LRQA

Your Risk Management Advantage

TERMS & CONDITIONS

G-Cloud 15 Framework



Confidential Data

TERMS AND CONDITIONS

1. Interpretation

1.1. In these Conditions the following definitions and rules of interpretation apply:

1.1.1. Charges: means the charges for the Goods and/or Services set out on the Supplier's quotation, applicable Statement of Works or otherwise confirmed in writing by the Supplier.

1.1.2. Conditions: these conditions, as may be amended in accordance with condition 16.2.

1.1.3. Contract: the contract between the Supplier and the Customer for the sale of Goods and/or Services in accordance with these Conditions.

1.1.4. Customer: the person, firm or company who purchases Goods or Services from the Supplier.

1.1.5. Customer Equipment: any equipment, systems, or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

1.1.6. Deliverables: all deliverables developed or provided by the Supplier in relation to the Services in any form, which are agreed in writing between the Supplier and the Customer.

1.1.7. GDPR: means the General Data Protection Regulation (regulation (EU)2016/679) incorporated within the UK Data Protection Legislation form 25 May 2018.

1.1.8. Goods: the hardware, software, licences and support (where support is delivered by third parties), which the Supplier provides, or agrees to provide, to the Customer.

1.1.9. Infrastructure Services: the infrastructure services set out in the applicable Statement of Works.

1.1.10. In-put Material: all documents, information and materials provided by the Customer relating to the Services including computer programs, data, reports and specifications.

1.1.11. Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.1.12. Order: the Customer's order for Goods and/or Services, as set out in the Customer's purchase order or the Customer's oral or written acceptance of the Supplier's quotation, as applicable.

1.1.13. Security Consulting Services: the security consulting services set out in the applicable Statement of Works.

1.1.14. Security Testing Services: the security testing services set out in the applicable Statement of Works.

1.1.15. Personal Data: has the meaning given to that term in the UK Data Protection Legislation from time to time.

1.1.16. Pre-existing Materials: any materials including computer programs, data, reports and specifications provided by the Supplier which exist prior to the start of the Contract.

1.1.17. Services: the services to be provided by the Supplier under the Contract which may include any of Security Testing Services, Security Consulting Services, and/or Infrastructure Services and which are subject to the additional specific terms and conditions set out in the applicable Statement of Works.

1.1.18. Statement of Works: the completed Statement of Works signed by the parties.

1.1.19. Supplier: Nettitude Limited, a company incorporated in England and Wales with company registration number 04705154 and registered address at 1 Trinity Park, Bickenhill Lane, Birmingham, B37 7ES.

1.1.20. Supplier Background IPR: means all Intellectual Property Rights created by the Supplier during the term of the Contract but unrelated to the Services or Deliverables.

1.1.21. Supplier's Equipment: any equipment provided by the Supplier and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

1.1.22. UK Data Protection Legislation: means The Data Protection Act 2018, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); the General Data Protection Regulation (Regulation (EU) 2016/679), GDPR and all applicable laws and regulations relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

1.2. In these Conditions words importing any gender include every gender, words importing the singular include the plural and vice versa, and words importing persons include firms, companies and corporations and vice versa.

1.3. The headings in these Conditions shall not affect the interpretation.

1.4. 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.

1.5. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6. Where the Customer is purchasing any Services, the applicable Statement of Works shall form part of these Conditions, as applicable. Any reference to these Conditions shall include the applicable Statement of Works. References to conditions are to the individual conditions set out in these Conditions.

2. Application of conditions

2.1. The Order constitutes an offer by the Customer to purchase the Goods and/or Services specified in the applicable Statement of Works subject to these Conditions. No Order placed by the Customer shall be accepted by the Supplier other than:

2.1.1. by a written acknowledgement issued and executed by the Supplier; or

2.1.2. by signature by both parties of an applicable Statement of Works; or

2.1.3. (if earlier) by the Supplier starting to deliver the Goods and/or Services, at which point the Contract will come into existence.

2.2. These Conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions attached, contained, or referred to, in the Customer's Order, specification or other document supplied by the Customer, or implied by law, trade, custom, practice or course of dealing.

2.3. Quotations are not binding on the Supplier and are given on the basis that no Contract shall come into existence except in accordance with condition 2.1. A quotation is valid for a period of 7 days from its date of issue, provided that the Supplier has not previously withdrawn it.

2.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations of the Goods or Services contained in the Supplier's catalogues, brochures or website are issued or

published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5. In the event of any inconsistency between any term of these Conditions and any Statement of Works, the terms set out in the applicable Statement of Works shall prevail

3. Commencement and duration of the services

3.1. The Services supplied under the Contract shall be provided by the Supplier to the Customer from the date specified in the applicable Statement of Works.

3.2. Subject to conditions 7.9.2 and 14, the Services supplied under a Contract shall continue to be supplied until the expiry of the term as set out in the applicable Statement of Works or until the provision of the applicable Services is confirmed as complete by the Supplier

4. Supply of goods

4.1. The Supplier shall deliver the Goods to such location as the parties may agree (the "Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.

4.2. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.3. The risk in the Goods shall pass to the Customer on completion of delivery.

4.4. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for

4.4.1. the Goods; and

4.4.2. any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

4.5. Until title to the Goods has passed, the Customer must maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

4.6. The Supplier may, at any time before title to the Goods passes to the Customer, require the Customer to deliver up the Goods and if the Customer fails to do so promptly, the Supplier may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

4.7. All services paid for in advance on a time basis, e.g. professional services sold on a day rate basis, banks of days etc must be used within 12 months of the date of this Contract. Any days not delivered within 12 months of this Contract will expire. No refund or credit will be given for days that are not delivered within the 12-month period.

5. Supplier's obligations

5.1. The Supplier shall use its reasonable endeavours to meet any performance dates or delivery dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services or delivery of the Goods.

5.2. Where the Supplier is supplying any Services, it shall use reasonable endeavours to provide such Services, and to deliver the Deliverables to the Customer in accordance in all material respects with the applicable Statement of Works.

5.3. The Supplier shall have the right to make any changes to the Goods and/or Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Goods and/or Services.

6. Customer's obligations

6.1. In relation to the Services, the Customer shall at no charge to the Supplier:

6.1.1. co-operate with the Supplier in all matters relating to the Services;

6.1.2. provide the Supplier in a timely manner with access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier;

6.1.3. provide to the Supplier, in a timely manner, such In-put Material and other information as the Supplier may require and ensure that it is accurate in all material respects;

6.1.4. be responsible for preparing and maintaining the relevant premises and Customer Equipment for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws;

6.1.5. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;

6.1.6. ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

6.1.7. keep and maintain the Supplier's Equipment in accordance with the Supplier's instructions as notified in writing from time to time, and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions;

6.1.8. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Customer Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and

6.1.9. regularly make and maintain full back-up copies of all applicable Input Materials and other data made available to the Supplier which is used directly or indirectly in the supply of the Services.

6.2. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6.3. The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing

7. Charges and payment

7.1. In consideration of the provision of the Goods and/or Services by the Supplier, the Customer shall pay the Charges.

7.2. In respect of Services, where these are provided on a time and materials basis:

7.2.1. the Charges shall be calculated in accordance with the Supplier's standard daily fee rates as may amended from time to time;

7.2.2. the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays); and

7.2.3. the Supplier shall be entitled to charge an overtime rate for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in condition 7.2.2

7.3. In respect of Services, where these are provided for on a fixed price basis the total price payable has been calculated on the basis of the In-put Materials submitted to the Supplier by the Customer. The fixed price shall be subject to renegotiation between the Supplier and the Customer in either of the following circumstances:

7.3.1. in the event that the In-put Materials submitted to the Supplier are incorrect or the Customer fails to provide the Supplier with any other information which the Supplier would reasonably require to provide the Services; or

7.3.2. in the event that the scope of the Services agreed between the Supplier and the Customer is changed or extended provided that in the event of any reduction of the scope of the Services the Customer shall notify the Supplier of its intention to renegotiate the price no less than 60 days prior to the start date of the commencement of the Services and provided further that any reduction in the scope of Services shall not result in a reduction of the original Contract value of more than 20%. A reduction in scope of more than 20% of the original Contract value shall be treated as a partial cancellation in the event that less than 14 days' notice is given before the start date of the applicable Services and the provisions of condition 13 shall apply.

7.4. Without prejudice to the foregoing, the Supplier reserves the right to:

7.4.1. increase the Charges by giving no less than 30 days' notice to the Customer before delivery of the applicable Goods and/or performance of the applicable Services; and

7.4.2. increase the Charges to reflect any increase in the cost of the Goods or Services to the Supplier that is due to unavoidable third-party costs incurred by the Supplier.

7.5. If the Customer objects to any increase in the Charges pursuant to condition 7.4.1, the Customer shall, for a period of 14 days after receipt of a notification from the Supplier, have the right to serve notice on the Supplier cancelling the Contract and the Customer will incur no liability or obligation to the Supplier on account of such cancellation..

7.6. Unless otherwise agreed by the Supplier in writing, the Charges are exclusive of:

7.6.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier;

7.6.2. VAT, which the Supplier shall add to its invoices at the appropriate rate; and

7.6.3. in the case of Goods, all costs of packaging, insurance and delivery which shall be payable by the Customer.

7.7. In the case of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In the case of Services, the Supplier reserves the right to invoice the Customer on the date the Supplier commences delivery of the Services (as such date is set out in the applicable Statement of Works).

7.8. The Customer shall pay any invoice submitted to it by the Supplier in full and in cleared funds within 30 days of date of invoice. Time for payment shall be of the essence.

7.9. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay any invoice on the due date, the Supplier may:

7.9.1. charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Natwest Bank plc, accruing on a daily basis and compounded quarterly until payment is made, whether before or after judgment and the Customer shall pay the interest immediately on demand; and

7.9.2. suspend all Services or delivery of any Goods until payment has been made in full.

7.10. The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

8. Intellectual property rights

8.1. As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier or its third party licensors (where applicable). Subject to condition 8.2, the Supplier licenses all such Intellectual Property Rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the Contract terminates, this licence shall automatically terminate.

8.2. The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

8.3. The Customer acknowledges that Intellectual Property Rights in Supplier Background IPR shall be owned by the Supplier and nothing in the Contract is intended to transfer or licence such Intellectual Property Rights to the Customer.

9. Confidentiality and the supplier's property

9.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by condition 9.2.

9.2. A party may disclose the other party's confidential information:

9.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with condition 9.2; and

9.2.2. as may be required by law, court order or any governmental or regulatory authority.

9.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

10. Warranty for goods

10.1. The Supplier will use its reasonable endeavours to assign to, or procure for the benefit of, the Customer any warranties made available by the manufacturer or distributor of the Goods.

10.2. For the avoidance of doubt, and save as otherwise agreed by the Supplier in writing:

10.2.1. the Supplier does not provide any warranty relating to the Goods; and

10.2.2. all Goods are provided without any obligation for the Supplier to maintain or support such Goods.

11. Limitation of liability

11.1. This condition sets out the entire liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer.

11.2. Save as expressly set out in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the extent permissible, excluded from the Contract.

11.3. Nothing in these Conditions limits or excludes the liability of the Supplier in respect of:

11.3.1. death or personal injury resulting from negligence;

11.3.2. fraud or fraudulent misrepresentation; or

11.3.3. any other liability which cannot be excluded by law.

11.4. Subject to condition 11.3:

11.4.1. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any indirect or consequential loss arising under or in connection with the Contract; and

11.4.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with this Contract, whether for tort, breach of contract, indemnification, misrepresentation, restitution or otherwise shall not exceed the price paid and payable for the Goods and/or Services (as applicable) in respect of such Contract.

12. Data protection

12.1. Both the Supplier and the Customer warrant that they will comply with UK Data Protection Legislation when performing and receiving (respectively) Services under the Contract.

12.2. The Customer and the Supplier acknowledge that for the purposes of the UK Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor (as such terms are defined in the UK Data Protection Legislation from time to time) in respect of any and all Personal Data processed by the Supplier under the Contract.

12.3. The Customer accepts that the Supplier relies on the Customer for direction as to the extent to which the Supplier is entitled and/or required to Process the Personal Data and accepts that as data Controller it is responsible for ensuring that the Supplier has the requisite authority to access and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject (as defined in the UK Data Protection Legislation) arising from any act or omission by the Supplier, to the extent that such act or omission resulted from the Customer's instructions.

12.4. The Customer must ensure that no Sensitive Personal Data (as defined in the UK Data Protection Legislation) is included in the Personal Data. The Supplier will not be responsible for processing such Sensitive Personal Data and will not be held liable for any non-compliance with UK Data Protection Legislation in respect of it.

12.5. The Supplier shall process Customer Data only in accordance with the Customer's instructions from time to time and shall not process Customer Data for any purposes other than those expressly authorised by the Customer.

12.6. The Supplier may authorise a third party subcontractor to process the Personal Data provided that the subcontractors' contract:

12.6.1. is on terms which are substantially the same as those set out in these conditions; and

12.6.2. terminates automatically on termination of the Contract for any reason.

12.7. The parties acknowledge that from 25 May 2018, the GDPR shall be incorporated within UK Data Protection Legislation. The GDPR shall expand the definition of Personal Data under UK Data Protection Legislation to include specific categories of Personal Data including information relating to ethnicity, economic and social conditions, biometric data and online identifiers (IP addresses). In accordance with the terms of the GDPR, the Customer consents to and authorises the Supplier to process any such Personal Data solely to the extent necessary for providing Goods and/or Services under this Agreement.

12.8. The Supplier will not be responsible for any loss, destruction, alteration or unauthorised disclosure of Personal Data caused by any third party (except those third parties subcontracted by the Supplier to perform services related to Personal Data maintenance and back-up).

13. Cancellation and postponement fees

13.1. If the Customer wishes to cancel or postpone any or all of the Services less than 10 working days before the start date for the Services, the Supplier may charge the Customer a fee. If the Services are initially postponed but then cancelled, the cancellation will be charged in accordance with condition 13.4, by reference to the later date of cancellation.

13.2. If the Customer has paid in advance for the Services, the Customer shall be entitled to apply for a refund of the Charges less the applicable cancellation or postponement fee as set out in condition 13.4.

13.3. If the Customer has not paid in advance, the Supplier, upon notice of any such cancellation or postponement, will invoice the Customer for the applicable cancellation or postponement fee, as set out in condition 13.4.

13.4. The cancellation or postponement fees shall be calculated as follows:

Notice given before service start date	Cancellation fee	Postponement fee
6 to 10 working days	25% of the charges	15% of the charges
2 to 5 working days	50% of the charges	30% of the charges
1 working day or less	100% of the charges	50% of the charges

The Customer shall pay the invoice for any cancellation or postponement fee in accordance with the provisions set out in condition 7.

14. Termination

14.1. Without prejudice to condition 13 and to any other rights or remedies which either party may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if the other party:

14.1.1. commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

14.1.2. repeatedly breaches any of the terms of the 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 Contract; or

14.1.3. goes into liquidation, enters into a compromise with its creditors, becomes insolvent or has an administrator, receiver or similar officer appointed in respect of all or part of its undertaking (or is the subject of a filing with any court for the appointment of any such officer), or any event occurs, or proceedings are taken, with respect it has an effect equivalent or similar.

14.2. The parties acknowledge and agree that any breach of conditions 6, 7, 8 and 9 shall constitute a material breach for the purposes of this condition 14.

14.3. The Supplier shall additionally be entitled to terminate the Contract immediately and without liability on giving notice to the Customer where the Customer:

14.3.1. fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

14.3.2. undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.4. Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement by providing not less than ninety (90) days' written notice to the Customer.

14.5. On termination of the Contract for any reason:

14.5.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

14.5.2. the Customer shall return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier 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; and

14.5.3. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

14.6. On early termination of the Contract by the Customer, the Customer shall pay to the Supplier cancellation charges calculated at 80% of any unpaid Contract price payable in respect of the remainder of the Services.

14.7. On termination of the Contract (however arising), conditions 7, 8, 9, 11, 13, 14 and 18 shall survive and continue in full force and effect.

15. Force majeure

15.1. The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16. General

16.1. The Supplier may, from time to time and without notice, change the Services or the specification of the Goods in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the charges for the Goods or Services, or (in the case of Services) the nature and scope of the Services.

16.2. Subject to condition 16.1, no variation of the Contract or of these Conditions or of any of the documents referred to in them, shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16.3. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16.4. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.5. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

16.6. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.

16.7. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may at any time assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

16.8. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16.9. A person who is not a party to the Contract shall not have any rights under or in connection with it.

17. Notices

17.1. Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party at the address set out in these Conditions, or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if delivered personally, when left at the address or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

18. Governing law and jurisdiction

18.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England, with any such dispute or claim being settled exclusively in the English courts.

CREST | VA | PEN TEST | STAR Intelligence-led PT | STAR Threat intelligence | CSIR | SOC | OVS

PCI Security Standards Council — QUALIFIED SECURITY ASSESSOR

PCI Security Standards Council — APPROVED SCANNING VENDOR

CYBER ESSENTIALS

ISO 9001 ISOQAR REGISTERED — ISO 27001 ISOQAR REGISTERED

Cert No. 23208

ISO 14001:2004 REGISTERED FIRM

LRQA

Your Risk Management Advantage

Get in touch

Visit **www.lrqa.com** for more information or email **cybersolutions@lrqa.com**

UK Head Office
1 Trinity Park
Bickenhill Ln
Birmingham
B37 7ES

Americas
810 Seventh Av
Suite 1110
New York
NY 10019

Asia Pacific
460 Alexandra Rd
#15-01
mTower
Singapore 119963

Europe
Fidiou 9
Athina
106 78
Greece