

TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in Managed IT Services in Part 1 (“**Services**”) by Complus IT Ltd, a company registered in England and Wales under number 9667114 whose registered office is at 83A High Street, Stevenage, Hertfordshire SG1 3HR (“**Complus IT Ltd**”, “**we**” or “**us**”) to the person buying the Services and referred to at the top of this document (“**you**”, “**your**”, “**client**”, “**customer**”).
2. You are deemed to have accepted this Agreement when you accept our quotation or from the date of any performance of the Services (whichever happens earlier).
3. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. You acknowledge that you have not relied or been induced to enter into this Agreement by any warranty, statement, promise or representation made or given by us or on our behalf. This Agreement applies to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Definitions and Interpretation

4. “**Data Protection Laws**” means as applicable and binding on you and/or Complus IT Ltd:
 1. in the United Kingdom:
 - i. the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or
 - ii. the GDPR, and/or any corresponding or equivalent national laws or regulations;
 2. in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and
 3. any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.
5. “**Data Subject Request**” means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws.
6. “**Equipment**” means any hardware, software and/or other equipment to be provided by us to you as part of the Services or which is used as part of the Services.
7. “**GDPR**” means the General Data Protection Regulation (EU) 2016/679.
8. “**Intellectual Property Rights**” means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

9. "New Material" means any Intellectual Property created by us for you in the course of providing the Services under this Agreement (excluding all Pre-Existing Material).
10. "Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.
11. "Pre-Existing Material" means (i) all Intellectual Property Rights owned by us prior to the date of this Agreement; (ii) any amendments, modifications or developments to such materials and Intellectual Property Rights (whether created pursuant to this Agreement or otherwise); and (iii) all Intellectual Property Rights created independently to this Agreement, in each case that are delivered by us to you under this Agreement.
12. "Protected Data" means personal data received by Complus IT Ltd from or on your behalf in connection with the performance of Complus IT Ltd's obligations under this Agreement.
13. "Sub-processor" means another data processor engaged by Complus IT Ltd for carrying out processing activities in respect of the Protected Data on your behalf.
14. "Third Party Services" means any part of the Services or any Equipment that we procure from a third-party supplier.
15. The headings in this Agreement are for convenience only and do not affect their interpretation.
16. Words imparting the singular number shall include the plural and vice versa.

Services

17. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
18. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

Equipment and Third-Party Services

19. Where we have included any third party Intellectual Property Rights ("Third Party IPR") as part of the Services, you agree that your use of the Third Party IPR shall be subject to its compliance with the terms and conditions (as supplied by us to you prior to you agreeing to be bound by those terms and conditions) applicable to that Third Party IPR (including any Acceptable Use Policy) ("Third Party Terms"). You indemnify and shall keep us indemnified and hold us harmless against all losses, damages, claims, costs and expenses (including reasonable legal expenses) suffered or incurred by us arising out of or in connection with your breach of the Third-Party Terms.
20. If you fail to comply with the Third-Party Terms as specified in Clause 19, we may cease to supply the affected Third Party IPR.
21. We shall use our reasonable endeavours to deliver any Equipment and/or Third-Party Services on the date or dates agreed with you, but any such date is approximate only. Time is not of the essence as to the delivery of the Equipment and/or Third-Party

Services and we are not in any circumstances liable for any delay in delivery, however caused.

22. You shall be responsible (at your cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment. If we are prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, we may levy additional charges to recover our loss arising from this event.
23. You agree that you shall be responsible at your own cost for restoring the condition of your offices after any Equipment delivery and/or installation.
24. You shall check the Equipment at the time of delivery and in the event of (i) any visible damage to the Equipment; and/or (ii) any suspected loss of any part of the Equipment as a result of the visible damage; and/or (iii) any missing items of Equipment you shall make a clear written note describing the issue and shall notify us promptly by telephone or email. We reserve the right to charge you for the cost incurred by us in respect of such damages and/or loss in the event you fail to comply with this clause.
25. The Equipment shall be at our risk until delivery to you at the Site. We shall off-load the Equipment at your risk.
26. Ownership of the Equipment shall pass to you when we have received in full in cleared funds all Charges due to us in respect of the Equipment.
27. Until ownership of the Equipment has passed to you, you shall:
 1.
 1. hold the Equipment on a fiduciary basis as our bailee;
 2. store the Equipment (at no cost to us) in satisfactory conditions;
 3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 4. keep the Equipment on your premises and insured on our behalf for its full price against all risks with a reputable insurer to our reasonable satisfaction and hold the proceeds of such insurance on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
28. Your right to possession of the Equipment before ownership has passed to you shall terminate immediately if this Agreement is terminated (howsoever arising) or if you encumber or in any way charge the Equipment, or if you fail to make any payment to us on the due date.

Until ownership of the Equipment has passed to you, you grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Equipment is, or may be, stored in order to inspect it, or where your right to possession has terminated or this Agreement is terminated, to remove it. All costs incurred by us in repossessing the Equipment shall be borne by you.

Your obligations

29. You must obtain any permissions, consent, 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 Services.
30. You are responsible for:
 1. procuring that your employees and any sub-contractors have received appropriate information and training about the use of the Managed

Infrastructure and the provision of the Services by us and permitting only Supported Users to contact us to request provision of the Services;

2. notifying us if you become aware of any unauthorised use of all or part of the Services or Managed Infrastructure;

3. promptly notifying us if any part of the Managed Infrastructure is not operating correctly and providing all information as reasonably required by us to enable us to comply with our obligations hereunder;

4. ensuring that there is a legitimate licence for every copy of a software programme in use and that such licences permit use by us as required to perform the Services and comply with such licence terms and conditions and providing a copy of such licence to us and safely storing all disks, manuals, hard copy licence agreements and/or documentation relating to such software.

31. You shall not:

1. use the Managed Infrastructure in an unlawful manner or that in any way infringes the intellectual property rights of any third party or in contradiction of published legislation and regulations governing the Internet or accepted Internet practices and practices of any connected networks, or to transfer any illegal material (including but not limited to material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing, unlawfully harassing, in breach of a contractual commitment to a third party, in contempt of Court or in breach of copyright, confidentiality, privacy or other rights); or

2. enhance, relocate or make any adjustments or any additions to the Managed Infrastructure, other than as agreed with us. You shall maintain a written, dated and timed record of any routines, modifications, alterations or enhancements to the Managed Infrastructure performed by you or any third party that have been agreed with us, including, but not limited to, software and hardware configuration changes, installations and removals.

32. If you do not comply with clause 30 or 31, we can terminate this Agreement immediately on notice to you.

33. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Fees

34. The fees (**Fees**) for the Services are set out in the pricing table paragraph 4 of Part 1 and are either on a fixed fee or on a time and materials basis.

35. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

36. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 35 also apply to these additional services.

37. The standard Value Added Tax (VAT) is applicable to all the Services. Additional Services and any products sold pursuant to this Agreement. Should this rate change all invoices following the date of change will be calculated at the new rate.
38. Subject to providing you with no less than ninety (90) days written or e-mail notice, we reserve the right to increase the Fees, such increase to take effect on the anniversary of the Effective Date, save that any increase shall not affect Fees paid in advance and such increase shall not exceed the percentage increase of the prevailing retail prices index (RPI) during the previous twelve month period.
39. Notwithstanding clause 38, we shall be entitled to pass on to you at any time any additional or modified third party service provider charges relating to the Services incurred by us in providing the Services under this Agreement. We shall notify you of any Fee increases required as a result of any modified third-party charges.

Cancellation and amendment

40. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).
41. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
42. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
43. If, due to circumstances beyond our control, including those set out in clause 86 below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

44. We will invoice you for payment of the Fees:
 1. when we have completed the Services (regarding one off consultancy pieces); or
 2. on 15th day of each month for payment at the end of that month.
 3. monthly in advance (for recurring services).
45. You must pay the Fees due within 15 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
46. Time for payment shall be of the essence.
47. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% 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.
48. All payments due under this Agreement must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
49. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

50. Receipts for payment will be issued by us only at your request.
51. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

52. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this Agreement.

Termination

53. This Agreement shall commence on the Effective Date outlined herein and continue for one year. Thereafter, this Agreement shall continue from year to year until either party gives to the other not less than three months written notice of termination to expire on the first or any other anniversary of the Effective Date. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.
54. We can terminate the provision of the Services immediately if you:
1. commit a material breach of your obligations under this Agreement; or
 2. fail to make pay any amount due under the Contract on the due date for payment; or
 3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 4. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.
55. On termination of this Agreement for any reason:
1. We shall immediately cease performance of the Services and no longer have responsibility for your Managed Infrastructure;
 2. Provide you with details of any administrative passwords retained by us in performance of the Services;
 3. You shall pay all outstanding invoices;
 4. We shall be entitled to invoice you for (and you agree to pay) any outstanding, properly incurred Fees and expenses up to the effective date of termination, which shall be payable by you in accordance with the terms of this Agreement

5. You shall pay to us any sums payable by us to any supplier of Third Party Services pursuant to any legally binding commitment entered into by us, to the extent that we are unable to cancel or otherwise mitigate that commitment;
 6. the rights and liabilities of either party accruing or accrued prior to the termination of this Agreement (or part thereof) shall not be affected.
56. We may destroy or otherwise dispose of all of your data in our possession, with the exception that if we receive, no later than fourteen (14) days after the effective date of the termination of this Agreement, a written request from you for the then most recent back-up of all Client data held by us, we shall use reasonable commercial endeavours to deliver such data to you in a format of our choosing within thirty (30) days of our receipt of such a written request, provided that you have, at that time, paid all Fees due to us.
57. The provisions of clauses 44-51 (to the extent of any unpaid payment obligations), 55-57, 58-60, 61-65, clause 66, 90 to 94 and any clauses required for their interpretation shall survive the termination of this Agreement and shall remain in full force and effect.

Intellectual property

58. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
59. New Material and Pre-Existing Material shall belong to us and/or our licensors. We grant to you a non-exclusive, non-transferable, non-assignable (without a right to sub-licence) licence to any Pre-Existing Material and New Material we deliver to you pursuant to the Services for your own internal business purposes and only for the term of this Agreement.
60. Nothing in this Agreement shall prevent us from using any know-how, methods, techniques or procedures owned or developed by us in the course of complying with our obligations hereunder.

Liability and indemnity

61. All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement, whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law. No oral or written information or advice given by us or any of our representatives shall or shall be deemed to create a warranty, representation, condition or term of this Agreement.
62. Our liability under this Agreement and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out hereunder.
63. Complux IT Ltd's maximum aggregate liability arising from or in connection with this Agreement, whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, shall not exceed the total Fees paid by you to us under this Agreement.
64. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other

obligations under this Agreement, whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, for:

1. any indirect, special or consequential loss, damage, costs, or expenses or;
 2. 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
 3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
65. Nothing in this Agreement 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.

Confidentiality

66. Each party (the "Receiving Party") shall keep confidential the provisions of this Agreement and all information and documentation disclosed by the other party (the "Disclosing Party"), before or after the date of this Agreement, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the "Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause shall survive termination of this Agreement for whatever cause.

Data Protection

67. The parties agree that, for the Protected Data, you shall be the data controller and Complus IT Ltd shall be the data processor.
68. When used in this Agreement, the following terms shall have the same meaning as in the Data Protection Laws:
1. personal data;
 2. data controller;
 3. data processor;
 4. data subject;
 5. process and processing; and
 6. supervisory authority

69. Complus IT Ltd shall process Protected Data in compliance with:

1. the obligations of data processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and
2. the terms of this Agreement.

70. You shall comply with:

1. all Data Protection Laws in connection with the processing of Protected Data and the exercise and performance of your respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws;
2. the terms of this Agreement.

71. You warrant, represent and undertake, that:

1. all data sourced by you for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include you providing all of the required fair processing information to, and obtaining all necessary consents from, data subjects), with Data Protection Laws;
2. all instructions given by you to Complus IT Ltd in respect of Protected Data shall at all times be in accordance with Data Protection Laws;
3. you shall take all reasonable steps to ensure the reliability and integrity of all of the personnel who shall have access to the Protected Data and who will be sending the Protected Data to Complus IT Ltd;
4. you will not provide (or cause to be provided) any personal data to Complus IT Ltd for processing under this Agreement over and above the personal data referred to in Annex A to this Part 3.

Instructions and details of processing

72. Insofar as Complus IT Ltd processes Protected Data on your behalf;

1. unless required to do otherwise by applicable law, Complus IT Ltd shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with your documented instructions as set out in Annex A to this Part 3 (Data processing details), as updated from time to time by agreement between you and Complus IT Ltd (**Processing Instructions**);
2. notwithstanding any other provision of this Agreement, if the law in any EU or EU member state requires Complus IT Ltd to conduct processing of the Protected Data other than in accordance with your Processing Instructions, such processing shall not constitute a breach of this Agreement;
3. if applicable law requires Complus IT Ltd to process Protected Data other than in accordance with the Processing Instructions, Complus IT Ltd shall notify you

of any such requirement before processing the Protected Data (unless applicable law prohibits such information on important grounds of public interest);

4. Complus IT Ltd shall promptly inform you if it becomes aware of a Processing Instruction that, in Complus IT Ltd's opinion, infringes Data Protection Laws, provided that;
 - a. to the maximum extent permitted by mandatory law, Complus IT Ltd shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any liabilities arising from or in connection with any processing in accordance with your Processing Instructions.

Technical and Organisational Measures

73. Complus IT Ltd shall implement and maintain appropriate technical and organisational measures so as to ensure a level of security in respect of the Protected Data processed by it that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed.

Using staff and other processors

74. Complus IT Ltd shall ensure that Complus IT Ltd personnel authorised to process the Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
75. Complus IT Ltd shall inform you before transferring any Protected Data to a Sub-processor. Following receipt of such information you shall notify Complus IT Ltd if you agree to such a transfer or object to the Sub-processor.
76. Complus IT Ltd shall enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to this Agreement. Complus IT Ltd shall remain primarily liable to you for the performance or non-performance of the Sub-processor's obligations.
77. Upon your request, Complus IT Ltd is obliged to provide information regarding any Sub-processor, including name, address and the processing carried out by the Sub-processor.

Assistance with your compliance and data subject rights

78. Complus IT Ltd shall refer all Data Subject Requests it receives to you within three business days of receipt of the request.
79. Complus IT Ltd shall provide such assistance as you reasonably require (taking into account the nature of processing and the information available to Complus IT Ltd) to you in ensuring compliance with your obligations under Data Protection Laws with respect to:

1. security of processing;
2. data protection impact assessments (as such term is defined in Data Protection Laws);
3. prior consultation with a supervisory authority regarding high risk processing; and
4. notifications to the supervisory authority and/or communications to data subjects by you in response to any **Personal Data Breach**,

provided you shall pay Complus IT Ltd's charges calculated at Complus IT Ltd's then prevailing time and materials rates for professional services or such other charges as may, at the relevant time, be agreed by the parties in writing for providing the assistance in this clause 79.

International data transfers

80. Complus IT Ltd may transfer the Protected Data to a Sub-processor located in the United States provided that Sub-processor is an EU-US Privacy Shield Framework participant (or such other framework replacing the Privacy Shield framework that may be implemented from time to time) and as long as the EU-US Privacy Shield Framework (or any replacement framework) has not been adjudged, by any relevant court or supervisory authority, not to provide an adequate level of data protection.
81. Subject to clause 80, Complus IT Ltd will not transfer the Protected Data to a country outside of the European Union which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law unless you have provided your prior consent and the transfer by Complus IT Ltd of the Protected Data is effected by such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time.

Records, information and audit

82. Complus IT Ltd shall maintain, in accordance with Data Protection Laws binding on Complus IT Ltd, written records of all categories of processing activities carried out on your behalf.
83. Complus IT Ltd shall, in accordance with Data Protection Laws, make available to you such information as is reasonably necessary to demonstrate Complus IT Ltd's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by you (or another auditor mandated by you) for this purpose, subject to you:
 1. giving Complus IT Ltd 7 days prior notice of an audit and/or inspection being required by;
 2. giving Complus IT Ltd a reasonable period of time to comply with any information request made by you;
 3. permitting Complus IT Ltd, as part of any information request or during any audit or inspection, to refuse to disclose or provide access to any part of Complus IT Ltd's facilities, equipment, systems, records, documentation and/or information which would or could compromise the security of its operations and/or the confidentiality of its customers provided that where this

would prevent you from completing your audit or inspection, both Complus IT Ltd and you will, acting reasonably, cooperate to identify a solution;

4. ensuring that all information obtained or generated by you or your auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable law);
5. ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Complus IT Ltd's business and the business of other customers of Complus IT Ltd; and
6. paying Complus IT Ltd reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits

Breach notification

84. In respect of any Personal Data Breach involving Protected Data, Complus IT Ltd shall, without undue delay:

1. notify you of the Personal Data Breach; and
2. provide you with details of the Personal Data Breach.

Deletion or return of Protected Data and copies

85. Complus IT Ltd shall delete all the Protected Data in its possession within 30 days after the earlier of:

1. the termination of this Agreement; or
2. once processing by Complus IT Ltd of any Protected Data is no longer required for the purpose of Complus IT Ltd's performance of its relevant obligations under this Agreement

and delete any copies (unless storage of any data is required by applicable law and, if so, Complus IT Ltd shall inform you of any such requirement).

We have also published a Privacy Notice on our website, which is available here: <https://complus-it.com/privacy-policy>

Circumstances beyond a party's control

86. Neither party 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 causes include, but are not limited to: power failure, Internet Service Provider failure, 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 Services to be carried out under this Agreement.

Notices

87. All notices under this Agreement must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

88. Notices shall be deemed to have been duly given:

1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 3. on the fifth business day following mailing, if mailed by national ordinary mail; or
 4. on the tenth business day following mailing, if mailed by airmail.
89. All notices under this Agreement must be addressed to the most recent address, email address or fax number notified to the other party.

Third Party Rights

90. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

No waiver

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

Severance

92. If one or more of any provision in this Agreement is found by any court or administrative body of competent jurisdiction to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of this Agreement (which will remain valid and enforceable).

Inducement of Employees

93. You shall not, during the term of this Agreement and for a period of 6 months after termination howsoever caused, directly or indirectly solicit or entice away or endeavour to solicit or entice away from us any employee or contractor we have engaged in the provision of the Services or the performance of this Agreement.

Law and jurisdiction

94. This Agreement is governed by and interpreted according to English law. All disputes arising under this Agreement are subject to the exclusive jurisdiction of the English courts.