



Terms and Conditions

Agreement for the supply of IT services

This Agreement is made this **<Date>**

BETWEEN

Excellence IT (UK) a company incorporated in England under number 06391372 and whose registered office is at Units 3&4 (Ground Floor) De Clare Court, Pontygwindy Road Caerphilly CF83 3HU ("The Supplier")

AND

<Company Name> whose office is at <Company Address> ("The End-User")

WHEREAS

(A) The End-User has identified a need for expert help and assistance in the performance and completion of the Specified Services.

(B) The Supplier has the required level of expertise and has agreed to provide the required assistance on the terms of this Agreement.

IT IS HEREBY AGREED THAT

1. Interpretation & Definition

1.1 The definitions and rules of interpretation in this Clause apply in this agreement

Additional Charge(s) the charges to be calculated by the Supplier on a time and materials basis at its then prevailing rates in respect of the provision of Excepted Services pursuant to Clause 4.2 below;

Business Day

means any day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Business Hours

means the hours between 8:00am to 6:00pm GMT, Monday to Thursday and 8:00am to 6:00pm Friday;

Charges

mean the Specified Sum and any Additional Charges;

Commencement Date

<Date>

Confidential Information

means any and all information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisors concerning the terms of this agreement, and any information which would be regarded as confidential by a reasonable business person relating to, the business, affairs, customers, clients, suppliers, plans, intentions, technical or commercial know-how, specifications, inventions, processes, initiatives, operations, processes product information, designs, trade secrets or software;

Data Protection Legislation

means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;

End-Users Email

is the email address to which all invoices are sent; <email address>

Excepted Services

those services referred to in Clause 4 below which do not fall within the Specified Services;

Intellectual Property Rights

means any and all patents, design rights (whether registered or unregistered), trade marks, service marks, moral rights, utility marks, domain names, trade and business names, publicly available and registered applications for any of the foregoing, copyrights, inventions, confidential information, trade secrets, know-how, and registered database rights including all applications for the same, all extensions and renewals to any of them and publicly available and registered applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world; or in the future;

Personal Data

has the meaning ascribed to it in section 1(1) Data Protection Act 2018,

Place(s) of Use

is <Site Addresses> ("The End-User")

Pre-Existing Materials

means all documents, information and materials provided by the Supplier relating to the Specified, Excepted Services or any other services provided under this Agreement which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications;

Specified Equipment

means the computer hardware, devices, software and systems which are to be maintained and supported by the Service Provider as set out in Schedule 2;

Specified Service

means any goods, services and/or advice to be provided by the Supplier to the End-User as detailed in the Schedule(s) to this Agreement;

Specified Sum

means the agreed consideration to be paid by the End-User to the Supplier for the provision of the Specified Service as detailed in the Schedule to this Agreement;

Suitable Environment

means an environment which in the sole opinion of the Supplier is suitable for the optimum operation of the System;

Supplier's Personnel

includes employees, sub-contractors, agents and substitutes of the Supplier;

System

all equipment installed by the Supplier including wiring and anything installed when providing the Services in accordance with this Agreement;

Term

means the Initial Term and any Renewal Terms of this Agreement as set out in Clause 6.1.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the schedules.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to writing or written does not include e-mail.

1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

1.9 References to Clauses and schedules are to the Clauses and schedules of this agreement.

2. Agreement

2.1 In consideration of the payment of the Specified Sum by the End-User to the Supplier the Supplier shall provide the Specified Service.

2.2 The End-User is under no obligation to offer work to the Supplier and the Supplier is under no obligation to accept any work which may be offered by the End-User. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Specified Service under the Specification or any Excepted Services.

3. Specified Service

3.1 The Supplier shall provide the Specified Service to the End-User during the Business Hours subject to the terms of this Agreement.

3.2 Both parties hereby agree that it may be necessary to alter or adapt the Specified Service and that any additional works required will not be included in the Specified Sum as detailed in this Agreement. Any alterations or adaptations of the Specified Service or any additional Services or Excepted Services required will be agreed in writing by the parties.

3.3 The Supplier reserves the right to revise the Specified Sum if any changes are proposed to the Specified Service under Clause 3.2 above. Any Additional Charges shall be invoiced monthly in arrears.

3.4 The Supplier shall take all reasonable steps to comply with any targets for delivery of the Specified Service or the completion of the Specified Service agreed in writing between the parties.

3.5 The Supplier may at any time and without giving the End-User prior notification make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements or make any changes to the Specified Service which do not materially affect the nature or quality of the Specified Service. In such circumstances, the Supplier reserves the right to revise the Specified Sum in the light of such changes.

4. Excepted Services

4.1 The Services shall not include: –

4.1.1 the correction of any fault or re-inspection due, in the Suppliers sole opinion to:

4.1.1.1 the End-User's failure to maintain a Suitable Environment for the System at the Place of Use in accordance with the Supplier's written specifications including without limitation failure to maintain a constant power supply, ventilation, telephone connection or humidity control;

4.1.1.2 the End-User's neglect or misuse of the System or its failure to operate the System in accordance with the Supplier's instructions or for the purposes for which it was designed;

4.1.1.3 the alteration, modification or maintenance of the System by any party other than the Supplier without the Supplier's prior written consent;

4.1.1.4 the transportation or relocation of the System save where the same has been performed by or under the direction of the Supplier;

4.1.1.5 the use of defective or inappropriate supplies with the System;

4.1.1.6 any defect or error in any software used upon or in association with the System; or

4.1.1.7 any accident or disaster affecting the System including without limitation fire, flood, water, wind, lightning, transportation, vandalism, acts of God, terrorism or burglary.

4.1.2 The provision of the Specified Services outside of the Business Hours.

4.2 The Supplier may upon request by the End-User provide all or any of the Excepted Services referred to in Clause 4.1 above but shall be entitled to charge for the same by levying Additional Charges in the manner described in Clause 4.4 below.

4.3 Without prejudice to Clause 4.2 above the Supplier shall be entitled to levy Additional Charges in the manner described in Clause 4.4 below if Specified Services are provided in circumstances where any reasonably skilled and competent System Engineer would have judged the End-User's request to have been unnecessary.

4.4 Additional Charges shall be levied by the Supplier monthly in arrears and shall be payable by the End-User within the time period specified in Clause 5.6.

4.5 For the avoidance of doubt where Excepted Services are provided, they are provided under the terms of this Agreement.

5. Fees

5.1 The Specified Sum and Additional Charges shall be exclusive of any VAT which may be chargeable.

5.2 The Supplier shall be entitled to vary the Charges on an annual basis upon giving written notice of the variation to the End-User.

5.3 Upon receipt of a notice of increase in Charges in accordance with Clause 5.2 above the End-User shall be entitled to terminate this Agreement in accordance with Clause 6.4. The Specified Sum shall not include the cost of any Excepted Services.

5.4 The Specified Sum and any Additional Charges shall be invoiced monthly by email to the End Users Email in advance.

5.5 All monthly contract invoices shall be payable in full 30 days after invoice date. If the 30th day is not a business day the invoice shall be due on the next available business day.

5.6 Should the End User fail to make payment in full within 14 days of the Due Date as set out in Clause 5.5, the Supplier shall notify the End User in writing of the failure to pay. If the payment is not made within 14 days of the written request to make the payment in full then the Supplier may:

5.6.1 terminate the Agreement with immediate effect; or

5.6.2 suspend the Specified Services and any Excepted Services, without incurring any liability to the End User, until all outstanding payments have been made in full.

5.7 The Supplier reserves the right to charge the End-User interest in respect of the late payment of any Charges due under the Agreement (after as well as before judgement) at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until payment. In addition, the Supplier reserves the right to claim interest in accordance with the late Payment of Commercial Debts (Interest) Act 1998.

6. Duration and Termination.

6.1 The Services provided under this Agreement shall continue to be supplied for a period of 12 months from the Commencement Date (Initial Term). The Term of the Agreement shall automatically extend for a further 12-month period (Renewal Term) at the end of the Initial Term and at the end of each Renewal Term unless otherwise terminated in accordance with this agreement.

6.2 Either party may terminate this Agreement by giving 14 day's written notice to the other party in the event that:

6.2.1 either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within 14 days (excluding breach by the End-User due to non-payment of Charges which is dealt with in Clause 5.7) after receiving written notice from the other party;

6.2.2 the other party goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

6.3 The Supplier may terminate this Agreement:

6.3.1 by giving the End-User 90 days' written notice if the End-User fails to accord the Supplier the reasonable access to premises, equipment, personnel or other information required for the Supplier to perform the Specified Service; or

6.3.2 by giving the End-User 90 days' written notice if, in the Supplier's opinion, it is no longer appropriate for the Agreement to continue in force.

6.4 The End-User may terminate this Agreement by giving the Supplier 90 day's written notice if in the opinion of the End-User it is no longer appropriate for the Agreement to remain in force or if the supplier breaches their requirements for Confidentiality under Clause 16.

6.5 If this Agreement is terminated before the completion of the Specified Service, the Supplier shall be entitled to payment by the End-User for work completed on a quantum merit basis.

6.6 On termination of this Agreement for any reason the End-Users right to receive the Specified Service (or Excepted Services):

6.6.1 the End-User shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

6.6.2 the End-User shall, within a reasonable time, return all the Supplier's equipment. If the End-User fails to do so, then the Supplier may enter the End-User's premises and take possession of them. Until they have been returned or repossessed, the End -User shall be solely responsible for their safe keeping;

6.6.3 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

6.6.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following Clauses: Clause 11 Limitation of Liability, Clause 12 Intellectual Property, Clause 16 Confidentiality, Clause 17 Dispute Resolution.

7. End-User's Obligations

7.1 The End-User undertakes to the Supplier throughout the term of this Agreement that it:-

7.1.1 shall, at its own expense, provide the Supplier with all relevant information, documents or other materials and data or other information necessary for the completion of the Specified Service;

7.1.2 shall be responsible for the content of all documents or other materials and shall ensure the accuracy of all data or other information provided to the Supplier in the course of this Agreement. The End-User must inform the Supplier in writing of any changes to this information;

7.1.3 shall, at its own expense, retain duplicate copies of all documents or other material and data or other information provided to the Supplier and/or its personnel and shall insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, howsoever caused;

7.1.4 shall ensure that the Supplier and its personnel are accorded sufficient access to any of the End-User's premises, information, data or personnel and use of any equipment that is reasonably necessary for the completion of the Specified Services. Where the Supplier requires access to any third-party premises, information, data or personnel, the End-User will make all reasonable efforts to arrange this for the Supplier;

7.1.5 shall make available at the End-User's premises such facilities as the Supplier shall reasonably require in order to discharge its obligations hereunder including without limitation adequate work space storage and office furniture and equipment;

7.1.6 shall ensure that the End-User and the End-User's staff and premises comply with all relevant legislation or other regulations relating to health and safety matters and shall ensure that the Supplier's Personnel are provided with a safe working environment. In this context, the End-User shall:

7.1.6.1 ensure that valid and adequate Public Liability Insurance remains in force throughout the duration of this agreement; and

7.1.6.2 ensure that the Supplier and the Supplier's Personnel are not prevented from complying with any relevant legislation or regulation;

7.1.7 shall not take on any direct control over, or responsibility for, the Supplier's Personnel. In particular, the End-User acknowledges that the Supplier's Personnel are professionals who will use their own initiative as to the manner in which the Specified Service is delivered and will not be subject to, or to the right of, supervision, direction or control as to the manner in which they render the Specified Service;

7.1.8 acknowledges and accepts that the Supplier is in business on its own account and therefore may be engaged by other parties simultaneously to its performance of the Specified Services (and any other services which are provided under this Agreement); and

7.1.9 not to tamper with or attempt to repair the System and to ensure that no third-party tampers with or attempts to repair the system.

7.2. If the Suppliers performance or its obligations under this Agreement are delayed due to the act or omission of the End-User or any of its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the End-User that arise directly or indirectly from such prevention or delay.

7.3 The End-User shall be liable to pay the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss of damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the End-Users fraud negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the End-User in writing.

7.4 The End-User shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of 12 months after the termination of this agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

8. Supplier's Obligations

8.1 The Supplier will take all reasonable steps to ensure that the Specified Service is completed in accordance with any targets agreed in Schedule 1, but time shall not be of the essence for the provision of the Specified Service.

8.2 Where required, the Supplier will submit monthly timesheets in a form to be agreed between the End-User and the Supplier to provide a record of the work done by the Supplier's Personnel.

8.3 The Supplier may obtain or provide extra resources (whether in the form of equipment or personnel) of the requisite standard in order to ensure that the Specified Service is completed in accordance with the Schedule, if, in the Supplier's sole discretion this is appropriate in order to comply with any targets set out in the Schedule.

8.4 The Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the Supplier's original personnel. The Supplier acknowledges that the End-User has the right to refuse to accept the substitute personnel if, in the reasonable view of the End-User, the substitute personnel have insufficient qualifications or expertise.

8.5 Where substitution occurs, the other terms and conditions of this contract, and in particular (but not limited to) the Specified Sum and the timetable of the project, will remain unchanged, unless otherwise agreed by both parties in writing. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute personnel.

8.6 In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the End-User is entitled to terminate this Agreement forthwith.

9. Insurance

9.1 The Supplier shall ensure that it has valid and adequate Professional Indemnity Insurance, Public Liability and Employer's Liability Insurance in force throughout the duration of this Agreement.

10. Warranties

10.1 The Supplier warrants and undertakes to the End-User:

10.1.1 to perform the Specified Services and any Excepted Services with reasonable care and skill;

10.1.1.1 to perform any Excepted Services within reasonable time of being so requested by the End-User;

10.1.1.2 that it shall have a free and unencumbered title to any replacement parts for the System supplied hereunder; and

10.1.1.3 that the End-User will enjoy quiet possession of any such replacement parts and that the same will be of merchantable quality and reasonably fit for any purpose made known in writing to the Supplier.

10.2 The Supplier does not warrant that the Specified Service (or the Excepted Service) will cause the System to operate without interruption or error.

10.3 Where, in connection with the provision of the Specified Service (or the Excepted Service), the Supplier supplies any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the End-User the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

10.4 The Supplier warrants that so far as it is aware all information regarding the Supplier's Personnel's expertise, experience and qualifications provided to the End-User is complete and accurate and up to date.

10.5 The Supplier warrants that it will, when utilising any of its own equipment or intellectual property in carrying out the engagement, ensure that any security requirements reasonably required by the End-User are complied with.

10.6 Subject to the foregoing all conditions, warranties, terms, undertakings express or implied statutory or otherwise in respect of the performance by the Supplier of the Specified Services or Excepted Services hereunder are hereby excluded.

11. Limitation of Liability

11.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the End-User in respect of:

11.1.1 any breach of the terms of this agreement;

11.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the agreement.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied, as applicable, by section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982 or section 8 of the Supply of Goods (Implied Terms Act) 1973) are, to the fullest extent permitted by law, excluded from the Agreement.

11.3 Nothing in these conditions excludes or limits the liability of the Supplier:

11.3.1 for death or personal injury caused by the Supplier's negligence; or

11.3.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

11.3.3 for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3:

11.4.1 the Supplier shall not under any circumstances be liable to the End-User for:

11.4.1.1 any pure economic loss; or

11.4.1.2 loss of profit; or

11.4.1.3 loss of business; or

11.4.1.4 depletion of goodwill and or similar losses; or

11.4.1.5 any special, indirect or consequential, or pure economic loss, costs, damage, charges or expenses which arise out of or in connection with this Agreement.

11.4.2 the Supplier'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 be limited to the aggregate of the Charges for the preceding 12 months.

12. Intellectual Property

12.1 Unless agreed otherwise in writing between the End-User and the Supplier:

12.1.1 As between the End-User and the Supplier, all Intellectual Property Rights and all other rights in the Pre-existing Materials shall be owned by the Supplier. Subject to Clause 12.1.2, the Supplier licenses all such rights to the End-User on a non-exclusive, non-assignable basis to such extent as are necessary to enable the End-User to make reasonable use of the Specified Services and Excepted Services where provided. If this Agreement is terminated, this licence will automatically terminate.

12.1.2 The End-User acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the End-User's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the End User.

12.1.3 The End-User shall retain ownership of all the End-Users Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to the Supplier in the context of this Agreement. For the avoidance of doubt, the End-User shall not be deemed to have granted the Supplier any licence to use the documents or other material and data or other information other than for the purposes of this Agreement.

12.2 Where appropriate, the Supplier shall be deemed to have asserted its moral rights over any documents or other material provided or created by the Supplier in the provision of the Specified Services (or Excepted Services).

12.3 In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against the Supplier in relation to documents or other material, data and other information or devices and processes provided to the Supplier by the End-User for use in the provision of the Specified Services (or Excepted Services) or which the End-User dictated should be used by the Supplier in the provision of the Specified Services, the End-User shall indemnify the Supplier against any and all costs, expenses, damages or other losses suffered or payments made by the Supplier in connection with the claim and any associated judgement or settlement.

13. Data Protection

13.1 All personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR.

13.2 For complete details of the Service Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Service Provider's Privacy Notice which will be supplied separately.

14. Data Processing

14.1 In this Clause 14, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

14.2 All personal data to be processed by the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <date> .

15. Force Majeure

15.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control including (insofar as beyond such control but without prejudice to the generality of the foregoing expression):

15.1.1 strikes, lock-outs;

15.1.2 labour disputes;

15.1.3 acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

15.1.4 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

15.1.5 terrorist attack, civil war, civil commotion or riot;

15.1.6 nuclear, chemical or biological contamination or sonic boom;

15.1.7 malicious damage;

15.1.8 compliance with any law or governmental order, rule, regulation or direction;

15.1.9. accident, breakdown of plant or machinery;

15.1.10 fire, explosion or accidental damage;

15.1.11 adverse weather conditions;

15.1.12 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

15.1.13 any labour dispute, including but not limited to strikes, industrial action or lockouts; and

16. Confidentiality

16.1 Both parties will take all reasonable steps to ensure that all Confidential Information which is supplied to the other party in the provision of the Specified Services remain confidential to the parties. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it for the purposes of this Agreement and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Each party shall be responsible for ensuring that the personnel to whom Confidential Information is disclosed comply with this Clause. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 30 days by giving the other party written notice.

16.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

16.3 On the cessation or earlier termination of this Agreement, each party shall return to the other all documents or other material containing the Confidential Information.

16.4 This Clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.

16.5 Both parties undertake that any information which is received from the other party in the provision of the Specified Services will only be used for the purposes of this Agreement.

16.6 During the course of their work for the end user the supplier may have access to, gain knowledge of, or be entrusted with confidential information concerning the end user's clients, potential clients or matters relating to the end user's business. This information may include matters of a highly sensitive and/or personal nature. The supplier must ensure the security and confidentiality of such information and must take all appropriate steps to ensure that the end users' confidential information is protected at all times. It is essential that the affairs of the end user's clients must be kept confidential unless disclosure is required or permitted by law or with the end users client's consent. Any breach of confidentiality may lead to the end user terminating the supplier's services under the agreement.

16.7 The Solicitors Regulation Authority or its agents shall be entitled to obtain information, inspect records (including electronic records) or enter the premises of the supplier in relation to the services that they performed for the end user. As nothing in the Agreement must adversely affect the ability of the end user to comply or the SRAs ability to monitor compliance with regulator requirements.

16.8 Nothing in the Agreement shall cause the end user to breach the conditions with which they must comply in order to be authorised by the SRA or to remain authorised any such term or Clause shall be null and void and unenforceable under the Agreement.

16.9 Nothing in the Agreement shall in any way alter the end user's professional obligations toward their client.

16.10 The supplier agrees that they will not at any time disclose confidential information to any unauthorised person within or outside the end users firm or make use of such information. A breach of this duty of confidentiality may result in the supplier being prosecuted under the Data Protection Act and also be liable for any costs or penalties incurred by the end user as a consequence of their actions.

16.11 Where the supplier uses a third-party data processor, for example a cloud supplier, they must choose a data processor that provides sufficient guarantees regarding security measures to protect the processing that it will carry out. The supplier must take reasonable steps to ensure that those security measures are put into practice.

17. Dispute Resolution

17.1 If any dispute arises in connection with this agreement, the Supplier and End-User shall, within 14 days of a written request from one party to the other, meet in good faith effort to resolve the dispute.

17.2 If the Supplier and the End-User fail to find a way of resolving the dispute within 30 days of the meeting to resolve the dispute, then either party may take such action as is feels is necessary in order to resolve the dispute including the initiation of court proceedings.

18. General

The parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between (a) the Supplier and/or any of its personnel and (b) the End-User. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other.

18.1 The Supplier shall not be liable to the End-User or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

18.2 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.

18.3 Save for changes to the Specified Service, (which must be agreed in accordance with Clause 3), the terms of this Agreement including the Schedules may only be varied when the variation is recorded in writing and agreed by both parties.

18.4 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.

18.5 A notice given to a party under or in connection with this Agreement:

18.5.1 shall be in writing in English;

18.5.2 shall be signed on behalf of the party giving it;

18.5.3 shall be addressed to the person listed in this Clause;

18.5.4 shall be sent by

18.5.4.1 Recorded delivery; or

18.5.4.2 if sent by airmail requiring signature upon delivery.

18.6. the addresses for service of notice are as follows:

18.6.1 Supplier

Address: Unit A, 3-4 De Clare Court, 5 Sir Alfred Owen Way, Pontygwindy Industrial Estate, Caerphilly, CF83 3HU

For the attention of: Andrew Beer & Andrew Jarlett-Green

Tel number: 02920 887362

18.6.2 End-User Address: <Address>

For the Attention of: <Contact Name>

Tel Number: <Telephone Number>

18.7 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement. The End-User shall not, without the prior written consent of the Supplier assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

18.8 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

18.9 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

18.10 Severance

18.10.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

18.10.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

18.11 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 1

- 1. The start date for the provision of services will be TBC
- 2. The end date for the provision of services will be TBC
- 3. Invoices for services provided will be submitted monthly. Payment terms are 30 days in advance.
- 4. Normal Service Desk Business Hours are 8.00am – 6:00pm GMT Monday to Thursday and 8.00am – 6.00pm GMT Friday.

Specified Services

◁Specific Timescales and Deliverables for the contracted Services▷

Signed by

For and on behalf of the Supplier

Date Signed:

Signed by

For and on behalf of the Supplier

Date Signed:

Schedule 2 – Scope of Equipment and Services

Service	Description	Quality