

Hable Terms and Conditions

1. Interpretation

1.1. In these conditions:

"Completion" means the fulfilment of a Customer's Order by Hable.

"Confidential Information" means data and any information (or copy or part thereof) relating to a party's proprietary, legal, business or technical matters, including but not limited to Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, lists of customers and all associated customer details, marketing and product plans, software or information ascertainable by the inspection or analysis of samples, whether disclosed in writing, orally or by any other means to one party ("the Receiving Party") by the other party (or by any third party on its behalf) ("the Disclosing Party"), before or after the date of the Commencement Date.

"Customer" means the business or individual placing an Order with Hable

"Contract" means the Customers Order and Hable's acceptance of it under clause 2 subject to these conditions.

"Consultancy Services" means project based professional services provided on a time and materials basis unless stated otherwise.

"Commencement Date" means the date (a) where an Order Confirmation is sent; (b) a Statement of Work is agreed and signed or (c) the date the Goods or Services are first delivered or supplied to the Customer, whichever is the earlier.

"Data Protection Legislation" means the Data Protection Act 1998, the EU 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 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"Delivery" means the date when the Goods or Services are delivered to the Customer or if the Customer refuses to take delivery of the Goods or Services then the date that Hable informs the Customer that the Goods or Services are ready for delivery.

"Developed IPR" has the meaning set out in clause 6.2 of these conditions.

"Documentation" means all materials or products produced by Hable (however recorded) including designs, plans, instructions and descriptions, test results and training material to be supplied with the Services.

"Force Majeure" means any circumstances beyond the reasonable control of Hable, including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors.

"Goods" means any hardware, Third Party Software and other goods supplied by Hable to the Customer.

"Invoice Charge" means the total amount payable by the Customer to Hable for the supply of Goods and/or Services and excluding delivery and freight costs, VAT and other taxes which shall be added at the relevant charge and excluding any discretionary or additional fees entitled to be charged in accordance with these Conditions.

"Intellectual Property Rights (IPR)" means all right, title and interest in and to the Services (including any deliverables) and all copyright, patent, design rights (in each case whether registered or unregistered) and all documents, data, drawings, specifications, computer programs, object code, know how, source code, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto. "Pre-existing IPR" means all Intellectual Property Rights of Hable existing prior to the Commencement Date or which arise or are developed otherwise than as a direct result of providing the Services to the Customer.

"Order" means a Customer's request for the supply of the Goods or Services including the acceptance of a Hable quotation, a Customer's instruction to proceed with the supply of Goods or Services or any other confirmation from the Customer to proceed with an Order which is accepted by Hable.

"Order Confirmation" means Hable's written acknowledgement of a Customer's Order.

"Project Closedown Process" the process of system checking signed by Hable at the Completion of any project.

"Hable" means Hable Education Limited (Company registration no 09023294) whose registered office address is Suite 3 Bignell Park Barns, Chesterton, Bicester, Oxfordshire, OX26 1TD. "Services" means the services supplied by Hable to the Customer under an Order or Statement of Work

"Standard Working Day" means a standard working day between Monday to Friday, (excluding any UK bank holidays) and between the hours of 09:00 to 17:30 allowing 1 hour for a lunch break.

"Statement of Work (SOW)" means a statement of work (if any) signed by the Parties under which Hable shall provide Goods and/or Services to the Customer.

"Support Services" means contracted, annuity and service level based fixed term agreements for Hable to provide support and management services.

"Third Party Software" means the software licensed to the Customer by a third party and which comprises part of the Goods.

"Workers" means an employee, agent, subcontractor, or officer of Hable or a person contracted and provided by Hable to the Customer.

"Working Days" a day when banks in the City of London are open for business.

1.2 Clause headings in these conditions are for reference only and do not affect its construction or interpretation; "including" and "includes" shall be understood to mean "includes without limitation". Words importing one gender include the other gender and words importing the singular include the plural and vice versa. Words of a technical nature shall be construed in accordance with general terminology in the computer industry in England.

1.3 These conditions shall:

- (a) Apply to and be incorporated in the Contract; and

- (b) Prevail over any inconsistent terms or conditions including those contained in or referred to in the Customers Order, confirmation of order, specification or implied by law, trade, custom, practice, or course of dealing.

2. Delivery and Acceptance

2.1. General

2.1.1. Quotations are only valid in writing for the specified period. If unspecified the quotation shall be valid for 10 Working Days.

2.1.2. Orders constitute an offer by the Customer to purchase the Goods/Services subject to these conditions. The Customer must ensure that its Order is complete and accurate. Orders are only binding when accepted by Hable in a written Order Confirmation or, if earlier, Hable commences the Services or supplies the Goods or otherwise notifies the Customer that such Goods or Services are available for delivery (as applicable).

2.1.3. The Customer must check the Order Confirmation and notify Hable of any error immediately in writing otherwise the details stated in the Order Confirmation shall be deemed to form part of the Contract.

2.1.4. Hable reserves the right to change Goods or Services where required to an alternative of equivalent functionality and performance.

2.1.5. All delivery dates or periods agreed or stated are approximate only. Hable shall not be liable whatsoever for any loss or damage sustained by the Customer as a result of Hable's failure to deliver by such date. If the Customer refuses delivery without Hable's agreement, it must reimburse Hable for any consequential expenses, loss or damages. Risk in any Goods and / or Services passes to the Customer upon Delivery.

2.1.6. Delivery and invoicing (part invoice) by instalments may be made by Hable.

2.1.7. Where Hable is required to stage the delivery of any Goods or Services over a period of more than 10 days, the cancellation fee at clause 10 shall apply from the date of the first delivery up to and including the date of the final delivery.

2.2. Services:

2.2.1. The provision of Hable Consultancy Services will be agreed and scheduled with the Customer subject to 2.1.5 above.

2.2.2. Hable Consultancy Services will be scheduled with the Customer and once scheduled the cancellation fee at clause 10.2 shall apply to any cancellations or alterations requested by the Customer.

2.2.3. Hable Consultancy Services will be deemed to have been accepted by the Customer once they have signed off using the Project Closedown Process.

2.2.4. The provision of Hable Support Services will be provided in line with the support contract start and end dates. These Services will be deemed accepted unless disputed by the Customer in writing within 7 days of the date on which the event giving rise to the dispute took place.

2.3. Goods:

2.3.1. Title to any Goods or any part of the Goods will pass to the Customer on receipt by Hable of full payment (in cleared funds) in respect of the Invoice Charge and any other amounts due to Hable by the Customer on any account whatsoever. Risk in any Goods will pass to the Customer upon Delivery and the Customer must insure against all risks for the full reinstatement value of the Goods and store the Goods separately and must not modify or sell them. Hable may sue for the Invoice Charge and any loss or damage to the Goods until such time as title has passed and reserves the right to enter the Customer's premises (at a date and time agreed in advance by the Customer) and repossess the Goods in relation to a breach of this clause.

2.3.2. When the Customer receives the Goods, it must inspect them for any defects or nonconformity and notify Hable within 5 working days from the Delivery of the Goods, after which the Customer will be deemed to have accepted the Goods.

2.3.3. If Hable agrees to install the Goods the Customer shall in accordance with Hable's instructions prepare its premises and IT equipment or networks prior to delivery of Goods or provision of any Services, including power and communications lines and shall assist Hable to unpack and place the Goods on the premises and provide Hable with reasonable access to the Goods and equipment.

2.3.4. Claims for non-delivery of Goods must be made in writing to Hable within five (5) working days from the date of Invoice.

2.3.5. If the Customer fails to take delivery of the Goods or fails to give Hable adequate delivery instructions in its Order then, without prejudice to any other right or remedy available, Hable may without liability to the Customer: (i) store the Goods (at the Customer's risk and expense) until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or (ii) terminate the Order forthwith and re sell the Goods.

2.3.6. Hable shall communicate a delivery date for any Goods in line with information provided by the Hable third party supplier or vendor. If this date changes or is delayed due to supplier or vendor issues, then Hable will not be held liable whatsoever.

3. Price and Payment

3.1. Price lists do not constitute an offer by Hable to the Customer.

3.2. Subject to any contrary provision in the Order or Statement of Work Hable reserves the right to increase or vary a quoted price or the Invoice Charge without the Customer's prior consent in accordance with any increase or variance in its own costs including costs of materials, labour, services, transport or changes in exchange rates between the date of the Order and the Delivery and the Customer agrees to pay such additional charges without dispute.

3.3. Hable may at its sole discretion establish a credit account for the Customer in which case payment for any Goods or Services due to Hable must be paid no later than 30 days after a pre-agreed milestone has been achieved in the project. Where a credit

Hable Terms and Conditions

account is not established for the Customer payment is required in cleared funds prior to Completion. Payment is to be made in pounds sterling (£).

- 3.4. Hable reserves the right to issue invoices based on two "trigger points". Trigger point one shall apply to larger engagements whereby invoicing will span multiple months therefore invoices will be routinely issued at the end of each month. Trigger point two shall be on delivery of Goods or Services or Completion (at Hable's discretion) whereby invoice/s will be issued immediately thereafter.
- 3.5. Payment is due within 30 days from the date of invoice.
- 3.6. If payment is not received within 30 days of the invoice being submitted Hable reserves the right (a) to claim interest at the rate applicable at the time (once reasonable reminders have been sent) and commercial debt recovery costs in accordance with late payment legislation, including the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time and; (b) suspend the delivery of further Goods and / or Service.
- 3.7. Where any payment remains overdue for more than 20 days Hable reserves the right to cancel any unfulfilled Orders or Statement of Work without prejudice to any claim or right Hable might otherwise have.
- 3.8. Hable reserves the right to require payment of the Invoice Charge in stages at its discretion.

4. Working Hours

- 4.1. Hable shall undertake the Services during Standard Working Days
- 4.2. All Services provided by Hable during the Standard Working Days shall be charged at Hable's standard charging rate as outlined in the Order or Statement of Work. If no such rates are set out, then Hable's standard charge out rates as set out in its current price list shall apply.
- 4.3. Any Services agreed to be provided by Hable outside of the Standard Working Days shall attract at a discretionary uplift on and in addition to Hable's standard charging rate such uplift to be charged at a percentage of the standard charging rate. The current Hable overtime rates are:
 - 4.3.1. Weekday 1.3 times standard/agreed rate
 - 4.3.2. Saturday 1.5 times standard/agreed rate
 - 4.3.3. Sunday 2.0 times standard/agreed rate
 - 4.3.4. Bank Holiday 3.0 times standard/agreed rate

5. Consultancy Services

- 5.1. Hable will take every care to arrange and agree consultancy dates with the Customer. Once these dates are agreed and confirmed by Hable the Customer will be bound by the cancellation clause 10.2. Where Hable has agreed a discounted consulting rate for the purchase of volume consulting days, the following clauses shall apply:
 - 5.1.1. Volume consultancy days will be agreed based on the total number of days and the expected timeframe for delivery of the days. Unless otherwise agreed all volume consultancy days must be used within 12 months from the date of Order or Statement of Work.
 - 5.1.2. Hable will charge for any unused consultancy days on the 12-month anniversary date from the original Order or Statement of Work.
 - 5.1.3. In instances where an Order or Statement of Work has not been issued or received, the above clauses still apply from the date on which the first consultancy day was used.

6. Intellectual Property Rights (IPR)

- 6.1. All Pre-existing IPR will vest in and remain absolutely the property of Hable and nothing in these conditions shall confer any rights on the Customer in respect of such Pre-existing IPR.
- 6.2. Subject to clause 6.6 below the Customer acknowledges and agrees that all IPR in the Services, the Documentation or otherwise arising from or created, produced or developed by Hable and the Workers (whether alone or jointly with others) under or in the course of the Contract wherever in the world enforceable, including without limitation all right, title and interest in and to the Services and Documentation ("Developed IPR"), shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Hable. The Customer hereby irrevocably and unconditionally assigns to Hable and shall ensure that the Customers other officers, employees, agents and contractors assign to Hable, all right, title and interest in and to the Developed IPR whether existing or future.
- 6.3. Without prejudice to clause 6.1 above, Hable grants the Customer a royalty free, fully paid up, worldwide, perpetual (i.e. for the duration of the related IPR), internally transferable, irrevocable, non-exclusive license to such Pre-existing IPR and Developed IPR as is strictly necessary for the use of the Services and/or Documentation as contemplated under the Contract. Notwithstanding the foregoing and for the avoidance of doubt the Customer shall only be entitled to transfer, transmit, distribute or disclose such Developed IPR and/or Pre-existing IPR internally or to other companies in its group (as defined by the Companies Act 2006) and such IPR shall be treated as Confidential Information.
- 6.4. The terms and obligations imposed by this Clause 6 shall survive the expiry or termination of the Contract for any reason.
- 6.5. The Customer agrees, at Hable's request and expense, to take all such actions and execute all such documents as may in Hable's reasonable opinion be necessary to give effect to the assignments and waivers described in Clause 6.2 and to enable Hable to obtain, defend or enforce its rights in the IPR (including without limitation by procuring from the Workers and its other employees, agents and contractors all requisite assignments and waivers), and shall not do or fail to do (and shall use its best endeavors procure that to employees, workers, agents, officers or sub-contractors

shall not do or fail to do) any act which would or might prejudice Hable's rights under this Clause 6.

- 6.6. If Hable specifically agrees in writing that the Developed IPR shall belong to the Customer then the Developed IPR shall vest in the Customer absolutely and the Customer shall grant Hable a worldwide, royalty free, revocable license to use the Developed IPR.

7. Customer Obligations

- 7.1. The Customer shall:
 - (a) Co-operate with Hable in all matters relating to the Services and appoint a Customer's project manager, who shall have the authority to contractually bind the Customer on matters relating to the Services;
 - (b) Provide in a timely manner such access to the Customer's premises, equipment and data, and such office accommodation and other facilities, as is requested by Hable;
 - (c) Provide in a timely manner such information as Hable may request, and ensure that such information is accurate in all material respects; and
 - (d) Be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.
 - (e) Comply with any prerequisite obligations specified by Hable in any project start up document, scope of work or otherwise.
- 7.2. If Hable'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, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to Hable on demand all reasonable costs, charges or direct losses sustained or incurred by it in respect to damage to property, injury to or death of any person subject to Hable confirming and evidencing such costs, charges and losses to the Customer in writing.
- 7.3. If the Customer wishes to change the scope of the Services, it shall submit details of the requested change to Hable in writing.
- 7.4. If the Customer requests a change to the scope or execution of the Services, Hable 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 Hable's charges arising from the change;
 - (c) the likely effect of the change on the Services or Scope of Works; (d) any other impact of the change on the terms of the Contract.
- 7.5. If the Customer wishes Hable to proceed with the change, Hable has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the scope of works and any other relevant terms of the Contract to take account of the change.
- 7.6. If Hable requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

8. Confidentiality

- 8.1. Neither party may use or disclose the other party's Confidential Information, or such information is obvious to be confidential except solely in the performance of its own obligations or rights provided under these terms or as provided in clause 8.2.
- 8.2. Either party may disclose the Confidential Information of the other if:
 - 8.2.1. required to do so by law or any regulatory authority PROVIDED that where lawful that party promptly notifies the disclosing party of such requirement and co-operates with the disclosing party regarding the manner scope or timing of such disclosure or any action that the disclosing party may take to challenge the validity of any such requirement, and
 - 8.2.2. any other person whose duties reasonably require such disclosure for the performance of the Contract on the strict condition that each such person to whom such disclosure is made is informed of the obligation of confidentiality under these conditions and complies with those obligations as if they were bound by them.
- 8.3. Each party may only use the other party's name and logo for any reasonable marketing purposes with express written consent from the party's Company Director.

9. Non-Solicitation

- 9.1. During the term of the Contract and for a period of (a) 6 months after its expiry or termination or (b) if later, the last day of provision of the Services, both Parties undertakes that it will not without the Other Party's prior written consent directly or indirectly solicit or offer employment or engagement to any Worker who at the time of such action or during a period of 12 months immediately preceding such action was directly involved in the provision of Services to the Customer.

10. Cancellations

- 10.1. Goods:
 - 10.1.1. No Order for Goods which has been acknowledged by Hable may be cancelled by the Customer except with the written agreement of Hable and provided always that the Customer indemnifies Hable in full against direct ~~to~~ costs, damages, charges or expenses incurred by Hable as a result of such cancellation.
- 10.2. Cancellation of Consultancy Services:
 - 10.2.1. If the Customer wishes to cancel an Order or Statement of Work or any part of it for any reason on five or less working days before the specified delivery date Hable reserves the right to charge a cancellation fee at its discretion of 100% of the Invoice Charge.

Hable Terms and Conditions

- 10.2.2. If the Customer wishes to cancel an Order or Statement of Work or any part of it for any reason less than ten working days and no more than 5 working days before the specified delivery date Hable reserves the right to charge a cancellation fee at its discretion of 50% of the Invoice Charge.
- 10.2.3. If the Customer wishes to cancel the Order or Statement of Work or any part of it for any reason on ten or more working days in advance of the specified delivery date, then Hable reserves the right to charge the Customer for any loss and expense incurred by Hable as a result of such cancellation.
- 10.2.4. An Order or Statement of Work will only be deemed to be cancelled where Hable receives written notice of such cancellation detailing those parts of the Order to be cancelled and this must be sent to Hable's registered office address or by e-mail to relevant people and copying Info@hable.co.uk.
- 10.2.5. The parties agree that the cancellation fees stated in this clause 10.2 are a genuine estimate of the losses that Hable will incur in the event of a cancellation by the Customer.
- 10.3. Cancellation of Support Services:
- 10.3.1. If the Customer wishes to cancel a Contract for Support Services or any part of it for any reason Hable will require a minimum of three months' notice. The three-month notice period will be charged at full contract value.
- 10.3.2. An Order for Support Services will only be deemed to be cancelled where Hable receives written notice of such cancellation detailing those parts of the Order to be cancelled and this must be sent to Hable's registered office address or by e-mail to relevant people and copying Info@hable.co.uk.
- 10.3.3. Notwithstanding the Customers cancellation of the Support Services and clause 10.3.1 above any amounts due by the Customer to Hable under the Contract for Support Services shall remain payable for the entire duration of the term as set out in the Contract. If a Customer has paid for Support Services in advance no refunds shall be given where a Contract for Support Services is terminated part way through the fixed term set out in the Contract.

11. Warranties

- 11.1. Goods and Services:
- 11.1.1. The Services included in the supply or provision of Goods or Services will be provided with reasonable care and skill.
- 11.1.2. Unless otherwise agreed in writing the Goods are sold with the benefit of the manufacturer's warranty only (where available) and the Customer's only remedy for breach of that warranty is as stipulated in the relevant manufacturer's terms and conditions.
- 11.1.3. The warranties set out in this clause 11 are in place of all other express or implied warranty including any implied warranties of satisfactory quality and fitness for a particular purpose. Hable does not warrant that the Goods or Services will meet the Customer's requirements or that the operation of the Goods will be uninterrupted or error free. No oral or written communications by or on behalf of Hable shall create a warranty or in any way increase the scope of the warranties given by Hable.
- 11.1.4. The warranties given under this clause 11 do not apply to Goods or any part thereof which have:
- 11.1.5. been modified, altered, tampered or repaired in any way while in the Customer's possession custody or control other than in the ordinary course of installation effected in accordance with the installation manual; or
- 11.1.6. been operated other than in accordance with the recommendations of Hable or the manufacturer not been maintained or used in accordance with the manufacturers guidelines or good industry practice.
- 11.2. Services:
- 11.2.1. Where Hable Consultancy Services have been delivered and accepted Hable will warranty the Services provided for a period of 14 days post acceptance. This relates specifically to work delivered within the Order or Statement of Work ONLY.

12. Returns

- 12.1. Goods:
- 12.1.1. Hable retains the right at its sole discretion whether to accept the return of any defective Goods or whether to repair any Goods or issue a credit note in respect thereof.
- 12.1.2. If Hable agrees to accept returned Goods such Goods must be completely unused and in resalable condition along with the original packaging manuals and accessories unless otherwise agreed.
- 12.1.3. Where Hable agrees to accept Goods returned as a condition of the manufacturer's warranty the Customer must request a Returns Code from Hable and this must be marked clearly on the returned Goods.
- 12.1.4. The Customer shall be responsible for all costs incidental to the return of the Goods including insurance and carriage, and such returned Goods shall remain the risk of the Customer during transit. Hable does not accept liability for any Goods lost or damaged during transit. The Customer shall be responsible for providing safe delivery.
- 12.1.5. On receipt of the returned Goods Hable shall assess the Goods against the stated fault if any. If no fault is located and the Goods are in full working order it shall be returned to the Customer at the Customer's expense.
- 12.1.6. Returned Goods found to be defective which are consequently replaced by Hable shall become the absolute property of Hable.
- 12.1.7. Hable shall have no liability to accept the return of Goods (or to otherwise repair or alter a credit note in respect thereof) where Goods have been made use of following notification to Hable that such Goods are defective.

13. Freedom of Information

- 13.1. These conditions are entirely without prejudice to the obligations of the Customer under the provisions of the Freedom of Information Act 2000 (including any subordinate legislation made under such Act and any Codes of Practice and/or Guidance issued by the Information Commissioner or any relevant Government Department) ("the Act") and any disclosure of Confidential Information by the Customer pursuant to an obligation under the Act shall not be a breach of these conditions.

14. Limitation of Liability – Hable

- 14.1. The following provisions set out the entire financial liability of Hable (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 14.1.1. Any breach of the Contract howsoever arising;
- 14.1.2. Any use made by the Customer of the Services, the Goods, the Documentation, or any part of them; and
- 14.1.3. Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.
- 14.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3. Nothing in these conditions excludes the liability of Hable:
- (a) for death or personal injury caused by Hable's negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any other matter for which it would be illegal to try to exclude liability for.
- 14.4. Subject to condition 10.3
- (a) Hable shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:-
- (ix) loss of profits; or
- (x) loss of business; or
- (xi) depletion of goodwill or similar losses; or
- (xii) loss of anticipated savings; or
- (xiii) loss of goods; or
- (xiv) loss of contract; or
- (xv) loss of use; or
- (xvi) loss or corruption of; or
- (xvii) any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses
- (b) Hable's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to:
- (i) the price actually paid by the Customer for the Services in any 1 year; or
- (ii) £50,000
- Whichever is the lesser.

15. Limitation of Liability – Customer

- 15.1. The Customers' liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation, restitution or otherwise arising in connection with the Contract shall be limited to:
- (a) £50,000; or
- (b) the total Invoice Charge in respect of the Contract plus VAT whichever is the greater.

16. Data Protection

- 16.1 The Parties acknowledge that if, in providing the Services, the Customer is required to process Personal Data, for the purposes of the Data Protection Legislation, Hable Consultancy Services shall, unless agreed otherwise, be the Data Controller and the Customer shall be a Data Processor and, where the Customer or a Customer's Sub-processor is required to process Personal Data, the following shall apply:
- 16.2 16.1.1 the only processing that the Customer, or a Customer's Sub-processor, shall be authorised to do shall be specified by Hable Consultancy Services and may not be determined by the Customer;
- 16.3 16.1.2 the Customer shall notify Hable Consultancy Services immediately if it considers that any of Hable Consultancy Services' instructions infringe the Data Protection Legislation.
- 16.4 16.1.3 the Customer shall provide all reasonable assistance with Hable Consultancy Services in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of Hable Consultancy Services, include:
- 16.5 a) a systematic description of the envisaged processing operations and the purpose of the processing;
- 16.6 b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- 16.7 c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- 16.8 d) the measures envisaged to address the risks, including safeguards, security measures, and mechanisms to ensure the protection of Personal Data;
- 16.9 16.1.4 the Customer shall, in relation to any Personal Data processed in connection with its obligations:
- 16.10 a) process that Personal Data only as specified by Hable Consultancy Services, in accordance with Clause 16.1.1, unless the Customer is required to do otherwise by

Hable Terms and Conditions

- law. If it is so required, the Customer shall promptly notify Hable Consultancy Services before processing the Personal Data unless prohibited by law;
- 16.11 b) ensure that it has in place Protective Measures, which have been reviewed and approved by Hable Consultancy Services as appropriate to protect against a Data breach event having taken account of the:
- 16.12 (i) nature of the data to be protected;
- 16.13 (ii) harm that might result from a Data breach event;
- 16.14 (iii) state of technological development; and
- 16.15 (iv) cost of implementing any measures;
- 16.16 c) ensure that:
- 16.17 (i) its employees, its Sub-processors and agents do not process Personal Data except in
- 16.18 accordance with this Clause 16;
- 16.19 (ii) it takes all reasonable steps to ensure the reliability and integrity of any Customer's Sub-processor personnel who have access to the Personal Data and ensure that they:
- 16.20 (A) are aware of and comply with the Customer's duties under this Clause 16;
- 16.21 (B) are subject to appropriate confidentiality undertakings with the Customer or, in the
- 16.22 case of Customer's Sub-processor personnel, the relevant Customer's Sub-processor;
- 16.23 (C) are informed of the confidential nature of the Personal Data and do not publish,
- 16.24 disclose or divulge any of the Personal Data to any third party unless directed in
- 16.25 writing to do so by Hable Consultancy Services or as otherwise permitted by this Clause 16; and
- 16.26 (D) have undergone adequate training in the use, care, protection, and handling of
- 16.27 Personal Data;
- 16.28 d) not transfer Personal Data outside of the EU unless the prior written consent of Hable Consultancy Services has been obtained and the following conditions are fulfilled:
- 16.29 (i) Hable Consultancy Services or the Customer has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by Hable Consultancy Services;
- 16.30 (ii) the Data Subject has enforceable rights and effective legal remedies;
- 16.31 (iii) the Customer complies with its obligations under the Data Protection Legislation by
- 16.32 providing an adequate level of protection to any Personal Data that is transferred (or, if it
- 16.33 is not so bound, uses all reasonable endeavors to assist Hable Consultancy Services in meeting its obligations); and
- 16.34 (iv) the Customer complies with any reasonable instructions notified to it in advance by Hable Consultancy Services with respect to the processing of the Personal Data;
- 16.35 e) at the written direction of Hable Consultancy Services, delete or return Personal Data (and any copies of it) to Hable Consultancy Services on termination of the Contract unless the Customer is required by law to retain the Personal Data, and
- 16.36 f) ensure that records are created, managed, used, retained and/or destroyed in such a manner to maintain their confidentiality, integrity and availability in accordance with relevant laws;
- 16.37 16.1.5 Subject to clause 16.1.6, the Customer shall notify Hable Consultancy Services immediately if it:
- 16.38 a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- 16.39 b) receives any Subject Rights Requests;
- 16.40 c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 16.41 d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 16.42 e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
- 16.43 f) becomes aware of a Data breach, and within 24hrs of being aware of the breach.
- 16.44 16.1.6 The Customer's obligation to notify under Clause 16.1.5 shall include the provision of further information to Hable Consultancy Services in phases, as details become available.
- 16.45 16.1.7 Taking into account the nature of the processing, the Customer shall provide Hable Consultancy Services with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 16.1.5 (and insofar as possible within the timescales reasonably required by Hable Consultancy Services) including by promptly providing:
- 16.46 a) Hable Consultancy Services with full details and copies of the complaint, communication or request;
- 16.47 b) such assistance as is reasonably requested by Hable Consultancy Services to enable Hable Consultancy Services to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 16.48 c) Hable Consultancy Services, at its request, with any Personal Data it holds in relation to a Data Subject;
- 16.49 d) assistance as requested by Hable Consultancy Services following any Data Breach Event; or
- 16.50 e) assistance as requested by Hable Consultancy Services with respect to any request from the Information Commissioner's Office, or any consultation by Hable Consultancy Services with the Information Commissioner's Office;
- 16.51 16.1.8 The Customer shall maintain complete and accurate records and

- information to demonstrate its compliance with this Clause 16.
- 16.52 16.1.9 The Customer shall allow for audits of its data processing activity by Hable Consultancy Services or Hable Consultancy Services designated auditor.
- 16.53 16.1.10 The Customer shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 16.54 16.1.11 Before allowing any of its Sub-processors to process any Personal Data related to this Contract, the Customer must:
- 16.55 a) notify Hable Consultancy Services in writing of the intended Sub-processor and processing;
- 16.56 b) obtain the written consent of Hable Consultancy Services;
- 16.57 c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause 16 such that they apply to the Customer's Sub-processor; and
- 16.58 d) provide Hable Consultancy Services with such information regarding the Customer's Sub-processor as Hable Consultancy Services may reasonably require;
- 16.59 16.1.12 The Customer shall remain fully liable for all acts or omissions of any of its Sub-processors.

17. Data Protection

- 17.1 The Customer shall comply, and ensure that any of its sub-processors comply, with Hable Consultancy Services' "Data Protection Policy" or any replacement document, a copy of which is available on Hable Consultancy Services' internet homepage at <https://www.hable.co.uk> or upon request.

18. Termination

- 18.1. Hable may terminate the Contract immediately by serving the other party with a written notice if:
- 18.1.1. the Customer commits any material breach of these conditions which if capable of remedy is not remedied within 21 days of Hable providing the other with a written notice specifying the breach and requiring its immediate remedy; or

Hable Terms and Conditions

- 18.1.2. A resolution is passed, a petition presented, or an order made for winding up of the Customer (except for the purpose of a bona fide reconstruction or amalgamation) or if
- an application is made for the appointment of an administrator or the Customer becomes subject to an administration order or a receiver or administrative receiver is appointed over its property or assets, or it becomes insolvent or would be taken as insolvent under Section 123 of the Insolvency Act 1986 or is dissolved or otherwise threatens or ceases to carry on business.
- 18.1.3. Hable reasonably believes the Customer is about to experience any of the events specified at 17.1.2.
- 18.2. Hable may terminate the Contract immediately by serving the Customer with a written notice if the Customer fails to pay any invoice within 30 days of receipt.
- 18.3. Either party may terminate the agreement for convenience by providing the other party with no less than 30 days' notice.
- 18.4. On termination of the Contract for any reason each party shall return (upon request) or delete any of the other party's Confidential Information and provide the other party with a written notice certifying compliance with sub-clause 8.2.
- 18.5. Where the Customer has subscribed to Hable Support Services then notwithstanding termination of the whole Contract, the Customer shall be liable to pay the charges for the entire term set out in the Contract and clause 10.3 shall apply accordingly.

19. Discrimination

- 19.1. Both Parties shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.

20. Force Majeure

- 20.1. Neither party will be in breach of these conditions or otherwise liable to the other party for any delay in the performance or any non-performance of any obligations under the Contract (and time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure.

21. Compliance with relevant requirements

- 21.1. Hable and the Customer shall
- 21.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 21.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 21.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements will enforce them where appropriate;
- 21.1.4. provide such supporting evidence of compliance as Hable may reasonably request.
- 21.2. Breach of this clause 20 shall be deemed a material breach.
- 21.3. For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively.

22. General

- 22.1. These Conditions set out the entire agreement and understanding between the parties in connection with its subject matter. In particular, the Customer acknowledges that these conditions supersede any previous agreement between the parties and represents the entire understanding between the parties and the Customer acknowledges and agrees that it has not entered into the Contract in reliance upon any representations, agreement, statements, replies to specific enquires made or alleged to have been made by Hable at any time PROVIDED that nothing in these conditions shall affect the liability of either party in respect of any misrepresentation warranty or condition that it makes fraudulently.
- 22.2. These Conditions may not be amended modified varied or supplemented except by written agreement signed by or on behalf of both parties.
- 22.3. Failure by either party to exercise or enforce any rights or the giving of any forbearance delay or indulgence will not be construed as a waiver of its rights under the Contract or otherwise.
- 22.4. If any part of these conditions shall be found to be unlawful, void or voidable it shall be severed from the Contract and shall not affect the validity or enforceability of the remainder of these conditions.
- 22.5. Each party shall ensure that in the performance of its obligations under the Contract it will always comply with the Data Protection Act 1998.
- 22.6. These conditions as far as they have not been performed at or can take effect after shall remain in full force and effect notwithstanding Termination.
- 22.7. Notices under these conditions shall be in writing and sent via email to the other party's nominated email address (copying info@hable.co.uk) or such other address as a party may from time to time specify. Notices sent in accordance with this clause 21.7 shall be deemed to be delivered at the time the email was sent or the following business day if the email is sent outside of business hours or on a non-working day (Saturdays, Sundays and public holidays).

- 22.8. Nothing in these conditions shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 22.9. These conditions shall be interpreted and operated in accordance with the Law of England and Wales and the parties submit themselves to the jurisdiction of the Courts of England and Wales.
- 22.10. If a dispute arises between Hable and the Customer, both parties will attempt in good faith to resolve the dispute within 21 days upon notice of the dispute. If the parties cannot come to a resolution within 21 days from the date of notification, the parties shall refer the dispute to an agreed method of Alternative Dispute Resolution (ADR) where each party shall bear their own costs. For the avoidance of doubt however, nothing in this Agreement shall restrict either party's right to commence legal proceedings.