



condatis

Condatis Terms and Conditions





1 Terms and Conditions

1.1 In these Terms and Conditions, the following terms shall have the meanings given to them below:

“Agreement” means these terms and conditions together with the Statement of Work to which they are attached;

“Business Day” means a day other than a Saturday, Sunday or bank or public holiday in England;

“Charges” means fees due to Condatis from the Client as specified in the Statement of Work;

“Client” means as set out in the Statement of Work;

“Client Data” means all data, including Personal Data, (in any form) that is provided to Condatis by the Client as part of the Services;

“Client Materials” means the software, systems, equipment, documentation and any other materials and information owned by or licensed to Client and supplied to Condatis under or in connection with this Agreement;

“Condatis” means Condatis Group Limited (trading as Condatis);

“Confidential Information” means, in respect of a party, any information which has been designated as confidential by that party in writing or that reasonably ought to be considered as confidential information, including, without limitation: (a) the terms of this Agreement; (b) information relating to the business, assets, affairs, customers, clients, suppliers, or plans or market opportunities of the disclosing party; (c) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and (d) any information developed by the parties in the course of carrying out this Agreement;

“Control” has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expressions change of Control shall be construed accordingly;

“Data Protection Legislation” means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated, or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including (i) the UK Data Protection Act 2018, (ii) the General Data Protection Regulation (EU) 2016/679 as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the UK Commissioner’s Office (or equivalent regulatory body) from time to time;

“Disclosing Party” has the meaning set out in Clause 8.2;

“Force Majeure” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

“Intellectual Property” means any and all patents, utility models, inventions, trademarks, service marks, logos, design rights, copyright, database rights, domain names, knowhow, trade or business names, moral rights, the right to sue for passing off and all similar rights and in each case whether registrable or not in any country (including but not limited to the United Kingdom), and any applications to protect or register such rights and all renewals and extensions of such rights;



“Microsoft Services” means any products or services the Client purchases or licences directly from Microsoft or its affiliates and/or subsidiaries;

“Personal Data” means any information relating to an identified or an identifiable natural person;

“Proprietary Items” has the meaning set out in Clause 7.3;

“Receiving Party” has the meaning set out in Clause 8.2;

“Representatives” has the meaning set out in Clause 8.2;

“Services” means the services to be provided by Condatis as set out in the Statement of Work;

“Services Intellectual Property” has the meaning set out in Clause 7.1;

“Specifically Written Software” means software or coding created through customisation by Condatis (or a sub-contractor) for the Client as part of the Services;

“Statement of Work” means the statement of work and / or Commercial Proposal to which these terms and conditions are attached to;

“Start Date” means the date set out in the Statement of Work when the Services should start;

“Term” has the meaning set out in Clause 11.1; and

1.2 In this Agreement, unless otherwise stated:

1.2.1 headings in this Agreement are included for convenience only and shall have no effect on interpretation;

1.2.2 Condatis and the Client are together the parties and each a party, and a reference to a ‘party’ includes that party’s successors and permitted assigns;

1.2.3 words in the singular include the plural and vice versa; any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.4 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form (including email); and

1.2.5 a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation.

2. SERVICES

2.1 Subject to payment of the Charges by the Client in accordance with Clause 6, Condatis shall provide the Services to the Client in accordance with this Agreement.

2.2 Condatis shall only commence Services in relation to the Statement of Work at the agreed Start Date once such Statement of Work has been executed by both parties. The parties acknowledge and agree that Condatis shall have no obligation to provide any Services and the Client shall have no obligation to pay for any Services in the absence of an executed Statement of Work signed by both parties.

2.3 Condatis shall use all reasonable endeavours to carry out the Services in a professional manner using all reasonable skill and care and shall comply with all applicable laws and regulations from time to time.

2.4 Condatis shall not be liable for any breach, non-performance or delay of performance of its obligations under this Agreement to the extent Condatis is unable to comply with or perform the same because of (whether directly or indirectly): (i) the Client’s (or its agent’s, sub-contractor’s or



employee's) delay in performance, breach of this Agreement and/or negligent acts and/or omissions; and/or (ii) any Client Materials.

2.5 Condatis shall provide the Services on a non-exclusive basis and may undertake other business on behalf of itself and other clients while this Agreement continues in force.

3. CHANGE CONTROL

3.1 Requests for changes to the Statement of Work may be initiated by Condatis or the Client. Any such request should include a detailed description of the proposed change, the reason for the change, and any potential impact on the Services.

3.2 Any changes to the Statement of Work shall be discussed between the parties in good faith, and (if agreed) shall be effective once agreed in writing between the parties.

3.3 The Client acknowledges that the Charges may change due to any change(s) requested under Clause 3.1, and any such changes to the Charges shall be agreed in writing between the parties.

4. REMEDIATION

4.1 In the event of any issues, defects or failures in the Services, the Client shall promptly notify Condatis in writing, providing sufficient detail of the issue.

4.2 Upon receipt of such notice, Condatis shall use reasonable endeavours to investigate and resolve the issue, and where applicable, correct or remedy the issue within a reasonable timeframe.

4.3 Upon the completion of an investigation, if it is determined by Condatis, acting reasonably, that the issue or failure of the Service is attributable to changes, activities or other upgrades undertaken by the Client or its 3rd party providers, Condatis will charge for the investigation and remedial action based on the rate card included in each proposal. Any charges for materials will be agreed with the client prior to the remedial work commencing.

5. CLIENT OBLIGATIONS

5.1 The Client shall cooperate with Condatis and provide such assistance, Client Materials, Client Data, and other information as Condatis shall reasonably require to enable Condatis to provide the Services. The Client shall ensure that such Client Material and other information is accurate and up to date in all material respects.

5.2 The Client shall allow Condatis and its personnel (whether employees, agents or sub-contractors) reasonable access to the Client's facilities and systems, records and personnel (including physical and/or remote digital access) as may be necessary for the performance of the Services from time to time. If Condatis personnel are required to work at the Client's premises the Client and Condatis shall document in the Statement of Work any requirements for accommodation and related services reasonably required for the performance of the Services. Travel time and expenses shall be reimbursable to Condatis only as agreed in advance in writing in a Statement of Work or, if a need arises after the Statement of Work is issued, as separately agreed in advance in writing.

5.3 The Client agrees to pay Condatis all such additional Charges as Condatis may invoice for any delays or wasted expenditure incurred by Condatis in each case as a result of the Client failing to comply with its obligations in this Clause 5.1 and 5.2. These charges will be calculated using the rate card in the applicable proposal and will be applied to those chargeable resources that were allocated to the Client project who cannot be redeployed onto other chargeable work for a maximum period of 10 working days.

5.4 Condatis will assume Client consents to activate a partner admin link (PAL) association with the Client's tenant by linking the Condatis Microsoft partner network ID to any admin credentials Condatis have been granted by the Client to perform services in the Client's Azure environment. The Client shall grant Condatis 'Contributor access' on the client's tenant(s). The Client is free to revoke that access for Condatis at any time.



5.5 Condatis will request Client consent to grant Claiming Partner of Record (CPOR) association to Condatis. The Client shall accept the Condatis CPOR claim on the client's Microsoft Partner Center Dashboard when submitted by Condatis.

6. CHARGES AND PAYMENT

6.1 The Client shall pay the Charges to Condatis. The Charges shall be as specified in the Statement of Work and shall either be a fixed price or calculated on a time and materials basis.

6.2 To the extent that the Charges are calculated on a time and materials basis:

6.2.1 Condatis shall invoice the Client for Services rendered during the relevant invoicing period. Charges will be calculated based on the actual time spent by Condatis' personnel performing the Services, at the applicable daily rates set out in the Statement of Work plus the cost of materials used in the provision of such Services; and

6.2.2 Condatis shall charge a minimum of half a day (i.e. 4 hours) for any time spent on Services provided under this Agreement, regardless of whether the actual time worked is less than 4 hours.

6.3 If a last minute delay is imposed by the Client on any mutually agreed commencement date, the Client shall pay 100% of Charges where the delay is imposed 5 business days or less prior to the commencement of services. This will reduce to 50% of Charges where the delay is imposed between 5 and 10 days from commencement of services, and 25% of Charges when the delay is between 10 and 15 days from commencement of services. Condatis will make reasonable endeavours to redeploy billable staff onto other billable work in the event of any Client imposed delay and, if successful will reduce or not impose the charges.

6.4 Where the Client imposes a mid-project delay or a pause in delivery at any point, Condatis reserves the right to charge a re-mobilisation fee of 20% of Charges.

6.5 Invoices will be issued by Condatis monthly, or as otherwise agreed by the parties and defined in the Statement of Work, and shall be payable by the Customer within thirty (30) days of the date of the invoice. The invoice shall detail: (i) the price payable where the Charges are a fixed price; or (ii) the number of hours worked, the applicable daily rates, the materials used, and any other charges incurred during the invoicing period where the Charges are calculated on a time and materials basis.

6.6 In addition to the Charges for the Services provided under this Agreement, the Client shall pay an administrative fee of 2.5% of the total Charges payable in the relevant month for each invoice issued under Clause 6.3 (and such administrative fee shall be detailed in the relevant invoice issued by Condatis).

6.7 Payment shall be made in £ Sterling in cleared funds to such bank account as may be specified by Condatis from time to time. The sums payable are exclusive of VAT or other sales tax which shall also be borne in full by the Client (if applicable). All sums payable under this Agreement shall be free and clear of all deductions or withholdings whatsoever including indirect taxes, and any other applicable taxes, save only as may be required by law.

6.8 Unless otherwise agreed in writing between Condatis and the Client, where any payment due hereunder is not made in full within thirty (30) days of the due date, Condatis, without prejudice to its other rights hereunder or in law shall be entitled to:

6.8.1 suspend performance of the Services (for as long as any Charges remain unpaid) and Condatis shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and/or

6.8.2 charge interest (before as well as after judgement) on the outstanding amount. Such interest (if charged) shall be compounded monthly at the rate of 2% per annum above the base rate of Condatis' bankers in the UK for the time being in force, from the due date until the sum outstanding is paid in full, and the Client agrees to pay any such interest if charged by Condatis.



6.9 If the Client disputes any portion of an invoice, the Client must notify Condatis in writing within ten (10) days of the date of the invoice, providing details of the disputed amounts. The undisputed portion of the invoice shall remain payable by the due date. The parties shall work in good faith to resolve the dispute promptly.

6.10 Except as otherwise set forth in this Agreement, Charges are non-refundable.

6.11 All undisputed sums payable to Condatis under this Agreement shall become due immediately upon its termination or expiry for whatever cause. This Clause 6.11 is without prejudice to any right to claim for interest or on such sums whether under the law or under this Agreement.

6.12 The Client will reimburse Condatis for Condatis' reasonable expenses, including travel and travel-related expenses, incurred by Condatis at the request of the Client documented in the Statement of Work or as otherwise agreed in advance writing and always in accordance with provisions governing the quantum and evidencing of such expenses in the Statement of Work. . Payment for reasonable expenses will be made in accordance with the payment terms outlined in this Clause 6.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Except as expressly set out in this Agreement, nothing in this agreement shall be construed as transferring or assigning any rights, title, or interest in a party's Intellectual Property to the other party.

All Intellectual Property created or first developed solely in connection with the provision of the Service (including any Specifically Written Software) ("Services Intellectual Property") shall be owned by Condatis, and Condatis hereby grants to the Client a non-revocable, non-exclusive, worldwide royalty-free licence to use the Services Intellectual Property for its internal business purposes.

7.2 The Client hereby grants to Condatis a revocable, non-exclusive, royalty-free licence to use, reproduce, exploit, modify, alter, and integrate into other works the Client Materials solely in connection with the provision of the Services under this Agreement.

7.3 Condatis shall indemnify the Client against all claims, losses or damages incurred by the Client, its employees, officers or agents that Client's use of the deliverables from the Services infringes the Intellectual Property Rights or any other rights of any third party. This provision does not apply where the Client has not complied with its obligations in clause 7.3 in connection with Proprietary Items provided by Condatis in accordance with that clause.

7.3 In the course of performing its obligations under this Agreement, Condatis may use products, materials, tools and methodologies that are proprietary to it or to third parties (collectively, "Proprietary Items"). Condatis will identify to the Client all Proprietary Items in the Services. As between the Client and Condatis, Proprietary Items will be deemed Confidential Information of Condatis for purposes of Clause 8. The Client will neither have nor obtain any rights in such Proprietary Items (or in any modifications or enhancements thereto) other than:

7.3.1 to use them as authorised by Condatis in writing from time to time solely for purposes of performing its responsibilities under this Agreement;

7.3.2 in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party.

7.4 If Proprietary Items are made available to the Client, they will be made available on an "as is" basis and, to the extent permitted by applicable law, without express or implied warranties of any kind. Proprietary Items made available under Clause 7.3.2 will be subject to the terms of the applicable third party licence, which will be made available to the Client. .

7.5 Condatis may use any feedback and suggestions for improvement relating to the Services as provided by the Client without charge or limitation.



7.6 Each party agrees to execute all such documents and do such things as the other party may consider necessary to give effect to this Clause (at the other party's cost).

7.7 This Clause 7 shall survive the termination or expiry of this Agreement.

8. CONFIDENTIALITY

8.1 Each party shall keep the other party's Confidential Information confidential and shall only use it for the purpose for which such Confidential Information was disclosed or as permitted by this Agreement.

8.2 Each party ("Receiving Party") may disclose the other party's Confidential Information ("Disclosing Party") only to those of its employees, agents, sub-contractors or advisors ("Representatives") who need to know such information and who are bound by obligations of confidentiality equivalent to those imposed by this Agreement.

8.3 The provisions of Clause 8.1 shall not apply to any disclosure of Confidential Information where such information:

8.3.1 becomes generally available to the public without a breach by the Receiving Party or its Representatives of this Clause 8;

8.3.2 was, is, or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not under any confidentiality obligations in respect of that information;

8.3.3 was available to (on a non-confidential basis) or lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party; or

8.3.4 is required to be disclosed by a court or regulatory body or is required by law.

8.3.5 without limitation to 8.3.4, is required to be disclosed by Client under Freedom of Information legislation subject to Client claiming any relevant exemptions from disclosure available under the legislation for Condatis' Confidential Information.

8.4 The provisions of this Clause 8 shall survive expiry or termination of this Agreement for a period of five (5) years.

9. DATA PROTECTION

Data other than Personal Data

9.1 Client Data shall at all times remain the property of the Client or its licensors.

9.2 The Client shall also ensure that it has the necessary rights under applicable laws to provide the Client Data to Condatis under this Agreement. The Client shall indemnify Condatis in respect of any claims, loss and damage arising out of a breach of this Clause 9.2.

9.3 If Condatis becomes aware of any allegation that any Client Data may not comply with any other part of this Agreement, Condatis shall have the right to permanently delete or otherwise remove or suspend access to any Client Data which is suspected of being in breach of any part of the Agreement and/or disclose Client Data to law enforcement authorities (in each case without the need to consult the Client).

9.4 The Client acknowledges and agrees that Condatis may retain Client Data and documentation (including electronically held data) which has been incorporated into Condatis' materials and systems or which requires to be kept by Condatis for the professional and regulatory purposes following termination or expiry of this Agreement.

Personal Data

9.5



(a) To the extent that any Personal Data is shared between the parties in connection with this Agreement each party will process the data in accordance with Data Protection Legislation.

(b) To the extent that any Personal Data will be processed by Condatis on behalf of the Client the parties (acting reasonably and in good faith) shall enter into a separate data processing agreement.

9.6 Termination or expiry of this Agreement shall not affect any obligation which due to its nature is designed to survive such termination or expiry, including without limitation this Clause 9.

10. LIMITATIONS OF LIABILITY

10.1 Other than as set out in this Agreement, all warranties, representations, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

10.2 Not used

10.3 Neither party excludes or limits liability to the other party for:

10.3.1 fraud or fraudulent misrepresentation;

10.3.2 any indemnity provision;

10.3.3 death or personal injury caused by negligence;

10.3.4 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.3.5 any matter for which it would be unlawful for the parties to exclude liability.

10.4 Subject to Clause 10.3, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

10.4.1 any loss (whether direct or indirect) of profits, business, business opportunities, reputation or goodwill;

10.4.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);

10.4.3 any destruction, corruption or loss of use of data, software or systems; and/or

10.4.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.

10.5 Clause 10.4 shall not prevent claims for:

10.5.1 direct financial loss that are not excluded under any of the categories set out in Clause 10.4.1 to Clause 10.4.4; or

10.5.2 tangible property or physical damage.

10.6 Subject to Clause 10.3, each party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited to the lower of: (i) three times the total Charges paid or payable by the Client in the preceding twelve (12) month period from the date the claim arose; or (ii) five hundred thousand pounds sterling (£500,000).

11. TERM AND TERMINATION

11.1 This Agreement shall commence on the Start Date and shall continue until a party terminates this Agreement in accordance with this Clause 11 ("Term").



11.2 Either party may terminate the Agreement if the other party is in material breach of any of its obligations under this Agreement, including but not limited to failure by the Client to meet its payment obligations under Clause 6, and the party in breach fails to remedy the breach (if capable of remedy) within a period of thirty days after receipt of written notice from the other party giving details of the breach.

11.3 Either party may terminate the Agreement if:

- (a) the other party ceases trading, or becomes apparently insolvent or has a trustee in sequestration appointed combines with its creditors or has a liquidator, receiver or administrator appoints over all or any of its assets other than for the purposes of amalgamation or reconstruction, or undergoes any analogous act or proceeding.
- (b) the other party is subject to a Change of Control

In the event of termination by the Client under clause 11.2 for breach by Condatis, Client will be entitled to a refund of any pre-paid fees for any unused service period or uncompleted services.

11.4 Condatis may terminate the Agreement immediately upon written notice if:

11.4.1 or

11.4.2 the Client fails to pay any undisputed Charges or amounts due under this Agreement within fifteen (15) days of Condatis notifying the Client of any overdue amount.

11.5 Unless otherwise provided in the Agreement, the Client may terminate the Agreement up to five (5) Business Days prior to commencement of Condatis Services thereunder provided that, on such a termination, the Client will remit to Condatis an amount equal to the sum of:

11.5.1 Condatis charges for the Services it expected to perform in the first ten (10) Business Days;

11.5.2 reimbursement for any third-party charges incurred under the Agreement and already paid or due and owing by Condatis; and

11.5.3 the cost of any non-cancellable commitments or expenses already incurred by Condatis under the Agreement.

11.6 If the Agreement is terminated less than five (5) Business Days prior to the commencement of Condatis Services, the Client will remit to Condatis an amount equal to 100% of estimated Charges for Services under the Agreement together with the other amounts listed above at 11.5.2 and 11.5.3.

11.7 Notwithstanding anything to the contrary above, the Client will not be entitled to terminate the Agreement with respect to third-party software already ordered by Condatis from any third party vendor(s) on the Client's behalf. In the event of any termination by the Client of the Agreement under this clause 11, Condatis will use reasonable commercial efforts to reallocate its resources and terminate or modify any outstanding third-party commitments and will pass any such savings on to the Client.

11.8 Termination or expiry, however or whenever occasioned, shall be subject to any rights and remedies which Condatis and the Client may have under this Agreement or in law.

11.9 Termination or expiry of this Agreement shall not affect any rights, obligations or liabilities which have accrued prior to termination or expiry or which due to their nature are designed to survive such termination or expiry, including without limitation any obligation to pay Charges in accordance with Clause 6 which arises prior to the date of termination or expiry.

11.10 On termination or expiry of this Agreement subject to Clause 11.11: (i) the Client shall immediately stop using the Services; and (ii) each party shall return and make no further use of any equipment, property, documents and other items (and all copies of them) belonging to the other party.



11.11 If the Client requires Condatis to return any of the Client Material or Client Data to the Client following termination or expiry of this Agreement then Condatis shall use all reasonable endeavours to comply with the Client request. The Client agrees to pay Condatis all such additional Charges as Condatis may invoice for any such work carried out by Condatis. If Client Data includes Personal Data being processed by Condatis on behalf of the Client the return or deletion of such Personal Data shall be governed by any Data Processing Agreement.

12. NON-SOLICITATION

12.1 Each party shall not (without the prior written consent of the other party) during the Term and for a period of one year following its expiry or termination actively solicit, entice, employ or contract the services of any person who is or was employed or engaged by the other party in carrying out its obligations under this Agreement.

13. FORCE MAJEURE

13.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

13.2 The affected party shall:

13.2.1 as soon as reasonably practicable after the start of the Force Majeure event, notify the other party in writing of such Force Majeure event, the date on which it started, its likely or potential duration, and the effect of such Force Majeure event on its ability to perform any of its obligations under this Agreement; and

13.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations.

14. GENERAL

14.1 In the event of any conflict between the provisions of these terms and conditions and the Statement of Work, the Statement of Work should prevail.

14.2 All advertising, press releases, promotional materials, public announcements and public disclosures by either party relating to this Agreement which includes:

14.2.1 the other party's name, trade names, trademarks, logos, service marks or trade dress (collectively, "Name"); or

14.2.2 language from which the connection of such Name may be inferred or implied,

will be coordinated with and subject to approval by both parties prior to release, such approval not to be unreasonably withheld or delayed.

14.3 This Agreement (together with the relevant Statement of Work) constitutes the entire agreement and understanding between the parties regarding its subject matter (excepting any prior confidentiality or non-disclosure agreement which shall continue in accordance with its terms and none of its provisions may be modified or varied in anyway unless agreed in writing between the parties).

14.4 Any omission by either party to exercise any available right shall not be interpreted as a waiver of it or any future right. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.



14.5 If any provision of this Agreement is declared to be void or unenforceable by any judicial or administrative authority in any jurisdiction, such provision will be deemed to be severable and the remaining provisions of this Agreement shall remain in full force and effect. In such event, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

14.6 Any notice given by Condatis or the Client under this Agreement shall be:

14.6.1 in writing and in English; and

14.6.2 sent in writing to the other party using those contact details given in the Statement of Work.

14.7 Any notice shall be deemed to have been delivered:

14.7.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

14.7.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the third Business Day after posting or at the time recorded by the delivery service; or

14.7.3 if sent by email, at the time of transmission (unless the time of transmission occurs outside of normal business hours, in which case the notice shall be deemed to have been delivered at 8.00am on the following Business Day).

14.8 Other than as set out in Clause 14.9, neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

14.9 Condatis may sub-contract elements of work required in the delivery of this Agreement subject always to Condatis being responsible for the acts and omissions of those sub-contractors as though they were its own.

14.10 No variation of this Agreement shall be valid or effective unless it is made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

14.11 Condatis and the Client are independent and are not partners or principal and agent or employee and employer, and this Agreement does not establish any joint venture, trust, fiduciary, employment contract or other relationship between them, other than the contractual relationship expressly provided for in it.

15. RIGHTS OF THIRD PARTIES

15.1 No party other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

16. APPLICABLE LAW AND JURISDICTION

16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)



condatis

*Protecting organisations,
connecting people.*

