TERMS AND CONDITIONS

Applications and Entire Agreement

1. These Terms and Conditions apply to the provision of the Managed Service detailed in our Proposal by ODCGIS Limited a company registered in England and Wales under number 9281215 whose registered office is at Signals House, Bampton Business Centre North, Bampton, Oxfordshire OX18 2ET to [add client name and address and registered number]
2. You are deemed to have accepted these Terms and Conditions and our Proposal when you accept our quotation by issuing your Purchase Order [add PO Number] which form the entire agreement between us.
3. These conditions apply to the contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice of dealing.

Interpretation

4. A 'business day' means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

Services

6. We warrant that we will use reasonable care and skill in our performance of the Managed Service which will comply with our Proposal. We can make changes to the Managed Service which are necessary to maintain security of the data and we will notify you if this is necessary.
7. We shall use our reasonable endeavours to complete the performance of a task within **five** working days, however time shall not be of the essence in the performance of our obligations. We will consider special requests for a shorter turnaround on a specific task.
8. Data is backed up daily and held securely on an Amazon Web Server for a period of one year.
9. Restore timescales and specifying time will be taken from MS if applicable

Your Obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials,

properties and any other matters which we need to provide the Managed Service.

11. If you do not comply with clause 10 we can terminate the Managed Service.
12. We are not liable for any delay or failure to provide the Managed Service if this is caused by your failure to comply with the provisions of this section.
13. The fee for the Managed Service is set out in our Proposal.
14. You must pay for any additional days required by yourselves to continue the managed Service should your chosen level of days be exceeded.
15. The fee is exclusive of VAT

Cancellation and Amendment

16. If you want to amend any details of the Managed Service, you must tell us in writing. We will use reasonable endeavour to accommodate your request, any additional costs will be advised in writing and on approval invoiced.
17. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change to the Managed Service or how it is provided, we will notify you immediately. We will use reasonable endeavours to keep any changes to a minimum.

Payment

18. We will invoice you for the payment of the Fee in advance on receipt of your Purchase Order.
19. You must pay the Fee due within 30 days of the date of our invoice
20. If you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
21. If you do not pay within the period set out above, we can suspend the Managed Service until such payment is received.
22. Receipts for payment received will only be issued by ourselves at your request.

Intellectual Property

23. All data captured on your behalf is deemed to be your property. ODCGIS are happy to provide this data in any of the standard GIS formats at any future time. There is no cost for supplying the data

Liabilities

24. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
25. The total amount of our liability is limited to the total amount of the Fee payable by you under this contract.
26. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Managed Service or the performance of any of our other obligations under these Terms and Conditions or the Proposal for: a. any indirect, special or consequential loss, damage, costs, or expenses or;
    a) any indirect, special or consequential loss, damage, costs or expenses or;
    b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third party claims; or
    c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or;
    d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
    e) any losses arising directly or indirectly from the choice of Tasks and how they will meet your requirements or your use of the Managed Service or any goods supplied in connection with the Managed Service.
27. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
28. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

29. When supplying the Managed Service to the Customer, ODCGIS may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
30. The parties agree that where such processing of personal data takes place, the Customer shall be the ‘data controller’ and ODCGIS shall be the ‘data processor’ as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
31. For the avoidance of doubt, ‘Personal Data’, ‘Processing’, ‘Data Controller’, ‘Data Processing’ and ‘Data Subject’ shall have the same meaning as in the GDPR.
32. ODCGIS shall only Process Personal data to the extent reasonably required to enable it to supply the managed Service as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain

any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

33. ODCGIS shall not disclose any Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need to know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
34. ODCGIS shall implement and maintain technical and organisational security measures as are required to protect Personal Data processed by ODCGIS on behalf of the Customer.
35. Further information about ODCGIS's approach to data protection are specified in its Data Protection Policy, which can be found on our website www.odc.co.uk. For any enquiries or complaints regarding data privacy, you can email craig@odc.co.uk.

Circumstances beyond a party's control

36. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such cases include, but are not limited to, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Managed Service to be carried out under these Terms and Conditions.

Communications

37. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
38. Notices shall be deemed to have been duly given:
    a) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
    b) When sent, a return receipt is generated
    c) On the fifth business day following mailing, if mailed by national ordinary mail; or
    d) On the tenth business day following mailing, if mailed by airmail.
39. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party.

No waiver

40. No delay, act or omission by a part in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right or remedy.

Severence

41. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable that these provisions will be deemed severed from the remainder of the Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

42. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Signed for ODCGIS:

Name: Craig Godwin

Position: Managing Director

Signature:_____

Signed for [Name of Organisation}:

Name:_____

Position: _____

Signature:_____