

Flint UK Technology Services

Terms & Conditions

Flint UK Technology Services Ltd ("Service Provider") provides specialised technology solutions and ancillary services to business clients. Flint UK Technology Services Ltd (trading as Flint Technology Services), possesses the necessary skills, knowledge, and experience in the technology sector. These Terms and Conditions will govern the provision of services by Flint Technology Services to its clients.

1 Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context requires otherwise, the following expressions have the following meanings:
- **"Agreement"** means the agreement entered into by Flint Technology Services and the Client incorporating these Terms and Conditions, which governs the provision of the Services.
 - **"Business Day"** means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales.
 - **"Client"** means the party procuring the Services from Flint Technology Services, identified in the Agreement.
 - **"Commencement Date"** means the date on which provision of the Services commences, as defined in the Agreement.
 - **"Confidential Information"** means information disclosed by one Party to the other in connection with the Agreement, whether orally, in writing, or any other medium, and regardless of whether it is marked as confidential.
 - **"Fees"** means any and all sums due under the Agreement from the Client to Flint Technology Services, as specified in the Agreement.
 - **"Services"** means the services provided by Flint Technology Services to the Client under the Agreement, fully defined therein.
 - **"Term"** means the duration of the Agreement as defined therein.
- 1.2 References in these Terms and Conditions to:
- **"writing"** includes electronic or facsimile transmissions;
 - **statutes or provisions** include amendments or re-enactments;
 - **"these Terms and Conditions"** refer to these Terms and Conditions as amended or supplemented;
 - **Clauses or paragraphs** refer to those of these Terms and Conditions or the Agreement;
 - **"Party" or "Parties"** refer to the parties to the Agreement.
- 1.3 Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number include the plural and vice versa.
- 1.5 References to any gender include other genders.
- 1.6 References to persons include corporations.

2 Provision of the Services

- 2.1 Flint Technology Services will provide the Service from the Commencement Date throughout the Term.
- 2.2 The Service will be provided with reasonable skill and care, consistent with prevailing standards in the technology sector in the United Kingdom.
- 2.3 Flint Technology Services will follow all reasonable instructions provided by the Client compatible with the Services' specifications.
- 2.4 Flint Technology Services is responsible for compliance with all relevant statutes, regulations, bylaws, and codes of conduct relevant to the Service.
- 2.5 [Flint Technology Services may act on the Client's behalf in certain agreed matters related to the Services, not specified in the Agreement but agreed upon as they arise.]
- 2.6 [Flint Technology Services shall use all reasonable endeavours to accommodate reasonable changes in the Services requested by the Client, subject to Clients acceptance of related adjustments to the Fees.]

3 Project Management

- 3.1 Flint Technology Services shall develop and deliver the final Project Schedule for formal review and acceptance by Client.
- 3.2 Flint Technology Services shall begin no work on Deliverables until Client has provided formal acceptance of Project Schedule.
- 3.3 Flint Technology Services shall assign a Project Manager to be the first point of contact for Client to contact Flint Technology Services for all Deliverables.
- 3.4 Flint Technology Services' assigned Project Manager shall use this final Project Schedule to assess progress, manage deliverables, manage milestones, manage change management issues, and to record the planned events of the project, showing resource, timescales, and milestones.
- 3.5 Flint Technology Services assigned Project Manager shall communicate all Project Schedule dependencies to the Client and document risks and issues associated with successful project completion.
- 3.6 Flint Technology Services assigned Project Manager shall provide weekly project delivery status reports to the Client and participate in regularly scheduled project review meetings or conference calls, as required by the Client.

- 3.7 Upon formal acceptance by the Client of Project Schedule, Flint Technology Services' assigned Project Manager shall provide the Client with a list of designated resources with individual roles and responsibilities related to deliverables.
- 3.8 Flint Technology Services' assigned Project Manager shall manage all Supplier responsibilities for the PO.
- 3.9 Within two Business Days of formal acceptance by the Client of Project Schedule, Flint Technology Services' assigned Project Manager shall provide the Client details of personnel requiring access to the Client, or End Client premises.
- 3.10 Flint Technology Services' assigned Project Manager shall deliver the final end of project report(s), and present the key findings and recommendations, prior to final Client acceptance of Deliverables (Service Completion Certificate) upon project completion. This report shall contain handover information, follow-on actions, lessons learned, and exception reports (if any exceptions exist).
- 3.11 Flint Technology Services' assigned Project Manager shall be Flint Technology Services' prime for change control management.
- 3.12 Flint Technology Services' assigned Project Manager shall escalate any project related issues requiring the Client assistance to the Client's assigned project manager.
- 3.13 Flint Technology Services' assigned Project Manager shall jointly develop milestones and delivery dates with the Client's assigned project manager.

4 Change Control

- 4.1 The Client may propose (in writing) reasonable changes to a SOW that are within the general scope of the SOW; and Supplier will proceed without delay to perform such changes. If any SOW change directly results in a change to the time, place or cost of performance of the SOW, Supplier will, within the response period specified in such request (or within five working days from receipt of request if no response is specified in the request), notify the Client that there will be an impact to the SOW cost or schedule and describe such impact in sufficient detail.
- 4.2 If the parties determine a SOW change materially increases or decreases the cost or time required for performance of the Deliverables, the parties will negotiate in good faith for an equitable adjustment to the SOW, including possible adjustment of prices or delivery schedules.
- 4.3 If the parties do not agree to the cost or time required as a result of a change request, the parties will refer the dispute to escalation in accordance with Section 26 below. The parties will continue to perform their respective responsibilities until termination of the SOW.

5 Client's Obligations

- 5.1 The Client must provide all necessary information for Flint Technology Services to provide the Services.
- 5.2 The Client may give reasonable instructions to Flint Technology Services in relation to the Services. Any such instructions should be compatible with the specifications of the Services provided in the Agreement
- 5.3 The Client must provide timely decisions, approvals, or communications needed by Flint Technology Services to continue the Services.
- 5.4 The Client is responsible for obtaining any necessary consents, licenses or permissions from third parties required for the Services.
- 5.5 If Services require Flint Technology Services to access the Client's controlled locations, the Client must ensure access is available as agreed.
- 5.6 Delays caused by the Client's failure to comply with these provisions are not the responsibility of Flint Technology Services.

6 Fees, Payment, and Records

- 6.1 The Client shall pay the Fees to Flint Technology Services as specified in the Agreement.
- 6.2 Flint Technology Services shall invoice the Client for the Fees due under the Agreement.
- 6.3 All payments required under the Agreement by either party must be made within 30 calendar days of receipt of the invoice. Payments shall be made in Great British Pounds (GBP) cleared funds to a UK bank account designated by Flint Technology Services, without any set off, withholding or deduction except as required by law.
- 6.4 Payments due on non-Business Days will be made on the next Business Day.
- 6.5 Without prejudice to sub-Clause 11.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 6.3 of the Agreement shall incur interest on a daily basis at 5% above the Bank of England rate from the due date until payment is made in full of any outstanding sums.
- 6.6 Both Parties must maintain records and books of account in order to calculate sums payable and allow inspection of these records upon reasonable request.

7 Liability, Indemnity, and Insurance

- 7.1 Flint Technology Services will maintain suitable insurance, including public liability insurance.
- 7.2 If Flint Technology Services fails to provide the Services with reasonable care and skill, it will perform necessary remedial actions at no extra cost to the Client.
- 7.3 Liability for losses or damages caused by negligence or breach of the Agreement by Flint Technology Services is limited to the amount paid for the Services in the preceding six months.
- 7.4 Flint Technology Services is not liable for losses resulting from the Client's failure to follow instructions or for consequential losses.
- 7.5 Flint Technology Services shall not be liable for any consequential loss suffered by the Client as a result of using the services.
- 7.6 Nothing in these Terms and Conditions nor the Agreement shall limit or exclude Flint Technology Services liability for death or personal injury.
- 7.7 Subject to sub-Clause 7.2 of the Agreement Flint Technology Services shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of Flint Technology Services breach of the Agreement.
- 7.8 The Client shall indemnify Flint Technology Services against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by Flint Technology Services) caused by the Client or its agents or employees.
- 7.9 Neither Party is liable for delays or failures in performance resulting from causes beyond their reasonable control.

8 Guarantee

- 8.1 Flint Technology Services guarantees that the Services will be free from defects for a period defined in the Agreement.
- 8.2 Flint Technology Services will rectify any defects in the Services that appear during the guarantee period at no cost to the Client.

9 Confidentiality

9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and 3 years after its termination:

- 9.1.1 keep confidential all Confidential Information;
- 9.1.2 not disclose any Confidential Information to any other party;
- 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 9.1.5 ensure that none of its directors, officers, employees, agents, subcontractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 of the Agreement.

9.2 Either Party may:

- 9.2.1 disclose any Confidential Information to:
 - 9.2.1.1 any sub-contractor or supplier of that Party;
 - 9.2.1.2 any governmental or other authority or regulatory body; or
 - 9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 9.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 7 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

9.3 The provisions of Clause 9 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

10 Force Majeure

- 10.1 Neither Party is liable for failures or delays due to events beyond their reasonable control, such as power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms earthquakes, acts of terrorism, acts of war, governmental actions or any other event that is beyond the control of the Party in question.
- 10.2 [In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.]

11 Term and Termination

- 11.1 The Agreement is effective from the Commencement Date for a specified Term.
- 11.2 Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by giving not less than 30 days written notice to the other at any time prior to the expiry of the Term specified in sub-Clause 11.1 of the Agreement (or any further period for which the Agreement is extended) to extend the Agreement for a further period of 12 months.
- 11.3 Either Party may terminate the Agreement by giving 90 days' notice after the minimum term.
- 11.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 11.4.1 Any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 60 Days of the due date for payment;
 - 11.4.2 The other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 60 Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 11.4.3 An encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 11.4.4 The other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986)
- 11.5 For the purposes of sub-Clause 11.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 11.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12 Effects of Termination

Upon the termination of the Agreement for any reason;

- 12.1 Any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 12.2 All Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 12.3 Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 12.4 Subject as provided in Clause 12 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 12.5 Each Party shall (except to the extent referred to in Clause 9 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

13 No Waiver

- 13.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14 Further Assurance

- 14.1 Each Party shall execute all actions and documents necessary to carry the provisions of the Agreement into full force and effect

15 Costs

- 15.1 Each Party bears its own costs related to the Agreement.

16 Set-Off

- 16.1 Neither Party may set-off sums owed against other claims under any circumstances.

17 Assignment and Sub-Contracting

- 17.1 [Subject to sub-Clause 17.2] The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 17.2 [Flint Technology Services shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of Flint Technology Services.]

18 Time

- 18.1 [All times and dates referred to in the Agreement shall be of the essence of the Agreement.]
- OR
- 18.2 [The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

19 Relationship of the Parties

- 19.1 The Agreement does not create a partnership or joint venture; it is purely a contractual relationship.

20 Non-Solicitation

- 20.1 Neither Party will hire or contract with the other Party's personnel involved in the Agreement during and after its term without written consent.
- 20.2 Neither Party will solicit the other's clients in a manner damaging to the other's business.

21 Third Party Rights

- 21.1 The Agreement does not grant rights to any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 21.2 Subject to Clause 21 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

22 Notices

- 22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- Notices shall be deemed to have been duly given:
 - when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23 Entire Agreement

- 23.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 23.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24 Counterparts

- 24.1 The Agreement can be executed in any number of counterparts, which together form one agreement.

25 Severance

- 25.1 In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

26 Dispute Resolution

- 26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

- 26.2 [If negotiations under sub-Clause 26.1 of the Agreement do not resolve the matter within 60 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.]
- 26.3 [If the ADR procedure under sub-Clause 26.2 of the Agreement does not resolve the matter within 60 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 26.4 The seat of the arbitration under sub-Clause 26.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.]
- 26.5 Nothing in Clause 26 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 26.6 The decision and outcome of the final method of dispute resolution under Clause 26 of the Agreement shall [not] be final and binding on both Parties.

27 Law and Jurisdiction

- 27.1 The Agreement is governed by the laws of England and Wales and is subject to the jurisdiction of its courts.