



SA GROUP

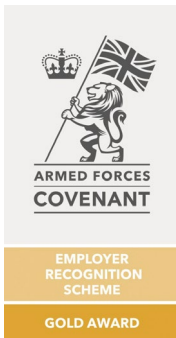
G-Cloud 15

Terms and Conditions



Proudly
employee
owned.

Crown
Commercial
Service
Supplier



EMPLOYER
RECOGNITION
SCHEME

GOLD AWARD

DOCUMENT CHANGE CONTROL SHEET

This document will be maintained under change control.

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1. Definitions

In this Agreement:

“The Customer” refers to the person or the firm who purchases support services from SA Group.
SA Group Ltd Company Number: 06866343 VAT Number: GB298190950

“Additional Charges” means charges which arise over and above the stated fees, consisting of

- Additional charges from SA Group’s suppliers, which SA Group passes on to the Customer.
- Additional items for additional work and/or additional work undertaken on a time and materials basis for the Customer.

“Agreement” means these terms and conditions together with the description of services contained within the Proposal/Quote, as amended from time to time in accordance with the amendment terms.

“Proposal” means the SA Group proposal/quotation, which the Customer is deemed to have read and accepted including the description of Services, pricing and conditions.

“Documentation” means any documentation describing any items, their configuration or licensing and warranty within the Services provided by SA Group to the Customer.

“Licensed Materials” means any software and/or Documentation licensed to the Customer under this Agreement.

“Service Commencement Date” means the actual date SA Group agrees with the Customer that the Services are enabled.

Services to the Customer

“Services” means the SA Group Secure IT Services ordered by the Customer (As set out in the Proposal).

“Support” means the provision of a helpdesk or support service by SA Group to the Customer.

“SA Group Network” means SA Group’s host computers and network switches.

“Legislation” means any act of UK Parliament or subordinate legislation and any enforceable community right within in the meaning of the European Communities Act 1972 as amended from time to time.

2. Term of Agreement, Commencement of Service.

- 2.1. This Agreement will run for the minimum term length as specified in the proposal and continue to roll on an Annual basis thereafter.
- 2.2. This Agreement will terminate if either SA Group or the Customer gives to the other party not less than 90 days' prior notice in writing effective on the expiry of the Service Period, the break clause date or on the expiration of any subsequent Year.
- 2.3. SA Group shall use all reasonable endeavours to provide the Services from the Service Commencement Date.
- 2.4. An annual contract review will be conducted on the anniversary of this contract with increases of cost in-line with the RPI.

3. Licensed Materials

- 3.1. If SA Group supplies software to enable the Customer to connect to the SA Group Network, SA Group hereby grants to the Customer a non-exclusive license to use the Licensed Materials as permitted herein.
- 3.2. The Customer may use the software to connect to the SA Group Network and use in the manner for which it was designed and make copies of the software for the purpose of backup only. The Customer may not, sell, assign, transfer, lease, grant licenses over or distribute the software to third parties without the written permission of SA Group for which a fee maybe payable.

4. Service Provisions

- 4.1. SA Group will use its reasonable endeavours to provide prompt and continuing services but will not be liable for any loss of profit or loss of data resulting from Internet Service Provider (ISP) outages, or service interruptions caused by events beyond the control of SA Group or outside the SA Group Network, or to the extent of errors or omissions of the Customer. SA Group specifically excludes any warranty as to the accuracy of information transmitted through the Services. SA Group is not responsible for what occurs at the ISP, nor if an operator's telephone network is non-operational. SA Group exercises no control over, and accepts no responsibility for, the content of the information passing through the SA Group Network.
- 4.2. From time-to-time certain servers, or the whole or part of the SA Group Network used by SA Group to provide the Services may be closed for routine repair or maintenance work. SA Group or its authorised representative shall give as much notice as in the circumstances is reasonable (ideally a minimum of 48 hours) and SA Group shall endeavour to carry out such works during the scheduled maintenance periods as published by SA Group from time to time.

5. Goods

- 5.1. You may from time-to-time request that SA Group purchase Goods from third-party suppliers on Your behalf. In such event, SA Group shall prepare a Quotation setting out the Goods to be sourced for the Customer and the costs of such Goods.
- 5.2. SA Group warrant that the Goods will be new (save where indicated on the Quotation), and SA Group will make all reasonable efforts to (provide the goods) as expeditiously as possible, subject to any circumstances beyond its control, with respect to making Goods available to the Customer so as not to affect the Customer's statutory rights to return such Goods.

6. Improper Use and Liabilities

- 6.1. The Customer acknowledges that it may only use the Services for lawful purposes, and it shall observe all applicable codes of practice, and all rules of the relevant regulatory body throughout the duration of this Agreement.
- 6.2. The Customer warrants that it shall not (nor shall it authorise or permit any other party to) use the Services or the SA Group Network to receive or transmit material which is in violation of any legislation, or which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), or otherwise unlawful.
- 6.3. The Customer shall not knowingly or recklessly transmit any electronic material (including viruses) through the Services which shall cause or is likely to cause detriment or harm, in any degree, to computer or telephone systems owned by SA Group. Any breach of these obligations shall entitle SA Group to immediately terminate the Services to the customer without notice or refund.
- 6.4. The Customer acknowledges that SA Group is unable to exercise control over the content of information passing over the Customers Network or via the Services, and SA Group hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

7. Fees and Payment

- 7.1. The Customer shall be liable to pay the fees and charges listed in the Proposal together with any Additional Charges.
- 7.2. Payment shall be made at the times and in the manner specified below:
- 7.3. Monthly charges are invoiced on the final working day of each month and payable in full and in cleared funds within 30 calendar days of the invoice date.
- 7.4. SA Group also reserves the right to make agreed Additional Charges in writing if in the opinion of SA Group there is a major change affecting this Agreement occasioned by Legislation or by government body.
- 7.5. In the event of continual late or nonpayment, SA Group may require that the Customer enters a direct debit arrangement, and SA Group reserve the right to suspend the Services without any liability to the Customer if the Customer refuses to enter into such an arrangement, or cancels that arrangement once commenced.
- 7.6. SA Group's prices assume that the Customer settles all fees/invoices within the payment period. SA Group reserves the right at its discretion to charge the higher of either the statutory rate of interest for late payments or interest at 2% per cent per month above the base lending rate of the Bank of England on any sum not paid on the due date, together with all costs of recovery. Such interest shall run from day to day and accrue until full payment has been made.
- 7.7. The Customer is required to notify SA Group within ten (10) working days of its receipt of an invoice if it has any query, which would lead it to dispute an invoice or part thereof.
- 7.8. SA Group reserves the right to withhold payment of premium rate monies in the event of outstanding fees/invoices or complaints which are investigated by a regulatory body until the complaint is resolved and may retain money to pay fines and administrative costs associated with processing the complaint.
- 7.9. The prices given do not include Value Added Tax (or similar sales taxes as may be introduced from time to time), or delivery or carriage charges, which will, where appropriate, be added to the amount of all fees at the prevailing rate.

8. Changes

- 8.1. SA Group shall provide the Services, including these terms and conditions, which may be varied, modified or extended from time to time by SA Group notifying the Customer of these changes as soon as it is able, where these changes do not impact the price or have material changes to the existing service.
- 8.2. The Customer agrees to notify SA Group of any changes to the IT infrastructure, systems and services covered under the terms of the contract that might affect the ability of SA Group to meet its support obligations to the Customer.
- 8.3. Any changes to the Services or scope of the Services provided under this Agreement must be agreed in writing prior to said changes becoming effective.
- 8.4. Payment of any invoice confirms the Customer's acceptance of these terms and conditions.
- 8.5. The Customer shall inform SA Group in writing of their intention to increase or decrease the amount of hardware supported by 15% or more.

9. Data Protection

- 9.1. In this clause 8, the expressions "personal data", "data controller", "data subject", "data processor", "process" and "processing" shall have the meanings given in the Data Protection Act 1998 and any amendments or replacements thereof, including but not limited to the General Data Protection Regulation 2016 (EU Regulation 2016/679), (collectively "Data Protection Legislation").
- 9.2. In the event that the scope of the Services is such that for the purposes of Data Protection Legislation, SA Group is processing any personal data on the Customer's (or the Customer's customers') behalf (hereafter "personal data") when performing its obligations under this Agreement, the Parties record their intention that the Customer (or its customer) shall be the data controller and SA Group shall be a data processor, and in any such case:
 - 9.2.1. The Customer warrants (and shall procure that its customers warrant) that the Customer (or its customers as applicable) is legally entitled to transfer the relevant personal data to SA Group and where necessary has carried out an assessment of the impact of the envisaged processing operations so that SA Group may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's (or its customers') behalf.
 - 9.2.2. The Customer shall (and shall procure that its customers, as applicable, shall) ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation.
 - 9.2.3. The Customer shall implement and maintain appropriate technical and organisational measures in relation to the processing of personal data which protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
 - 9.2.4. The Customer shall always comply with Data Protection Legislation in respect of the performance of its obligations under this Agreement.
and
 - 9.2.5. SA Group shall always comply with Data Protection Legislation in the course of processing personal data and in respect of the performance of its obligations under this Agreement
- 9.3. The Customer shall indemnify SA Group for any cost, claim or expense which SA Group may incur arising because of:
 - 9.3.1. The Customer breaching Data Protection Legislation or privacy legislation.
or
 - 9.3.2. Any act or omission of the Customer which causes SA Group to be in breach of Data Protection Legislation or privacy legislation.

- 9.4. Insofar as SA Group processes personal data, and unless required to do otherwise by law, SA Group shall (and shall ensure that each person acting under its authority shall) process the personal data only on and in accordance with the Customer's written instructions, as may be updated from time to time by the written agreement of the Parties. The Customer's instructions shall include:
- 9.4.1. The subject matter and duration of the processing.
 - 9.4.2. The nature and purpose of the processing.
 - 9.4.3. The type of personal data and categories of data subject.
and
 - 9.4.4. Any special processing or other instructions required by the Customer.
- 9.5. In the event that SA Group cannot comply with the Customer's updated instructions for processing personal data without incurring material additional costs, the Service Provider shall:
- 9.5.1. Immediately inform the Customer, giving full details of the reason the Service Provider cannot comply with the Customer's updated instructions.
and
 - 9.5.2. Cease all processing of the affected data (but shall continue to securely store such data) until suitable revised instructions for processing the personal data are received from the Customer.
- 9.6. Any amendments to the Customer's instructions for processing personal data that affect the Charges, or the rights or obligations of the Parties under this Agreement shall be agreed in the form of a Contract Change Order.
- 9.7. In the event that at any time SA Group reasonably believes that the Customer's instructions for processing personal data infringes Data Protection Legislation, SA Group shall immediately inform the Customer and cease all processing of the affected data (but shall continue to securely store such data) until revised instructions for processing the personal data are received from the Customer.
- 9.8. SA Group shall implement and maintain appropriate technical and organisational measures in relation to the processing by SA Group of personal data:
- 9.8.1. Such that the processing meets the requirements of Data Protection Legislation and ensures the protection of the rights of data subjects.
 - 9.8.2. Which protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected.
 - 9.8.3. Which, insofar as is possible, enable SA Group to assist the Customer in the fulfilment of the Customer's obligations relating to personal data.
- 9.9. SA Group shall not engage a third party to carry out any processing activities in respect of personal data without:
- 9.9.1. The Customer's prior written consent; and
 - 9.9.2. Imposing the same obligations contained within this Clause 9 with regards to the processing of personal data in any engagement with such third-party processor.
- 9.10. SA Group shall not transfer any personal data to any country outside the UK without the Customer's prior written consent.
- 9.11. SA Group shall take reasonable steps to ensure the reliability of any of Service Provider personnel who have access to the personal data and that such personnel have received adequate training on compliance with this Clause 8 and Data Protection Legislation applicable to the processing of the personal data.
- 9.12. SA Group shall ensure that all Service Provider personnel required to access the personal data are informed of the confidential nature of the personal data, are subject to a written contractual obligation with SA Group to keep the personal data confidential (except where disclosure is required in accordance with law) and comply with the obligations set out in this Clause 9.

- 9.13. SA Group shall immediately record and then notify the Customer (within 5 Business Days) if it receives:
- 9.13.1. A request from a data subject to have access to that person's personal data.
Or
 - 9.13.2. A complaint or request relating to the Customer's obligations under Data Protection Legislation.
- 9.14. SA Group shall provide the Customer with such information, cooperation and assistance as the Customer reasonably requires in relation to the fulfilment of the Customer's obligations under Data Protection Legislation:
- 9.14.1. To respond to a request from a data subject relating to personal data.
 - 9.14.2. To carry out data protection impact assessments.
 - 9.14.3. To ensure the security of data processed; and
 - 9.14.4. To cooperate with supervisory authorities if requested.
- 9.15. SA Group shall not respond to any request from a data subject or complaint without the Customer's prior written approval.
- 9.16. SA Group shall maintain a complete, accurate and up to date written register of all processing activities carried out on behalf of the Customer. Such register shall contain the following information:
- 9.16.1. The name and contact details of the processor(s) and of each controller on behalf of which the processor is acting, and of SA Group's representative and data protection officer (if any).
 - 9.16.2. The categories of processing carried out on behalf of the Customer.
 - 9.16.3. Where applicable, details of transfers of personal data to a third country outside the UK and documentation of suitable safeguards; and
 - 9.16.4. A general description of the technical and organisational security measures referred to in Clause 9.8.
- 9.17. SA Group shall make available to the Customer within 5 Business Days of a request from the Customer:
- 9.17.1. Copies of the register under Clause 9.16; and
 - 9.17.2. Such other information as the Customer reasonably requires demonstrating SA Group's compliance with its obligations under Data Protection Legislation.
- 9.18. SA Group shall permit the Customer or its nominated representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Service Provider's data processing activities (and/or those of its third-party processors) and shall comply with all reasonable requests by the Customer to enable the customer to verify that SA Group is in full compliance with its obligations under Data Protection Legislation.
- 9.19. The Customer shall use its reasonable endeavours to ensure that the conduct of any inspection or audit does not unreasonably disrupt SA Group or delay the provision of the Services.
- 9.20. In the event that any inspection or audit carried out by the Customer or its nominated representative reveals a breach or potential breach by SA Group of its obligations under Data Protection Legislation, SA Group shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by the Customer and reported to SA Group.
- 9.21. The Customer shall be entitled to share any details, records or information provided by SA Group under this Clause 9 with the supervisory authority.
- 9.22. In the event that SA Group becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data received by SA Group from or on behalf of the Customer in connection with the provision of the Services (a "personal data breach"), SA Group shall:
- 9.22.1. Notify the Customer of the personal data breach without undue delay (and in no event later than 24 hours after becoming aware of such breach); and
 - 9.22.2. Provide the Customer without undue delay with the following details:

- 9.22.2.1. the nature of the personal data breach, including where possible the categories and approximate numbers of data subjects and personal data records concerned.
 - 9.22.2.2. the likely consequences of the personal data breach.
and
 - 9.22.2.3. the measures taken, or which SA Group recommends be taken, to address the personal data breach, including, where appropriate, to mitigate any possible adverse effects of the personal data breach.
- 9.23. Where, and in so far as, it is not possible for SA Group to provide all the information detailed in Clause 9.22 at the same time, SA Group may provide the information in phases without undue further delay.
- 9.24. On the expiry or termination of the Services related to processing SA Group shall, on the Customer's written request, either delete or return all the personal data to the Customer and delete existing copies of such personal data unless the continued storage of any data is required by law.

10. Confidentiality

10.1. Restrictions: The parties agree in respect of all Confidential Information:

- 10.1.1. to keep the Confidential Information in strict confidence and secrecy.
- 10.1.2. not to use the Confidential Information save for enjoying their rights and complying with obligations under this Agreement.
- 10.1.3. subject to clause 10.1.4, not to disclose the Confidential Information to any third party.
and
- 10.1.4. to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of their employees and others who of necessity need the same in the performance of their duties as envisaged by this Agreement, and in such circumstances to ensure that such employees and others are aware of the confidential nature of the Confidential Information and undertake to be bound by restrictions similar to those in this clause 10.

10.2. Permitted disclosures: Clause 10.1 does not prevent the disclosure of Confidential Information which is made for a proper purpose:

- 10.2.1. to a public authority to which it is compelled to disclose same.
- 10.2.2. to a court of law in the United Kingdom or elsewhere or otherwise in any legal proceedings.
- 10.2.3. to the auditors of, or any lawyer or professional person acting for the customer or its parent undertaking.
- 10.2.4. which is already in or hereafter becomes lawfully in the possession of a party prior to its disclosure under this Agreement, and is not subject to any restriction upon its subsequent disclosure or use.
or
- 10.2.5. which is, or becomes, public knowledge otherwise than through a breach of this clause.

10.3. Remedy: The parties acknowledge that since damages or an account of profits will not be an adequate remedy for a breach of this clause 10, a party is entitled to an injunction to prevent a breach, or continued breach

10.4. Announcements: Neither party shall make any public announcement of the existence of this Agreement without the prior written consent of the other

10.5. This clause 10 shall survive cancellation of this Agreement.

11. Limitation of Liability

11.1. Nothing in this Agreement shall limit or exclude SA Group's liability for:

- 11.2. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors:
- 11.2.1. fraud or fraudulent misrepresentation.
or
 - 11.2.2. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 11.3. Except as provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are fully permitted by law excluded from this Agreement.
- 11.4. Notwithstanding any other provision of this Agreement, in no event shall SA Group be liable to the Customer for any loss of profit, business data, contracts, revenues, or anticipated savings or any indirect or consequential loss of whatever nature, howsoever caused, whether occurring in contract, tort, negligence, or otherwise.
- 11.5. Nothing in this Clause shall confer any right or remedy upon the Customer to which it would not otherwise be entitled.
- 11.6. The Customer will be entirely responsible for, and indemnifies SA Group in respect of, the content of any messages provided by the Customer in using the Services provided by SA Group, and the Customer undertakes to ensure that all persons authorised by the Customer to use the Services operate in an appropriate way.
- 11.7. The Customer acknowledges that content of messages must be strictly controlled so as not to give rise to legal consequences, and that from time-to-time SA Group will issue notices in this regard.
- 11.8. The Customer is also responsible for, and will indemnify SA Group against, any liability arising from:
- 11.8.1. The Customer failing to ensure that it is running services which fully comply with any of the applicable codes of practice and the rules of the relevant regulatory body and any relevant legal obligations
 - 11.8.2. The Customer failing to provide SA Group with full descriptions of their service, including marketing details.
 - 11.8.3. Termination of the Agreement due to the Customer's breach of any obligation or clause of this Agreement.
 - 11.8.4. The Customer will be responsible for the maintenance and implementation of a suitable Disaster Recovery Plan, including data backup to minimise the likelihood of permanent data loss.
 - 11.8.5. Ensuring that the Customers' staff co-operate with SA Group in the provision of the Services. In particular, the Customer will provide information in time to allow SA Group to carry out the Services in a proper manner.
- 11.9. SA Group will hold appropriate levels of professional indemnity and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement.
- 11.10. Our maximum aggregate liability to You for any breach or series of breaches of the Agreement and/or any negligence shall in no circumstances exceed £250,000.00.
- 11.11. This clause 11 shall survive termination of this Agreement.

12. Patents, Trademarks and Intellectual Property Rights

- 12.1. The Customer acknowledges that all of the trademarks, trade names, copyrights, patents and all other intellectual property rights used or embodied in or in connection with the provision by SA Group of the Licensed Materials, Documentation and the Services are and shall remain the sole property of SA Group and/or its licensors.
- 12.2. If new inventions, designs or processes evolve in performance or because of this Agreement, the Customer acknowledges that the same shall belong to SA Group unless otherwise expressly agreed in writing by SA Group.

- 12.3. The Customer shall indemnify SA Group fully against all liabilities of any nature whatsoever, including (without limitation) all costs and expenses which SA Group may incur as a result of the Customer's infringement of any patent, trademark, trade names, copyright and all other intellectual property rights belong to SA Group or other proprietary right of any third party (a) on activities or information provided by SA Group; and/or (b) on following specifications of SA Group.
- 12.4. Intellectual Property Rights in data belong to the Customer and their customers and no licence or right to use the same is granted to SA Group other than those expressly set out in this agreement.

13.Relationship of the Parties

- 13.1. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.Injunctive Relief

- 14.1. Because a party's breach of any of its obligations hereunder may irreparably harm the other and/or its licensors and substantially diminish the value of the proprietary rights of the other and/or its licensors, the parties hereto each agree that if they breach any of their obligations the other party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including but not limited to injunctive relief) to enforce the obligations of the party in breach hereunder and to protect the other's and/or its licensors' proprietary rights.

15.Force Majeure

- 15.1. Suspension: Subject to clauses 15.2 and 15.3 the obligations of each party under this Agreement shall be suspended and neither party shall be liable to the other or any failure or delay in performing its obligations hereunder during the period and to the extent that any party is prevented or hindered from complying therewith by any cause beyond its reasonable control (a "Force Majeure Event").
- 15.2. SA Group shall not be liable to the Customer because of any delay or failure to perform its obligations under this Agreement due to Force Majeure Event.
- 15.3. Notice: On the occurrence of a Force Majeure Event, the party affected shall promptly serve notice to that effect on the other party.
- 15.4. Costs: Each party shall be liable for and shall bear all their own costs, expenses, losses and charges suffered and incurred because of a Force Majeure Event.

16.Termination & Suspension of Service

- 16.1. Without limiting its other rights and remedies, SA Group may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 16.1.1. the Customer fails to pay any sum due hereunder by the due date.
 - 16.1.2. the Customer is in breach of the applicable codes of practice or the rules of the relevant regulatory body.
 - 16.1.3. the Customer commits any breach of any term of this agreement (other than one falling within 16.1a or 16.1b above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) calendar days of a written request to remedy the same or within such other time as may be expressly requested by SA Group;
- and

16.1.4. Either party may terminate this Agreement with immediate effect by written notice to the other if:

16.1.4.1. the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or by any amendment or replacement thereof which may be issued from time to time) or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the other's business or assets or if a petition is present or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
or

16.1.4.2. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

16.2. Subject to the limitations of the liability of either party contained in any part of this document, any termination of this Agreement pursuant to this Clause 16 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

16.3. Upon termination of this Agreement, howsoever caused, the Customer shall immediately stop all use of any Licensed Materials (if any) and use of Services owned by SA Group and promptly return to SA Group (or at SA Group's option destroy and certify in writing to SA Group that it has destroyed) the original and all copies of any Licensed Materials, documentation including but not limited to all archival copies, compilations, translations, partial copies, updates, and modifications, if any, and delete all copies of any such items from the Customer's computer hardware and any other hardware or storage facilities.

16.4. The Customer accepts that SA Group may suspend without incurring any liability to the Customer any Services immediately at the request of the relevant regulatory body, if a service is the subject of a complaint, or appears to be in breach of the applicable codes of practice.

16.4.1. SA Group shall deliver to the Customer all copies of data in its possession and return all other tangible and intangible items containing the Customer's Confidential Information from any computer, or other device containing it; and (upon request) certify in writing to the Customer that it has complied with these obligations.

16.5. SA Group may, and at its sole discretion and without incurring any liability to the Customer, elect to suspend any or all Services forthwith if:

16.5.1. The Customer fails to comply with any provision of this Agreement.

or

16.5.2. SA Group is entitled to terminate this Agreement.

or

16.5.3. such suspension is for the purpose of carrying out scheduled or emergency maintenance provided that prior reasonable notice is given to the Customer.

or

16.5.4. the Customer becomes subject to any of the events listed in clause 16.2, or SA Group reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

17. Post Termination Restrictions

- 17.1. The Customer shall not either directly or indirectly canvass, solicit, seek to employ or directly or indirectly engage in the capacity of director, manager, partner, consultant, agent, employee or otherwise any employee of SA Group at any time during the tenure of the Agreement or for 12 months immediately following the termination of this Agreement without the written consent of SA Group. This restriction is considered fair and reasonable by the parties but if any part of it is found to be unenforceable then the restriction shall apply with such modification as may be necessary to make it valid and effective.

18. Notices

- 18.1. Any notice required to be given under this Agreement, shall be in writing and any notice shall be deemed to have been duly received when acknowledged on receipt by email or in writing.

19. Invalidity and severability

- 19.1. In the event of any disagreement or dispute between the parties arising out of any matter relating to or arising out of this Agreement, the parties shall in the first instance seek to resolve the matter by discussions between them
- 19.2. If the disagreement or dispute is not resolved pursuant to clause 19.1 above or if either party believes that it is unlikely to be resolved in this matter, the matter may by agreement between the parties be referred to mediation in accordance with the CEDR Model Mediation Procedure.
- 19.3. If the disagreement or dispute is not resolved pursuant to either of clauses 19.1 or 19.2 above and is of a technical nature, the matter may by agreement between the parties be referred to a technical expert ("the Expert") for resolution. The Expert shall be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the British Computer Society and both parties shall at their own cost afford the Expert with such assistance as he may reasonably request in connection with the resolution of the disagreement or dispute. The Expert shall be instructed to provide his decision as soon as reasonably possible. Unless otherwise directed by the Expert in the context of his decision, the costs of the Expert shall be borne equally by the parties.

20. Entire agreement and Amendment

- 20.1. This Agreement between SA Group and the Customer constitutes the entire agreement between the parties hereto as to the subject matter hereof and supersedes all prior communications, representations and agreements relating to the subject matter hereof, whether written or oral, and the parties hereby acknowledge that no reliance is placed on any communication, representation or agreement made but not embodied in this Agreement and waive any right they may have in respect of any misrepresentation not expressly contained in this Agreement unless such misrepresentation was made fraudulently and/or to rescind this Agreement.
- 20.2. SA Group reserves the right from time to time, to issue to the Customer variations to this Agreement. Where these variations incur additional costs and/or materially change the services, the Customer shall be notified in writing.
- 20.3. Each party agrees not to canvass, solicit or seek to employ or engage in any capacity any person employed or engaged by the other party during any part of the term of the Agreement or for 12 months after the end of the Agreement, without the written permission of the other party.

21. Assignment

- 21.1. The Customer shall not be entitled to assign, transfer, charge, subcontract or deal within any other manner this Agreement (or any part thereof) nor all or any of its rights and obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Materials.
- 21.2. SA Group may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all its obligations under this Agreement to any third party or agent.

22.Press, Publicity and Public Announcements

- 22.1. Neither party shall make any press statement, publicity statement or announcement nor publish or actively participate in any article concerning the subject matter of this Agreement without advising the other party hereto and agreeing with the other the content of such. However, shortly after entering into this Agreement the Customer consents to agreeing with SA Group a brief statement, which SA Group may issue on or shortly after the Service Commencement Date. SA Group may later request the Customer to agree to more detailed statements but shall only produce such after the Customer's agreement thereto. The foregoing shall not prevent basic disclosure by either party in accordance with financial, investment or auditing disclosures required by law or regulatory authorities, nor disclosure by SA Group of message content or sender details as may be required by law or regulatory authority.

23.Law

- 23.1. 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 English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Customer Acceptance

Customer's acceptance of the proposal, terms and conditions as detailed above:

Signed by [<Company Name>] for and on behalf of	
Signed by [SA Group Limited] for and on behalf of	

The Parties acknowledge and accept that the terms set out in this document shall constitute a legally binding contract upon signature by both parties.