



Terms & Conditions

Last updated: 13 December 2024

T&Cs for Supply of Services

1. Interpretation

The definitions and rules of interpretation in this condition apply in these Terms and Conditions.

1.1. Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are generally open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Contract: the Customer's purchase order and the Supplier's acceptance of it under Condition 2.2.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

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

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, 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.

Pre-existing Materials: materials which existed before the commencement of the Services.

Services: the services (and if applicable goods) to be provided by the Supplier under the Contract.

Statement of Work: the statement of work for the Services agreed between the parties.

Supplier: Networkology Ltd, a company registered in England and Wales with company number 08680414 and whose registered office address is at 6 London Road, Calne SN11 0AB.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere. tax.

1.2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. Words imparting the singular number shall include the plural and vice-versa.
- 1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6. A reference to **writing** or **written** excludes faxes but not email.
- 1.7. References to conditions are to the conditions of these Terms and Conditions.
- 1.8. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application and entire agreement

- 2.1. These Terms and Conditions apply to and shall be incorporated in the Contract in relation to the provision of the Services.
- 2.2. The Customer's agreement to a Statement of Work constitutes an offer by the Customer to purchase the Services specified in it on these Terms and Conditions. Accordingly, the Supplier's acceptance of the Customer's executed Statement of Work, or the Supplier's commencement or execution of work pursuant to the Statement of Work, shall establish a contract for the supply and purchase of those Services on these Terms and Conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the Statement of Work shall not govern the Contract.
- 2.3. The Supplier shall be entitled to withdraw, cancel or amend a Statement of Work if it has not been accepted by the Customer, or if the Services have not started, within a period of 14 days from the date of the Statement of Work.
- 2.4. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on the Supplier's behalf. These Terms and Conditions apply to the Contract to the exclusion of any other inconsistent terms contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification or that the Customer tries to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
- 2.5. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. Services

- 3.1. The Supplier will use reasonable care and skill in its performance of the Services which will comply with the Statement of Work, including any specification, in all material respects. The Supplier can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and it will notify the Customer of such changes if this is necessary.
- 3.2. The Supplier will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Statement of Work; however, time shall not be of the essence in the performance of the Supplier's obligations under the Contract.
- 3.3. Whilst on the Customer's premises, the Supplier's representative(s) will comply with the Customer's security practices and procedures as reasonably required and notified by the Customer to the Supplier in writing.
- 3.4. Where the Customer has requested the Supplier to provide a set number of days' services, it will be the responsibility of the Customer to ensure that it uses these days within the timeframe set out in the Statement of Work. For the avoidance of doubt the Supplier shall not be obliged to provide any unused days that have not been booked by the Customer prior to the deadline set out in the Statement of Work.

4. Customer's obligations

- 4.1. The Customer must:
 - (a) obtain any permissions, consents, licences or otherwise that the Supplier notifies the Customer that it needs;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services; and
 - (d) give with the Supplier access in a timely manner to any and all relevant information, materials, properties and any other matters which the Supplier requests that it needs to provide the Services, and ensure that such information is accurate in all material respects.
- 4.2. The Supplier shall not be liable for any delay or failure to provide the Services if this is caused by any failure by the Customer or the Customer's agents, subcontractors or employees to comply with the provisions of the Contract.
- 4.3. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it,

subject to the Supplier confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

- 4.4. The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the completion of any and all Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of the Supplier. The Customer shall not be in breach of this condition if it hires an employee or subcontractor of the Supplier as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of the Supplier.

5. Change control

- 5.1. If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Supplier's charges arising from the change;
 - (c) the likely effect of the change on the project plan including any agreed milestones and milestone dates; and
 - (d) any other impact of the change on the terms of the Contract.
- 5.2. If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 5.3. If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Statement of Work and any other relevant terms of the Contract to take account of the change.

6. Fees

- 6.1. The fees (**Fees**) for the Services are set out in the Statement of Work and are on a time and materials basis.
- 6.2. In addition to the Fees, the Supplier shall be entitled to charge for and recover from the Customer a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by the Supplier for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

- 6.3. The Customer must pay the Supplier for any additional services provided by the Supplier upon the request of the Customer that are not specified in the Statement of Work in accordance with the Supplier's then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between the parties.
- 6.4. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

7. Payment

- 7.1. The Supplier shall be entitled to invoice the Customer for the Services either:
- (a) when the Supplier has completed the Services; or
 - (b) on the invoice dates set out in the Statement of Work.
- 7.2. The Customer must pay each invoice submitted to it by the Supplier in full, and in cleared funds, within 30 days of the date of the invoice or otherwise in accordance with any credit terms agreed between the parties in writing.
- 7.3. Time for payment shall be of the essence of the Contract.
- 7.4. Without limiting any other right or remedy the Supplier may have, if the Customer does not pay the Supplier any amount owed within the period set out above, the Supplier may charge interest on such sum from the due date for payment at the rate of 10% per annum above the base lending rate of the Bank of England from time to time, accruing on a daily basis and being compounded quarterly until payment is received in full, whether before or after judgment.
- 7.5. All payments due by the Customer under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and the Customer cannot assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. 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.
- 7.6. Without prejudice to any other right or remedy the Supplier may have, if the Customer does not pay any amount due within the period set out above, the Supplier may suspend any further provision of the Services and/or cancel any future services which have been ordered by, or otherwise arranged with, the Customer.

- 7.7. All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 7.8. Receipts for payment will be issued by the Supplier only at the Customer's request.
- 7.9. All payments must be made in British Pounds unless otherwise agreed in writing the parties.

8. Confidentiality

- 8.1. 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 8.2.
- 8.2. Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 8. ; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

9. Sub-Contracting and assignment

- 9.1. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of its obligations to any third party without the prior consent of the Customer.
- 9.2. The Customer must not, without the Supplier's prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

10. Termination

- 10.1. Without prejudice to any other rights or remedies to which it may be entitled, the Supplier may terminate the provision of the Services and/or the Contract immediately without liability to the Customer if the Customer:

- (a) commits a material breach of its obligations under these Terms and Conditions and fails to remedy the same within 14 days of being requested to do so in writing (where such breach is capable of remedy); or
 - (b) fails to make pay any amount due under the Contract on the due date for payment; or
 - (c) is, becomes or, in the Supplier's reasonable opinion, is about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - (d) enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - (e) convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of it, notice of intention to appoint an administrator is given by it or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for its winding up or for the granting of an administration order in respect of it, or any proceedings are commenced relating to its insolvency or possible insolvency; or
 - (f) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 10.1(c) to Condition 10.1(e) (inclusive); or
 - (g) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
 - (h) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 10.2. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 10.3. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11. Intellectual property

- 11.1. The Supplier shall own and reserves all Intellectual Property Rights and other rights which may subsist in any products, materials and/or goods developed and/or supplied in connection with the provision of the Services.

The Supplier reserves the right to take any appropriate action to restrain or prevent the infringement of such rights.

- 11.2. The Supplier licenses all the above rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services as is envisaged by the parties. If the Contract is terminated, this licence will automatically terminate.
- 11.3. The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

12. Liability and indemnity

- 12.1. The Supplier's liability under these Terms and Conditions or the Contract, in respect of any use made by the Customer of the Services or any part of them, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 12.2. All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.
- 12.3. Subject to Conditions 12.2 and 12.6, the Supplier's total liability arising in connection with the performance or contemplated performance of the Contract shall be limited to the total amount paid by the Customer under the Contract for the relevant Services.
- 12.4. Subject to Conditions 12.2 and 12.6, the Supplier shall not in any circumstances be liable (whether caused by its employees, agents or otherwise) in connection with the provision of the Services or the performance of any of its other obligations under these Terms and Conditions or the Contract for:
- (a) any indirect, special or consequential loss, damage, costs, or expenses or;
 - (b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - (c) any delay in or failure to perform any of the Supplier's obligations if such delay or failure is due to any cause beyond its reasonable control; or
 - (d) any losses caused directly or indirectly by any failure or the Customer's breach in relation to its obligations; or
 - (e) any losses arising directly or indirectly from the choice of Services and how they will meet the Customer's requirements or the Customer's use of the Services or any goods supplied in connection with the Services.

- 12.5. The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered or incurred by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by any act or omission of the Customer or its agents, subcontractors or employees.
- 12.6. Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

13. Data Protection

- 13.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 13.3. Without prejudice to the generality of Condition 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 13.4. Without prejudice to the generality of Condition 13.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be

restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained.
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition.

13.5. The Customer consents to the Supplier appointing third-party processors of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement which reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 13.5.

13.6. Further information about the Supplier's approach to data protection are specified in its Data Protection Policy, which can be found on the Supplier's website. For any enquiries or complaints regarding data privacy, the Customer can email: contact@networkology.com.

14. Circumstances beyond a party's control

Neither party is in breach of the Contract or otherwise liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party and such obligation shall be extended accordingly. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the party in question. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under these Terms and Conditions and terminate the Contract.

15. Communications

- 15.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 15.2. Notices shall be deemed to have been duly given:
- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal Business Hours of the recipient;
 - (b) when sent, if transmitted by email and a successful transmission report or return receipt is generated (or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume);
 - (c) on the fifth Business Day following mailing, if mailed by national ordinary mail; or
 - (d) on the tenth Business Day following mailing, if mailed by airmail.
- 15.3. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party for the purposes of receiving such notices.
- 15.4. This Condition does not apply to the services of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. No waiver

- 16.1. A waiver of any right or remedy shall only be effective if given in writing.
- 16.2. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

17. Severance

- 17.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).
- 17.2. If any provision or part-provision of these Terms and Conditions is deemed deleted under Condition 17.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

18. Miscellaneous terms

- 18.1. Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 18.3. Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.4. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.5. The Contract and any disputes or claims 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 interpreted according to the law of England and Wales.
- 18.6. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).