

Central Networks and Technologies Ltd - Terms and Conditions



Crown
Commercial
Service

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Central Networks and Technologies Terms and Conditions of Trading

The following terms and conditions ("Terms") apply to all transactions with Central to the exclusion of all other terms and conditions, irrespective of the date of any alternative terms and conditions which may be sent to Central. These Terms shall become binding on the Client on the earlier of: (i) An Order is accepted by Central; (ii) The Client signing or agreeing in writing to an Order; (iii) the Client agreeing these Terms in writing (which may include email or acceptance through EchoSign; (iv) the Client paying any amount towards any item specified in the Schedule; (v) Central delivering or installing (where applicable) any Product or Service; or (vi) the Client using or accessing any Product or Service.

1 Definitions

"the Client" means the person or organisation to whom the Company is providing the Services under the Contract. "the Company" or "Central" means Central Networks & Technologies Limited and any subsidiary thereof. "the Conditions" means these terms and conditions as amended from time to time in accordance with clause 28.1 "the Contract" means the agreement between the Company and the Client for the provision of the Services including these Terms and Conditions and the relevant Terms of Engagement. "the Services" means the services and goods to be provided by the Company under the Contract. "the Assignment" means the assignment referred to in the relevant Terms of Engagement. "the Terms of Engagement" means the description of services and goods to be provided by the company as may be defined within a Service Level Agreement (SLA) document, Terms of Reference, Project Initiation Document, Service Delivery Confirmation or other formal Scope of Works definition as may be agreed between Company and Client for each Assignment. "Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Legislation ((EU) 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and any amending or replacement legislation in force from time to time. "these Terms" means these Terms and Conditions of Contract.

2 Central Terms

- 2.1** These Terms are referred to as the "Central" terms and shall apply to the provision of services and goods under all contracts.
- 2.2** Once incorporated, these Terms shall apply to the exclusion of all other terms and conditions including any terms that a Client may purport to apply under any confirmation of instruction or similar document. The "Central" terms shall

continue to apply to all services and goods provided by Central to the Client under any contract hereafter until expressly excluded in writing by the Company.

3 Proposals and Offers

3.1 Unless previously withdrawn the Company's proposal or other document is open for acceptance within the period stated therein or if no period is stated within thirty days only after its date. The acceptance of the Company's proposal or offer must be accompanied by sufficient information to enable the Company to proceed forthwith with the provision of the Services upon the Company confirming acceptance by its acknowledgement of the assignment. All proposals and offers are subject to confirmation at the time of the acknowledgement of the Assignment to the Client and no Contract shall exist until such confirmation has been given.

3.2 The Contract only includes such Services as are described therein. Any variation or extension of the Services not included in the Contract will be the subject of a separate proposal or offer on the terms of these conditions and shall not be included within the Contract until accepted by the Client and confirmed by the Company by its acknowledgement of the varied or extended Assignment.

4 Assignment and Terms of Engagement

4.1 Central agrees to carry out the Contract in accordance with the Terms of Engagement.

4.2 The Client agrees to cooperate with Central in the performance of the Services and to give such support, facilities and information as may be reasonably required.

4.3 Any variation or extension of the Terms of Engagement will be subject to the Central terms. Central may make an additional charge for all such variations and extensions based on the pricing structure in the original Terms of Engagement.

5 Risk and Title

5.1 Risk of damage to, or loss of products shall pass to the Client at the earlier of:

1. the time when the Client collects the Products from Central's (or, if applicable, the manufacturer or other supplier's) premises, or the time by which those Products were expected to have been collected; or
2. the time at which Products are delivered to the Client; or

3. the time when Central has attempted to deliver the Products to the Client and any inability to complete such delivery is due to an inaction or action of the Client.

- 5.2** Notwithstanding when risk in the Products passes to the Client, title in the Products shall not pass to the Client until: (i) Central has received cleared and full payment for the price of the Products and all other Products and Services (if applicable) supplied to the Client for which payment is then due; (ii) on the Client's resale of those Products, in which case title passes to the Client immediately prior to such resale; or (iii) in the event that the Client fails to meet the terms of payment for those Products, immediately prior to Central bringing an action for the price.
- 5.3** Until such time as title in the Products pass to the Client the Client shall keep the Products separate from the Client's other goods and those of any other third parties and properly stored, protected and insured and identified as Central's property.
- 5.4** Until such time as title in the Products passes to the Client, Central shall be entitled at any time to require the Client to deliver up the Products to Central and if the Client fails to do so immediately the Client shall allow (or procure permission for) Central or its agents or representatives to enter upon the Client's premises or any premises of any Third Party where the Products are stored and repossess the goods.

6 Charges and Payments

- 6.1** The Client agrees to pay the charges and expenses in accordance with the provisions of the Terms of Engagement.
- 6.2** All sums invoiced by Central are payable within 30 days of the invoice. Without prejudice to any other rights under the Contract, Central may charge interest on all sums which are not paid within 30 days from date of invoice to payment date at the rate prescribed from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.3** Each year the price of services may increase by the rate of inflation based on the prior year's Retail Price Index (RPI) using the most recently available published data at the time that increase is communicated in writing by the Company, with such increase to apply only if accepted in writing by the Client.
- 6.4** Central may from time to time increase the hourly rates (if applicable) by any mechanism contained within the Terms of Engagement or by the Retail Price Index (again using most recently available published data at the time that increase is communicated by the Company) whichever Central in its absolute discretion deems appropriate.

- 6.5** During any period in which any payment from the Client remain unpaid for more than 30 days from the date of invoice; Central will give 10 working days' notice to the Client to suspend all Services, unless a bona fide invoice is in dispute.
- 6.6** Daily rates quoted are for work undertaken Monday-Friday excluding bank holidays. Saturday rates are charged at the normal rate X 1.5; Sunday rates are charged at the normal rate X 2 and Bank Holidays are charged at the normal rate X 2.5.
- 6.7** Whenever a sum of money is owed by Central to the Client under this or any other contract, Central may, upon receiving written confirmation by the Client, credit that sum towards any invoice raised under the Contract.
- 6.8** Where Central has undertaken a recruitment assignment in circumstances where the Client has absolute discretion as to whether or not to appoint the person or persons sourced by Central, under no circumstances shall charges or expenses be repayable by Central to the Client.

7 Calculation of Chargeable Time

- 7.1** Where an hourly or daily rate is charged, the calculation of engineer's time may include:
1. preparation prior to visiting a Client;
 2. travelling to and from the office at which the engineer is normally based and the Client's premises, or other places visited in connection with the Assignment;
 3. time spent with the Client (or with third parties on the Client's behalf or at their request), at the Client's premises or elsewhere in connection with the Assignment;
 4. research, drafting, writing, review, etc., including internal planning, checking and review by the engineer(s) directly working on the Assignment and their project manager or a director (if different);
 5. presentation of the results of the Assignment. 1.1.1

8 Confidentiality

- 8.1** The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Central, its employees, agents or subcontractors, and any other confidential information concerning Central's business, its products and services which the Client may obtain. The Client shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the

purpose of discharging the Client's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Client may also disclose such of Central's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract.

- 8.2** The Client undertakes to keep all materials, documents and information provided to it by Central confidential to itself and its employees and not to distribute any product of the Services to any third party without Central's prior written consent. Central Networks and Technologies Ltd Terms and Conditions

9 Intellectual Property

- 9.1** All intellectual property rights including copyright which are capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to the Contract by Central shall be and remain Central's property.
- 9.2** Any materials produced or supplied to the Client by Central in which intellectual property rights are capable of subsisting shall be licensed to the Client for internal use only in connection with the purposes of the Terms of Engagement and such licence shall forthwith terminate on termination of the Contract for whatever reason (including the Company's breach).
- 9.3** The Client and Central undertake with each other that they shall not during the course of the Contract knowingly infringe the intellectual property rights of any third party.

10 Limitation of Liability

- 10.1** Nothing in these Terms shall limit Central's liability to the Client for liabilities which cannot be limited or excluded as a matter of law including:
1. death or personal injury resulting from the negligence of Central, its employees, agents or subcontractors; and
 2. fraud or fraudulent misrepresentation.
- 10.2** Central shall not in any circumstances be liable for Particular Losses; defined by general wear and tear or accidental damage by the client. Whether direct, indirect or consequential, even if a party has been advised of the possibility of such losses.
- 10.3** The Client agrees that the limitations on liability in these Terms are reasonable, given the parties' respective commercial positions and the Client's option to purchase appropriate insurance in respect of arising risks.

The total liability which Central shall owe to the Client in respect of all claims under all Orders shall be capped at the higher of (a) 5x the price paid by the Client under this Agreement or (b) £1,000,000 (one million pounds). The maximum cap is £1,000,000 (one million pounds).

11 Data Protection

11.1 For the purposes of this Condition 11, Data Protection Legislation means the Data Protection Act 2018, the General Data Protection Legislation ((EU) 2016/697), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and any amending or replacement legislation in force from time to time. Terms defined in the Data Protection Legislation shall have the same meanings in this clause 11, unless incompatible with definitions ascribed to those terms elsewhere in these Conditions.

11.2 The parties shall comply with their respective obligations under the Data Protection Legislation when processing any personal data in connection with these Conditions or the Services including (without limitation) the provision of suitable privacy notices to affected data subjects.

11.3 Where Central processes personal data in connection with these Conditions or the Services (Shared Data) as a data processor:

1. It shall do so only to the minimum extent necessary to comply with its legal obligations and for the purposes of performing Services and its other obligations under these Conditions (Agreed Purpose);
2. Central may not process the Shared Data for any purpose other than the Agreed Purpose without the prior written instructions or agreement of the Client
3. Save where otherwise required by virtue of a legal obligation to retain the Shared Data for a longer period, Central shall cease processing the Shared Data once the Agreed Purpose has been achieved;
4. Central shall notify the Client without undue delay and in any event within 1 Business Day on becoming aware of a breach of the Client's personal data which is processed by Central;
5. Central shall forward any complaints, requests or similar communications from data subjects regarding the Shared Data to the Client within 1 Business Day of receipt; and
6. Central shall not transfer the Shared Data to any third party without the prior written permission of the Client. Any permission granted

under this Condition 11 shall be subject to the Contractor entering into a written agreement with the third party with data protection requirements that are no less onerous than this Condition 11

- 11.4** In respect of the Shared Data, the parties shall co-operate with each other in meeting their respective obligations under the Data Protection Legislation including (without limitation) compliance with data subject requests.
- 11.5** Central shall adhere to the data protection policy and procedures of the Client as notified to it from time to time or with its own data protection policy and procedures provided that these have been approved by the Client.
- 11.6** Central shall maintain appropriate technical and organisational data security measures including (without limitation) ensuring that all Personnel carry out data protection training.
- 11.7** Central shall indemnify and keep indemnified the Client against any costs, liability, claims, damages, fines, penalties, expenses, costs (including legal costs) and other losses incurred or suffered as a result of or in connection with non-compliance by the Contractor with the Data Protection Legislation or this Condition 11.

12 Termination

- 12.1** Central and the Client may give written notice to terminate the Contract with immediate effect in the event of:
 - 1. Failure to make punctual payment of all sums due;
 - 2. Committing a breach of its obligations under the Contract which is capable of rectification, and failing to rectify the breach within 30 days of either party being notified;
 - 3. The levying or distress or execution against either party or making by it of any composition or arrangement with creditors or the presentation of a petition for either parties liquidation or bankruptcy or administration or the appointment of a receiver over any part of the Client's or Centrals assets;
 - 4. The doing or permitting of any act by either party which prejudices or puts into jeopardy any intellectual property rights of either party;
 - 5. Either party being in serious or persistent breach of its obligations under the Contract.
- 12.2** In the event of the Contract being terminated whether by effluxion of time, notice, breach or otherwise and without prejudice to any other remedy available to Central the Client shall immediately pay to Central:

- 1. Any sums due under or pursuant to the Contract; and

2. In the event of termination by reason of sub-clause 12.1.1, any further sums which would but for the termination have fallen due by the end of the Assignment less a discount for any accelerated payment at 5% per annum. Central Networks and Technologies Ltd Terms and Conditions

13 Recruitment of Central's Staff

13.1 The Client (including for this purpose any subsidiary or associated company) undertakes that it will not, nor will it encourage or assist any other person directly or indirectly to recruit as an employee or engage as an independent contractor any person employed or so engaged by Central in connection with the Services for a period of twelve months after such person last provided services to the Client. Nothing in this clause shall prevent the Client from appointing or contracting with a Central employee who has responded to a general advert.

14 Services

14.1 The following conditions shall apply to all Services provided by Central to Clients.

14.2 Central warrants and undertakes to the Client that:

1. Central's employees, agents and sub-contractors will have the necessary skill and expertise to provide the Services described in the Client Schedule in accordance with good industry practice;
2. Central will provide independent and unbiased advice and will exercise reasonable skill and care in the provision of the Services; and
3. The Services will be provided in a diligent and professional manner.

14.3 Where Central agrees to provide Services to the Client, the Client shall at its own expense during and prior to the delivery of those Services comply with Central's reasonable requests in order to allow Central to provide those Services.

14.4 Should the Client become dissatisfied with the performance of any personnel assigned by Central to perform the Services, the Client shall notify Central in writing with details of the unsatisfactory performance, and provided that Central is satisfied that the Client's dissatisfaction is reasonable, Central shall re-assign personnel as soon as reasonably practicable.

14.5 Where Central agrees to provide Services, any estimate or indication by Central as to the number of man days or man hours required by Central to undertake a specific task shall be construed as being an estimate only.

- 14.6** Central shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Particular Losses) suffered or incurred by the Client where such estimate or indication is incorrect.
- 14.7** Central will normally carry out the Services during Working Hours but may, on reasonable notice, require the Client to provide access to the Client's premises at other times.
- 14.8** All personnel required for the Services will be provided by Central and will be facilitated wherever appropriate and/or possible by use of the Client's own staff; however Central reserves the right to sub-contract the whole or any part of the Order to any person or company.
- 14.9** Central expects that the Client has adequate inspection, testing and approval processes and, on completion of any Services provided by Central, the sign off by the Client of such services shall be considered the Client's absolute acceptance of the satisfactory completion of such Services. Unless:
1. a reasonably detailed inspection and testing procedure by the Client to ascertain that the Services had been undertaken correctly and in full, and
 2. Such inspection would not have been expected to identify the defect causing loss due to the latent and uncheckable nature of such defect, no liability shall accrue to Central as a result of any defects in the delivery of the Services.

15 Support and Maintenance Services

- 15.1** Where Central agrees to provide support and/or maintenance services in respect of Products supplied to the Client, this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Client's licensed users of such Products during Working Hours for the agreed period (limited to first line support only). Except as provided under clause 14.3, if the query is unable to be resolved during a telephone call, the Client may be required to contact the distributor or manufacturer of the Product directly.
- 15.2** Where Central agrees to provide Maintenance in respect of the Software, this shall be provided in all material respects in accordance with Central's applicable Client Schedule as provided to the Client by Central.
- 15.3** Any additional Maintenance which Central agrees to supply to the Client in relation to the Software or Hardware shall be provided on a time and materials basis at Central's or its sub-contractors' (as applicable) then current rates for same, available on request, unless otherwise agreed.

16 Installation and Delivery Services

- 16.1** Where Central agrees to assist a Client with the installation or delivery of Products, the Client shall at its own expense and prior to the delivery of the Products comply with Central's reasonable requests in order to allow Central to provide the installation and/or delivery services.
- 16.2** Personnel provided by Central will remain under the management and conditions of employment of Central or its nominated sub-contractor.
- 16.3** The Client must provide reasonable access and assistance to Central's staff for the purpose of enabling Central's staff or officers or agents or subcontractors to fulfil their duties. Such access shall be during Working Hours unless specifically agreed otherwise.

17 Consultancy Service and Deliverables, Materials and Information

- 17.1** The terms of reference for the Consultancy Services to be performed by Central shall be as specified in the Client Schedule. The Client may from time to time wish to vary the terms of reference. Under these circumstances, Central will use reasonable commercial endeavours to accommodate that variation. Any changes in the charges and/or timescales as a result of that variation shall be negotiated between the Client and Central.
- 17.2** Although consultancy work is undertaken with reasonable skill and care, Central cannot guarantee the accuracy of any advice, solution, compliancy report or (in the case of software asset management) effective licence position.
- 17.3** Where reports, whether of an ongoing progress update nature or on completion of the Consultancy Services, are to be provided in accordance with the Client Schedule, Central shall render such reports at the time and in the manner specified or as otherwise agreed between Central and the Client.
- 17.4** Central expects that the Client will provide them, and any consultant undertaking Consultancy Services on their behalf, with any and all relevant assistance and information (which shall include sufficient detail in that information) pertaining to the undertaking and completion of such Consultancy Services, and Central shall not be liable for any advice, conclusions or reports which are erroneous or incomplete as a result of a failure to supply such information.

18 Central's References to Client Central Networks and Technologies Ltd Terms and Conditions

- 18.1** Subject to clause 8 (Confidentiality) Central shall be entitled to refer to its provision of Services to the Client for any purpose in connection with Central's business (or the business of the group of companies of which it is a

part) provided that prior to any published reference to the Client Central shall give the Client an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the Client as proposed.

19 Force Majeure

19.1 Neither party shall be considered in breach of the Contract or under any liability whatsoever to the other for non-performance part performance prospective performance or delay in the performance of any services or goods supplied or to be supplied which is directly or indirectly caused by a result of any event of Force Majeure. For the purpose of Central terms Force Majeure shall mean any circumstance beyond the reasonable control of the party affected thereby including national emergency war prohibitive Government regulation or any cause beyond the reasonable control of the party seeking to rely upon the event of Force Majeure.

19.2 If the event of Force Majeure continues for a period in excess of 30 consecutive days either party shall have the right to terminate the Contract. In the event of such termination Central shall be entitled to be paid for all work performed prior to the date of termination and for any unavoidable commitments entered into it prior to the date of termination.

20 Warranty

20.1 Each of the parties warrants its power to enter into the Contract and that it has all necessary approvals to do so. Central will perform the services in a diligent manner using skilled personnel and in accordance with best industry practice. In addition, Central will perform the services in accordance with the service levels stated in the performance section of the Agreement.

21 Whole Agreement

21.1 Each party acknowledges that the Contract contains the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

22 Complaints Procedure

22.1 The Company has a Complaints Procedure, a copy of which is available on request.

23 Change of Address, Notices and General Provisions

23.1 Each of the parties shall as part of the Contract when it is formed and if necessary subsequently give notice to the other of its postal address, facsimile and electronic mail details and shall notify any change or addition thereto at the earliest possible opportunity but in any event within 24 hours of such change or addition.

23.2 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the postal address of the relevant party shown in the Contract or such other address substituted in writing under clause 23.1 (and if more than one address any such address) or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail address of the addressee (with correct answer back or confirmation of receipt).

23.3 References in these Terms to the parties shall include their respective heirs' successors in title, permitted assigns and personal representatives.

23.4 The headings in these Terms shall not affect its interpretation. Central Networks and Technologies Ltd Terms and Conditions

23.5 Any obligation on the part of the Client, which comprises more than one person or entity, shall be a joint and several obligation.

24 Proper Law and Jurisdiction

24.1 The Contract and all parts of it including these Terms shall be governed by English law including formation and interpretation and shall be deemed to have been made in England.

24.2 Any proceedings arising out of or in connection with the Contract may be brought in any court of competent jurisdiction in England or Wales.

24.3 The submission by the parties to such jurisdiction shall not limit the right of Central to commence any proceedings arising out of or in connection with the Contract in any other jurisdiction it may consider appropriate.

24.4 Any notice of proceedings or other notices in connection with or which would give effect to such proceedings may without prejudice to any other method of service be served upon any party in accordance with clause 24.1.

24.5 In the event that the Client is resident outside England, its address for service in England shall be any address provided in accordance with clause 24.1 and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Client.

24.6 Failure by either party to enforce at any time or for any period any one or more of the provisions of the Contract shall not be a waiver of them of the right at any time subsequently to enforce all the provisions of the Contract.

25 Status of Central

25.1 Central shall be an independent contractor and not the employee of the Client.

- 25.2** In such capacity, Central shall bear exclusive responsibility for the payment of such National Insurance contributions that relate to its employees and for the discharge of any income tax and VAT liability arising out of remuneration for the provision of the Services.

26 Sub-Contracting

- 26.1** Central shall be free to assign or sub-contract any or all of its rights and obligations under these Terms as it sees fit. Where Central intends to use a sub-contractor that will process the personal data of the Client (Sub Processor) it must ensure that the Sub Processor provides the same contractual guarantees as found in clause 11. The Client will not be entitled to sub-contract all or any part of its obligations under these Terms without the prior written consent of Central. Central will not withhold such consent unreasonably.

27 Set-off

- 27.1** The parties shall not be entitled to withhold payment of any sum otherwise payable to the other by reason of any claim, set-off or for damages in relation hereto.

28 Mediation

- 28.1** In the event of any dispute or disagreement arising between the parties out of or in connection with the Contract (a "Dispute"), the parties' project directors (which expression includes the person in the nearest equivalent role, if there is no such project director) shall within 10 days of a written request from either party to the other, setting out brief details of the Dispute, meet and use their best endeavours to settle the Dispute by good faith negotiation. Central Networks and Technologies Ltd Terms and Conditions
- 28.2** If the project directors cannot resolve the Dispute it will be referred to the chief executives of each party (which expression includes the person in the nearest equivalent role, if there is no such chief executive) who will within 14 days after the meeting of the project directors meet and use their best endeavours to settle the Dispute by good faith negotiation.
- 28.3** If any of the project directors or chief executives are unable to attend a meeting, a substitute may attend provided he or she has at least the same or reasonably comparable managerial or directorial responsibility and is authorised to settle the Dispute.
- 28.4** If the Dispute remains unresolved at the conclusion of the meeting of the chief executives either party may propose to the other in writing that the Dispute be referred to mediation. The mediator shall be agreed upon within seven days of the parties agreeing to mediate, failing which the mediator shall be appointed by the then Professional Standards Manager of the

Institute of Management Consultancy. Unless otherwise agreed, the parties shall bear their own costs and shall share equally the costs of the mediation.

- 28.5** Nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary, nor shall Central be precluded from issuing proceedings or taking any other step in relation to the non-payment of monies due.

29 Amendment and Waiver

- 29.1** No amendment of these Terms during the period of an Order shall be binding in respect of that Order unless executed in writing and signed by an authorised representative of Central and by an authorised representative of the Client.
- 29.2** The failure of Central at any time to enforce a provision of these Terms shall not be deemed a waiver of such provision or of any other provision of these Terms or of Central's right thereafter to enforce any such provision(s)