

**1. Application of Terms and Conditions**

- 1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the Quotation which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

**2. Definitions and Interpretation**

- 2.1 In these Terms and Conditions, the following expressions have the following meanings:

**“Business Day”** means any day other than a Saturday, Sunday or bank or public holiday in England;

**“Commencement Date”** means the commencement date for the Contract as set out in the Quotation, written acknowledgement of the order or as agreed in writing between the Supplier and the Customer;

**“Confidential Information”** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

**“Contract”** means the contract for the purchase and sale of the Goods and supply of the Services, which shall comprise the relevant Quotation and these Terms and Conditions;

**“Contract Price”** means the price stated in the Contract payable for the Goods (if any) and Services (if any) detailed in the Quotation;

**“Customer”** means the person who accepts a Quotation for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;

**“Data Controller”** has the meaning set out in (i) section 1(1) of the Data Protection Act 1998 or (ii) UK legislation implementing General Data Protection Regulation (EU) 2016/679 when it comes in to force.

**“Data Processor”** has the meaning set out in (i) section 1(1) of the Data Protection Act 1998 or (ii) UK legislation implementing General Data Protection Regulation (EU) 2016/679 when it comes in to force.

**“Data Subject”**

has the meaning set out in (i) section 1(1) of the Data Protection Act 1998 or (ii) UK legislation implementing General Data Protection Regulation (EU) 2016/679 when it comes in to force.

**“Deliverables”**

The deliverables (if any) set out set out in the Quotation which are to be produced by the Supplier specifically for the Customer, and excluding any deliverables (or any part thereof) used by the Supplier in connection with its business generally.

**“Delivery Date”**

means the target date on which the Goods are intended to be delivered as stipulated in the Quotation or as otherwise agreed in writing between the Customer and the Supplier.

**“Force Majeure Event”**

has the meaning given in Clause 21.

**“Goods”**

means the goods (including any instalment of the goods or any parts for them) (if any) detailed in the Quotation which the Supplier is to supply in accordance with these Terms and Conditions and Replacement Goods where any Replacement Goods are supplied or are to be supplied in accordance with Clause 10.1;

**“month”**

means a calendar month;

**“Party”**

means the Supplier and the Customer, and **“Parties”** shall be construed accordingly.

**Personal Data**

Has the meaning set out in (i) section 1(1) of the Data Protection Act 1998 or (ii) UK legislation implementing General Data Protection Regulation (EU) 2016/679 when it comes in to force.

**“Quotation”**

means the relevant Quotation provided to the Customer by the Supplier detailing the relevant Goods and/or Services to be provided.

**“Replacement Goods”**

Shall have the meaning ascribed to it in Clause 10.1.

**“Services”**

means the Services (if any) detailed in the Quotation to be provided to the Customer in accordance with these Terms and Conditions; and

<p><b>“Supplier”</b> means Data Installation &amp; Networking Services Limited, a company registered in England under company no. 02802029 whose registered office is situate at Russell House, Oxford Road, Bournemouth, Dorset BH8 8EX.</p> <p>2.2 Each reference in these Terms and Conditions to:</p> <p>2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;</p> <p>2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;</p> <p>2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;</p> <p>2.2.4 a Clause is a reference to a clause of these Terms and Conditions.</p> <p>2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.</p> <p>2.4 Words imparting the singular number shall include the plural and vice versa.</p> <p>2.5 References to any gender shall include the other gender.</p> <p>2.6 Any words following the terms <b>including, include, in particular, for example</b> or other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.</p> <p><b>3. Basis of Sale and Service</b></p> <p>3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by authorised representatives of the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.</p> <p>3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.</p> <p>3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods or Services which are capable of acceptance. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.</p> <p>3.4 Any purchase order placed by the Customer shall be deemed to be an offer by the Customer to the Supplier to purchase the Goods and to be supplied with the Services on the basis of the Quotation and in accordance with these Terms and Conditions.</p> <p>3.5 No contract for the sale of the Goods or the supply of the Services shall be accepted by the Supplier or binding on the Supplier unless the Supplier has accepted an order placed by the Customer by issuing an order acknowledgement in response to the Customer’s purchase order.</p>	<p>3.6 Any typographical, clerical or other accidental errors or omissions in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.</p> <p><b>4. The Goods</b></p> <p>4.1 The specification (if any) for the Goods shall be that set out in the Quotation.</p> <p>4.2 The Supplier reserves the right to make any changes in the specification of the Goods which do not materially affect their quality or performance where (i) such changes are required to conform to any applicable law or regulatory requirements or (ii) the Goods are to be supplied to the Customer’s specification and in each case (i) and (ii) the Supplier shall notify the Customer in any such event.</p> <p>4.3 No order which has been accepted by the Supplier may be cancelled or amended by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.</p> <p><b>5. The Services</b></p> <p>5.1 The specification for the Services supplied shall be that set out in the Quotation. The Supplier shall perform the Services in accordance with the specification in all material respects.</p> <p>5.2 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 7 and 8 provide the Services expressly identified in the Quotation.</p> <p>5.3 The Supplier shall perform the Services identified in the Quotation with reasonable care and skill.</p> <p>5.4 The Supplier reserves the right to amend the specification of the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.</p> <p>5.5 The Supplier shall endeavour to perform the Services under the Contract in accordance with any target timescales detailed in the Quotation, but such timescales are estimates only and time will not be of the essence in the performance of the Services.</p> <p><b>6. Customer obligations</b></p> <p>6.1 The Customer shall:</p> <p>6.1.1 ensure that the Quotation and the terms of the purchase order and any goods or service specification are complete and accurate;</p> <p>6.1.2 co-operate with the Supplier in all matters relating to the Services;</p> <p>6.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer’s premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;</p> <p>6.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in</p>
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order to supply the Services, and ensure that such information is complete and accurate in all material respects;

- 6.1.5 prepare the Customer's premises for the supply of the Services;
- 6.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 6.1.7 keep all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- 6.1.8 comply with any additional obligations set out in any Quotation and in any service or goods specification.

**7. Price**

- 7.1 The price of the Goods and Services shall be the prices stated in the Supplier's Quotation or such other price as may be agreed in writing by the Supplier and the Customer.
- 7.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, and increased Supplier costs), any change in delivery dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 7.3 Except as otherwise stated under the terms of any Quotation and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging and transport, which shall be invoiced to the Customer in addition.
- 7.4 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

**8. Payment**

- 8.1 Subject to any special terms agreed in writing between the Customer and the Supplier (including in the Quotation), the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the provision of the Services (or the relevant portion thereof) (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the price of the relevant Goods (as stated in the relevant Quotation) at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as

the case may be) the Supplier has tendered delivery of the Goods.

- 8.2 The Customer shall pay the price of the Goods and Services (less any discount or credit allowed by the Supplier) within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of Supplier's invoices shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 8.3 All payments shall be made to the Supplier as indicated on the relevant invoice issued by the Supplier or as confirmed by the Supplier in writing.
- 8.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**9. Delivery and Performance**

- 9.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the Quotation or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 9.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 9.3 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the Quotation provide the Services expressly identified in the Quotation. The timeframe contained in the Quotation for performance of the Services shall be an estimate only.

**10. Non-Delivery of Goods**

- 10.1 If the Supplier fails to deliver the Goods by the Delivery Date, the Customer shall notify the Supplier of the same in writing and shall afford the Supplier a reasonable amount of time (and in any event not less than 10 days) from and including the date of receipt by the Supplier of the Customer's written notification (the "**Rectification Period**") to provide suitable replacement goods ("**Replacement Goods**"). In the event that the Supplier fails to deliver the Replacement Goods within the Rectification Period its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 10.2 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event

or by the Supplier's failure to comply with its obligations under the Contract in respect of Goods:

- 10.2.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 10.2.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 10.3 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may at its election either (i) resell or otherwise dispose of part of all of the Goods or (ii) invoice the Customer for all or part of the relevant Goods in accordance with Clause 8.1 or (iii) implement a combination of (i) and (ii).

**11. Risk and Retention of Title**

- 11.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
  - 11.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
  - 11.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
  - 11.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 11.3 Until payment has been made to the Supplier in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 11.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 11.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 11.3.

11.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

- 11.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
- 11.6.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 11.6.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 11.6.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

**12. Assignment**

- 12.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 12.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

**13. Defective Goods**

- 13.1 Subject to Clause 13.3, the Supplier warrants that on delivery and for a period of 12 months from the date of delivery of the relevant Goods, or other warranty period stated in the Quotation or otherwise agreed in writing between authorised representatives of the Supplier and the Customer ("**warranty period**") the relevant Goods shall:
  - 13.1.1 conform in all material respects with their description and any specification stated in the Quotation;
  - 13.1.2 be free from material defects in design, material and workmanship; and
  - 13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)
- 13.2 Subject to Clause 13.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
  - 13.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some of all of the Goods do not comply with the warranty set out in Clause 13.1;



- 13.2.2 the Supplier is given a reasonable opportunity of examining such Goods and agrees that they are not in compliance with 13.1;
- 13.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 13.3 The Supplier shall be under no liability for the Goods' failure to comply with the warranty in Clause 13.1 in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal working conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse, repair or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party, if the Customer makes any further use of such Goods after giving a notice in accordance with Clause 13.2, or if the Goods differ from their description or the specification as a result of changes made pursuant to Clause 4.2.
- 13.4 Where the Goods have the benefit of a manufacturer's warranty the Customer shall claim under the manufacturer's warranty in preference to the warranty at Clause 13.1 and the Supplier shall assist the Customer in claiming against the manufacturer's warranty, and to the extent requested by the Customer shall act as administrator in respect of any claim against the manufacturer's warranty.
- 13.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.6 Except as provided in this Clause 13, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 13.1.
- 13.7 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.
- 14. Customer's Default**
- 14.1 If:
- 14.1.1 The Customer fails to make payment to the Supplier of overdue sums in full within 7 days of the date of a written notice from the Supplier advising the Customer that the relevant sums are overdue;
- 14.1.2 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract (in each case other than in respect of its payment obligations);
- 14.1.3 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- 14.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
- 14.1.5 the Customer ceases, or threatens to cease, to carry on business; or
- 14.1.6 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall without any liability to the Customer be entitled at its discretion to:
- i. cancel the Contract or suspend any further deliveries of Goods or supplies of Services;
  - ii. if Goods have been delivered or if Services have been supplied by the Supplier but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
  - iii. appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer).
- 14.2 In the event that the Customer does not pay any sum by the relevant due date, the Supplier may (without prejudice to any other right or remedy available to the Supplier) charge the Customer interest (both before and after any judgement) from the relevant due date on the amount unpaid, at the rate of 8% per annum above the Bank of England's base rate from time to time in force, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 15. Intellectual Property Rights**
- 15.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 15.2 The Supplier grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty free licence during the term of the Contract to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Goods, Services and the Deliverables in its business only.
- 15.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by Clause 15.2.
- 15.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use, copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purposes of providing the Goods and Services to the Customer.
- 15.5 Any third party owned Intellectual Property Rights contained in or related to the Deliverables, the Goods and the Services shall be made available subject to(i) entry by the Customer in to a separate licence agreement with the relevant third party and (ii) the terms of such licence agreement.
- 16. Data Protection**
- 16.1 To the extent that the Supplier processes Personal Data on behalf of the Customer under or in connection with

these Terms and Conditions i) it is hereby agreed that as between the Supplier and Customer, the Supplier shall act as Data Processor in relation to such activities and:

- 16.1.1 The Supplier shall process Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purposes than those expressly authorised by the Customer;
- 16.1.2 The Supplier shall take all reasonable steps to ensure the reliability of all its employees who have access to the Personal Data;
- 16.1.3 The Customer warrants that it has in place the necessary consents from the Data Subjects to enable the Supplier to lawfully process and transfer such Personal Data on behalf of the Customer as required under or in connection with these terms; and
- 16.1.4 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission resulted directly from the Customer's instructions.
- 16.2 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 16.3 Subject to Clause 17, the Supplier shall indemnify the Customer from and against any and all losses, cost, claims, demands, damages and expenses suffered or incurred by the Customer as a result of or in connection with a breach by the Supplier of the provisions of Clauses 16.1 and 16.2.
- 16.4 The Customer shall indemnify the Supplier from and against any and all losses, costs, claims, demands, damages and expenses suffered or incurred by the Supplier as a result of or in connection with a breach by the Customer of the provisions of Clauses 16.1 and 16.2.
- 17. Limitation of Liability**
- 17.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 17.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising or incurred from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 17.3 The Supplier shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 17.4 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
- 17.4.1 for death or personal injury caused by the Supplier's negligence;
- 17.4.2 for fraud or fraudulent misrepresentation;

- 17.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 and section 12 of the Supply of Goods Act 1979; or
- 17.4.4 for any matter which it would be illegal for the Supplier to limit or exclude or attempt to limit or exclude its liability.
- 17.5 Subject to Clause 17.4, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise arising under or in connection with the Contract for:
- 17.5.1 loss of profits;
- 17.5.2 loss of sales or business;
- 17.5.3 loss of agreements or contracts;
- 17.5.4 loss of anticipated savings;
- 17.5.5 loss of use or corruption of software, data or information;
- 17.5.6 loss of or damage to goodwill; and
- 17.5.7 any indirect or consequential loss.
- 17.6 Subject to the other provisions of this Clause 17 the Supplier's total liability in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise, arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price, or such other sum as may be agreed in writing by authorised representatives of the Supplier and the Customer.
- 17.7 The provisions of this Clause 17 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.

**18. Confidentiality**

- 18.1 Each Party undertakes that, except as permitted by sub-Clause 18.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for six years after its termination or expiry:
- 18.1.1 keep confidential all Confidential Information;
- 18.1.2 not disclose any Confidential Information to any other person;
- 18.1.3 not use any Confidential Information for any purpose other than as required to perform its obligations and enforce its rights under these Terms and Conditions and the Contract;
- 18.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 18.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 18.1.1 to 18.1.4 above.
- 18.2 Either Party may:
- 18.2.1 disclose any Confidential Information to:
- 18.2.1.1 any sub-contractor or supplier of that Party;
- 18.2.1.2 any governmental or other authority or regulatory body; or
- 18.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies.

- 18.2.2 to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 18.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 18, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 18.2.3 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 18.3 The provisions of this Clause 18 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.
- 19. Anti- Bribery**
- 19.1 Both the Supplier and the Customer shall:
- 19.1.1 comply with all applicable laws, statutes, regulations, and codes relation to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
- 19.1.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 19.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the party in connection with the performance of this agreement.
- 19.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in Clause 19.1.
- 20. Notices**
- 20.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 20.2 Notices shall be deemed to have been duly given:
- 20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- 20.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 20.2.3 on the second business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 20.2.4 on the fifth business day following mailing, if mailed by airmail, postage prepaid.
- 20.3 All notices under this Agreement shall be addressed to the other party’s registered office address (where a company or limited liability partnership) or to its last known place of business (where not a company or limited liability partnership), or to the e-mail address or facsimile number notified to the other Party.
- 20.4 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.
- 21. Force Majeure**
- Neither Party shall 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.
- 22. Waiver**
- The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- 23. Severance**
- The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.
- 24. Third Party Rights**
- A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 25. Variation**
- Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties.
- 26. Dispute Resolution**
- 26.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**), then the parties may elect to (but shall not be obliged to) follow the procedure set out in this Clause 26:
- 26.1.1 either party shall give to the other written notice of the Dispute setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Commercial Manager of the Supplier and the Account Manager or equivalent role nominated by the Customer shall attempt in good faith to resolve the Dispute;
- 26.1.2 if the Commercial Manager of the Supplier and relevant person nominated by the Customer under

Clause 26.1.1 are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to CEO of the Supplier and the Senior Manager or equivalent role nominated by the Customer who shall attempt in good faith to resolve it; and

26.1.3 if the CEO of the Supplier and the relevant person nominated by the Customer under Clause 26.1.2 are for any reason unable to resolve the Dispute within 14 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 14 days after the date of the ADR notice.

26.2 The commencement of mediation shall not prevent the parties commencing court proceedings in relation to the Dispute under Clause 27 which Clause shall apply at all times.

**27. Law and Jurisdiction**

27.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.