

## Terms and Conditions

These terms and conditions ("Conditions") apply to and are incorporated into all contracts entered into between Sweethaven Computers Limited (Reg. No. 08501614) ("Sweethaven Computers") and its customers ("the Customer") for the supply of goods and/or services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in the Master Agreement, the Service Contracts and these Conditions:

"Advanced Replacement"	means the Equipment or equivalent (if no direct replacement is available), which will arrive at the Site Address in accordance with the Coverage Hours and the Service Level specified in the relevant Service Contract(s). The Advanced Replacement Service Level commences with Sweethaven Computers' problem diagnosis and determination that a FRU is required and ending when the FRU is delivered to the Site Address. All software, firmware, and configuration related incidents are exempt from this Service Level.
"Master Agreement"	means the master agreement for services entered into by Sweethaven Computers and the Customer incorporating these Conditions pursuant to which all Service Contracts are agreed.
"Confidential Information"	means all information that each party provides to the other which is either expressed to be confidential or by its very nature is confidential including but not limited to know how and trade secrets and the contents of the Master Agreement, the Service Contracts and these Conditions.
"Coverage Hours"	means the hours specified in the relevant Service Contract or, if no hours are specified then, the hours of 8:30am to 6:00pm Monday to Friday excluding bank holidays.
"Enhancement"	means the addition to the Equipment of memory, co-processors, optional cards, manufacturer 's modifications and/or any other changes to the technical specifications or configuration of the Equipment.
"Equipment"	means the Equipment explicitly and specifically listed in the relevant Service Contract which are to be the subject of the Services.
"Fee"	means the charges specified in Clause 9 and the relevant Service Contract together with any additional charges which may become payable pursuant to Clause 5.2.
"Fix"	means the engineer and the FRU will arrive at the Site Address in accordance with the Coverage Hours and the Service Level specified in the Service Contract(s). The Fix Service Level is based on a clearly identifiable hardware failure. For all unidentifiable faults that require further diagnostics the Service Level automatically becomes a Response. All software, firmware, and configuration related incidents are exempt from this Service Level.
"FRU"	means the field replacement unit for the Equipment or equivalent (if no direct replacement is available) delivered to the Site Address as determined by Sweethaven Computers' problem diagnosis procedure.
"Incident"	means an unplanned interruption to the normal operation of the Equipment.
"Integration Period"	means a period of 30 days after the Effective Date (as defined in Clause 2.1 of the Conditions);
"NBD"	means next business day, Monday to Friday, 9:00am to 5:00pm excluding bank holidays.
"Renewal Date"	means the date on which the Term (or any renewal of the Term) Expires.
"Response"	means an engineer onsite service, the engineer will arrive at the Site Address in accordance with the Coverage Hours and the Service Level specified in the relevant Service Contract(s). The Response Service Level commences with Sweethaven Computers problem diagnosis and determination that remedial onsite service is required and ending when the engineer arrives onsite. The FRU is dispatched

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following diagnosis and determination that a FRU is required. All software, firmware, and configuration related incidents are exempt from this Service Level.

"Service Contract"	means the schedules for each Service to be provided by Sweethaven Computers as agreed by the Customer and Sweethaven Computers from time to time in accordance the Master Agreement and these Conditions including for each Service (but not limited to) a Services Schedule (incorporating the Service Level), a Pricing Schedule and an Equipment Schedule (incorporating an explicit and complete list of Equipment at the Site Address).
"Service Commencement Date"	means the date from which Sweethaven Computers is under an obligation to provide a Service to the Customer as specified in the relevant Service Contract.
"Service Level"	means the Service Level relating to Fix, Response, or Advanced Replacement and specified in the relevant Service Contract. For avoidance of doubt all software, firmware, and configuration related incidents are excluded from all Service Levels.
"Services"	means the services described in each Service Contract as agreed by Sweethaven Computers and the Customer (pursuant to the Master Agreement).
"Site Address"	means the address set out in the relevant Service Contract being the location where the Equipment is installed and operated.
"Term"	means the period during which Services are to be provided as referred to in the relevant Service Contract and the "Initial Term" shall be as stated in the relevant Service Contract.
"Updates"	means corrections, by-passes or revisions to the software which add no functionality.
"Upgrades"	means an enhancement to features or capabilities or performance of the Equipment.
"Vendor"	means the original manufacturer of the equipment or software.
"Voucher"	means, an engineer only; remote support or onsite service, no FRU is supplied with the Service Level, explicitly detailed in the relevant Service Contract agreed by the parties.

- 1.2 The headings in these Conditions do not affect its interpretation.
- 1.3 Save where the context otherwise requires, references to Clauses and Schedules are to Clauses in these Conditions and the Service Contracts as defined above.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Where the words include(s), including or in particular are used in these Conditions, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.7 Words in the singular include the plural and in the plural include the singular.

## 2. THE MASTER AGREEMENT AND THE SERVICE CONTRACTS

- 2.1 The Master Agreement between Sweethaven Computers and the Customer (incorporating these Conditions) unless otherwise agreed in writing shall be effective immediately following signature by both parties of a copy of the Master Agreement (the "Effective Date").
- 2.2 On or after the Effective Date where new services are requested by the Customer then:
  - (a) the parties will enter into a separate Service Contract for each new service in accordance with these Conditions;
  - (b) each new Service Contract shall form a separate contract between the parties; and
  - (c) any new Service Contract will be subject to the Master Agreement and incorporate these Conditions. (For the avoidance of doubt the variation of any existing Service Contracts shall be made in accordance with Clause 18 of these Conditions relating to Change Control.)

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- 2.3 In the event that the Customer does not sign the Master Agreement or an individual Service Contract but continues to instruct Sweethaven Computers in relation to Services then such continued Customer instructions shall be deemed acceptance of the provisions of the Master Agreement and relevant Service Contracts (incorporating these Conditions) and accordingly the effective date for the Master Agreement or Service Contract (as applicable) shall be deemed to be the date on which such Customer instructions were received by Sweethaven Computers.
- 2.4 If there is conflict between the terms of a Service Contract and these Conditions then the terms of the Service Contract shall prevail.

### 3. THE SERVICES

- 3.1 Sweethaven Computers warrants that it will perform the Services with reasonable skill and care and will exercise that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.
- 3.2 If there is a failure or deficiency in the supply of the Services by Sweethaven Computers, the Customer shall always notify Sweethaven Computers in writing of the same providing sufficient details of the failure or deficiency and the Customer shall provide Sweethaven Computers with reasonable opportunity to correct such failure or deficiency.
- 3.3 All work carried out shall be acknowledged by the signature of a person holding position of sufficient authority at the time of signing.
- 3.4 The Customer acknowledges that during the Integration Period, Sweethaven Computers requires time to process the Customer's requirements into Sweethaven Computers' framework and procure any additional spares and equipment required to enable Sweethaven Computers to provide the relevant Services. During the Integration Period, the Customer accepts that Sweethaven Computers shall use its reasonable endeavours to provide the Services but any failure by Sweethaven Computers to comply with the Service Levels shall not be deemed a material breach of the Master Agreement during this period.
- 3.5 Save where the Customer has a limited remote support service, if the Services consist of corrective maintenance in respect of faulty Equipment this includes all repairs which may be reasonably necessary including the supply and fitting of replacement parts (chargeable). Those replacement parts may be refurbished or reconditioned parts. An engineer shall attend the Site Address within the times specified in the relevant Service Contract(s) after a request made to Sweethaven Computers has been received in respect of an Equipment fault. When replacement parts are fitted the parts removed shall immediately become the property of Sweethaven Computers. Sweethaven Computers reserves the right to use equipment of a similar or higher specification if exact spares are unavailable for any reason.
- 3.6 In the event that the Customer requires Sweethaven Computers to provide the Services in respect of additional equipment, then such equipment must be added to the relevant Service Contract(s) using the prescribed change process set out in Clause 18 below.
- 3.7 Where the Services include maintenance of the Equipment such maintenance shall be that which is necessary as a result of fair wear and tear only. Sweethaven Computers will not be responsible for the repair or replacement of any consumable items and any such requests will be subject to additional charges at Sweethaven Computers' prevailing rates. For the purposes of this Clause "consumables" include (but are not limited to) the following: drum cartridge ribbons; toner cartridges; paper; collector units / bottles; paper separator belts; maintenance kits; ozone filters; developer kits; print heads; fuser units; print wheels; ink bottles/ink; ribbon masks; transfer belts; print shields; ink cartridges; print bands; batteries; cathode ray tubes; laptop or notebook screens and hinges; all cables of any type; server storage, tape, and backup drives; screws, fittings, and brackets; monitors, displays or VDU's; all peripherals (a peripheral is a device attached to a host computer behind the chipset whose primary functionality is dependent upon the host, and can therefore be considered as expanding the hosts capabilities, while not forming part of the systems core architecture; and, terminal/PC accessories such as: screen filters, mouse mats, holsters, monitor arms.
- 3.8 In the event of a Service Contract being agreed at any time subsequent to the sale or delivery of the Equipment to the Customer by or on behalf of Sweethaven Computers or where the Customer has installed any Equipment themselves Sweethaven Computers reserve the right to undertake an inspection of such Equipment and commission a report by a Sweethaven Computers engineer, accordingly:
- (a) if Sweethaven Computers does not require an inspection or if the inspection reveals the Equipment to be in working order – such Equipment shall be duly included within the Services provided that any subsequent fault calls in relation to such Equipment which are the result of incorrect set-up and configuration of such Equipment shall not be covered by the Master Agreement and any remedial



work will be carried out by Sweethaven Computers at Sweethaven Computers' rates in force at that time; or

- (b) if the inspection by Sweethaven Computers reveals, in the sole opinion of Sweethaven Computers' engineer, that the Equipment is in need of repair or reconfiguration - Sweethaven Computers shall notify the Customer and, if the Customer requires, Sweethaven Computers shall carry out such repair/reconfiguration work. The inspection and repair/reconfiguration work shall be charged to the Customer at the then applicable prevailing rates and any parts supplied shall be charged based on the then current prices.

Sweethaven Computers shall not be obliged to provide the Services in respect of such Equipment until the foregoing conditions of this Clause 3.8 have been complied with to Sweethaven Computers' satisfaction.

- 3.9 Where repairs cannot be effectively conducted at the Site Address, Sweethaven Computers reserves the right to install loan equipment of similar specification whilst repairs are conducted.
- 3.10 If loan equipment is installed, Sweethaven Computers will use reasonable endeavours to ensure that the repair works are completed within 21 days.
- 3.11 Sweethaven Computers is required, at all times, to comply with Vendor's rules, regulations, guidelines and definitions in relation to commissioning and/or use of equipment and software and the Customer agrees to comply with such Vendor requirements and acknowledges and agrees that it is the Customer's responsibility to familiarise itself and comply with the such Vendor requirements.
- 3.12 For NBD Service Level the cut off for delivery of any items to Sweethaven Computers is 3:30pm on the previous day (Monday - Friday, 8:30am-6:00pm).
- 3.13 Sweethaven Computers shall not be responsible for any costs or losses incurred by the Customer or for Service delays resulting from delayed or failed courier deliveries.
- 3.14 Sweethaven Computers are not responsible for the security of the customer's equipment whilst attending site. The customer's equipment is only considered to be in the care of Sweethaven Computer in relation to security when it is signed out from the customer's premises.
- 3.15 Software and firmware are included in the Services when specified in the relevant Service Contract(s) but are exempt from the Service Level and the Customer agrees that Sweethaven Computers will be entitled to charge the Customer additional charges, at its prevailing rates, for time which in the reasonable opinion of Sweethaven Computers it spends in relation to or on account of any of the following: data restoration and/or re-establishment; installation and configuration of software on new or replacement hardware or devices; training; upgrades and/or updates of any kind; unauthorised use of the software; inadequate back-up procedures; providing Services to the Customer in circumstances where any reasonably skilled and competent system administrator would have judged the Customer's request to have been unnecessary; providing the Services to the Customer where such support would in Sweethaven Computers' reasonable opinion have been unnecessary if the Customer had implemented and installed any Update(s) supplied or offered to the Customer; providing the Services outside the Coverage Hours; or providing any other Services not covered herein.
- 3.16 Software, firmware, operating system, application, data or configuration file restorations do not constitute part of the Service Level. Reasonable endeavours will be made to restore any software, firmware, operating system and/or applications, assuming that they are listed in the relevant Service Contract(s) and have been made readily available to Sweethaven Computers.
- 3.17 Sweethaven Computers is not responsible for the security or integrity of any software, firmware, operating system, application, data or configuration file supplied by the Customer.
- 3.18 No representation or warranty is given by Sweethaven Computers with regard to software and firmware that is included in the Services or that any faults will be fixed or that they will be fixed in accordance with the Service Levels.

#### **4. CARE OF EQUIPMENT**

- 4.1 The Customer shall at its own expense provide Sweethaven Computers with full and prompt access to the Equipment to enable Sweethaven Computers to provide the Services.
- 4.2 The Customer shall take care of the Equipment and will operate it in a suitable environment as recommended by the manufacturers of the Equipment.
- 4.3 The Customer shall operate the Equipment with a suitable stable power supply free from surges and fluctuations as recommended by the manufacturers of the Equipment.

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- 4.4 Alterations shall not be made to or parts fitted or adjustments made or repairs carried out to any parts of the Equipment by the Customer without prior notification to Sweethaven Computers and written assurances given by the Customer that the alterations will be compliant with manufacturer's guidelines and if the Customer does not comply with the terms of this Clause then the item so altered shall be excluded from the Services with no refund of the corresponding Fee.
- 4.5 Sweethaven Computers shall not be liable or accountable for:
- (a) any failure of the Customer or any of its employees to comply with the terms of the Master Agreement, the Service Contracts or these Conditions or any user manual or other documentation supplied by Sweethaven Computers or the Vendor;
  - (b) visits to premises other than the Site Address;
  - (c) any use of the Equipment by the Customer in conjunction with any other equipment or any software not previously approved by Sweethaven Computers;
  - (d) electrical work external to the Equipment;
  - (e) maintenance of equipment not forming part of the Equipment or of accessories to the Equipment not supplied by Sweethaven Computers;
  - (f) the attachment or removal of accessories, attachments or other devices by the Customer or a third party;
  - (g) the supply and fitting of consumable accessories such as ribbons, tapes or disks;
  - (h) painting, refurbishing or cleaning the exterior of the Equipment;
  - (i) reconditioning or replacement of the Equipment or parts thereof;
  - (j) placing the Equipment into proper working condition at the commencement of the Term if the Equipment has not been supplied by Sweethaven Computers;
  - (k) relocation of the Equipment;
  - (l) the installation of an operating software upgrade or any other work in relation to any firmware/software loaded onto the Equipment or used by the Customer in conjunction with the Equipment;
  - (m) use of inappropriate software in conjunction with the Equipment;
  - (n) wilful damage to or negligent use of the Equipment;
  - (o) providing the Services outside the Coverage Hours;
  - (p) repair of damage which in Sweethaven Computers' reasonable opinion results from :-
  - (q) accident, transportation, neglect or misuse of the Equipment during the Term; or
    - (i) modifications to the Equipment made during Term without prior notification to Sweethaven Computers; or
    - (ii) unauthorised attempts by or on behalf of the Customer to repair the Equipment, failure or surge of electrical power, or failure of air conditioning or humidity control.

## 5. UPGRADES AND ENHANCEMENTS

- 5.1 Where Upgrades or Enhancements are made to the Equipment by Sweethaven Computers they shall be deemed to be included in the definition of "Equipment" in Clause 1.1 and shall become subject to the terms of the Master Agreement and be included in the Service for the unexpired Term from the date of the Upgrade or Enhancement.
- 5.2 The Fees shall be increased to such sum as Sweethaven Computers shall require to take account of the Upgrade or Enhancement referred to in Clause 5.1 above.
- 5.3 The Customer shall immediately notify Sweethaven Computers in writing of any Enhancement or Upgrade made to any equipment or software which is installed by any third party.
- 5.4 Upgrades and Enhancements made to the Equipment pursuant to Clause 4.3 shall be included within the definition of "Equipment" in Clause 1.1 only after a report prepared by an engineer of Sweethaven Computers on the effect of the Upgrade or Enhancement on the Equipment has been produced and Sweethaven Computers has confirmed it is satisfied with the report at which point such third party Upgrades or Enhancements shall become subject to the Service. Sweethaven Computers reserves the right to exclude any

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such third party Upgrades or Enhancements from becoming subject to the terms of the Service at its complete discretion.

- 5.5 The inspection and report referred to in Clause 5.4 shall be charged to the Customer at the rate specified by Sweethaven Computers from time to time and shall be paid in addition to the sum referred to in Clause 5.2.

## **6. SWEETHAVEN COMPUTERS SOFTWARE**

- 6.1 Where the Services include Customer access to Sweethaven Computers' proprietary software including (but not limited to) the Sweethaven SMART product ("Sweethaven Computers Software") then access to such Sweethaven Computers Software is provided in accordance with this Clause 6.
- 6.2 During the Term of the Master Agreement Sweethaven Computers grants to the Customer a non-exclusive licence use or access the Sweethaven Computers Software in so far as is necessary to benefit from the Services provided under the Master Agreement.
- 6.3 Sweethaven Computers reserve the right to terminate the above licence and disable access to any hyperlink, user identification code or password, at any time, if in Sweethaven Computers' reasonable opinion the Customer has failed to comply with any of the provisions of this Clause 6 and in any event such licence will terminate and access disabled on termination of the Master Agreement for whatever reason.
- 6.4 The Customer must treat any access hyperlink, user identification code, password or any other piece of information provided to it as part of Sweethaven Computers security procedures as confidential and must not disclose it to any third party.
- 6.5 Sweethaven Computers does not guarantee that Sweethaven Computers Software will be secure or free from bugs or viruses.
- 6.6 The Customer is responsible for configuring and maintaining its operating environment in order to use and/or access Sweethaven Computers Software and install and maintain suitable virus protection software.
- 6.7 The Customer must not misuse Sweethaven Computers Software by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 6.8 The Customer must not attempt to gain unauthorised access to Sweethaven Computers Software website portals, the server on which any Sweethaven Computers Software is stored or any server, computer or database connected to Sweethaven Computers Software portal. In the event of such a breach, the Customer's right to use Sweethaven Computers Software will cease immediately.
- 6.9 The Customer shall:
- (a) not copy Sweethaven Computers Software or any associated documentation except where such copying is incidental to normal use of Sweethaven Computers Software or where it is necessary for the purpose of back-up or operational security;
  - (b) not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify Sweethaven Computers Software or documentation
  - (c) not make alterations to, or modifications of, the whole or any part of the Sweethaven Computers Software nor permit Sweethaven Computers Software or any part of it to be combined with, or become incorporated in, any other programs;
  - (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Sweethaven Computers Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Sweethaven Computers Software with another software program, and provided that the information obtained by you during such activities:
  - (e) ensure that Sweethaven Computers software is not used to create any software which is substantially similar to the Sweethaven Computers Software;
  - (f) keep all copies of Sweethaven Computers Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of Sweethaven Computers Software;
  - (g) supervise and control use of Sweethaven Computers Software and ensure that Sweethaven Computers Software is used by the Customer's employees and representatives in accordance with the terms of this Clause 6.



- 6.10 If the Customer knows or suspect that anyone other than the Customer (its officers or employees) knows the Customer's access hyperlink, user identification code or password, the Customer must promptly notify Sweethaven Computers.

## **7. DOMAIN NAMES AND IP ADDRESSES**

- 7.1 If the Customer instructs Sweethaven Computers to obtain a domain name for the Customer, Sweethaven Computers shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority and the Customer agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof).
- 7.2 Sweethaven Computers gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer, and the domain name shall form the Customer's intellectual property for the purposes of these Conditions.
- 7.3 If Sweethaven Computers licences to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to Sweethaven Computers after termination of the relevant Service Contract for any reason whatsoever, whereupon the Customer shall cease using the address. At any time after such termination, Sweethaven Computers may re-assign the address to another user.

## **8. CUSTOMER'S RESPONSIBILITIES**

- 8.1 The Customer shall:
- (a) provide Sweethaven Computers (and its agents and sub-contractors) with such information, co-operation, assistance, facilities and computer resources as it reasonably requires enabling it to perform the Services;
  - (b) prepare the Site Address for installation of the Equipment to be worked on by Sweethaven Computers to Sweethaven Computers' reasonable satisfaction;
  - (c) ensure that appropriate safety and security systems and procedures (including the back up of data) are maintained and enforced to prevent unauthorised access or damage to any and all Services, the Customer's operating environment and related networks or resources and the Customer's data, in accordance with Good Industry Practice;
  - (d) return faulty Equipment to Sweethaven Computers within 7 working days, and in the event the Equipment is not returned within this time period Sweethaven Computers may charge the Customer for that Equipment;
  - (e) give prompt attention to any matter raised by Sweethaven Computers relating to Customer's obligations and the performance of the Services;
  - (f) comply with any laws and regulations applying to the Customer's business;
  - (g) promptly implement recommendations by Sweethaven Computers in respect of remedial actions (whether prior to or following an incident) and
  - (h) confirm that it owns or will obtain valid licences of all Intellectual Property, commercial off-the-shelf products or software developed under license which are necessary to grant Sweethaven Computers access to and use of the software for the purpose of fulfilling its obligations under the Master Agreement.
- 8.2 To the extent that the Customer does not fulfil its responsibilities under the Master Agreement, then (without prejudice to Sweethaven Computers' other rights and remedies), the Customer acknowledges and agrees that:
- (a) Sweethaven Computers reserves the right to charge the Customer for resources assigned to performing the Services even if not utilised;
  - (b) Sweethaven Computers reserves the right to change the scope of the Services or any timetable for their performance (provided Sweethaven Computers shall consult with the Customer and act reasonably in doing so);
  - (c) Sweethaven Computers' Fees and any estimates may be affected; and
  - (d) Sweethaven Computers will be relieved of its obligations to the Customer under the Master Agreement and/or the relevant Service Contract(s) to the extent that Sweethaven Computers is prevented from performing the Services in accordance with the relevant Service Contract(s).



**9. FEES**

- 9.1 The Fee's payable by the Customer to Sweethaven Computers shall be as specified in the relevant Service Contract(s) and shall be subject to Value Added Tax at the prevailing rate where applicable. Software fees are payable annually in advance. The Customer and Sweethaven Computers acknowledge that software contracts can take up to 60 days to be processed with the Vendors.
- 9.2 Sweethaven Computers reserves the right to charge an additional Fee in relation to the provisions of any of the Services if (in the opinion of Sweethaven Computers) the Services are required by the Customer as the result of any misuse or neglect of or accident to the Equipment or due to the Customer not adhering to Clauses 4.1 to 4.4 (inclusive) or other third party hardware related problems.
- 9.3 Sweethaven Computers reserves the right to charge an additional Fee for a maintenance call to the Equipment that has been moved to a new location and not installed by Sweethaven Computers if Sweethaven Computers shall reasonably determine that the problem was caused by the transportation or re-installation of the system.
- 9.4 In the event of additional Fees becoming due, those fees will be charged at such rates as Sweethaven Computers shall from time to time specify.
- 9.5 Any invoices rendered by Sweethaven Computers shall be paid by the Customer in full (without any set off or other deduction) within 30 days of the date of the invoice unless it has been agreed that the Customer pays on a monthly or quarterly basis, and which case, payment will be due 7 days from the date of invoice.
- 9.6 In the event of the Customer booking time and materials installation work but subsequently cancelling the same (whether temporarily or indefinitely) then the following cancellation charges shall immediately become due and payable by the Customer to Sweethaven Computers:
- (a) Where cancellation is within 24 hours of work commencing – 75% of invoice value;
  - (b) Where cancellation is within 48 hours of work commencing - 50% of invoice value; or
  - (c) Where cancellation is excess 96 hours of work commencing - 25% of invoice value.
- 9.7 If payment is not made on the due date, Sweethaven Computers shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the base rate from time to time of the Barclays Bank Plc from the due date until the outstanding amount is paid in full.
- 9.8 In addition to Sweethaven Computers' other rights, it may (by notice in writing) suspend the provision of the Services and/or terminate the relevant Service Contract if any invoice raised by Sweethaven Computers is overdue.
- 9.9 All sums payable to Sweethaven Computers under the Master Agreement (and all Service Contracts pursuant to it) shall become due immediately on termination of the Master Agreement, despite any other provision. This Clause 9.9 is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.
- 9.10 Sweethaven Computers may, without prejudice to any other rights it may have, set off any liability of the Customer to Sweethaven Computers against any liability of Sweethaven Computers to the Customer.

**10. LIMITATION OF LIABILITY**

- 10.1 This Clause 10 sets out the entire financial liability of Sweethaven Computers (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- (a) any breach of the Master Agreement, the Service Contracts and/or these Conditions;
  - (b) any use made by the Customer of the Services, the Equipment or any part of them; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Services.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
- 10.3 Nothing in these Conditions limits or excludes the liability of Sweethaven Computers:
- (a) (for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Sweethaven Computers.
- 10.4 Subject to Clause 10.2 and Clause 10.3, Sweethaven Computers shall not be liable for:

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- (a) loss of profits; or
  - (b) loss of business; or
  - (c) depletion of goodwill and/or similar losses; or
  - (d) loss of goods; or
  - (e) loss of contract; or
  - (f) loss of use; or
  - (g) loss of corruption of data or information; or
  - (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 Sweethaven Computers' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of each Service shall be limited to the total price paid by the Customer in respect of that Service under the relevant Service Contract.
- 10.6 Sweethaven Computers is not liable for Vendors' defects or damage or loss resulting from use Vendors' equipment or software.
- 10.7 Sweethaven Computers shall have no liability to any end-user (whether defined in the Service Contracts or not) with whom the Customer contracts with in connection with any goods or services provided to such end-user, and the Customer shall indemnify and keep indemnified Sweethaven Computers in respect of any claims, demands, liabilities, costs, actions, damages, legal fees and expenses incurred by Sweethaven Computers in respect of any matters arising therefrom.
- 10.8 The provisions of this Clause 10 shall survive termination of the Master Agreement or any individual Service Contract.

## **11. EXIT ASSISTANCE**

- 11.1 Sweethaven Computers shall, on request from the Customer, prepare or update a detailed plan for the orderly transition of the Services from Sweethaven Computers to the Customer or its nominated replacement supplier ("Exit Plan").
- 11.2 The Customer may, at any time before termination of the Master Agreement, for any reason, request Sweethaven Computers provide the transition services or otherwise to offer reasonable assistance in transitioning the Services to a replacement supplier (by providing the transition services) in accordance with the Exit Plan. Sweethaven Computers will, in consideration of a reasonable fee (to be agreed in advance), provide such transition services for a maximum period of three months, or until termination of the Master Agreement in accordance with Clause 12, whichever is later.

## **12. THE TERM, SERVICE CANCELLATION AND TERMINATION**

- 12.1 Subject to the remaining provisions of this Clause 12, the Master Agreement shall commence on the Effective Date (as defined in Clause 2.1) and shall continue in full force unless terminated earlier in accordance with these Conditions.
- 12.2 Each of the Services shall be provided from Start Date for the Initial Term (both as defined in the relevant Service Contract(s)) and on expiry of the Initial Term each Service shall automatically renew for a period of time equivalent to the Initial Term (the "Renewal Term") and shall continue unless written notice to terminate a Service is received by Sweethaven Computers from the Customer no later than 30 days before the expiry of the Initial Term or 30 days before the expiry of each subsequent Renewal Term (as applicable).
- 12.3 For the avoidance of doubt on termination of Master Agreement, howsoever arising, each Service Contract then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the then current Initial Term or Renewal Term (as applicable) of such Service, unless earlier terminated in accordance with the terms of the relevant Service Contract subject to these Conditions.
- 12.4 The Customer shall give Sweethaven Computers at least 30 days' notice in writing prior to the removal of any Equipment from the location specified as the Site Address. Should the proposed relocation site of the Equipment be unacceptable to Sweethaven Computers for maintenance purposes, Sweethaven Computers reserves the right to terminate the relevant Service Contract and the Master Agreement without any liability to the Customer, with effect from the date of removal of the Equipment.
- 12.5 Without prejudice to any other right or remedy contained in these Conditions or otherwise, Sweethaven Computers may terminate the Master Agreement and/or any individual Service Contract(s) immediately without liability to the Customer.

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- (a) in the event of the non-payment by the Customer of any sums due to Sweethaven Computers on the due date for payment pursuant to a Service Contract; or
  - (b) if any of the provisions contained in Clauses 4, 6 or 8 are materially breached; or
  - (c) if the Customer shall be liquidated wound up or have a petition for winding up presented against it or have its assets sequestrated or pass a resolution for winding up or summon a meeting to pass any such resolution or have a Receiver or Administrator appointed or if the Customer shall convene a meeting of his or its creditors or execute a Deed of Trust or Assignment in favour of or enter into or attempt to enter into any arrangement or composition with his or its creditors or if any steps should be taken to levy a distress or if a distress should be levied or threatened to be levied on any goods of or in the possession of the Customer of rent rates or taxes or if any steps should be taken by a judgement creditor of the Customer to levy execution or other legal process upon the goods of or in the possession of the Customer; or
  - (d) subject to sub-Clause 12.5(b), the Customer commits a material breach of any of the material terms of the Master Agreement or a Service Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of such breach; or
  - (e) the Customer repeatedly breaches any of the terms of the Master Agreement or a Service Contract 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 of the Master Agreement or the relevant Service Contract; or
  - (f) the Customer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
  - (g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Customer; or
  - (h) a floating charge holder over the assets of the Customer has become entitled to appoint, or has appointed, an administrative receiver; or
  - (i) a person becomes entitled to appoint a receiver over the assets of the Customer, or a receiver is appointed over the assets of the Customer; or
  - (j) if the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 12.6 The termination of the Master Agreement or a Service Contract (whether under this Clause or otherwise) shall not relieve either party of any obligation already incurred under the Master Agreement or such Service Contract (as applicable) and failure by Sweethaven Computers in any one or more instances to terminate the Master Agreement or any individual Service Contract on account of any default or breach by the Customer shall not constitute a waiver of the same or of any default or breach.
- 12.7 Notwithstanding any other provision of the Master Agreement or these Conditions, Sweethaven Computers reserves the right to terminate the Master Agreement or any Service Contracts for any reason or no reason, at any time with 30 days' notice without liability to the Customer or any other party.
- 12.8 Upon the termination or expiry of the Master Agreement or any individual Service Contract, however caused:
- (a) the Customer shall pay all Fees and other charges payable (including the Fees set out in the Service Contracts in their entirety and whether or not invoiced) forthwith without deduction or set off any such amounts; and
  - (b) the Customer shall promptly return all of Sweethaven Computers' Equipment to Sweethaven Computers or at Sweethaven Computers' direction. If the Customer fails to do so, then Sweethaven Computers may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.
- 12.9 The provisions of this Clause 12 shall survive termination of the Master Agreement or any individual Service Contract pursuant to the Master Agreement.

### **13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 13.1 The Customer shall keep in strict confidence all technical or commercial intelligence, information, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Sweethaven Computers, its employees, agents, consultants or subcontractors and any other confidential information concerning Sweethaven Computers' business or its products which the Customer may obtain.

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- 13.2 The Customer may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or Subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Master Agreement and/or the Service Contracts(s); and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
- 13.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Clause 13.
- 13.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Master Agreement and/or the Service Contracts(s).
- 13.5 Each party shall, on written request, either return or destroy the other's Confidential Information in its possession, except that each party shall be entitled to keep copies or records for archive purposes (and such copies shall continue to be Confidential Information).

#### 14. INTELLECTUAL PROPERTY

- 14.1 The Customer warrants to Sweethaven Computers that the performance of the Services by Sweethaven Computers will not in any way constitute an infringement or other violation of any Intellectual Property Right of any third party.
- 14.2 The Customer acknowledges and agrees that, as between the parties, Sweethaven Computers and/or its licensors own all intellectual property in all materials connected with the Services and in any material developed or produced in connection with the Services by Sweethaven Computers, its officers, employees, subcontractors or agents. Except as expressly stated herein, the Conditions do not grant the Customer any rights to such intellectual property.
- 14.3 All materials, equipment and tools, drawings, specifications and data supplied by Sweethaven Computers to the Customer (including Sweethaven Computers' Equipment) shall, at all times, be and remain as between Sweethaven Computers and the Customer the exclusive property of Sweethaven Computers, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Sweethaven Computers, and shall not be disposed of or used other than in accordance with Sweethaven Computers' written instructions or authorisation.

#### 15. FORCE MAJEURE

- 15.1 A party, provided that it has complied with the provisions of Clause 15.3, shall not be in breach of these Conditions, nor liable for any failure or delay in performance of any obligations under these Conditions (and, subject to Clause 15.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:
- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
  - (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
  - (c) terrorist attack, civil war, civil commotion or riots;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
  - (f) fire, explosion or accidental damage;
  - (g) loss at sea;
  - (h) adverse weather conditions;
  - (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
  - (j) any labour dispute, including but not limited to strikes, industrial action or lockouts;
  - (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Clause); and
  - (l) interruption or failure of utility service, including but not limited to electric power, gas or water.
- 15.2 The corresponding obligations of the other party will be suspended to the same extent.



- 15.3 Any party that is subject to a Force Majeure Event shall not be in breach of these Conditions provided that:
- (a) (it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
  - (b) it has used reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under these Conditions in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 15.4 If the Force Majeure Event prevails for a continuous period of more than two months, either party may terminate the relevant Service Contract(s), or, where all Services under the Master Agreement are affected by the Force Majeure event then either party terminate the Master Agreement by giving seven days written notice to the other party. On the expiry of this notice period, the Service Contract(s) and/or Master Agreement (as applicable) will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Master Agreement, the Service Contracts or these Conditions occurring prior to such termination.

**16. ENTIRE AGREEMENT**

- 16.1 The Master Agreement, the Service Contracts and these Conditions together with any documents referred to constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Master Agreement and the Service Contracts respectively.
- 16.2 Each party acknowledges that, in entering into the Master Agreement, the Service Contracts and the documents referred to in them, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to the agreement or not) other than as expressly set out in these Conditions or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in these Conditions.
- 16.3 Nothing in this Clause shall limit or exclude any liability for fraud.
- 16.4 Sweethaven Computers may terminate the Master Agreement and all the then current Service Contract(s) with immediate effect where any party is proved to be offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign or public official in connection with the Services contrary to the Bribery Act 2011.
- 16.5 It is acknowledged that Sweethaven Computers promotes its services by means of promotional and sponsored events where customer and supplier interaction is invited to attend this in no way constitutes any bribe, offering or promise.

**17. DATA PROTECTION**

- 17.1 The Customer acknowledges and agrees that details of the Customers name, address and payment record may be submitted to a credit reference agency, and personal data in relation to the Customer, and where that Customer is a company or business, any personal data in relation to its employees, which is provided by the Customer to Sweethaven Computers, will be processed by and on behalf of Sweethaven Computers.
- 17.2 Where the Customer provides personal data to Sweethaven Computers in relation to the Customer's employees, end-users or other individuals, Sweethaven Computers receives the information as a "Data Processor" only (as defined in the Data Protection Act 1998) and the Customer warrants that it is not in breach of any statutes, other legal requirement or contractual obligation in relation to that personal data, and the Customer shall indemnify Sweethaven Computers in respect of any action brought against Sweethaven Computers in relation to the provision or processing of such personal data.

**18. CHANGE CONTROL**

- 18.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 18.2 If either party requests a change to the scope or execution of the Services, Sweethaven Computers shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) (the likely time required to implement the change;
  - (b) any necessary variations to Sweethaven Computers' charges arising from the change;
  - (c) the likely effect of the change on the Service Levels; and
  - (d) any other impact of the change on the Master Agreement or the relevant Service Contract(s).
- 18.3 If the Customer wishes Sweethaven Computers to proceed with the change, Sweethaven Computers has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the





Services, the relevant Service Levels and any other relevant terms of the Service Contract(s) to take account of the change and the Master Agreement or the Service Contracts (as applicable) have been varied in accordance with Clause 19.5.

- 18.4 Notwithstanding Clause 18.3, Sweethaven Computers may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If Sweethaven Computers requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

**19. GENERAL**

- 19.1 The Customer shall not assign or transfer its rights or obligations under the Master Agreement or the Service Contracts(s) without the prior written consent of Sweethaven Computers and any such assignment or transfer shall not excuse either party from liability for the due performance and observance of any provision expressed herein on their part to be observed or performed up to the date of assignment or transfer. The consent of Sweethaven Computers shall not be unreasonably withheld. Sweethaven Computers shall be entitled to assign or transfer the benefit of the Master Agreement and/or the Service Contracts.
- 19.2 Sweethaven Computers reserves the right to sub-contract all or any part of the supply of the Services to third parties.
- 19.3 The Customer hereby waives all and any existing and future claims and rights of set off against any payment due hereunder and agrees to pay the Fees and other amounts due hereunder regardless of any equitable set off or cross claim the Customer may have against Sweethaven Computers.
- 19.4 The invalidity or unenforceability of any particular provision of these Conditions shall not affect the other provisions hereof and these Conditions shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
- 19.5 Subject to Clause 18.4, no variation of the Master Agreement or the Service Contracts (or of any of the documents referred to in them including these Conditions) shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 19.6 Any notice to be given under the Master Agreement or the Service Contract(s) shall be in writing and shall be sent by first class mail or by facsimile or e-mail (confirmed by first class mail), to the address of the relevant party set out in the Master Agreement or such other address, email or facsimile number as that party may from time to time notify to the other party in accordance with this Clause. Notices sent in accordance with this Clause shall be deemed to have been received 2 working days after the day of posting (in the case of first class mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted), or next working day after sending (in the case of e-mail). In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and the transmission was confirmed.
- 19.7 No term of these Conditions is intended expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party. No such third party (whether or not in existence at the date of the Master Agreement or the relevant Service Contract(s) is named or described herein. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law.
- 19.8 The Master Agreement and the Service Contract(s) and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

## DATA PROTECTION SCHEDULE

### AGREED TERMS

#### 1 INTERPRETATION

- 1.1 In this Schedule, capitalised words shall unless varied below have the meaning given to them in the General Terms and Conditions. In addition, the following definitions apply to this Schedule:

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

**"General Terms and Conditions"** means Sweethaven's general terms and conditions applicable to this Contract

**"Personal Data"** means personal data supplied by You to Us pursuant to the Services.

**"Security Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed

**"Services"** has the meaning given to it in the General Terms and Conditions

- 1.2 **"Data subject", "personal data", "processing" and "appropriate technical and organisational measures"** shall bear the meanings given to those terms respectively in the DPA and, from 25 May 2018, the GDPR.

- 1.3 In this Schedule, all clauses within the General Terms and Conditions shall apply alongside and in addition to those clauses set out below. Unless otherwise specified in this Schedule, all clause references shall be to clauses contained in this Schedule.

#### 2 DATA PROCESSING

- 2.1 We shall process the Personal Data in compliance with Your documented instructions from time to time unless We are required to do otherwise by law in which case We shall inform You about that legal requirement before processing, unless We are prohibited by law to do so on grounds of public interest.

- 2.2 The parties agree that the subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of data subject are set out in Appendix 1.

#### 3 AUDIT

- 3.1 We shall keep at Our normal place of business records relating to the processing of the Personal Data insofar as it is necessary to demonstrate compliance with Our obligations under this Schedule ("**Records**").

- 3.2 We shall permit You, on reasonable notice, to gain access to and take copies of, the Records at Our premises and inspect those Records provided that:

3.2.1 such Records shall only be made available to the extent the same is necessary for Us to discharge Our obligations pursuant to the GDPR (and, in particular, Article 28(3)(h) of the GDPR); and

3.2.2 You shall use the Records for no other purpose except the purpose of auditing Our compliance with Our obligations under this Schedule only;

3.2.3 You shall carry out such inspection as soon as possible after the Records have been made available to you and then return copies of the same to Us as soon as possible after completion of such inspection; and

3.2.4 You shall exercise Your rights under this clause 3 with as little disturbance to Our business operations as possible.



#### 4 SECURITY BREACH

- 4.1 If We become aware of a Security Breach relating to the Personal Data, then We shall, without undue delay, notify You of the same.

#### 5 OUR PROCESSING OBLIGATIONS

- 5.1 For the purposes of Article 28 of the GDPR (*Processor*) We agree that:
- 5.1.1 We shall not engage another processor unless in accordance with clause 8;
  - 5.1.2 all persons authorised to process the Personal Data have entered into a binding contractual agreement with Us to ensure that the Personal Data remains confidential at all times or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;
  - 5.1.3 We shall, taking into account the nature of the processing, assist You by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of Your obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR provided that any costs incurred in relation to such assistance shall be borne exclusively by You;
  - 5.1.4 We shall assist You in ensuring compliance with the obligations pursuant to Articles 32 (*Security of processing*) to Article 36 (*Prior consultation*) of the GDPR taking into account the nature of processing and the information available to Us and provided that any costs incurred in relation to such assistance shall be borne exclusively by You; and
  - 5.1.5 at Your option, We shall delete or return all of the Personal Data to You after the end of the Term, and shall delete existing copies unless any provision of the Privacy and Data Protection Requirements requires storage of the Personal Data.

#### 6 WARRANTIES

- 6.1 Each party warrants to the other that it will process the Personal Data in compliance with the Privacy and Data Protection Requirements.
- 6.2 Without prejudice to clause 6.1, We warrant that:
- 6.2.1 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate:
    - 6.2.1.1 the pseudonymisation and encryption of the Personal Data;
    - 6.2.1.2 the ability to ensure the on going confidentiality, integrity, availability and resilience of processing systems and Services;
    - 6.2.1.3 the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
    - 6.2.1.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

#### 7 EFFECT OF TERMINATION

- 7.1 On any termination of the Contract for any reason or expiry of the Term We shall:



- 7.1.1 unless notified otherwise by You or required by law, as soon as reasonably practicable cease all processing of the Personal Data;
- 7.1.2 as soon as reasonably practicable return or destroy (as directed in writing by You) all Personal Data, provided to Us by You in connection with the Contract.

## **8 SUB-PROCESSING**

- 8.1 We shall not engage another processor without Your prior specific or general written authorisation and without acting in accordance with the provisions of this clause 8.
- 8.2 We will notify You of the identity of any proposed sub-processor following which You shall either approve or reject the appointment of such sub-contractor.
- 8.3 If You reject such appointment under clause 8.2, or We do not receive a response from you within 5 Business Days of Our notice under clause 8.2, We shall not sub-contract any of Our obligations under this Schedule to such proposed sub-processor and We reserve the right to terminate the Contract on written notice. If You approve the appointment of such sub-processor under that clause, then before such appointment takes effect, We shall enter into and maintain for the duration of such appointment a written agreement with such sub-processor on terms that are similar those set out in this Schedule.

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**APPENDIX 1  
KEY DETAILS**

**GDPR ARTICLE 28 PARTICULARS**

ITEM	DESCRIPTION
Subject Matter	Managed services (IT support services), cloud hosting, managed back up, hiring of hardware, supply of IT hardware and/or software and /or provision of other IT services.
Duration	The Term
Nature and purpose of processing	If we are providing cloud hosting services or managed back up services, then we will be responsible for the storage of Data. In provision of other services, We may incidentally come across Data in the course of providing those services but in very limited circumstances. When hiring hardware to you, we may collect details of usernames and passwords stored on the devices.
Type of data	This includes full names, usernames, passwords, addresses, email addresses, telephone numbers and any other Data we may be storing (if providing cloud hosting or managed back up services) or viewing (if providing other services)
Categories of data subjects	Customers (and Our customers' employees, suppliers and/or customers)

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