enters the public domain, or OfficeLabs is given the same information by a third party or is released from its confidentiality requirement by the Client.

The rights and obligations regarding the use and disclosure of Confidential Information shall survive three years from expiration or termination of this Agreement. The Client agrees to hold confidential all information about OfficeLabs proposals, fee structures, fees and personnel, within the constraints of the law; OfficeLabs acknowledges that legislation, such as the Freedom of Information Act 2000, may place a duty to disclose certain information.

For the purposes of this clause, "Confidential Information" shall mean all information of each and both parties which is either marked as, or which by its nature should reasonably be understood to be confidential, whether commercial, financial, technical or otherwise, whether or not disclosed by one party to the other party, which information may be contained in, or discernible from, any form whatsoever (including, oral, documentary, magnetic, electronic, graphic or digitised form or by demonstration or observation), and all matters arising prior to, and for the duration of the Agreement which relates to, but is not limited to, information relating to research, development, trade secrets, formulae, processes, designs, photographs, know how, ideas and concepts, drawings, specifications, prospective business, future products, marketing plans, price lists and lists of clients and employees, and all materials and information belonging to third parties in respect of which the parties or any of their customers or suppliers, owe obligations of confidence.

1.3 MATERIALS

OfficeLabs agrees to handle any materials or equipment supplied by the Client or its end client in a responsible fashion and return them to the Client or its clients upon request. However, and subject always to paragraph 1.15 below, OfficeLabs will not be responsible for any wear or tear occasioned nor for any loss or theft that might occur.

1.4 OWNERSHIP

OfficeLabs warrants that all personnel, whether full-time employees or not, will be employed on terms that protect the Client's Intellectual Property Rights. Notwithstanding any payments received from the Client and save to the extent that any information or materials is provided by the Client or its end clients, all rights of ownership to all materials prepared by OfficeLabs, whether written or not, shall remain the property of OfficeLabs. Copyright and distribution rights are reserved by OfficeLabs at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between OfficeLabs and the client explicitly so provides or where the material is so endorsed by OfficeLabs. With respect to the OfficeLabs Materials or other OfficeLabs-owned intellectual property provided under a SoW, OfficeLabs hereby grants to the Client

and its end clients a non-exclusive, non-transferrable, perpetual and non-assignable licence for the sole purpose of allowing the Client and its end clients to make use of the Services for its own internal business purposes in the matter contemplated in the applicable SoW.

OfficeLabs shall ensure that there is no alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Products or the Services (including the Deliverables);

1.5 DISPUTES

OfficeLabs warrants to the Client that the implementation will comply with the specification in all material respects for the duration of the initial term period of 30 days from the date of delivery. The Client must raise any issues with the Software within that 30-day period.

Any complaints, disputes or problems will be referred in the first instance to one of the OfficeLabs Directors (or in their absence to their duly appointed deputies as notified from time to time).

1.6 SEVERABILITY

The invalidity or unenforceability of any term shall not in any way affect the remaining terms and rights which shall be construed as if such invalid or unenforceable term or right did not exist.

1.7 TERMINATION

This Agreement may be terminated immediately by either party giving not less than seven days' notice to the other if: the other party has convened a meeting of its creditors; or a proposal has been made for a voluntary arrangement of the other party within Part I of the Insolvency Act 1986; or a proposal has been made by the other party for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors; or the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or a trustee, receiver, administrative receiver, or similar officer has been appointed in respect of all or any part of the business or assets of the other party; or a petition has been presented or a meeting has been convened for the purpose of considering a resolution (or other steps are taken) for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or any similar or analogous event has occurred in relation to the other party in this or any other jurisdiction.

OfficeLabs may terminate this Agreement if: the Client has failed to pay any sums due to OfficeLabs under this Agreement within 30 days of receipt of a written request to remedy non-payment of such sums (such request not to be sent until the undisputed sums have

been outstanding for 15 working days); or the Client has committed a material breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied within thirty (30) days of a written request to remedy the breach (and for these purposes it is agreed that lateness is a remediable breach).

The Client may terminate this Agreement and/or any Contract/SoW with immediate effect by notice in writing and without liability to pay any remuneration, compensation or damages where:

(a) OfficeLabs has committed a material breach of any of its obligations under this Agreement and has failed to remedy it within thirty (30) days of a written request to remedy the breach (and for these purposes it is agreed that lateness is a remediable breach); or

(b) OfficeLabs is guilty of gross misconduct affecting the Client's or its end client's business.

On termination of this Agreement, each Contract/SoW then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such Contract/SoW, unless earlier terminated in accordance with the terms of such Contract/SoW.

On termination of a Contract/SoW: OfficeLabs will immediately cease to provide the Services under this Agreement; and OfficeLabs will return a full copy of all Client data then held by OfficeLabs and provide a full copy of all other materials in respect of which the Client then owns the Intellectual Property Rights (in each case, which OfficeLabs then has in its possession); those copies will be given to the Client within 30 days in whatever format they are then held, and OfficeLabs will then destroy all other copies of the Client Data; the Client shall have no continuing rights or interests in any assets, licenses, people or any other matter used to provide the Services whatsoever; the Client will stop using and destroy the Outputs (and all copies of each of them) in its possession or under its control; and (except where termination occurs as a result of OfficeLabs' breach of obligation under this Agreement), OfficeLabs shall issue a final invoice to the Client for all Fees and other sums payable under this Agreement including without prejudice to the generality of the foregoing, any Fees and other sums not previously invoiced by OfficeLabs but relating to activities which occurred prior to the date of termination.

On termination or expiry of the Agreement:

(a) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Framework Agreement which existed at or before the date of termination shall not be affected;

(b) the following clauses shall continue in force: the definitions and rules of interpretation, Paragraph 1.15 (Limitation of Liability), Paragraph 1.7 (Termination), Paragraph 1.2 (Confidentiality), and Paragraph 1.19 (Governing Law and Jurisdiction);

(c) OfficeLabs shall provide any transitional assistance services to the Client as agreed under a SoW or between the Parties. Notwithstanding the foregoing, OfficeLabs shall co-operate with the Client and/or a replacement supplier to the extent reasonably required to facilitate the smooth migration of the Services from OfficeLabs to the Client and/or a replacement supplier.

1.8 TIME

Where applicable and save where otherwise agreed in a SoW, activity time is calculated inclusive of travel time from the prior non-client activity (such as from the consultant's home, office, or third-party premises). Where the unit of activity is by the hour, all travel, office, administrative, preparatory, production and telephone time in addition to actual client meetings and external interviews, are chargeable at the agreed rate set out in the SoW for the individual concerned.

1.9 EXPENSES

Expenses are reimbursable subject to the terms agreed and defined in a SoW. Allowable expenses are charged to the Client at the gross invoice value. Expenses will be charged inclusive of any sales taxes. Any additional charge for incidental expenses such as telephone, fax, copies of Client commissioned reports, and presentation materials would normally be waived, except where such costs represent a significant proportion of the project value and/or where agreed in advance with the Client.

1.10 LOCATION

OfficeLabs Services will be delivered in the most appropriate location, as agreed with the Client. Notwithstanding the foregoing, the Client's decision as to whether any person is to be refused admission to any of its client's Premises shall be final and conclusive; and the Client understands that any decision to refuse such admission may impact OfficeLabs' ability to deliver the Services.

Where OfficeLabs is granted access to any client Premises of the Client, OfficeLabs will comply with all current Health, Safety and Environmental Legislation and/or the Client's and its client's Health, Safety and Environmental and/or security policies as notified.

If OfficeLabs are required to deliver the Services at any client Premises, OfficeLabs will make good any damage caused by OfficeLabs or its staff to its Premises and follow reasonable instructions given by the Client or its client whilst at client Premises. For the purposes of this clause, "Premises" shall mean the premises at which OfficeLabs perform the Services as detailed in the statement of work.

1.11 CANCELLATION

The contract shall be regarded as a whole unless there are break points within it agreed in advance or it is divided into stages or where it is subject to periodic renewal. Where no such division is agreed in advance and stipulated in the contract, the Client shall be liable for the totality of the value of the contract – including Services delivered to Client as requested all expenses accrued for the delivery of Services at the date of cancellation.

1.12 VAT

All pricing, whether disclosed in discussion, email, proposal or other communication, is exclusive of VAT unless explicitly stated.

1.13 PAYMENT TERMS

The Client will pay OfficeLabs' undisputed invoices within 30 days end of month following the date of invoice, provided that the Services or any part of the Services have been delivered by OfficeLabs in accordance with the Agreement and SoW. If the Client fails to make any final payment without giving notification of due cause, then OfficeLabs shall be entitled to withhold delivery of any final reports or configurations and will not be responsible for any inconvenience, loss or damage so caused. The client agrees to pay all government taxes and duties, regardless of origin, that may apply to all payments to OfficeLabs. Interest on any outstanding payments under an undisputed invoice shall be charged daily at a rate of 2% per annum above the base rate of National Westminster Bank PLC from time to time.

1.14 VARIATIONS

The Parties agree that all changes and amendments to the Agreement, including changes to the Services required, must be negotiated and approved by both Parties taking into account any impact on the current Services and any changes to the Charges. No such variations will be effective until recorded in writing and agreed by both Parties.

Neither Party will be entitled to change or vary, without mutual agreement between the Parties, any technical specifications, service volumes, site-related details, Agreement start and end dates, working time or any other written information provided in connection with the applicable Order and SoW. Any attempt to do so will render such changes or variations not legally enforceable unless mutually agreed.

Liability for Advice Given: OfficeLabs provides information, advice and services in good faith based upon information available at the time.

1.15 LIMITATION OF LIABILITY

Nothing in this Agreement shall limit OfficeLabs' liability for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from its own negligence or that of its employees, subcontractors or agents;

(c) breach of clauses 1.2 (Confidentiality), 1.17 (Intellectual Property) or 1.18 (Data Protection) by a party or any of its employees, subcontractors or agents; or

(d) any other liability for which it is unlawful to seek to exclude or restrict a party's liability.

Without prejudice to other more restrictive limitations elsewhere in this contract, liability on the part of OfficeLabs in respect of damage to the Client's or its client's property from its employees' negligence is limited to the value of £5,000,000.

Nothing in this Agreement shall limit the Client's liability for:

(e) fraud or fraudulent misrepresentation;

(f) death or personal injury resulting from its own negligence or that of its employees, subcontractors or agents;

(g) breach of clause 1.2 (Confidentiality) by a party or any of its employees, subcontractors or agents; or

(h) any other liability for which it is unlawful to seek to exclude or restrict a party's liability.

Under no circumstances, and notwithstanding the failure of essential purpose of any remedy set forth herein, will the Client, its affiliates or its or directors, officers, employees or agents be liable for: any loss of profits, loss of sales or turnover, loss or damage to reputation, business, revenues or savings, loss, damage or corruption of data or software, or any incidental, indirect, special, punitive or consequential damages, even if the Client has been advised of the possibilities of such damages or if such damages are otherwise foreseeable, in each case, and whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other theory of liability. Without prejudice to the preceding sub-paragraph, the entire liability of the Client and its affiliates for damages from any cause whatsoever will not exceed the lesser of the pound sterling (a) amount paid or payable by customer for the specific purchased item(s) giving rise to the claim or (b) £100,000.

1.16 FORCE MAJEURE

Each party agrees to use its best endeavours to perform the contract as specified, and neither party will be responsible for any delays or failure to complete the contract which are beyond control, and which could not have been reasonably predicted. If either Party is unable to comply with its obligations due to a Force Majeure Event for a continuous period of 30 days or more, the Client may terminate this Agreement by written notice.

1.17 INTELLECTUAL PROPERTY

All Intellectual Property Rights in the delivery of Services remains the property of OfficeLabs. OfficeLabs is not responsible for the content in solutions or software developed or hosted for clients, irrespective of who or how entered. It is the Client's

responsibility to ensure that they have all the necessary Intellectual Property Rights on a worldwide basis in respect of the content of such portals, web sites or intranets and that OfficeLabs is indemnified for any direct liability incurred therein. OfficeLabs will indemnify and hold the Client harmless on an unlimited basis against all losses, liabilities, costs (including legal costs on an indemnity basis) and expenses arising out of or in connection with any claim by a third party that the use by the Client or its clients of the Software or the Services infringes any third-party intellectual property rights. The Client will notify OfficeLabs of any claim arising from this clause as soon as reasonably practical after becoming aware of it. OfficeLabs may elect or the Client may require OfficeLabs to conduct the defence to any claim or action under this clause in which case OfficeLabs will conduct the defence in a timely manner and attempt to settle the claim or action except with assistance (at cost of OfficeLabs) in relation to the defence of the claim or action.

In the event of a claim or action arising from this clause, OfficeLabs will promptly at the Client's option (i) procure for the Client and its clients to continue using the Services, (ii) modify the Services to the extent they become non-infringing, provided such modification or substitute is acceptable to the Client and its clients, or (iii) refund the Client in full. However, such election shall not be the sole and exclusive remedy of the Client in these circumstances.

1.18 DATA PROTECTION

OfficeLabs hereby warrants and undertakes that it will ensure that it shall (and shall procure that any of its staff involved in the provision of this Agreement shall) promptly comply with any notification requirements under the Data Protection Legislation and that data shall only be passed to staff or sub-contractors on a "need to know" basis. The parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.

Notwithstanding the general obligation set out above, OfficeLabs hereby represents, warrants and undertakes that where it is processing Personal Data as a Data Processor for the Client or its clients, it shall do so within the United Kingdom in accordance with the requirements of the Data Protection Legislation and shall:

(a) process such Personal Data only on the documented instructions of the Client and in the performance of any obligation in this Agreement and ensure it take steps to ensure its personnel and those of its sub-contractors do likewise, unless otherwise required by applicable law. If OfficeLabs is aware that, or of the opinion that, any instruction given by the Client breaches the Data Protection Legislation it shall immediately inform the Client, giving details of the breach or potential breach;

(b) ensure that its personnel and any personnel of its subcontractors are under obligations of confidentiality that are equivalent to its own obligations of confidentiality under this Agreement;

- (c) ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required of a Data Processor by the Data Protection Legislation;
- (d) taking into account the nature of the processing, assist the Client with its obligations to comply with data subjects' requests and data subjects' rights under the Data Protection Legislation;
- (e) provide either the Client or its clients (as requested) with such information as may be required to satisfy itself that OfficeLabs is complying with its obligations under the Data Protection Legislation and allow the Client or its authorised representatives, upon reasonable notice, reasonable access during normal business hours to any relevant premises and documents to inspect the procedures and measures referred to in this paragraph 1.18;
- (f) not process or transfer Personal Data outside of the UK without the prior written consent of the Client and without putting in place adequate protection for such data to enable compliance with the Data Protection Legislation;
- (g) other than as set out in this Agreement, OfficeLabs shall not appoint any third-party sub-processor in the provision of the Services without the prior written consent of the Client;
- (h) promptly notify the Client and its client (as required) of any breach of the security measures required to be put in place pursuant to this clause;
- (i) ensure OfficeLabs does not knowingly or negligently do or omit to do anything which places either the Client or its clients in breach of its obligations under the Data Protection Legislation;
- (j) appoint a Chief Privacy Officer or Data Protection Officer if requested;
- (k) carry out privacy impact assessments as requested; and
- (l) Indemnify and keep indemnified the Client against all costs, claims, losses, damages, fines and expenses (including legal expenses) suffered or incurred by the Client arising out of, or in connection with, any breach of the Data Protection Legislation or this paragraph 1.18 by OfficeLabs, or any data loss or harm resulting from the Client's use of the Software in accordance with the terms of this Agreement.

The particulars of OfficeLabs' data processing under this Agreement shall be as follows:

Subject matter of processing. Processing to enable the Client to test, trial and pilot the Software and otherwise receive the Services provided for in this Agreement.

Duration of processing 12-month initial term.

Nature and purpose of processing Provision of Software and services as further set out in the SoW above.

Type of Data Such Client data and records as are used in the trial and pilot, including (without limitation), personal data relating to the Client's employees, service users and residents.

Categories of data subject Client employees, service users, residents, relatives and others to the extent their information is held in records used during the pilot.

The above Data Protection provisions shall continue indefinitely after the termination or expiration of this Agreement.

For the purposes of this clause, "Data Protection Legislation" means the Data Protection Act 2018, 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.

The Client agrees to comply with the Data Protection Act 2018 and may use OfficeLabs' information (which may include individual's (at OfficeLabs) personal data) ("Personal Information") for the purposes of administering this Agreement including processing payments, and communication with OfficeLabs regarding the Services. The Client may pass this Personal Information on to third parties or other members of the Client's end client's group to undertake these functions.

1.19 GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement will be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.