



General Terms & Conditions

Version: 1.7
Date: September 2022

1. Interpretation

The definitions and rules of interpretation in this condition apply in these conditions.

1.1 Definitions:

"Acceptable Use Policy"	means the Company's acceptable use policy from time to time located at www.ct.co.uk .
"Business Hours"	means Monday to Friday, 9am to 5:30pm, excluding Bank and other Public Holidays.
"Company"	means Central Technology Limited (Company Registered Number 04579191)
"Contract" or "Agreement"	means together the Order, the relevant Service Schedule and the Company's acceptance of it in accordance with condition 3.3.
"Customer"	means the person, firm or company who purchases Services from the Company.
"Deliverables"	means all products and materials provided by the Company in relation to the Services in any media, including, without limitation, computer programs, data, diagrams, reports, documentation and specifications (including drafts) and any software, as defined in the Order or other Schedule.
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Minimum Term"	Means the period of 12 months or any longer term as set out on the Order Form, commencing on and from the Service Commencement Date.
"Order"	means the order placed by the Customer for the supply of the Services setting out, amongst other items, the specification for the Services.
"Pass through charges"	means any increased costs passed through to CT from its suppliers.
"Pre-existing Materials"	means Customer or third party owned materials which existed before the commencement of the Services.
"Schedule"	means any schedule applicable to the particular Services as specified in the Order.
"Services"	means the services to be provided by the Company under the Contract as specified in the Order and shall include, but not be limited to the following Services: • IT Support • Cloud Hosting Services • Website Hosting • Cloud Backup • Broadband Services & Ethernet Services • Telephone Services • SIP Trunks together with various other services as specified in the Order or as may be amended from time to time pursuant to condition 7 of these Conditions.

"Site"	means the site where the Services are to be provided by the Customer to the Company as specified in the Order.
"Site Software"	means any and all software for the Site provided by the Customer to the Company.
"Start Date" or "Service Commencement Date"	means the date the Services are to commence which shall be the date upon which the Company issues a written acknowledgement of order, the date upon which the Company begins to deliver its services or a date otherwise agreed between the parties. The start date will be clarified on the order document wherever possible.
"Tupe"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
"VAT"	means value added tax chargeable under English law for the time being and any similar additional tax.
"Virus"	means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses, malware and other similar things or devices.

- 1.2 Condition, Schedule and paragraph headings shall not affect the interpretation of the Contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes faxes and email.
- 1.9 References to conditions and Schedules are to the conditions and Schedules of these Conditions.

2. Application of Conditions

- 2.1 These Conditions and the Schedules shall:

- 2.1.1 apply to and be incorporated in the Contract; and
- 2.1.2 prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Company unless in writing and signed by a duly authorised representative of the Company.
- 2.3 If there is a conflict between any of the provisions of these General Terms & Conditions and any provisions of any Schedule (including any conditions within the Order Form and any service terms incorporated therein), the conflict will be resolved according to the following order of priority:
- 2.3.1 First: the conditions set out in the Order;
 - 2.3.2 Second: the relevant Service Schedule;
 - 2.3.3 Third: any addendum to these General Terms & Conditions and
 - 2.3.4 Fourth: these General Terms & Conditions.

3. Basis of Contract

- 3.1 Any quotation is valid for a period of 14 days only, unless otherwise stated, and the Company may withdraw it at any time by notice to the Customer.
- 3.2 Each purchase order or acceptance of a quotation for Deliverables by the Customer constitutes an offer by the Customer to purchase the Services specified in it on these conditions; accordingly, the execution and return of the acknowledgement copy of the purchase order form by the Company, or the Company's commencement or execution of work pursuant to the purchase order, shall establish a contract for the supply and purchase of those Services on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order shall not govern the Contract. The Customer shall ensure that its Order is complete and accurate.
- 3.3 A binding contract shall not come into existence between the Company and the Customer unless and until the Company issues a written order acknowledgement to the Customer, or the Company delivers the Deliverables to the Customer (whichever occurs earlier).
- 3.4 The Company may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 3.5 No order which has been acknowledged by the Company may be cancelled by the Customer, except with the agreement in writing of the Company and provided that the Customer indemnifies the Company in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 3.6 All Services are subject to the Acceptable Use Policy and the Customer shall at all times comply with the Acceptable Use Policy in relation to the Services.

4. Company's Obligations

- 4.1 The Company shall use all reasonable skill and care to provide the Services and to deliver the Deliverables to the Customer, in accordance with the terms and conditions of the Contract.
- 4.2 All dates supplied by the Company for the provision of the Services shall be treated as approximate only and time shall not be of the essence of the Contract. The Company shall not

be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

- 4.3 Any service level agreements provided by the Company shall be superseded by any third party provider service level agreements where the timescales within the third party agreement are higher than those within the Company's and any breach of the third party service level agreements is outside the Company's control.

5. Customer's Obligations

- 5.1 The Customer shall be responsible for the accuracy and completeness of the Pre-existing Materials and the Site Software, including the provision of valid up to date licencing of any such software.

- 5.2 The Customer shall:

- 5.2.1 co-operate with the Company in all matters relating to the Services;
- 5.2.2 provide in a timely manner such access to the Customer's equipment, data and premises (including the Site) and such office accommodation and other facilities, as is reasonably requested by the Company and required in the performance of the Services;
- 5.2.3 provide in a timely manner any Site Software and such information as the Company may reasonably require in the performance of the Services, and ensure that the Site Software and such information is accurate and complete in all material respects;
- 5.2.4 obtain and maintain all licences, consents, and permissions necessary to use the Pre-existing materials of the Customer and the Site Software (as applicable);
comply with all applicable laws, rules and regulations with respect to the Customer's activities for the provision of the Deliverables; and
- 5.2.5 be responsible (at its own cost) for preparing the Site for the supply of the Services.

- 5.3 The Customer shall not store, distribute or transmit any Viruses, or any other material in the course of the Customer's use of the Services that:

- 5.3.1 is unlawful, harmful, threatening, defamatory, obscene or infringes any third party's Intellectual Property or other rights;
- 5.3.2 facilitates illegal activity;
- 5.3.3 promotes unlawful violence;
- 5.3.4 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- 5.3.5 causes damage or injury to any person or property;

and the Company reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this condition or that the Company, in its reasonable opinion, otherwise considers appropriate to do so.

- 5.4 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 12 months after the completion of all Services, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Company other than by way of national or regional advertising campaign open to all comers.

- 5.5 The Customer acknowledges that a breach by it of the provisions of 5.4 will require the expenditure of time and expense by the company in replacing any such employee for which the company is entitled to recover, as liquidated damages an amount equal to the gross basic annual

salary, as at the time of the breach, of the employee concerned. This provision shall be without prejudice to the company's right to seek injunctive relief.

- 5.6 Any consent given by the Company in accordance with condition 5.5 shall be subject to the Customer paying to the Company a sum equivalent to the higher of 30% of the then current gross, annual remuneration of the Company's employee or sub-contractor, 30% of the annual remuneration to be paid by the Customer to such employee or sub-contractor or £10,000.00, whichever is the greater. Such payment shall be due within 7 days of invoice.

6. Charges and Payment

- 6.1 The total price for the Services and the Deliverables shall be the amount set out in the Order. The Company shall invoice the Customer for the charges that are then payable. The total price shall be paid to the Company in instalments as set out in the Order, or otherwise monthly in advance by the Customer to the Company by direct debit within 10 days of the Company's invoice. All amounts due under the Contract shall be paid by the Customer to the Company in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.2 If the customer, for any reason cancels its direct debit instruction or fails to pay by direct debit for any reason then the charges payable will increase by 15% until such time as the direct debit is reinstated. The Customer agrees this uplift is a fair and reasonable charge for the additional administration costs incurred by the Company to collect payments by means other than direct debit.
- 6.3 If, at any time whilst using the Services, the Customer exceeds the amount of users, storage space, bandwidth or other capacity requirements (including software licencing) set out in the Order or otherwise as agreed between the parties, the Company shall charge the Customer, and the Customer shall pay, the Company's applicable overage rates which are currently in force or detailed within the Order.
- 6.4 If, at any time, the Customer cancels a site visit by a Company engineer with less than 48 hours written notice, the Company shall have the right to charge the Customer, and the Customer shall pay, a minimum call out charge of not less than one days labour at the rate applicable at the time of cancellation. The Company may, at its sole discretion, charge, and the Customer shall pay, an amount equal to the total value of the labour charge for the planned visit.
- 6.5 Without prejudice to any other right or remedy that the Company may have, if the Customer fails to pay and continues to fail to pay the Company for a period of 14 days after the due date the Company may:
- 6.5.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - 6.5.2 suspend all Services until payment has been made in full.
- 6.6 All amounts payable under the contract shall be exclusive of VAT or relevant local sales tax which shall be paid at the rate and in the manner for the time being prescribed by law.
- 6.7 Time for payment shall be of the essence of the Contract.

- 6.8 The Company may increase its charges as from each anniversary of the Start Date provided any initial, fixed term has expired. Any increase shall be notified to the Customer at least three months before such anniversary.
- 6.9 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.
- 6.10 The Company reserves the right, by giving notice to the Customer at any time, to increase the price of the Services to reflect any increase in the cost to the Company which is due to pass through charges from its suppliers or any factor beyond the control of the Company (including without limitation any price rises as a result of foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture in particular any increase in licencing costs imposed on the Company by a third party provider or increased costs imposed on the Company by upstream network providers), any change in delivery dates, quantities or specifications which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions, or any other material increase in cost incurred which is outside of the control of the Company.
- 6.11 The Customer shall pay all costs, at the Company's then prevailing rates, and expenses incurred by the Company for any work carried out by the Company not covered by the Contract.
- 6.12 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.12 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

7. Change Control

- 7.1 If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 7.2 If either party requests a change to the scope or execution of the Services, the Company shall, within a reasonable time, provide a written estimate to the Customer of:
- 7.2.1 the likely time required to implement the change;
 - 7.2.2 any variations to the Company's charges arising from the change;
 - 7.2.3 the likely effect of the change on the Deliverables; and
 - 7.2.4 any other impact of the change on the terms of the Contract.
- 7.3 If the Company requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay its consent to it.
- 7.4 If the Customer wishes the Company to proceed with the change, the Company has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Deliverables and any other relevant terms of the Contract to take account of the change.
- 7.5 The Company reserves the right to suspend support on a specific system or set of systems if the Customer continually fails to implement recommendations proposed by the Company and in the Company's reasonable opinion failure to implement such recommendations does or will cause recurring support issues or security risks. Suspension of support under this clause shall not entitle the customer to any reduction in support charges.

8. Warranty

- 8.1 The Company shall perform the Services with all reasonable care and skill.
- 8.2 Unless otherwise agreed in writing between the parties, the Company warrants that the Deliverables will perform substantially in accordance with the Order for a period of 30 days from the Start Date. If the Deliverables does not so perform, the Company shall, for no additional charge, carry out any work necessary in order to ensure that the Deliverables substantially complies with the Order.
- 8.3 The warranty set out in condition 8.2 shall not apply to the extent that any failure of the Deliverables to perform substantially in accordance with the Order is caused by the Site Software or any Materials.
- 8.4 The Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.5 The Company does not warrant that the Deliverables will be uninterrupted or error-free or free from any Virus

9. Remedies

- 9.1 The Company shall not in any circumstances be liable for any non-performance of the Services (even if caused by the Company's negligence) unless the Customer notifies the Company in writing of the failure to perform within 7 days after the scheduled performance date.
- 9.2 Any liability of the Company for non-performance of the Services shall in all circumstances be limited to providing the Services within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Services.
- 9.3 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees (other than by reason of an event listed under condition 16), the Customer shall in all circumstances be liable to pay to the Company on demand all reasonable costs, charges or losses sustained by it as a result, subject to the Company notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 9.4 The Customer acknowledges and agrees that the Company may on not less than at seven days notice, suspend the Customer's access to or use of the Services, in whole or in part on either a temporary or permanent basis, in the event that the Company at any time becomes aware or reasonably suspect that the Customer has breached the terms of the Contract.
- 9.5 Notwithstanding the Customer's obligation to pay all amounts due for the Services provided to it, the Customer acknowledges and agrees that the Company may at any time, without notice, suspend the Customer's access to or use of the Services, in whole or in part on either a temporary or permanent basis, in the event that the Company at any time become aware or reasonably suspect fraudulent activity on any of the services provided to the Customer.

10. Limitation of Liability

- 10.1 The following provisions set out the entire financial liability of the parties (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of:
- 10.1.1 any breach of the Contract howsoever arising;
 - 10.1.2 any use made by the Customer of the Services, the Deliverables or any part of them; and
 - 10.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.
- 10.2 No warranty or representation is given by the Company in respect of the Services that all faults will be fixed, or will be fixed within a specified period of time.
- 10.3 Except as expressly set out in the Agreement, any and all conditions and warranties or terms of equivalent effect which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, including any implied warranties as to quality or merchantability, accuracy and fitness for a particular purpose, are excluded to the fullest extent permitted by law.
- 10.4 Nothing in these conditions excludes or limits the liability of either party for:
- 10.4.1 death or personal injury caused by negligence; or
 - 10.4.2 fraud or fraudulent misrepresentation.
- 10.5 Subject to condition 10.2 and condition 10.3:
- 10.5.1 Neither party shall in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - 10.5.1.1 loss of profits; or
 - 10.5.1.2 loss of business; or
 - 10.5.1.3 depletion of goodwill or similar losses; or
 - 10.5.1.4 loss of anticipated savings; or
 - 10.5.1.5 loss of goods; or
 - 10.5.1.6 loss of contract; or
 - 10.5.1.7 loss of use; or
 - 10.5.1.8 loss or corruption of data or information; or
 - 10.5.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, that are suffered or incurred by the other party.
 - 10.5.2 Each party's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services by the Customer for the 12 months prior to when the event the subject of the liability occurred.
- 10.6 The Customer agrees that, in entering into the Contract, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Contract or (if it did rely on any representations, whether written or oral, not expressly set out in the Contract) that it shall have no remedy in respect of such representations

and (in either case) the Company shall have no liability otherwise than in accordance with the express terms of the Contract;

11. Intellectual Property Rights

- 11.1 Except where the Customer's use of the Services is and has at all times been strictly in accordance with the terms of the Contract, the Customer shall defend, indemnify and hold the Company harmless against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) suffered or incurred by the Company arising out of or in connection with the Customer's use of the Services including without any limitation in respect of any action or claim that the Site Software or the Pre-existing Materials infringe any Intellectual Property Rights of a third party. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Company.
- 11.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Deliverables are and shall remain the sole property of the Company or (as the case may be) third party rights, owner.
- 11.3 The Company shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Company.
- 11.4 The Company's Intellectual Property Rights in and relating to the Deliverables shall remain the exclusive property of the Company, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 11.5 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Company obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Customer.
- 11.6 Except for the rights expressly granted in the Agreement, the performance of the Services does not and will not transfer to CT any right, title or interest in and to and Customer proprietary technology including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs including any derivative works, improvements, enhancements or extensions of such proprietary technology.
- 11.7 The Company hereby grants (or will procure that the owner of the Intellectual Property Rights therein will grant) to the Customer and the designated users, a non-exclusive, non-transferable, royalty-free licence for the term of the agreement without the right to grant any sub-licences to access and use the services solely in accordance with the Agreement.
- 11.8 The Company hereby grants to the Customer a non-exclusive, non-transferable, royalty-free licence to use the Deliverables for the purpose of the Agreement.
- 11.9 Subject to clause 10, the Company will indemnify the Customer in full from and against any losses incurred by the Customer in respect of any third party claims arising as a result of or in connection

with the performance of the Services in a manner which infringes or violates, or is alleged to infringe or violate, the Intellectual Property Rights of any third party.

- 11.10 If such a claim appears likely, the Company will at its expense modify the Services, procure the necessary rights or replace the Services with the functional equivalent to the best of its endeavours. If none of these options is reasonably available, then either party may terminate the Agreement by notice in writing to the other and the Company will refund any prepaid and unused fees in respect of the remainder of the term of the Agreement. Such notice shall not be less than six months.
- 11.11 The obligations of the Indemnifying Party for any indemnity provided under the Agreement will only apply if the Indemnified Party:
- (a) promptly notifies the Indemnifying Party of the claim in writing;
 - (b) does not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed);
 - (c) cooperates with the Indemnifying Party in the defence; and
 - (d) allows the Indemnifying Party sole control of the defence or settlement of the claim.
- 11.12 Neither party will have any obligation to indemnify the other to the extent that the losses of the other party are caused by, arise out of, or relate to:
- (a) Any breach of contract by the other party;
 - (b) The negligence, fraud or wilful misconduct of the other party.

12. Confidentiality and Supplier's Property

- 12.1 Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other or its agents, and any other confidential information concerning their respective business or products which the other party may obtain. Both parties shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to the other party, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties.
- 12.2 The obligations of confidentiality under clause 12 will not apply to any confidential information which:
- (a) must be disclosed by law;
 - (b) was known to the recipient before its receipt from the disclosing party;
 - (c) is lawfully in the public domain or possession of a third party other than by reason of breach;

- (d) is independently developed without access to the other party's confidential information;
- (e) is authorised for release by written consent of the disclosing party.

12.3 To the extent that either party is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, such party may disclose the confidential information, provided that such party will to the extent legally permissible:

- (a) Give the other party as much notice as possible of such disclosure; and
- (b) Co-operate with any reasonable endeavours, as permitted by any applicable law, by the other party to limit disclosure or seek protection against disclosure.

12.4 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Customer shall at all times be and remain the exclusive property of the Company, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

12.5 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12.6 The Company may refer to the Customer as being a client of the Company in customer reference lists, sales presentations, advertising and press releases.

12.7 This condition 12 shall survive termination of the Contract, however arising.

13. Data Protection

The data protection requirements under this agreement are set out within the Company's Data Protection Addendum to these General Terms and Conditions.

14. Termination

14.1 The Contract shall commence on the Start Date and shall continue, unless terminated earlier in accordance with these Conditions, for the minimum term stated in the Order and thereafter on an annual basis (or any other basis as stated in the order) unless either party gives to the other a minimum of 90 days prior written notice, such notice to expire on the anniversary of the Start Date or any anniversary thereof.

14.2 In the event that the Customer terminates the Contract prior to the end of the minimum term, the Customer shall be required to pay immediately and in full, all charges that would have become due under the contract should it have run to the end of the minimum term unless the Customer terminates the Contract in Clause 14.4.

14.3 Without prejudice to any other right or remedy available to the Company, the Company may terminate the Contract or suspend any further provision of the Services under the Contract without liability to the Customer and, if the Services have been provided but not paid for, the

price shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary if:

- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- 14.3.2 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- 14.3.3 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.4 Without prejudice to any rights that have accrued under the Contract or any of its rights or remedies, either party may at any time terminate the Contract with immediate effect by giving written notice to the other party if:

- 14.4.1 the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 14.4.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 14.4.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 14.4.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 14.4.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party;
- 14.4.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 14.4.7 the holder of a qualifying floating charge over the assets of other party has become entitled to appoint or has appointed an administrative receiver;
- 14.4.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 14.4.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.

14.5 On termination of the Contract for any reason:

- 14.5.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- 14.5.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

- 14.7 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.8 On termination of any contract for services under these master terms and conditions an exit plan will be defined as follows:
- 14.8.1 The Company shall assist in the migration away from the Service. As a minimum, assuming the account is fully paid up to and including the termination date, the Company shall provide a copy of (or access to) all Customer Data, passwords specific to the Customer and virtual machine images of dedicated servers.
 - 14.8.2 The charges for this migration assistance and any additional services required by the Customer upon termination will be charged for at a rate to be agreed between both parties at the time of termination under the Change Control Procedure using the Company's applicable rate at that time.
 - 14.8.3 The parties agree in good faith to determine the Exit Plan and agree their respective responsibilities and deliverables within 14 days of either party giving notice to terminate this Agreement. It is the responsibility of the Company Account Manager and Customer Contract Manager to agree the Exit Plan.
 - 14.8.4 Replacement Provider - The Customer shall ensure that the Replacement Provider makes available and provides suitably skilled resources for the timely and efficient handover of the services.

15. Anti-bribery Compliance

- 15.1 Both parties shall:
- 15.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
 - 15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - 15.1.3 immediately notify the other party in writing if a foreign public official becomes an officer or employee. Both parties warrant that it has no foreign public officials as officers or employees at the date of execution by the parties of the Agreement.
- 15.2 Breach of this clause 15 by either party shall be deemed a material breach incapable of remedy.

16. Force Majeure

The Company shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Variation

18.1 The Company is entitled to make changes to these conditions at any time and the Customer will be subject to any such amended conditions from the date that such changes are made. The most recent version of these conditions from time to time shall be held at www.ct.co.uk (or any other location that the Company may notify the Customer).

18.2 CT shall notify the Customer in writing of any variation and the customer shall have 30 days from the date of such notice to raise any reasonable objection to the variation. Full details of the objection shall be provided to CT in writing. Should a mutually acceptable variation not be agreed then the Customer shall have the right to terminate the contract by giving 3 months' notice, subject at all times to any minimum term. Any variation required as a result of changes in legislation, regulation or any Act of Parliament shall be excluded from this clause.

19. Rights and Remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

20.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire Agreement

21.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

21.4 Nothing in this condition shall limit or exclude any liability for fraud.

22. Assignment

22.1 The Customer shall not, without the prior written consent of the Company (such consent not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract other than where such assignment, transfer or charge is made in favour of a member of the Customer's Group or its Financiers.

22.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23. Third Party Rights

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

24. Notices

24.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or the main trading address as identified on the company letterhead. Where reasonably appropriate notice or communication may be by e-mail. Any notice or communication given by e-mail shall be addressed to the primary contact and copied to a senior member of the recipient's management team as appropriate.

24.2 Any notice or communication shall be deemed to have been received:

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

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

24.2.3 If by e-mail upon written confirmation of receipt by the recipient.

24.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this condition 24.3, "writing" shall not include email.

25. Governing Law

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the law of England and Wales.

26. Jurisdiction

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