

Terms of Business G-Cloud 15

1. These Terms and Conditions apply to the provision of the services detailed in the Proposal / Quotation for Services issued by Soteria Cyber and Digital LTD (Soteria), a company registered in England and Wales under company number 16644123 whose registered office is at 20, Drovers Green, Yatton Keynell, Chippenham, Wiltshire, SN14 7FG to the person buying the services (Buyer).
 2. The Buyer is deemed to have accepted these Terms and Conditions when they accept the Proposal / Quotation from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and the Proposal / Quotation (the Contract) are the entire agreement between both parties.
 3. These terms may be varied or excluded (in whole or in part) by any Proposal / Quotation or by subsequent agreement in writing signed on behalf of Soteria and the Buyer, but not otherwise.
 4. The Buyer acknowledges that they have not relied on any statement, promise or representation made or given by or on Soteria's behalf. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer may try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- Interpretation**
5. A business day means any day other than a Saturday, Sunday or UK bank holiday.
 6. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
 7. Words imparting the singular number shall include the plural and vice-versa.

Services

8. Soteria warrants that it will use reasonable care and skill in the performance of the Services which will comply with the Proposal / Quotation, including any specification in all material respects. Soteria can make any changes to the Services which are necessary to comply with any applicable law or regulation, and we will notify the Buyer if this is necessary.
9. Soteria will use its reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Proposal / Quotation; however, time shall not be of the essence in the performance of Soteria's obligations.
10. All of these Terms and Conditions apply to the supply of any goods as well as Services unless specified otherwise. Acceptance of Proposal / Quotation
11. Any Proposal / Quotation submitted by Soteria shall, unless otherwise stated therein, remain open for acceptance for thirty days from the date of submission to the

Buyer. Acceptance shall be valid only if made in writing signed by or on behalf of the Buyer. Variation of the terms of a Proposal shall be effective only if specified in the written acceptance and countersigned by an authorised representative of Soteria.

Commencement of Work

12. Unless otherwise stated in the Proposal / Quotation, the Buyer shall take all steps to enable Soteria to begin its work not later than thirty (30) days after acceptance of the Proposal / Quotation. The Buyer will make available or place at Soteria's disposal all information facilities and personnel reasonably required by them to carry out its work, and generally will cooperate with them in all reasonable ways.

Techniques

13. Soteria intends to employ the methods, procedures, techniques and sources of information set out in the Proposal / Quotation, but reserves the right to vary these as necessary or desirable to achieve the aims of the project.

Buyer Obligations

14. The Buyer must obtain any permissions, consents, licences or otherwise that Soteria may need and must provide access to any and all relevant information, materials, properties and any other matters which are required to provide the Services.

15. Failure to comply with this obligation may result in Soteria terminating the Services.

16. Soteria is not liable for any delay or failure to provide the Services if this is caused by the Buyer's failure to comply with the provisions of this section (Buyer obligations). Fees and Expenses

17. Soteria shall be paid for the work in the amounts and on the basis set out in the Proposal / Quotation.

18. In addition to the Fees, Soteria can recover 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.

19. Where travelling expenses paid or payable by Soteria are to be reimbursed by the Buyer, they shall be charged at cost. The standard rate for mileage is the prevailing rate quoted by the Inland Revenue Approved mileage rates.

20. The Buyer must pay for any additional services provided by Soteria that are not specified in the Proposal / Quotation in accordance with the current, applicable rate in effect at the time of performance or such other rate as may be agreed between both parties. The provisions of the above clause also apply to these additional services.

21. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and Amendment

22. Soteria can withdraw, cancel or amend a Proposal / Quotation if it has not been accepted by the Buyer, or if the Services have not started, within a period of thirty (30) days from the date of the Proposal / Quotation, (unless the Proposal / Quotation has been withdrawn).

23. Either Soteria or the Buyer can cancel an order for any reason prior to the Buyer's acceptance (or rejection) of the Proposal / Quotation.

24. If the Buyer wishes to amend any details of the Services then the Buyer must inform Soteria in writing as soon as possible. Soteria will use reasonable endeavours to adopt any required changes and any additional costs will be included in the Fees and invoiced to the Buyer.

25. If, due to circumstances beyond Soteria's control, including those set out in the clause below (Circumstances beyond a party's control), Soteria needs to make any change in the Services or how they are provided, the Buyer will be notified as soon as practicable. Soteria will use reasonable endeavours to minimise any such changes.

Payment

26. Soteria will invoice the Buyer for payment of the Fees either when Soteria have completed the Services; or in accordance with the payment schedule defined in the Proposal / Quotation.

27. The Buyer must pay the Fees due within thirty (30) days of the date of the invoice or otherwise in accordance with any credit terms agreed between both parties.

28. Time for payment shall be of the essence of the Contract.

29. Without limiting any other right or remedy Soteria may have for statutory interest, if the Buyer does not pay within the period set out above, Soteria will charge interest on the full amount outstanding at the rate of 5% above the base lending rate of the Bank of England until payment is received in full.

30. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither parties can assert any credit, set-off or counterclaim against the other to justify withholding payment of any such amount in whole or in part.

31. If the Buyer does not pay within the period set out above, Soteria can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, the Buyer.

32. Receipts for payment will be issued by Soteria only at the Buyers request.
33. All payments must be made in UK pounds sterling unless otherwise agreed in writing between the parties. Sub-Contracting and Assignment
34. Soteria can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of its obligations to any third party. Soteria will use its reasonable endeavours to meet the wishes of the Buyer in the selection of sub-contractors and associates but reserves the right (unless otherwise required in writing by the Buyer in its acceptance of a Proposal / Quotation) to employ, discharge or replace at any time any sub-contractor or associate in carrying out work for the Buyer.
35. The Buyer must not, without prior written consent from Soteria, assign, transfer, charge, subcontract or deal in any other manner with all or any of the Buyer's rights or obligations under these Terms and Conditions.

Force Majeure

36. If, after the acceptance of a Proposal, the rights of Soteria or of the Buyer under the agreement are wholly or substantially diminished or the performance thereof rendered wholly or substantially impossible by reason of force majeure, then the obligations of both parties shall cease forthwith except that the Buyer shall pay to Soteria all fees and expenses then owing (including all the expenses of or caused by or arising out of such termination) together with a sum equal to whichever is the lesser of the fees remaining to be paid thereafter or a proportion of the total fees equivalent to sixty days' work calculated pro rata against the total time estimated for the project. Termination by Soteria

37. Soteria can terminate the provision of the Services immediately if the Buyer:

- Commits a material breach of their obligations under these Terms and Conditions; or
- Fails to pay any amount due under the Contract on the due date for payment; or
- Is or becomes or, in Soteria's 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
- Enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- Convenes any meeting of their creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of their assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of the Buyer,

notice of intention to appoint an administrator is given by the Buyer or any of the Buyers 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 the winding up or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to insolvency or possible insolvency of the Buyer.

Termination or Breach by Buyer

38. If, after acceptance of a Proposal / Quotation, the Buyer shall terminate or be in serious or (after warning) repeated breach of its agreement with Soteria or act in such a manner as to render the performance of the agreement by Soteria wholly or substantially infeasible, then the obligations of Soteria under the agreement shall cease forthwith. In such a case the Buyer shall immediately pay to Soteria all fees and expenses (including all the expenses of or caused by or arising out of such termination) and other sums then owing to Soteria under the agreement together with a sum equal to the whole of the fees thereafter remaining to be paid under the agreement. Intellectual Property

39. All intellectual property rights are reserved to Soteria in all Proposals, Quotations, Reports and other Documents produced or commissioned by Soteria under or in connection with any agreement with the Buyer. No such document shall be copied or published (in whole or in part) or disseminated to any third party without the written permission of Soteria. Permission will not be unreasonably withheld or withdrawn provided in all cases that Soteria is satisfied that the copying or publication will not cause offence to or infringe the rights of any third party and provided further that Soteria is satisfied that such copying or publication will be of the whole of the document concerned and not of a part or selection there from. Soteria reserves the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Confidentiality

40. All Proposals, Reports, Surveys and other Documents produced or commissioned by Soteria will be treated by Soteria as private to the Buyer concerned and will not be shown or passed to any third party without written permission of the Buyer.

Liability and Indemnity

41. Soteria's 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 clause.

42. The total amount of Soteria's liability is limited to the total amount of Fees payable by the Buyer under the Contract.

43. Soteria is not liable (whether caused by its employees, agents or otherwise) in connection with the provision of the Services or the performance of any other obligations under these Terms and Conditions or the Proposal / Quotation for:

- Any indirect, special or consequential loss, damage, costs, or expenses or;
- 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
- Any failure to perform any of its obligations if such delay or failure is due to any cause beyond its reasonable control; or
- Any losses caused directly or indirectly by any failure or the Buyers breach in relation to their obligations; or
- Any losses arising directly or indirectly from the choice of Services and how they will meet the Buyers requirements or the Buyers use of the Services or any goods supplied in connection with the Services.

44. The Buyer must indemnify Soteria against all damages, costs, claims and expenses suffered by Soteria arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Buyer or their agents or employees.

45. Nothing in these Terms and Conditions shall limit or exclude Soteria's liability for death or personal injury caused by Soteria's negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Contractual Limits

46. All forecasts and recommendations in any Proposal / Quotation, Report or Letter are made in good faith and on the basis of the information before Soteria at the time. No statement in any Proposal / Quotation, Report or Letter is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. Soteria shall not be liable to the Buyer for any indirect or consequential loss or damage. The total liability of Soteria to the Buyer shall not exceed the fees paid in respect of the contract. This amount includes any and all claims combined, including any costs and lawyers' fees awarded.

Circumstances beyond a Party's Control

47. Neither party will be liable for any failure or delay in performing their 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 ninety (90) days,

either party may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

48. 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).

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

- When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient
- When sent, if transmitted by email and a successful return receipt is generated
- On the fifth business day following mailing, if mailed by national ordinary mail; or
- On the tenth business day following mailing, if mailed by airmail.

50. All notices under these Terms and Conditions must be addressed to the most recent postal address, or email address notified to the other party.

No Waiver

51. 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

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

Law and Jurisdiction

53. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

Arbitration

54. If any dispute or difference shall arise between Soteria and the Buyer concerning the meaning or effect of these terms of business or of any agreement between them to which these terms apply then if the same cannot be settled amicably it shall be referred to the arbitration of a single Arbitrator to be agreed by the parties or in default of agreement to be appointed by the President for the time being of the Law Society of England. The costs of any such arbitration shall be at the discretion of the Arbitrator whose award will be considered and taken by the parties as final and binding. Non Solicitation

55. Neither party will, for the duration of this agreement and for a period of 1 year from its expiry or termination, solicit any executive or member of staff of the other party with a view to offering employment whether directly or indirectly, but this shall not prohibit either party from hiring any staff who respond to general bona fide advertisements placed in national publications. Should one party solicit an executive or member of staff from the other during this period with a view to offering them employment, by signature to this agreement the party agrees to pay the other a recruitment fee of one times the previous year's total remuneration for that individual by way of compensation.