



Terms & Conditions

Altacom G-Cloud Services

Altacom Ltd

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Terms & Conditions

PARTIES:

(1) Altacom Ltd, whose details are set out in the Quote or Invoice (the **"Company"**); and (2) the Client whose details are set out in the Quote or Invoice (the **"Client"**).

These Altacom Terms and Conditions shall apply to all quotes (each a Quote) and invoices (each an Invoice) provided to the Client by Altacom, and any other agreement between the parties for the provision of services and/or deliverables, unless a written agreement has been negotiated and executed between the parties in respect of the subject matter hereof. Quotes are valid for a period of 30 days from the date of the relevant Quote. No binding agreement for the provision of any services or deliverables shall come into existence between the parties pursuant to these terms unless or until the Client has accepted a Quote (which shall be deemed to be an offer) and an Invoice is raised by Altacom (which shall be deemed to be Altacom's acceptance of such offer).

WHEREAS IT IS HEREBY AGREED as follows:

1.0 DEFINITIONS

"Agreement": the binding agreement created between the parties, as set out above and including any agreement, proposal, schedule or quotation provided by the Company which is subject to these Terms and Conditions.

"Business Day": means a day (excluding Saturdays and Sundays) on which banks generally are open for the transaction of normal banking business.

"Charges": the charges payable by the Client as set out in the Invoice and as otherwise agreed pursuant to the Agreement.

"Client Duties": the Client's duties and obligations set out in the Invoice and any other document agreed between the parties.

"Client" means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from Altacom.

"Client Material": all Documents, information and materials provided to Altacom by the Client pursuant to the Agreement, including all rights and licences required to permit Altacom to use the Client's software and systems which it reasonably requires to use in order to provide the Services.

"Company": means Altacom Ltd.

"Deliverables": all Documents, products and materials delivered to the Client by Altacom or its agents, subcontractors, consultants and employees pursuant to the Services in any form, including computer programs, data, reports and specifications (including drafts).

“Document”: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

“Intellectual Property Rights”: 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 right, topography rights, moral rights, rights in confidential information (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.

“Normal Working Hours”: normal working hours are 8 hours, between 9.00am and 5.30pm on a business day.

“Project”: the project in respect of which the Services are to be provided, as more particularly described in the Invoice. Project Assumptions: the project assumptions set out in the Invoice.

“Project Milestones”: a date by which a part of the Project is estimated to be completed, as set out in the Invoice.

“Services”: the services to be provided by Altacom under this agreement as set out in the Invoice, together with any other services which Altacom provides or agrees in writing to provide to the Client.

“Account Manager”: Altacom account manager for the purposes of the Agreement notified by Altacom to the Client in writing or by email from time to time.

VAT: value added tax chargeable under English law for the time being and any similar sales tax.

2.0 PROVISION OF SERVICES

- 2.1 From the date set out in the Invoice, Altacom shall provide the Services and deliver the Deliverables to the Client on the terms and conditions of this agreement.
- 2.2 Altacom shall use reasonable endeavours to meet any agreed deadlines, but any such dates shall be estimates only and time for performance by Altacom shall not be of the essence of the Agreement.
- 2.3 Altacom shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under Clause 3.1(d), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

3.0 CLIENT'S OBLIGATIONS

- 3.1 The Client shall at no charge: (a) perform the Client Duties; (b) provide for Altacom timely access to the Client's agents, subcontractors, consultants and employees, premises, office accommodation, data and other facilities as required by Altacom in the performance of the Services; (c) provide all Client Material and other information as Altacom may reasonably require in order to provide the Services; (d) inform Altacom of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises; (e) perform all obligations set out in any project plan agreed between the parties.

4.0 CHANGE CONTROL

- 4.1 The Client's Project Lead and the Altacom Account Manager shall meet regularly, and as reasonably requested by either party, during the duration of the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 4.2 If either party requests a change to the scope or execution of the Services, Altacom shall, within a reasonable time, provide a written estimate to the Client of: (a) the likely time required to implement the change; (b) any necessary variations to the Charges arising from the change; (c) the likely effect of the change on the Services; (d) any other impact of the change on this agreement.
- 4.3 If the Client wishes Altacom to proceed with the change, it shall confirm the same in writing. Altacom has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this agreement to take account of the change.
- 4.4 In the event that the Client does not authorise Altacom to proceed with a change proposed by the Client, Altacom shall be entitled to charge the Client for the reasonable time spent by Altacom preparing the written estimate, pursuant to Clause 4.2 above. Such charges shall be calculated on Altacom's then standard time and materials rates.

5.0 CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services by Altacom, the Client shall pay the Charges. Clause 5.2 shall apply if Altacom provides Services on a time and materials basis and Clause 5.3 shall apply if Altacom provides Services for a fixed price. The remainder of this Clause 5 shall apply in either case.
- 5.2 Where Services are provided on a time and materials basis: (a) the charges payable for the Services shall be calculated in accordance with Altacom's daily fee rates set out in the Invoice; (b) Altacom's daily fee rates for each individual person are calculated on the basis of a 8-hour day; (c) Altacom shall invoice the Client monthly in arrears for its Charges for time, expenses and materials.
- 5.2.1 The Client will not be charged when Services are not provided due to Consultant illness or absence. However, the Client will be liable to pay Fees with respect to an Assignment if the Consultant are available to work, but the Client does not require

Services to be provided for any periods during the Assignment Term. The Fees in such circumstances will be calculated by reference to the periods detailed in the Assignment Schedule.

- 5.2.2 The Company shall invoice the Client on a weekly or monthly basis (at the Company's discretion) in arrears for all Services performed by the Consultant during the previous billing period. The Company shall be entitled, at its option, to submit invoices to the Client by electronic means. The Company's invoices shall be supported by weekly or monthly timesheets (or where applicable, project reports detailing the work performed together with an analysis of hours spent). The Client shall promptly verify, approve and sign all timesheets/project reports that are presented to the Client by the Company or Consultant, which relate to the Services provided. The Company agrees to accept a time sheet (or project report where applicable), signed by the Client's representative, as confirmation of acceptance of both the quality and quantity of Services provided for the hours set out therein.
- 5.2.3 If the Client has not signed a timesheet/project report produced for authentication by the Consultant or emailed authorisation for any reason, the Client shall inform the Company at its earliest convenience if the reason for the lack of authorisation is because the Client disputes the hours/days worked. The Client undertakes to co-operate fully and in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Consultant. Failure to authorise a timesheet/project report, without written and reasonably justifiable reasons being supplied to the Company, shall not alter the Client's liability to pay for the Services provided. For the avoidance of doubt, the Client shall not be entitled to decline to sign or authorise a timesheet/project report on the basis that it is dissatisfied with the work performed by the Consultant. In cases of unsuitable work, the Client should apply the provisions of Clause 10.5 below.
- 5.2.4 Expenses incurred by the Consultant in the course of performing the Services, which have been authorised in advance by the relevant line manager of the Client and which are supported by valid receipts or similar documentation, shall also be charged by the Company. All expenses charges are subject to (a) the addition of such taxes and duties, as may from time to time be imposed by local or national governments.
- 5.2.5 The Company's invoices in respect of Fees (based on the relevant timesheets or project reports), any expenses, and any applicable VAT are payable by the Client within 30 days of the date of invoice.
- 5.2.6 In the event that any invoice submitted by the Company is not paid by the Client by the due date for payment set out in Clause 5.2.5 above, the Company shall immediately be entitled to levy the following charges: (i) a one-off late payment charge, equivalent to 5% of the value of the unpaid invoice amount that has not been settled by the due date; and/or (ii) interest at 8% above BoE base rate and associated charges as prescribed by the Late Payment of Commercial Debts Act 1998. Such late payment charges will be payable immediately by the Client on notification by the Company.

- 5.2.7 There are no rebates in respect of the Company's Fees. The Company will periodically notify the Client of any sum(s) paid in error to the Company within 12 months of any such payment(s) being made and during such time, the Company will provide a refund, upon written request of any such payment(s) to the Client. After 12 months, from the date of the first notification, the Company will not provide any further notification and will not be liable for any refund and instead any sums will revert to the Company.
- 5.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Invoice. The Client shall pay the total price to Altacom in accordance with the payment provisions and/or Project Milestones, as set out in the Invoice and any accompanying payment schedule.
- 5.4 Altacom may review and increase the time and materials charges set out in the Invoice annually provided that such increases shall not exceed the corresponding increase in RPI plus 2%.
- 5.5 Applicable VAT charged by Altacom shall be payable by the Client. The Client shall pay each invoice submitted to it by Altacom in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Altacom.
- 5.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Altacom on the due date, Altacom may: (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand; (b) suspend all Services until payment has been made in full.
- 5.7 All sums payable to Altacom under this agreement shall become due immediately on its termination, despite any other provision. This Clause 5.7 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 6.0 INTELLECTUAL PROPERTY RIGHTS; GRANT OF LICENCE; INDEMNITIES**
- 6.1 As between the Client and Altacom, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Altacom. On receipt of the applicable Charges in respect thereof, Altacom hereby grants a non-exclusive, personal, non-transferable license to the Client to use the Intellectual Property Rights in the Deliverables strictly for the purposes of the Project.
- 6.2 Altacom hereby indemnifies the Client against any claim made against the Client that the Client's use of the Services or Deliverables in accordance with the Agreement infringes any third party Intellectual Property Rights ("Claim") provided that: (a) the Client gives prompt written notice to Altacom of any such Claim and grants Altacom the full authority to proceed as contemplated herein; (b) that Altacom has exclusive right to defend at its expense any such Claim and to make settlements thereof at its own discretion; (c) the Client does not settle or compromise any such Claim, except with the prior written consent of Altacom; (d) the Client gives such assistance and information at Altacom's cost as Altacom may reasonably require in connection with the investigation, defence or settlement of such Claims.

- 6.3 Client hereby indemnifies Altacom against any claim made against Altacom that Altacom's use of the Client Material in accordance with the Agreement infringes any third party Intellectual Property Rights ("Claim") provided that: (a) Altacom gives prompt written notice to Client of any such Claim and grants Client the full authority to proceed as contemplated herein; (b) that the Client has exclusive right to defend at its expense any such Claim and to make settlements thereof at its own discretion; (c) the Client does not settle or compromise any such Claim, except with the prior written consent of Client; the Client gives such assistance and information at Client's cost as Client may reasonably require in connection with the investigation, defence or settlement of such Claims.

7.0 **CONFIDENTIALITY**

Each party ("Receiving Party") shall keep in strict confidence during and following the termination of the Agreement all technical or commercial know-how, specifications, inventions, processes or initiatives, all information concerning the other party's business or its products which are of a confidential nature and have been disclosed by the other party. The Receiving Party may disclose such information: (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Receiving Party's obligations or exercising its rights under this agreement; (b) as may be required by law, court order or any governmental or regulatory authority.

8.0 **LIMITATION OF LIABILITY**

- 8.1 This Clause 8 sets out the entire financial liability of Altacom (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of: (a) any breach of this agreement however arising; (b) any use made by the Client of the Services, the Deliverables or any part of them; (c) any representation, statement or tortious act or omission or negligence arising in connection with this agreement.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 8.3 Nothing in this agreement limits or excludes the liability of Altacom: (a) for death or personal injury resulting from its negligence; or (b) fraud or fraudulent misrepresentation.
- 8.4 Subject to Clause 8.3, Altacom shall not under any circumstances whatever be liable for loss of profits, business, goodwill, anticipated savings, contracts, data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.5 Subject to Clause 8.3 and other than in respect of liability arising under Clause 6.2, liability for which shall be unlimited, Altacom's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the Charges received by Altacom under the Agreement.
- 8.6 If Altacom's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Altacom shall not be liable for any costs, charges or losses sustained or incurred by the Client

that arise from such prevention or delay and in such cases the Client shall be liable to reimburse Altacom for all reasonably unavoidable costs, charges or losses resulting from such prevention or delay.

9.0 INDUCEMENT OF EMPLOYEES

- 9.1 Neither party shall during the term of the Agreement and for a period of 12 months after termination howsoever caused, directly or indirectly solicit or entice away or endeavour to solicit or entice away from the other party any employee of the other party who has been engaged in the provision of the Services or the performance of the Agreement.
- 9.2 In the event that a party is found to be in breach of Clause 9.1 then that party shall pay the other party by way of liquidated damages an amount equal to the gross annual salary, as at the time of the breach, of the employee concerned. This provision shall be without prejudice to the other party's right to seek injunctive relief.

10.0 TERMINATION AND SUSPENSION

- 10.1 Unless otherwise stated in the Special Conditions in the Assignment Schedule, either party may terminate an Assignment without cause by giving the other party a minimum of 14 days' notice in writing in the case of the Client or 28 days' notice in writing in the case of the Company. Should the Client terminate an Assignment under this Clause 10.1 but fail to give the requisite period of notice then, without prejudice to any other remedy of the Company, the Client shall be responsible for the payment of Fees that would have been payable by it (calculated by reference to the periods specified in the Assignment Schedule) as if the full minimum notice had been given. The parties agree this payment is an enforceable liquidated damages Clause and is not a penalty Clause.
- 10.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if: (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or (b) the other party commits a material breach of any of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or (e) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or (f) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 10.2(c) to (e); or (g) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 10.3 On termination of this agreement for any reason: (a) the Client shall immediately pay to Altacom all of Altacom's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Altacom may submit an invoice, which

shall be payable immediately on receipt; (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and (c) Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following Clauses: 6, 7, 8, 9, 10, 11 and 12.

- 10.4 Where this Agreement is suspended by the Client without the written notice defined in Clause 10.1, Altacom shall be entitled to claim liquidated damages equating to 1% of the fees for each day that the Services are suspended to a maximum of 30 days. The Client shall provide Altacom at least 30 days written notice should it wish to restart the Services. Altacom reserves the right to replace any employee, previously providing the Services, who have been redeployed on other projects during the suspension period.
- 10.5 The Client undertakes to liaise with and give guidance to the Consultant supplied under the Assignment sufficiently to ensure the Client's satisfaction in respect of the Services. However, if in the reasonable opinion of the Client, the Services or the behaviour of the Consultant can be shown to be unsuitable or unsatisfactory during the term of the Assignment, then the Client may terminate the Assignment for that Consultant. The Client will be liable to pay the Company for the full number of working days completed by the unsatisfactory Consultant up to the date of the said request. Any Consultant supplied under an Assignment will not be deemed to be unsatisfactory until the Company has received written confirmation from the Client detailing the specific areas which constitute the grounds for the Client's dissatisfaction.
- 10.6 Termination under any of the provisions hereof shall be without prejudice to the rights and obligations of the parties arising hereto prior to, or as a result of, such termination. For the avoidance of doubt, in the event that this Agreement is terminated, then (unless also terminated as per the above provisions) any Assignments settled by the parties hereunder will continue to run to the End Date stated.

11.0 **Transfer and Introduction Fees**

- 11.1 For the purposes of this Clause 11 only, the following definitions shall apply:

"Engagement": means the engagement, employment or use of the Consultant's services, directly by the Client or any third party or through any other employment business on a permanent or temporary basis whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement;

"Introduction": means (i) the Client's interview of the Consultant, in person or by telephone, following the Client's instruction to the Company to provide a Consultant or (ii) the passing to the Client of information which identifies a Consultant; and which leads to an Engagement;

"Introduction Fee": means the fee payable by the Client in accordance with Clauses 11.5 and 11.6 below.

"Transfer Fee": means the fee payable by the Client in accordance with Clauses 11.5 and 11.6 below.

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- 11.2 In the event of the Engagement of a Consultant supplied by the Company hereunder either (i) directly by the Client; or (ii) by the Client pursuant to being supplied by another employment business, during the Assignment Term or within 6 months of the termination or expiry of the Assignment Term, then the Client shall be immediately liable to pay a Transfer Fee, calculated as set down in Clause 11.6 below.
- 11.3 In the event that the Consultant is introduced or referred by the Client to a third party, with whom the Consultant takes up employment or engagement either during the Assignment Term or within 6 months of the termination or expiry of the Assignment Term, then the Client shall be immediately liable to pay a Transfer Fee, calculated as set down in Clause 11.5 below.
- 11.4 In the event that there is an Introduction of a Consultant to the Client, which does not result in the supply of that Consultant by the Company to the Client, but subsequent to which there is an Engagement of the Consultant by the Client, either directly or pursuant to being supplied by another employment business, the Client shall be immediately liable to pay an Introduction Fee, calculated as set down in Clause 11.5 below.
- 11.5 Introduction/Transfer Fees are calculated as follows:
- 30% of the relevant Consultant's initial annual salary with the Client or third party (where permanently employed by the Client or by a third party); or
- 30% of the annualised fees to be paid to the Consultant under the new engagement (where engaged on a contract rate by the Client or a third party); or
- £25,000.00, where details of the initial annual salary or contract fee rate (as applicable) are withheld by the Client.
- 11.6 Any Introduction/Transfer Fee shall, where due, will be payable as per the payment terms set down in Clause 5.2.5 and any late payment of the same shall be subject to the remedies set down in Clause 5.2.6. The parties agree this payment is an enforceable liquidated damages Clause to protect the Company's legitimate business interests in retaining its right to supply Consultants, and is not a penalty Clause.
- 11.7 No refund of any Introduction Fee or Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any Introduction Fee or Transfer Fee due.
- 11.8 It is acknowledged by the Client that the Consultant and Personnel have opted out of the Conduct Regulations and therefore the statutory provisions therein with respect to transfer and introduction fees do not apply to the Assignment.
- 11.9 The Client shall not directly or indirectly, solicit or offer employment to, or entice away on behalf of itself or any other organisation, any Altacom personnel without the written consent of the Altacom CEO. In the event of breach of this provision the client shall pay Altacom an introduction fee of £15,000 in accordance with Clause 11.6

12.0 MISCELLANEOUS

- 12.1 The Clause headings in the Agreement are inserted for ease of reference only and shall not affect the construction or interpretation of the Agreement. No alteration, modification or addition to the Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties. A waiver by either party of a right or remedy under the Agreement is only effective if given in writing, and shall not be taken or held to be a waiver in respect of any subsequent breach or default. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, appoint a party as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. All notices, documents and other communications relating to the Agreement must be in writing and delivered by hand, posted by first class pre-paid post to the individual or job title and to the address set out in the Invoice and any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of delivery if delivered by hand, on the expiry of 48 hours after posting or at the time of transmission in the case of facsimile transmission. Neither party shall be under any liability whatsoever to the other party for any non-performance, defective performance or delay in performance of any of its obligations under the Agreement where such delay is caused directly or indirectly by an act of God or by any other event or circumstance beyond the reasonable control of that party. If any part of any provision of the Agreement is found to be invalid, illegal or unenforceable, then that part shall be deemed to be deleted and the remainder of such provision and all other provisions of the Agreement shall remain valid and enforceable. Neither party may assign any of its rights or obligations under the Agreement without the prior written consent of the other party. This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Neither party shall have any remedies in respect of any representation or warranty not set out in the Agreement. Nothing in the Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This Agreement is governed by and construed in accordance with English law, and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 12.2 Both Parties shall (i) comply with the Bribery Act 2010 (the “Bribery Act”); and (ii) have and maintain throughout the term of the Agreement its own policies and procedures, including adequate procedures to ensure compliance with the Bribery Act. For the purpose of this Clause 12.2, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of the Bribery Act).
- 12.3 Subject to Clause 10.1, any notice required to be given hereunder shall be sent by either (i) pre-paid first class post (ii) registered post (iii) recorded delivery post (iv) facsimile transmission (v) email transmission. Notice served by post under methods (i), (ii) or (iii) shall be sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted. Notice served by facsimile or e-mail transmission under methods (iv) and (v) shall be sent to the party to whom it is addressed at their last known facsimile number or e-mail address respectively, and shall be deemed to be served on the same day unless it can be shown that the facsimile or email transmission did not successfully reach its intended destination.

- 12.4 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason, including but not limited to by reason of the provisions of any legislation or other provisions having the force of law or by reason of any Court or other body or authority having jurisdiction over the parties to this Agreement, but such provision or term would be held to be valid if part of the wording were either amended or deleted, then such provision shall apply with such deletions/amendments as may be necessary to make it valid. Any provision or term cannot be made valid in such a way that it shall be divisible from this Agreement, and shall be deemed to be deleted from this Agreement, provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement then the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.
- 12.5 Should either party fail or delay to exercise any right to remedy, or part of a right to remedy under these Terms, it will not waive that right to remedy or the further exercise of that right to remedy, or the exercise of any other right to remedy, against the other party.
- 12.6 Both parties shall comply with their obligations under the Data Protection Act 1998 and General Data Protection Regulations.
- 12.7 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts.



Contact Us

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