

Terms & Conditions



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LSUK_Terms&Conditions_2024

About Longwall Security:

At Longwall, we go beyond the conventional service provider – we are an organic extension of your team. Through our expert people, trusted partnerships and innovative technologies, we help you prioritise your investment to deliver impactful cyber security outcomes and complete peace of mind.

Longwall terms & conditions

In the event that Customer issues any form of order to Longwall authorising the purchase of services, it is agreed that such order is issued exclusively for the purpose of confirming Customer's purchase of the specified service(s) and the price(s) thereof and that no OTHER terms and conditions specified or pre-printed on Customer's order shall add to or modify the terms and conditions of this Agreement, nor shall such order terms and conditions affect either party's responsibility to the other party as set forth herein. RECEIPT BY LONGWALL OF A CUSTOMER PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE OF LONGWALL'S OFFER AS SPECIFIED IN A VALID QUOTE, SUBJECT SOLELY TO THE TERMS OF THESE STANDARD TERMS & CONDITIONS OF SALE. Longwall reserves the right to reject any order.

1. The Services

Longwall agrees to provide and Customer agrees to take and pay for the services set out in a quote and/or statement of work (the "Services") as such statements of work may be provided to Customer from time-to-time and at the rates or for the sum set out in a quote from Longwall or its authorised reseller.

2. Customer Obligations

Customer shall pay for the Services and associated expenses under the terms of this Agreement. Customer agrees to pay valid Longwall invoices in accordance with the invoice terms and Longwall authorised reseller invoices in accordance with their terms, as applicable. If expenses are not included in the fee for the Services, then Customer shall reimburse Longwall for any expenses reasonably and properly incurred in performing the Services.

Customer shall be responsible for taxes arising out of this Agreement, except for taxes imposed on Longwall's income or arising from the employment relationship between Longwall and its personnel.

If Customer fails to pay Longwall any sum due under this Agreement on the due date:

- Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- Longwall may suspend part or all of the Services until payment has been made in full.

Customer will provide Longwall with all necessary co-operation, facilities, information and support that may reasonably be required by Longwall for the performance of the Services.

Longwall will be entitled to charge for additional time and/or idle time required to complete the Services arising as a result of failure of Customer to meet its obligations and/or may revise any scheduled date for completion of any part of the Services and/or suspend the Services.

3. Cancellation or Postponement

In the event that Customer cancels or postpones a scheduled engagement with less than one (1) week notice to Longwall, the following shall result: with respect to onsite Services (i) if cancellation by the Customer occurs within five (5) business days of the scheduled date for such Services then 50% of the scheduled Services time shall be forfeited, or (ii) if cancellation by the Customer occurs within two (2) business days of the scheduled date for such Services then 100% of the scheduled Services time shall be forfeited; with respect to remote Services (iii) if cancellation by the Customer occurs within twenty four (24) hours of the scheduled date for such Services then 50% of the scheduled Services time shall be forfeited, or (iv) if cancellation by the Customer occurs within one (1) hour of the scheduled time for such Services then 100% of the scheduled Services time shall be forfeited; unless otherwise agreed by Longwall at its sole discretion.

4. Intellectual Property

The parties agree that all Intellectual Property specifically produced by or on behalf of Longwall in connection with or relating to this Agreement shall vest in and belong to Longwall. All title, ownership rights and world-wide intellectual property rights (including all patents, copyright, trademarks, trade secrets and moral rights) in and to any scripts, software, documentation, materials, methodologies, know-how or other such information or materials that are developed or provided by Longwall in the course of delivering the Services, is and will remain the exclusive property of Longwall. Customer may, however, subject to payment of all fees due under this Agreement, retain any deliverables provided to it under a SOW and may use such deliverables for its own internal purposes.

5. Indemnification

Both parties shall keep the other Party fully and effectively indemnified against liability for direct loss, costs and expenses awarded against or incurred or paid as a result of or in connection with:

- Any claims for infringement of any Intellectual Property Rights by reason of the use or sale of the goods supplied or services provided and against all costs and damages which the Party may incur in any action for such infringement or for which the Party may become liable in such action.
- Any claim in contract or tort or otherwise; for any direct damages, expenses or costs relating to damage to property or injury or loss to any person, firm or company.

6. Limitation of Liability

- Nothing in these conditions shall exclude or restrict the liability of either party to the other for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any breach of any obligations implied by Section 12 of the Sale of Goods Act, 1979 or Section 2 of the Supply of Goods and Services Act, 1982.
- The liability of either party for defaults resulting in direct loss of or damage to the property of the other; whether arising under contract, tort (including negligence), misrepresentation or otherwise, in connection with the performance of or contemplated performance of this contract shall in no event exceed the value of the Contract.
- In no event shall either party be liable to the other for any indirect or consequential loss or whether for loss of profits, loss of business, revenue, depletion of goodwill or anticipated savings, howsoever caused, whether or not such losses were foreseeable at the time of entering into this contract. For the purposes of this clause, the term 'loss' includes a partial loss or reduction in value as well as a complete or total loss.

If a Party is in breach of any obligations under this Agreement (or any part of it) to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Clauses 7 a), 7 b) and 7 c), such Party's liability to the other Party shall be limited to one million pounds (£1,000,000) for any series of events in any period of twelve (12) consecutive calendar months.

7. Warranty

Each party warrants and represents that it has full capacity and authority to enter into this Agreement. If requested, Longwall may help Customer to choose the Services, but Longwall does not provide any warranties that such Services will be fit for Customer's purpose, and assessment and selection of Services remains Customer's ultimate responsibility. No statement, description, information, condition or recommendation contained in any Longwall catalogue, price list, advertisement or communication or made verbally by representatives of Longwall shall be construed to vary in any way any of the terms of this Agreement. All other warranties (express or implied) are hereby excluded to maximum extent permitted by applicable law.

8. Compliance with Law

This Agreement will be governed in accordance with the laws of England and the parties agree to be subject to the jurisdiction of the English Courts. Customer agrees to comply with applicable laws including export and import and use restrictions. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.

9. Sub-Contracting

Neither Party may assign the Agreement or any part of it without the prior written consent of the other party.

Longwall may sub-contract the Agreement or any part of it without Customer consent. Sub-contracting any part of the Agreement shall not relieve Longwall of any obligation or duty attributable to Longwall under the Agreement.

10. Non-Solicitation

During the Term and for one (1) year thereafter, neither party shall actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of either party associated with the performance of Services under this Agreement without the prior written consent of the other party. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to twelve (12) month's salary for each employed, solicited, or retained person.

11. Force Majeure

Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").

12. Termination

This Agreement may be terminated at any time by either party upon written notice if the other party breaches any material term of this Agreement and such breach remains uncorrected for fifteen (15) business days following written notice.

13. Notices

Unless otherwise expressly stated in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly served if mailed electronically to an authorised address, delivered by hand on the date of delivery or if sent by pre-paid registered post four business days after posting.

14. Confidentiality

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, or suppliers of the other party or of any member of the group of companies to which the other party belongs.

Each party may disclose the other party's confidential information:

- to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Information within the public domain shall not be considered Confidential Information.

Longwall shall have the right to reference Customer organisation name when referencing its customer base.

15. Data Protection

Both parties will comply with all applicable requirements of data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended ("Data Protection Legislation").

This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, the customer is the controller and Longwall is the processor.

Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Longwall for the duration and purposes of this agreement.

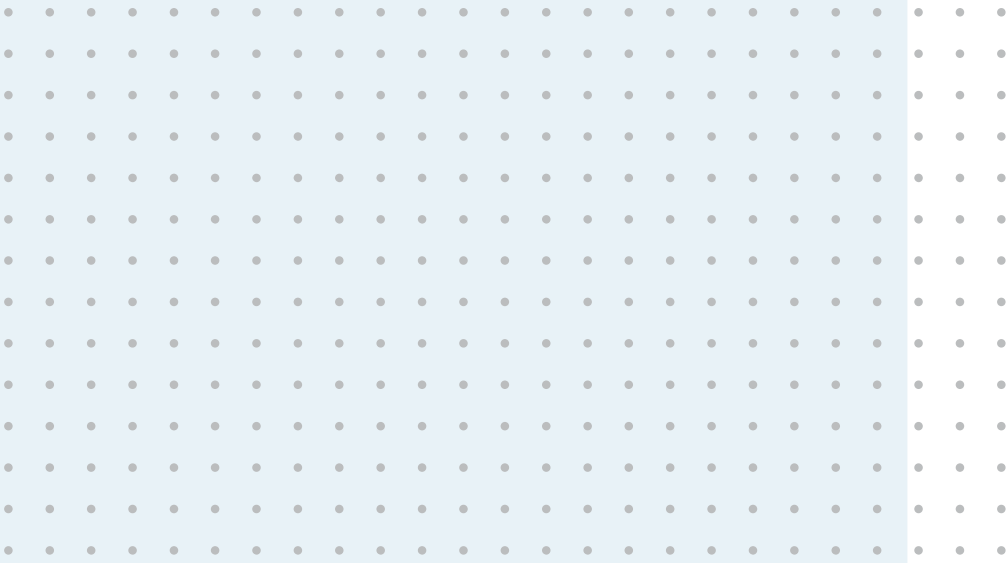
Longwall shall, in relation to any personal data processed in connection with the performance by Longwall of its obligations under this agreement:

- process that personal data only on the written instructions of the Customer unless Longwall is required by Applicable Laws to otherwise process that personal data;
- ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- not transfer any personal data outside of the European Economic Area unless the following conditions are fulfilled:
 - o Customer or Longwall has provided appropriate safeguards in relation to the transfer;
 - o Longwall complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - o Longwall complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the personal data;
- assist Customer, at Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify Customer without undue delay on becoming aware of a personal data breach;
- at the written direction of Customer, delete or return personal data and copies thereof to Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- maintain complete and accurate records and information to demonstrate its compliance with.

Customer consents to Longwall appointing third party processors of personal data under this agreement. Longwall confirms that it has entered or (as the case may be) will enter with any such third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Agreement and which Longwall confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between Customer and Longwall, Longwall shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

Contacts

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