

Terms and Conditions

G14 Version 1.0
07th May 2024

As per Section 8.3 of the G-Cloud 14 Framework Agreement the following precedence applies for terms and conditions:

- the completed Order Form
- the Framework Agreement
- the clauses of a Call-Off Contract (excluding Company Terms)
- the Company's Terms
- any other document referred to in the Call-Off Contract clauses

This document constitutes the Supplier Terms of Ceox Services Ltd ('Ceox', or the 'Company').

This agreement is between Ceox Services Ltd whose registered office is at 4 Reading Road, Pangbourne, Berkshire, RG8 7LY, and whose registered number is 11143592 ('Ceox', or the 'Company') and the individual, partnership, organisation or company purchasing Goods and/or Services from the Company ('the Customer')

The Customer wishes to obtain and the Company is willing to provide professional services, software, consultancy or other commercial services as may from time to time be agreed by the parties on the terms and conditions below.

It is agreed as follows:-

1. Interpretation

1.1. Definitions

In this Agreement the following expressions will have the following meanings unless inconsistent with the context:

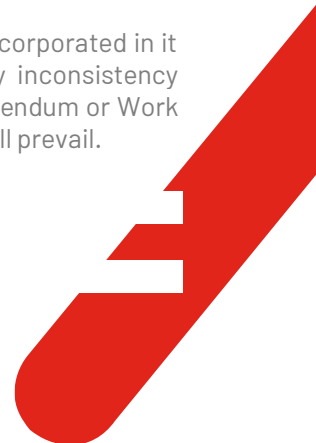
Term	Definition
Business Day	Any day other than a Saturday or Sunday or a public or bank holiday in the United Kingdom.
Change control procedures	Means the agreed process to be followed when changes are required either to this Agreement or to the Services.
Commencement date	Means the date that the Agreement is considered to be effective.

Confidential Information	All information relating to the business of the disclosing party which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party regardless of whether such information was disclosed prior to or subsequent to the Commencement Date.
Data Law	Means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: (a) the GDPR; (b) the Data Protection Act 2018; (c) the UK GDPR; (d) any laws which implement any such laws; (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
Disclosing party	Means the party who has disclosed confidential information to the other party.
GDPR	Means the General Data Protection Regulation, Regulation (EU) 2016/679
Intellectual property rights	All trademarks, service marks, copyright, moral rights, rights in design, know how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto.
Key personnel	Means those persons employed by Ceox who have a key role in the delivery of the services to the Customer.
Personal Data	Means any Personal Data Processed by the Company and/or any subcontractor on behalf of the Customer pursuant to or in connection with this Agreement.
Personnel	Means those people engaged by Ceox to deliver the Services whether an employee, sub-contractor or partner.
Receiving party	Means the party who has received confidential information from the other party.
Representative	The person nominated by each party in accordance with clause 4.1
Retail Prices Index	The General Index of Retail Prices for all items which is published in the United Kingdom in the Monthly Digest of Statistics by the Office for National Statistics or any replacement of it.
Service availability	Means the times and periods that Ceox will make the Services available to the Customer.
Service review meetings	Mean regular meetings that are held between representatives of Ceox and the Customer specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

Services	The services set out in the Call Off Contract and any other services that Ceox and the Customer may agree in writing are to be provided by Ceox pursuant to the Change Control Procedure.
System	The computer software and work environment in which Ceox will deliver professional services.
UK GDPR	Means the GDPR as transposed into the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, replaced or superseded with effect in the UK by the Data Protection, Privacy and Electronic Communications(Amendments etc)(EU Exit) Regulations 2019 or otherwise.
Work Order	Specification of Services, Software, Charges and other details as shown in any Work Order which references this Agreement.
Working Day	Seven and half (7.5) hours and excluding Bank Holidays in England unless otherwise defined in the Work Order.
Year	The period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the period of this Agreement, or any shorter period commencing on a day immediately following the end of a Year and ending on the termination of this Agreement.
The terms, "Appropriate Safeguards", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process" (and "Processing") and "Supervisory Authority" shall have the same meaning as in the UK GDPR and their cognate terms shall be construed accordingly.	

1.1. In this Agreement:

- 1.1.1. any reference to a notice is to a written notice;
- 1.1.2. headings are for convenience only and do not affect the interpretation of the Agreement;
- 1.1.3. words importing the singular include the plural and vice versa;
- 1.1.4. expressions in the masculine include the feminine and vice versa and reference to persons shall include corporations unincorporated associations and partnerships and vice versa.
- 1.1.5. Any phrase in this Agreement introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.
- 1.1.6. The word "indemnify" will mean to indemnify, keep indemnified and hold harmless the indemnified party from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the indemnified party incurs or suffers and "indemnity", "indemnities" and "indemnifies" have a corresponding meaning.
- 1.1.7. The Addenda to this Agreement referenced to it are incorporated in it and form part of it, save to the extent there is any inconsistency between the Agreement and the provisions of any Addendum or Work Order, the provisions of the Addenda or Work Order shall prevail.



2. Services

- 2.1. During the continuance of this Agreement Ceox shall provide the Customer with the Services.
- 2.2. Notwithstanding that Ceox agrees to provide the Services as defined in the Call Off Contract.
- 2.3. At all times the Customer recognises that in order to perform the Services, Ceox is dependent on the Customer carrying out its obligations under this Agreement as set out in Clause 5.
- 2.4. Ceox shall use reasonable endeavours to perform its obligations within any time stated in this Agreement. Any such time is, however, approximate only, and time for such delivery or performance shall not be of the essence of this Agreement.
- 2.5. Any changes made to the Services at the Customer's request may incur additional fees in accordance with clause 6.
- 2.6. Standard services to be delivered under this Agreement are as listed, described and specified in the Call Off Contract.
- 2.7. The availability, operational reliability and response times of the Services to be delivered under this Agreement are as specified in the Call Off Contract.
- 2.8. The Services covered by this Agreement are to be delivered at either the customer site or other allocated place of work.
- 2.9. Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Agreement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services.
- 2.10. Ceox will be entitled to an adjustment to any penalties or refunds due in respect of inadequate performance if Ceox is prevented from performing specific Services for any reasons beyond the control of Ceox which are caused by the Customer.

3. Consents and Permissions

- 3.1. The Customer is responsible for obtaining all required licences or other consents to enable Ceox to have access to the Customer's System for the purpose of providing the Services and is solely responsible for any costs associated with obtaining such licences and consents
- 3.2. Both parties agree to remove any data, software or other information supplied as part of this support agreement from their systems and backups after permission to use such information as granted by either party has expired.
- 3.3. The customer agrees that Ceox is allowed to use the customer's name for any reasonable marketing purposes.



4. Supervision of the Services

- 4.1. Ceox and the Customer shall each nominate a Representative who shall be authorised to make decisions relating to this Agreement and who shall be responsible for:
 - 4.1.1. organising all meetings and actions provided for in this Agreement; and
 - 4.1.2. providing and/or allowing access to all information and documentation to which Ceox and the Customer (as the case may be) and/or their agents, sub-contractors or professional advisors are entitled to pursuant to this Agreement (subject to the provisions in respect of confidentiality set out in clause 15).
- 4.2. Ceox will agree a procedure for monitoring progress of the Services with the Customer. This will include regular review meetings attended by the Representatives of the Customer and Ceox.
- 4.3. Each party shall inform the other of any change in the identity of its Representative during the course of this Agreement.
- 4.4. Key Ceox personnel are not required to be specifically named within this Agreement but Ceox will notify the Customer in advance of changes to any key personnel that could affect the delivery of the Services to the Customer.

5. Customer Duties and Responsibilities

- 5.1. The Customer will ensure Ceox has timely access to appropriate Customer personnel and will arrange for Ceox personnel to have suitable and safe access to the Customer's facilities and systems on-site.
- 5.2. The Customer will ensure that all Customer personnel who work on the System are adequately qualified and receive suitable training.
- 5.3. The Customer will make reasonable endeavours to respond promptly to any Company requests to provide direction, information, approvals, authorisations or decisions that are reasonably necessary for Ceox to perform the Services.
- 5.4. The Customer is to ensure that Ceox's employees and sub-contractors are given necessary access to the data, software and systems in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.
- 5.5. If it is required by the nature of the work, make available to the Company, free of charge, suitable office accommodation and such secretarial, technical, telecommunications, and other facilities as are reasonably available for the purpose of the Company providing the Services



6. Change Control for this Support Agreement

- 6.1. At any time during the continuance of this Agreement, the Customer may request or Ceox may recommend variations or additions to any part or parts of the Services, or any other part of this Agreement.
- 6.2. The Customer shall send to Ceox a written variation request detailing the changes it requires and Ceox will notify the Customer of any time required to investigate the effect upon this Agreement of implementing such a variation. Ceox shall be entitled to charge the Customer its reasonable fees or expenses for investigating the effect of implementing such a variation.
- 6.3. Ceox shall then submit to the Customer a written quotation for such a variation specifying whether the change is possible and if it is the increase (if any) which will be required to the Charges, a quotation any additional time and materials required and any further changes required to this Agreement.
- 6.4. Upon receipt of such quotation the Customer may elect either:
 - 6.4.1. to accept such quotation in which case the request and quotation will form a part of this Agreement and be appended to this Agreement accordingly; or
 - 6.4.2. to reject the quotation in which case this Agreement shall continue in force unchanged.
- 6.5. Until such time as any variations or additions are formally agreed between the parties in accordance with this clause 5.5 Ceox will unless otherwise agreed in writing continue to perform and be paid as if such variation or addition had not been requested.

7. Charges and Payment

- 7.1. In consideration of the provision of the Services by Ceox in accordance with this Agreement, the Customer shall pay the Charges to Ceox as detailed in the Call Off Contract.
- 7.2. The Customer shall reimburse Ceox for all actual and reasonable travel and other out-of-pocket expenses including, but not limited to, train travel, airfares, hotels and meals reasonably incurred by Ceox in performance of the Services.
- 7.3. The Charges and all other amounts stated or referred to in this Agreement are exclusive of value added tax, which shall be added to Ceox's invoice(s) at the appropriate rate.
- 7.4. All Charges are subject to an annual increase, on the anniversary of the commencement date, in line with the prevailing Retail Price Index percentage.
- 7.5. The Customer shall pay all invoices within thirty (30) days from the date of an undisputed invoice from Ceox (Due Date). Interest shall accrue on any overdue amounts at the rate of 3% over the Bank of England base rate, commencing on the Due Date and continuing until fully paid, whether before or after the judgement.



- 7.6. If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:
 - 7.6.1. the Customer shall notify Ceox in writing as soon as reasonably practicable;
 - 7.6.2. the Customer's failure to pay the disputed Charges shall not be deemed to be a breach of this Agreement;
 - 7.6.3. the Customer shall pay the balance of the invoice which is not in dispute by the Due Date;
 - 7.6.4. to the extent that the Customer is obliged, following resolution of the dispute, to pay an amount, then Ceox may charge interest in accordance with clause 7.5 from the original Due Date until the date of payment; and
 - 7.6.5. once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within ten (10) Business Days and, where Ceox is required to issue a credit note, it shall do so within ten (10) Business Days.
- 7.7. If full payment of an undisputed invoice is not made by the Customer within ten (10) Business Days following the Due Date then, without prejudice to Ceox's other rights, Ceox may suspend any further deliveries of any Services and/or Deliverables under this Agreement (or any other contract between Ceox and the Customer) until payment is made in full.
- 7.8. Ceox may alter the amount of any Charges for the Services during the Service Term, to pass on to the Customer any increase in charges related to the provision of the Services which are imposed by a third-party supplier on Ceox.
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8. Data Law

- 8.1. Both parties will comply with all applicable requirements of Data Law. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Law.
- 8.2. The parties acknowledge that:
 - 8.2.1. if the Company processes any personal data on the Customer's behalf when performing the Services, the Customer is the controller and the Company is the processor for the purposes of the Data Law;
 - 8.2.2. the relevant Order will set out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data and categories of data subject; and
- 8.3. Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of these terms so that the Company may lawfully use, process and transfer the personal data in accordance with these terms on the Customer's behalf.

- 8.4. Without prejudice to the generality of clause 8.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under any Order:
- 8.4.1. process that personal data only on the documented written instructions of the Customer unless the Company is required by Domestic UK Law (where Domestic UK Law means the Data Law, UK GDPR and any other law that applies in the UK) to process personal data (Applicable Laws). Where the Company is relying on Applicable Laws as the basis for processing personal data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
 - 8.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, 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);
 - 8.4.3. not transfer any personal data outside of the EEA unless the following conditions are fulfilled:
 - 8.4.3.1. the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - 8.4.3.2. the data subject has enforceable rights and effective legal remedies;
 - 8.4.3.3. the Company complies with its obligations under Data Law by providing an adequate level of protection to any personal data that is transferred; and
 - 8.4.3.4. the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - 8.4.3.5. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under Data Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 8.4.3.6. notify the Customer without undue delay on becoming aware of a personal data breach;
 - 8.4.3.7. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of these terms unless required by Applicable Law to store the personal data; and
 - 8.4.3.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Company, an instruction infringes Data Law.

- 8.5. Except as expressly provided otherwise, these terms do not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any (non-personal) data.

9. Warranty

- 9.1. Ceox warrants that:
- 9.1.1. it will use reasonable skill and care in the course of performing this Agreement;
 - 9.1.2. it will ensure that the Services are performed by personnel possessing suitable skills and experience; and
 - 9.1.3. it is lawfully entitled to provide the Services pursuant to this Agreement.
- 9.2. The Customer will inform Ceox in writing as soon as it is aware of any breach of such warranties and in the event that the Customer does not inform Ceox of any dissatisfaction or problem with the Services within 20 working days of the performance of the same the Services will be deemed to be accepted by the Customer. If Ceox receives such written notice from the Customer whether during the continuance of this Agreement or following its termination then Ceox shall inform the Customer within 20 working days after receipt of such notice whether it considers it is in breach of such warranty and if Ceox does consider it is in breach then the Customer's sole remedy and Ceox's sole liability will be that Ceox shall at its own expense and within a time after receiving such notice which is reasonable taking account of the damage being occasioned to the Customer by the breach of warranty remedy the defect or error in question.
- 9.3. Except for the express warranties that are given in this clause 9, and subject to clause 13 Ceox gives no other warranties or representations with regard to the performance of this Agreement. Any further warranties or conditions, express or implied, statutory or otherwise are excluded from this Agreement.

10. Intellectual Property Rights

- 10.1. Subject to Clause 10.2 the Company hereby assigns all Intellectual Property Rights arising in the course of the performance of the Services to both the Customer and the Company to hold jointly. Each party will hold such rights separately from the other and each may deal with such rights independently and without the consent of the other.
- 10.2. The provisions of Clause 10.1 are subject to the Customer paying the Company in full all Contract Charges and until such time as the Customer has paid the Company in full all Contract Charges ownership of the Intellectual Property Rights arising in the course of the performance of the Services to the Customer shall vest solely in the Company.



11. Termination

- 11.1. Either party may by written notice served on the other terminate this Agreement immediately if the other:
 - 11.1.1. is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within thirty (30) days after service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied provided any such notice is served within three (3) months of the breach occurring or the party not in breach becoming aware of such breach, whichever occurs later; or
 - 11.1.2. becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986; or
 - 11.1.3. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
 - 11.1.4. has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency), or has a petition presented to any court for its winding up or for an administration order; or
 - 11.1.5. has any distraint, execution or other process levied or enforced on any of its property; or
 - 11.1.6. ceases to trade;
- 11.2. Ceox may by written notice served on the Customer terminate this Agreement immediately where any invoice rendered to the Customer remains wholly or partly unpaid for more than 30 days after the same became due unless there is a bona fide dispute in respect of the same.
- 11.3. For the purposes of clause 11.1.1 a breach shall be considered capable of remedy if the party in breach can comply with the provisions in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 11.4. Either party may terminate this agreement at any time by giving 90 days written notice to the other party.

12. Consequences of Termination

- 12.1. The termination of this Agreement howsoever arising, is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- 12.2. The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination, including without limitation clauses 8, 12.2, 13 and 15.



13. Limitation of Liability

- 13.1. The following provisions in this clause 13 set out Ceox's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) in respect of any breach of its obligations arising under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise).
- 13.2. Ceox does not limit its liability to the Customer:
 - 13.2.1. for breach of Ceox's obligations arising under Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982;
 - 13.2.2. for personal injury or death resulting from Ceox's negligence;
 - 13.2.3. under Section 2(3) Consumer Protection Act 1987;
 - 13.2.4. for any matter for which it would be illegal for Ceox to exclude or to attempt to exclude its liability; or
 - 13.2.5. for fraud.
- 13.3. Subject to clause 13.2 Ceox's aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of all and any loss of or damage to tangible property (which for the avoidance of doubt excludes data) (whether belonging to the Customer or a third party) howsoever caused will be limited to 100% of the contract value or £1million, whichever is lower.
- 13.4. Except as provided under clause 13.2 Ceox will be under no liability to the Customer (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise):
 - 13.4.1. pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss; or
 - 13.4.2. loss of use or value of any data or software; or
 - 13.4.3. wasted management, operational or other time; or
 - 13.4.4. any special, indirect or consequential losses.
- 13.5. Ceox will not be liable to the Customer for any loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer.
- 13.6. The Customer will only be entitled to bring a claim against Ceox where the Customer issues legal proceedings against Ceox within the period of twenty-four (24) months commencing on the Commencement Date.
- 13.7. If part of this clause 13 is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that part will, to the extent required, be severed from this clause 13 and this Agreement and will be ineffective without, as far as is possible, modifying any other part of clause 13, or any other clause or part of this Agreement and this will not affect any other part of this clause 13 or any other provisions of this Agreement which will remain in full force and effect.

14. Force Majeure

- 14.1. Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control of a party to this Agreement including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors and the party so delayed will be entitled to a reasonable extension of time for performing such obligations.

15. Confidentiality

- 15.1. Each party will keep confidential:
- 15.1.1. the terms of this Agreement; and
 - 15.1.2. any and all Confidential Information that it may acquire in relation to the other party.
- 15.2. Neither party will use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each party will ensure that its officers and employees comply with the provisions of this clause 15.
- 15.3. The obligations on a party set out in clause 15.1 will not apply to any information which:
- 15.3.1. is publicly available or becomes publicly available through no act or omission of that party; or
 - 15.3.2. a party is required to disclose by order of a court of competent jurisdiction or pursuant to a statutory or regulatory obligation;
 - 15.3.3. is already in the party's possession other than as a result of a breach of this clause 15;
 - 15.3.4. the disclosing party can demonstrate is in the public domain (other than as a result of a breach of this clause 15);
 - 15.3.5. is disclosed to the professional advisers, lawyers, auditors and bankers of each party under terms of confidentiality and those professional advisers, lawyers, auditors and bankers are bound by a duty of confidence; or
 - 15.3.6. is disclosed to a sub-contractor or partner as part of delivering the services covered by this agreement; or
 - 15.3.7. is disclosed with the prior written consent of the other party; or
 - 15.3.8. is subject to the 'Freedom of Information Act 2000
- 15.4. The provisions of this clause 15 will survive any termination of this Agreement for a period of 5 years from termination.
- 15.5. If the receiving party receives a Court Order to divulge any confidential information belonging to the disclosing party, then the receiving party is permitted to release such information to the court in accordance with any Court Order so served.
- 15.6. Destruction of data and records or return on termination. Upon termination of this Agreement, the receiving party, at the option of the disclosing party, will return or destroy all confidential information belonging to the other party.
- 15.7. In the event that the Customer operates formal security policies, Ceox will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these policy statements. The Customer will provide Ceox with up to date information on its security policies and will keep Ceox informed about any changes to these policies.

16. Subcontracting

- 16.1. Ceox shall be permitted to subcontract any of its obligations to a sub-contractor without the Customer's prior written consent.
- 16.2. Ceox shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own.

17. Enforcement by Third Parties

- 17.1. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18. Relationship of Parties

- 18.1. Nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

19. Partner of Record

- 19.1. The customer agrees to appoint Ceox as the Microsoft Digital Partner of Record for any Microsoft online services for the period of this Agreement, until its expiration or termination.

20. Invalidity and Severability

- 20.1. If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

21. Assignment

- 21.1. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party's respective successor.

22. Entire Agreement

- 22.1. This Agreement and Work Order(s) constitutes the entire agreement and understanding between the parties and supersedes all proposals or prior agreements, arrangements and undertakings (whether orally or in writing) between the parties relating to the subject matter of this Agreement.
- 22.2. The Customer undertakes that it has not entered into this Agreement and Work Order(s) in reliance on any representation, promise or statement which is not expressly set out in this Agreement and Work Order(s). Except as expressly provided in this Agreement and Work Order(s) all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law.

23. Variations

- 23.1. This Agreement and Work Order(s) may only be varied or amended in accordance with clause 5.5 or in writing and signed by a Director or other duly authorised officer of each of the parties, specifically referring to this clause and stating that this Agreement is varied in the manner specified.

24. Waiver

- 24.1. Neither party shall be deemed to have waived any right under this Agreement and Work Order(s), unless such party shall have delivered to the other party a written waiver signed by an authorised signatory of such waiving party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or acquiescence thereto.

25. Notices

- 25.1. Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post, e-mail addressed to the recipient at its registered office or any other address notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:
- 25.1.1. if delivered by hand, at the time of delivery;
 - 25.1.2. if delivered by post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays) after being posted; or
 - 25.1.3. if delivered by email, at the time of sending, provided that a confirming copy is sent by first class post to the other party within 24 hours after sending and that no notification informing the sender that the message has not been delivered has been received by the sender.

26. Dispute Resolution

26.1. If any dispute arises under, out of or in connection with this Agreement, the parties will attempt to settle it by mediation. No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation or the mediation has failed to result in a settlement acceptable to both Parties (in their absolute discretion) within thirty (30) days of its commencement, provided that the right to issue proceedings is not prejudiced by a delay. Performance of the Services under the Agreement shall continue during any dispute resolution process referred to in this clause. No payments due or payable by the Customer which are not subject to a dispute shall be withheld on account of a pending reference to mediation.

27. Jurisdiction and Governing Law

27.1. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.

27.2. The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

28. Non-Solicitation

28.1. During the term of this Agreement and for two years after its expiration or termination, the Customer undertakes that it will not without Ceox's prior written consent directly or indirectly solicit or offer employment or engagement to any employee who at the time of such action or during a period of 12 months immediately preceding such action was an employee of Ceox.



29. Agreement

Executed under hand the day and year before written

Signed on behalf of the Company	Signed on behalf of the Customer
Signature	Signature
Print Name	Print Name
Position	Position
Company Name	Customer Name

