

Terms and Conditions

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	has the meaning given in Clause 2.4;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business;
"Client"	the person or firm named in the Scope Document who purchases the Goods and/or Services from the Service Provider;
"Commencement Date"	has the meaning given in Clause 2.3;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018);
"Delivery Location"	has the meaning given in Clause 5.2;
"Goods"	means the computer hardware to be provided by the Service Provider as set out in the Scope Document;
"Fees"	the fees for the Goods and/or Services set out in the Scope Document or as otherwise notified to the Client from time to time;

"Order"	means each order placed by a Client for the provision of the Goods and/or Services by the Service Provider, whether by issuing a purchase order, signing the Scope Document, sending an email or a verbal confirmation or otherwise;
"Premises"	means the Client's premises at which the Services are to be provided to the Client;
"Scope Document"	any information provided by the Service Provider to the Client in writing detailing any aspect of the Goods and/or Services to be provided by the Service Provider (including but not limited to any proposal documents, quotations and, specifications) ;
"Services"	the project development and/or IT support and/or subscription services to be provided by the Service Provider to the Client as set out in the Scope Document;
"Service Provider"	Synergi Software Limited, a company registered in England and Wales with company number 08539162 whose registered office is located at 185 Fleet Street, London, England, EC4A 2HS and has a business address of 2 The Staithes, The Watermark, Gateshead, NE11 9SN;
"Specified Software"	means the computer software which is to be supported by the Service Provider as set out in the Scope Document;
"Term"	means the term of this Agreement from the Commencement Date until the date this agreement terminates in accordance with Clause 13; and
"Terms and Conditions"	these terms and conditions.
1.2	Unless the context otherwise requires, each reference in this Agreement to:
1.2.1	"writing", and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
1.2.2	a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

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- 1.2.3 "this Agreement" is a reference to this Agreement as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of this Agreement
 - 1.2.5 a "Party" or the "Parties" refer to the parties to this Agreement.
 - 1.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - 1.4 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
 - 1.5 Words imparting the singular number shall include the plural and vice versa.
 - 1.6 References to any gender shall include any other gender.
 - 1.7 References to persons shall include corporations.
2. The Agreement
- 2.1 These Terms and Conditions apply to the Agreement to the exclusion of any other terms the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 - 2.2 Each Order constitutes an offer by the Client to purchase the Goods and/or Services in accordance with these Terms and Conditions.
 - 2.3 The Order shall only be deemed to be accepted on the earlier of:
 - 2.3.1 the Service Provider issuing a confirmation e-mail to the Client accepting the Order; and
 - 2.3.2 the Service Provider doing any act consistent with fulfilling the Order,at which point the Agreement shall come into existence ("Commencement Date").
 - 2.4 The Agreement shall comprise of the following documents and in the following order of precedence to the extent of any conflict or inconsistency between the same:
 - 2.4.1 the Scope Document; and
 - 2.4.2 these Terms and Conditions(together the "Agreement").
3. The Services
- 3.1 The Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client in accordance with the provisions of this Clause 3 and in accordance with the Scope Document in all material respects.

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- 3.2 The Service Provider shall provide the Services only as specified in the Scope Document during the service hours or time periods set out in the Scope Document and only in relation to the Goods (if any) and the Specified Software.
 - 3.3 The Service Provider shall use all reasonable endeavours to meet any performance times specified in the Scope Document but any such times shall be estimates only and time shall not be of the essence for performance of the Services.
 - 3.4 The Service Provider warrants to the Client that the Services will be provided using reasonable care and skill.
 - 3.5 Where the project development services include the development of software by the Service Provider (as specified in the Scope Document), the Service Provider warrants that such software shall, at the date it is accepted by the Client (in accordance with the Scope Document) and for a period of one hundred and eighty (180) days after that date, perform in all material respects in accordance with the Scope Document.
 4. Specified Software
 - 4.1 The Service Provider shall provide the Specified Software to the Client under the licence terms provided by the relevant third parties which may include a one-off licence fee and/or a subscription licence fee (such fee to be included in the Fees payable under this Agreement as set out in the Scope Document). Copies of such licence terms shall be made available to the Client on request.
 - 4.2 The Client agrees to be bound by such third party licence terms and acknowledges that the consequences of failing to comply with any such licence terms are specified by the relevant third party and are outside the control of the Service Provider. Such terms may include the right of such third party to suspend provision of the Specified Software and delete any Client data held by such third party at the point of suspension in the event of a breach of the licence terms due to an act or omission of the Client.
 - 4.3 Where third party subscription licence fees in respect of any Specified Software are payable in advance by the Client, the Service Provider shall not be obliged to contract with or pay the third party provider of any Specified Software until it is in receipt of funds from the Client to cover any such third party subscription licence fees.
 - 4.4 On termination of the Agreement for any reason, the Client shall be liable to pay the Service Provider for all third party licence fees due up to the date of expiry of the Agreement (regardless of the earlier termination of the Agreement).
 5. The Goods
 - 5.1 The Service Provider shall supply the Goods in accordance with the Scope Document.
 - 5.2 The Service Provider shall deliver the Goods to the location set out in the Scope Document or such other location as the parties may agree prior to delivery (the "Delivery Location").
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- 5.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
 - 5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Service Provider shall not be liable for any loss or damage to the Client (however arising) for any delay in delivering the Goods beyond the period quoted.
 - 5.5 If the Service Provider fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
 - 5.6 The Service Provider may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.
 - 5.7 The risk in the Goods shall pass to the Client on completion of delivery.
 - 5.8 Title to the Goods shall not pass to the Client until the Service Provider receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Service Provider has supplied to the Client in respect of which payment has become due.
 - 5.9 Until title to the Goods has passed to the Client, the Client shall:
 - 5.9.1 store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Service Provider's property;
 - 5.9.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Service Provider's behalf from the date of delivery.
 - 5.10 At any time before title to the Goods passes to the Client, the Service Provider may require the Client to deliver up all Goods in its possession and if the Client fails to do so promptly, the Service Provider may enter any premises of the Client or of any third party where the Goods are stored in order to recover them.
 - 5.11 The Client shall be entitled to the benefit of any warranty given by the manufacturer of the Goods for the period of such warranty.
 - 5.12 During such warranty period, subject to clause 5.13, the Service Provider shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
 - 5.12.1 the Client gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the manufacturer's warranty;
 - 5.12.2 the Service Provider is given a reasonable opportunity of examining such Goods; and
 - 5.12.3 the Client (if asked to do so by the Service Provider) returns such Goods to the Service Provider's place of business at the Client's cost.
 - 5.13 The Service Provider shall not be liable for the Goods' failure to comply with the warranty where such defect is due to any act or default of the Client.
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- 5.14 Except as provided in this clause 5, the Service Provider shall have no liability to the Client in respect of the Goods' failure to comply with the manufacturer's warranty.

6. Service Provider's Obligations

- 6.1 The Service Provider shall provide the Client with such information and advice in connection with the Goods and/or Services and the provision of such Goods and/or Services as the Client may, from time to time, reasonably require during the provision of the Goods and/or Services.
- 6.2 The Service Provider shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Service Provider and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.

7. Client's Obligations

- 7.1 The Client shall provide the Service Provider with such information in connection with the Goods and/or Services and the provision of such Goods and/or Services as the Service Provider shall reasonably require both before and during the provision of the Goods and/or Services.
- 7.2 The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provision of this Agreement.
- 7.3 The Client shall act in accordance with any and all reasonable instructions issued by the Service Provider in relation to the Goods and/or Services.
- 7.4 If the Service Provider's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):
- 7.4.1 without limiting or affecting any other right or remedy available to it, the Service Provider shall have the right to suspend performance of its obligations until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Service Provider's performance of any of its obligations;
- 7.4.2 the Service Provider shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this clause 7.4; and
- 7.4.3 the Client shall reimburse the Service Provider on written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Client Default.
- 7.5 The Client shall use reasonable endeavours to keep the Service Provider informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Service Provider and the Client shall promptly

take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.

8. Fees, Payment and Cancellation Policy

- 8.1 The Client shall pay the Fees to the Service Provider in accordance with this Clause 8 and the Scope Document as consideration for the Goods and/or Services.
- 8.2 All payments required to be made pursuant to this Agreement by either Party shall be made within 30 days of the date of the relevant invoice in GBP in cleared funds by direct debit only to such bank in the United Kingdom as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 8.3 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- 8.4 All amounts payable by the Client under this Agreement are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under this Agreement by the Service Provider to the Client, the Client shall, on receipt of a valid VAT invoice from the Service Provider, pay the Service Provider such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.5 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 13.4.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at the rate of 3% per annum over the Bank of England base rate from time to time in force.
- 8.6 The Service Provider reserves the right to vary the Fees at any time on thirty (30) days prior written notice to the Client. Such increases will be limited to;
 - 8.6.1 an increase in user numbers to be covered as part of the service; or
 - 8.6.2 an increase in servers or other equipment to be covered as part of the service; or
 - 8.6.3 an increase in 3rd party applications or subscription users to be covered as part of the service; or
 - 8.6.4 an increase in any 3rd party applications or subscription costs provided to the client as part of the service; or
 - 8.6.5 an increase in the consultancy or support services provided to the client as part of the service; or
 - 8.6.6 any other increase in cost of providing the Services which is outside the reasonable control of the Service Provider.

- 8.7 The Service Provider may increase the Fees on an annual basis with effect from each anniversary of the Commencement Date to take account of any increase in the costs to the Service Provider of providing the Services and in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index.
- 8.8 Without prejudice to any other rights that the Service Provider may have, the Service Provider may immediately suspend provision of the Goods and/or Services (including the provision of any Specified Software) if the Client fails to make any payment by the due date for payment. The Service Provider's obligation to pay all third party subscription licence fees in respect of any Specified Software on behalf of the Client is subject to the Service Provider receiving such fees from the Client by the due date for payment.
- 8.9 Once an Order has been accepted by the Service Provider in accordance with clause 2.3, the Client is liable to pay the Fee in full for the Goods and/or Services. Where the Client seeks to cancel or reschedule the Services, the Service Provider may, in its absolute discretion, agree to such cancellation or rescheduling. In such circumstances, the Service Provider shall be entitled to invoice a proportion of the Fee to be calculated as outlined in the table below:

Notice Period	% of Fee payable
Less than 4 weeks prior to the Services commencing:	25 %
Less than 2 weeks prior to the Services commencing	50 %
Less than 1 weeks prior to the Services commencing	100%

- 8.10 Where the Services as set out in the Scope Document include the allocation of a certain number of days to the Client, any unused days shall be lost if not used within twenty four (24) months of the Commencement Date (unless the Service Provider agrees to extend this period in its absolute discretion).

9. Intellectual Property

- 9.1 For the purposes of this clause 9, Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names, 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.

- 9.2 Unless specified otherwise in the Scope Document, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Service Provider and/or the relevant third party licensor of the Specified Software.
- 9.3 Unless specified otherwise in the Scope Document, the Service Provider grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, nonexclusive, royalty-free licence during the term of the Agreement to copy and modify the deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services.
- 9.4 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 9.3.
- 9.5 The Client grants the Service Provider a fully paid-up, non-exclusive, royalty-free, nontransferable licence to copy and modify any materials provided by the Client to the Service Provider for the term of the Agreement for the purpose of providing the Services to the Client.

10. Limitation of Liability

- 10.1 Unless expressly set out otherwise in this Agreement, the Service Provider makes and the Client receives no warranty, express or implied, and all warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Agreement.
- 10.2 The following provisions set out the entire financial liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:
 - 10.2.1 any breach of the Agreement however arising;
 - 10.2.2 any use made by the Client of the Goods and/or Services or any other services provided under this Agreement or any part of them; and
 - 10.2.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 10.3 Nothing in this Agreement excludes the liability of either Party:
 - 10.3.1 for death or personal injury caused by such Party's negligence;
 - 10.3.2 for fraud or fraudulent misrepresentation; or
 - 10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.4 Subject to the previous provisions of this clause 10, the Service Provider shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - 10.4.1 loss of profits; or

- 10.4.2 loss of business; or
- 10.4.3 depletion of goodwill or similar losses; or
- 10.4.4 loss of anticipated savings; or
- 10.4.5 loss of goods; or
- 10.4.6 loss of contract; or
- 10.4.7 loss of use; or
- 10.4.8 loss or corruption of data or information; or
- 10.4.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 Subject to the previous provisions of this clause 10, the Service Provider's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to whichever is the lower amount of:
 - 10.5.1 the annual Fees paid under this Agreement (excluding all pass-through third party costs); or
 - 10.5.2 the total project cost (excluding all pass-through third party costs).
- 10.6 Subject to clause 10.7, unless the Client notifies the Service Provider that it intends to make a claim in respect of an event within the notice period, the Service Provider shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.7 The Client's sole remedy for breach of the warranty under clause 3.5 shall be correction of the relevant defect by the Service Provider within a reasonable time from notification by the Client of the defect that constitutes such breach. The Service Provider shall not be liable for any failure to comply with the warranty under clause 3.5 where such defect is due to any act or default of the Client.

11. Confidentiality

- 11.1 Each Party undertakes that, except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for a period of 2 years after its termination:
 - 11.1.1 keep confidential all Confidential Information;
 - 11.1.2 not disclose any Confidential Information to any other party;
 - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any Confidential Information to:

11.2.1.1 any sub-contractor or supplier of that Party;

11.2.1.2 any governmental or other authority or regulatory body; or

11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Goods and/or Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

12. Force Majeure

12.1 The Service Provider shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement where such failure is due to events, circumstances or causes beyond its reasonable control including, but not limited to, terrorist acts, natural catastrophe, acts of war, governmental action, fire, flood, or other act of God, epidemic, pandemic or other public health event, power failure, internet service provider failure, cyber security attack, virus propagation, improper shut down of the Network and related Network Systems / Services.

12.2 In the event that the Service Provider cannot perform its obligations hereunder as a result of force majeure for a continuous period of 90 days, either Party may terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Goods and/or Services provided up to the date of termination where such Goods and/or Services have not already been invoiced and paid for.

13. Term and Termination

13.1 This Agreement shall come into force on the Commencement Date and shall continue for the initial term specified in the Scope Document, subject to the provisions of this Clause 13.

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- 13.2 Subject to clause 13.3, at the end of the initial term (and each extended term), this Agreement shall automatically renew for a further term of twelve (12) months or such other period as is specified in the Scope Document (each an "extended term") unless specified otherwise in the Scope Document .
- 13.3 Either Party may terminate this Agreement by giving to the other notice not later than three (3) months before the end of the initial term or the relevant extended term, to terminate this Agreement at the end of the initial term or the relevant extended term (as the case may be).
- 13.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 13.4.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 60 Business Days of the due date for payment;
- 13.4.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 60 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 13.4.3 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 13.4.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- 13.4.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.5 For the purposes of sub-Clause 13.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.6 The rights to terminate this Agreement given by this Clause 13 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
14. Effects of Termination
- Upon the termination of this Agreement for any reason:
- 14.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 14.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain In full force and effect;
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- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 14.4 subject as provided in this Clause 14 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 14.5 each Party shall (except to the extent referred to in Clause 11) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

15. Data Protection

- 15.1 All personal information that the Service Provider may use will be collected, processed, and held in accordance with the Service Provider's Privacy Notice (a copy of which is available at <https://www.teamsynergi.co.uk/privacy-policy/>).
- 15.2 In this Clause 15, "personal data", "data subject", "controller", "processor", and "personal data breach" shall have the meaning set out in the Data Protection Legislation.
- 15.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 15 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 15.3 For the purposes of the Data Protection Legislation and for this Clause 15, the Service Provider is the "Processor" and the Client is the "Controller".
- 15.4 The Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Processor for the purposes described in this Agreement.
- 15.5 The Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
 - 15.5.1 Process the personal data only on the written instructions of the Controller unless the Processor is otherwise required to process such personal data by law. The Processor shall promptly notify the Controller of such processing unless prohibited from doing so by law.
 - 15.5.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
 - 15.5.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

- 15.5.4 not transfer any personal data outside of the UK without the prior written consent of the Controller and only if the following conditions are satisfied:
 - 15.5.4.1 The Controller and/or the Processor has/have provided suitable safeguards for the transfer of personal data;
 - 15.5.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 15.5.4.3 The Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 15.5.4.4 The Processor complies with all reasonable instructions given in advance by the Controller with respect to the processing of the personal data.
- 15.5.5 Assist the Controller in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office) subject to the Controller paying the Service Provider's reasonable and proportionate costs in responding to all such requests;
- 15.5.6 Notify the Controller without undue delay of a personal data breach;
- 15.5.7 On the Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and
- 15.5.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 15 and to allow for audits by the Controller and/or any party designated by the Controller on reasonable notice and at reasonable times and at the Controller's cost and provided that the Controller shall request such audits no more frequently than once a year.
- 15.6 The Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 15 without the prior written consent of the Controller (such consent not to be unreasonably withheld). In the event that the Processor appoints a sub-processor, the Processor shall:
 - 15.6.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Processor by this Clause 15 and which shall permit both the Processor and the Controller to enforce those obligations; and
 - 15.6.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 15.7 Either Party may, at any time, and on at least 45 Calendar days' notice and subject to the other Party's agreement, alter this Clause 15, replacing it with

any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

- 15.8 Notwithstanding the other provisions of this clause 15, the Client consents to the transfer to and processing of personal data by the third party licensors of the Specified Software in accordance with their licence terms.
16. TUPE
- 16.1 The parties acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE") are not anticipated to apply on the commencement of the Services.
- 16.2 In the event that TUPE does apply, the Client shall indemnify and keep indemnified the Service Provider and its sub-contractors from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in respect of the employment or termination of employment of any person employed or engaged by or on behalf of the Client in the delivery of services equivalent to the Services prior to the Commencement Date of the Services who is found to or is alleged to transfer to the Service Provider and/or its sub-contractors under TUPE.
17. Insurance
- 17.1 The Service Provider shall maintain at its sole expense the following;
- 17.1.1 Public and products liability insurance for personal injury and property damage with a limit of indemnity of £5,000,000
- 17.1.2 Professional Indemnity insurance (AKA Errors & Omissions Liability insurance) with a limit of indemnity of £5,000,000
- 17.1.3 Employers liability insurance with a limit of indemnity of £5,000,000
- 17.1.4 Cyber and Data insurance with a limit of indemnity of £1,000,000.
- 17.2 At the Client's request, the Service Provider agrees to provide the Client with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by the Client.
18. No Waiver
- No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
19. Further Assurance
- Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.
20. Costs

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

21. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

22. Assignment and Sub-Contracting

22.1 Subject to clause 15, the Service Provider may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

22.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the Service Provider.

22.3 This Agreement shall continue and be binding on the transferee, successors and permitted assigns of either Party as required.

23. Relationship of the Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

24. Non-Solicitation

24.1 Neither Party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.

24.2 Neither Party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party.

25. Third Party Rights

25.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

26. Notices

- 26.1 Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Scope Document.
- 26.2 Any notice shall be deemed to have been received:
- 26.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 26.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
 - 26.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

27. Entire Agreement

- 27.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter.
- 27.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on any statement, promise or representation made or given by or on behalf of the other Party which is not set out in the Agreement. Nothing in this clause shall exclude or limit either party's liability for fraudulent misrepresentation.

28. Variation

- 28.1 Subject to clause 8.6 and 28.2, this Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 28.2 If either party wishes to change the scope or execution of the Goods and/or Services to be provided, they shall notify the other party in writing and the parties shall seek to agree any such changes required, including the impact that such changes will have on the Fees. Where the parties agree to the changes, the Service Provider shall confirm any required changes to the provisions of the Scope Document by notifying the Client by email.

29. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be

an original, but all the counterparts together shall constitute one and the same instrument.

30. Severance

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

31. Dispute Resolution

- 31.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 31.2 Nothing in this Clause 31 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 31.3 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 31 shall be final and binding on both Parties.

32. Law and Jurisdiction

- 32.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England.
- 32.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.