

## Mondas Terms and Conditions

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## 1. Application and entire agreement

- 1.1. These Terms and Conditions apply to the provision of the services detailed in our proposal (Services) by Mondas Consulting Ltd. a company registered in England and Wales under number Mondas Consulting Ltd. whose registered office is at 7 Alexandra Road, united kingdom, GU14 6BU (we or us or Service Provider) to the person buying the services (you or Customer).
- 1.2. You are deemed to have accepted these Terms and Conditions when you accept our proposal or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our proposal (the Contract) are the entire agreement between us.
- 1.3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 2. Definitions

**"Affiliate"** means in respect of a party any entity that directly or indirectly Controls or is Controlled by, or is under common Control with another entity;

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England;

**"Cancellation Fee"** has the meaning given to it in clause 5.2;

**"Client"** means the individual(s) and/or organisation(s) to whom Mondas is providing Services;

**"Confidential Information"** means any information (whether written, oral, in electronic form or in any other media) that is disclosed by or on behalf of a party to or otherwise accessed by the other party or its employees, agents and/or subcontractors in connection with the Contract and/or the provision of the Services and that relates (in whole or in part) to the disclosing party, its business, its Affiliates and their respective businesses, including all tangible and intangible information designated as confidential by any party in writing and all other information which may, by its nature, be reasonably regarded as confidential including, but not limited to, in respect of the Client, details of the Client's systems/equipment, procedures, network configuration and topology, passwords, private encryption keys and, in respect of Mondas, details of Mondas methodologies;

**"Consultant"** means the individual(s) provided by Mondas for the performance of the Services, whether they be an employee of Mondas or a Third Party Contractor;

**"Contract"** has the meaning given in this definition;

2.1. In the Contract (except where the context otherwise requires):

- 2.1.1. any words following the terms “including”, “include”, “for example” “must” “shall” or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions; and
- 2.1.2. references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation.

**“Control”** means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and Controls and Controlled shall be construed accordingly;

**“Data Protection Legislation”** means the Data Protection Act 2018 and the General Data Protection Regulation 2016 (“GDPR”) and Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation;

**“Disclosing Party”** has the meaning given to it in clause 10.1

**“Fees”** means Mondas fees for the Services as detailed in the Statement of Works and the relevant Services Module(s), together with all reasonable expenses incurred by the Consultant in relation to the Services;

**“GDPR”** has the meaning set out in the definition of Data Protection Legislation; “GDPR Information Form” has the meaning set out in clause 11.10;

**“Mondas”** means the Mondas legal entity identified in the Statement of Works or, if no such entity is identified, Mondas Consulting Limited registered in England & Wales with company number 06404381;

**“Personal Data”** means personal data (as defined in the Data Protection Act 2018 and, the General Data Protection Regulation (GDPR), to which Mondas may (by or on behalf of the Client) be granted access, during the course of the provision of the Services;

**“Receiving Party”** has the meaning given to it in clause 10.1

**“Services”** means the services to be performed by Mondas in accordance with the Contract as described in the Statement of Works;

**“Terms and Conditions”** means these terms and conditions;

**“Third Party Contractor”** means a third party engaged by Mondas to provide Services to the Client.

2.2. In the Contract (except where the context otherwise requires):

- 2.2.1. any words following the terms “including”, “include”, “for example” or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions; and
- 2.2.2. references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation.

## 3. Services

- 3.1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the proposal, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 3.2. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the proposal; however, time shall not be of the essence in the performance of our obligations.
- 3.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

## 4. Your obligations

- 4.1. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
- 4.2. If you do not comply with clause 10, we can terminate the Services.
- 4.3. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

## 5. Fees

- 5.1. The fees (Fees) for the Services are set out in the proposal and are on a time and materials basis.
- 5.2. In addition to the Fees, we can recover from you
  - 5.2.1. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses,
  - 5.2.2. the cost of services provided by third parties and required by us for the performance of the Services
  - 5.2.3. the cost of any materials required for the provision of the Services.
- 5.3. You must pay us for any additional Services provided by us that are not specified in the proposal in accordance with our then current, applicable daily rate in effect at the

time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional Services.

- 5.4. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## 6. Cancellation and amendment

- 6.1. We can withdraw, cancel or amend a proposal if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the proposal, (unless the proposal has been withdrawn).
- 6.2. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the proposal.
- 6.3. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
- 6.4. If, due to circumstances beyond our Control, including those set out in the clause below (Circumstances beyond a party's Control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

## 7. Payment

- 7.1. We will invoice you for payment of the Fees either:
  - 7.1.1. when we have completed the Services; or
  - 7.1.2. on the invoice dates set out in the proposal.
- 7.2. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
- 7.3. Time for payment shall be of the essence of the Contract.
- 7.4. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 2% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 7.5. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 7.6. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future Services which have been ordered by, or otherwise arranged with, you.

- 7.7. Receipts for payment will be issued by us only at your request.
- 7.8. All payments must be made in British Pounds unless otherwise agreed in writing between us.

## 8. Subcontracting and assignment

- 8.1. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 8.2. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

## 9. Termination

- 9.1. Mondas may at any time immediately suspend the Services terminate the Contract by giving written notice to the Client if you:
  - 9.1.1. commit a material breach of your obligations under these Terms and Conditions and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so; or
  - 9.1.2. fail to make payment of any amount due under the Contract on the due date for payment; or
  - 9.1.3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - 9.1.4. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
  - 9.1.5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

- 9.2. The Client may terminate the Agreement at any time by notice in writing to Mondas to take effect on any date falling at least 1 month later than the date of service of the relevant notice.
- 9.3. Without prejudice to any other right or remedy it might have, the Client may terminate the Agreement by written notice to Mondas with immediate effect if Mondas is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 9.3.1. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 9.3.2. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of Mondas receiving notice specifying the breach and requiring it to be remedied;
  - 9.3.3. becomes insolvent, or if an order is made or a resolution is passed for the winding up of Mondas (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of Mondas' assets or business

## 10. Confidentiality

- 10.1. Each party (the "Receiving Party") shall ensure in respect of all Confidential Information obtained by or on behalf of it from or relating to the other party (the "Disclosing Party") or the Disclosing Party's employees or agents in connection with these Terms or the performance of any Agreement by either party that the Receiving Party:
  - 10.1.1. does not disclose such Confidential Information to any person except to the extent expressly permitted under clause 10.2;
  - 10.1.2. maintains such Confidential Information in confidence and takes all reasonable precautions to prevent any unauthorised disclosure or use of it including taking at least the same steps to protect it as the Receiving Party does with its own confidential information; and
  - 10.1.3. uses such Confidential Information only to perform its obligations or exercise or evaluate its rights under these Terms.
- 10.2. Each party may disclose Confidential Information received by it to those of its (and in the case of the Customer, its Affiliates') employees, sub-contractors and professional advisors who both:

- 10.2.1. need to know it to enable any Agreement to be performed or to enable that party to evaluate or enforce its rights or obligations under these Terms; and
- 10.2.2. are informed of the non-disclosure obligations imposed by this clause 10 and upon whom similar obligations of confidentiality are imposed by that party.
- 10.3. If either party becomes aware of any unauthorised disclosure of the other's Confidential Information, it shall immediately notify the other party and promptly comply with all reasonable requests to prevent further disclosure. These restrictions shall survive the expiry or termination of any Agreement.
- 10.4. Nothing in this clause shall prevent the Customer or its Affiliates from freely using and disclosing the materials supplied to it by or on behalf of the Supplier as part of the Services.

## 11. Data Protection

- 11.1. The parties hereby acknowledge and agree that the Client is a controller and Mondas (or the relevant Affiliate) is a processor (as each term is defined under the Data Protection Legislation) of any Personal Data disclosed by the Client to Mondas (or its Affiliates) for the purposes of the Contract.
- 11.2. Mondas (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:
- 11.3. subject to clause 11.6, process the Personal Data only in accordance with documented instructions from the Client, including with regard to transfers of personal data to a third country or an international organisation;
- 11.4. subject to clause 11.7, obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the Client if the Personal Data may be processed by another person, and shall ensure such processing is governed by a contract or other legal act with obligations equivalent to those set out in the Contract. Mondas shall remain liable to the Client for the performance by the processor of its obligations;
- 11.5. put in place the technical and organisational measures necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse. Mondas will provide its Information Security policy to the Client upon request;
- 11.6. only transfer Personal Data to a third country or international organisation if a finding of adequacy has been made in respect of the relevant country or, in the absence of a finding of adequacy, enter into an EU Commission approved model clause controller to



processor data transfer agreement with the Client, and/or procure that, where relevant, any Affiliate enters into such agreement; and

- 11.7. subject to clause 11.8, Mondas shall assist the Client to comply with its obligations set out in the Data Protection Legislation where the Data Protection Legislation requires Mondas (as processor) to do so, taking into account the nature of processing and the information available to the Mondas. In particular, Mondas shall:
  - 11.7.1. notify the Client if, in Mondas' opinion, an instruction of the Client infringes the Data Protection Legislation;
  - 11.7.2. provide information requested by the Client to enable it to respond to requests to exercise rights of data subjects made pursuant to the Data Protection Legislation as soon as reasonably practicable following receipt of a written request from the Client; and
  - 11.7.3. notify the Client within 2 Business Days of Mondas becoming aware of a breach by Mondas or any of its Affiliates of the Data Protection Legislation. Mondas will investigate any such breach and provide a report to the Client setting out the results of such investigation as soon as reasonably practicable.
- 11.8. The Client accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Contract, Mondas may, from time to time, need to transfer Personal Data to a third country or international organisation. Unless it has informed Mondas otherwise in writing, the Client therefore confirms that it consents to such transfer and that this clause 11.6 constitutes written instructions from the Client for the purposes of clause 11.1
- 11.9. The Client acknowledges and accepts that Third Party Contractors providing Consultants working in a staff augmentation capacity may provide part of certain Services and the Client consents to Personal Data being processed by such Third Party Contractor. Mondas shall ensure that any Third Party Contractors, acting as Mondas's sub-processor, is under a contractual obligation to process the Personal Data in accordance with the Data Protection Legislation, and Mondas will remain liable to the Client for the acts and omissions of such Third Party Contractors as if such acts and omissions were those of Mondas. The client therefore confirms that it consents to such use of the Third Party Contractor and that this clause 11.7 constitutes authorisation from the Client for the purposes of clause 11.3.
- 11.10. Mondas may permit the Client to conduct audits as required pursuant to the Data Protection Legislation. Any audit shall be conducted no more frequently than once a year (unless such audit is being carried out as a result of an actual or suspected breach by Mondas of the Data Protection Legislation in which case there shall be no limit on the number of audits the Client is entitled to conduct) requiring no more than 2 (two)

Business Days' input by Mondas and shall be carried out on no less than 10 (ten) Business Days' notice and during Mondas' usual business hours.

- 11.11. The Client warrants to Mondas (and its Affiliates) that in order to disclose any Personal Data to Mondas (and its Affiliates) and to otherwise allow Mondas (and its Affiliates) to carry out its obligations under and incidental to the Contract, the Client:
  - 11.11.1. has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation;
  - 11.11.2. has fully complied with all of its obligations under the Data Protection Legislation; and
  - 11.11.3. shall not do or omit to do anything that would place Mondas in breach of the Data Protection Legislation, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000 or any other relevant laws.
- 11.12. Pursuant to Article 28 (3) of GDPR, certain information in respect of the processing to be carried out by Mondas on behalf of the Client must be set out in the Contract. To comply with this requirement, the Client shall complete and return such information via a form that is contained within the Statement of Works (the "GDPR Information Form"). If the Client does not complete and return the GDPR Information Form, Mondas will proceed to deliver the Services on the basis that it will not be required to process any Personal Data on behalf of the Client. If such information changes after the Client has completed and returned the GDPR Information Form, the Client shall notify Mondas of such changes by completing and returning a new copy of the GDPR Information Form.
- 11.13. Unless otherwise specified in the relevant Service Module or as otherwise required pursuant to the Data Protection Legislation or other applicable laws, Mondas shall retain the Personal Data for the duration of the Services and for 6 (six) months following completion of the Services. If Mondas is unable, using reasonable endeavours, to delete or destroy any of the Personal Data (including, for example, backup copies of the Personal Data) it shall ensure that such Personal Data is encrypted or protected by security measures so that it is not readily available or accessible by Mondas.
- 11.14. The Client shall immediately notify Mondas if any of the consents is revoked or changed in any way which impacts or may impact on Mondas's rights or obligations under or in connection with the Contract or in any other scenario whereby the Client may no longer lawfully share the Personal Data with Mondas (and its Affiliates) for the purpose of its provision of the Services under this Contract.
- 11.15. The Client shall, at all times during and after the termination or expiry of the Contract, indemnify, keep indemnified and hold harmless Mondas, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on

demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Mondas or its Affiliates as a result of any breach by the Client of its obligations under this clause 11.

## 12. Intellectual property

- 12.1. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

## 11. Liability and indemnity

- 11.1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 11.2. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
- 11.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the proposal for:
  - 11.3.1. any indirect, special or consequential loss, damage, costs, or expenses or;
  - 11.3.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - 11.3.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - 11.3.4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - 11.3.5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 11.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

- 11.5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

## 12. Data Protection

- 12.1. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- 12.2. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 12.3. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 12.4. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 12.5. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- 12.6. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- 12.7. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found The Privacy Policy can be found on our website <https://www.mondasconsulting.com/privacy-policy/>. For any enquiries or complaints regarding data privacy, you can email: [dataprotection@mondas.co.uk](mailto:dataprotection@mondas.co.uk).

## 13. Circumstances beyond a party's control

- 13.1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable Control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a

period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## 14. Communications

- 14.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party). Notices shall be sent to the contact details as the recipient may designate in accordance with the provisions of this clause.
- 14.2. Notices shall be deemed to have been duly given:
  - 14.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - 14.2.2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - 14.2.3. on the fifth business day following mailing, if mailed by national ordinary mail; or
  - 14.2.4. on the tenth business day following mailing, if mailed by airmail.
- 14.3. All notices under these Terms and Conditions must be addressed to the contact details contained within 3.1.
- 14.4. Contact details:

Contact Person: Chris Wilkes-Green  
Mondas Consulting Ltd.  
7 Alexandra Rd,  
North Camp,  
Farnborough  
GU14 6BU  
Telephone No: 01252 494020  
chriswg@mondas.co.uk

## 15. No Waiver

No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## 16. Severance

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## 17. Law and jurisdiction

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## 18. Acceptance

By signing below, the Client signifies its agreement to the Contract with Mondas Consulting Ltd. and agrees to be bound by it:

**For Mondas Consulting Ltd**

**Signature:**

**Name:**

**Position:**

**Date:**

**For FOODHAK**

**Signature:**

**Name:**

**Position:**

**Date:**