

ICT-Partners Europe Limited

Standard Terms and Conditions

These are the terms and conditions (as may be amended from time to time) upon which ICT-Partners Europe Limited, a company registered in England and Wales under company number 07457570, (**ICT-Partners**) will supply services to you (the **Client**).

These terms and conditions prevail over any inconsistent terms or conditions contained in, or referred to in, your purchase order or specification, or that may be implied by law, trade custom, practice or course of dealing.

1. **Definitions used in these Conditions**

The following definitions apply in these terms and conditions.

Affected Party: has the meaning given to it in condition 17.1.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Business Reviews: the business reviews to be provided to the Client as part of the Monthly Support Services where specified in the Proposal, further details of which are set out in the Proposal.

Charges: the charges payable by the Client for the supply of the Services, as set out in the Proposal.

Client: the person, firm or company who purchases Services from ICT-Partners.

Client Cause: any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of any Hardware and/or Software by the Client;
- (b) any use of the Hardware and/or the Software by the Client in a manner inconsistent with the user manuals and other instructional information supplied with the Hardware and/or the Software, as appropriate;
- (c) the use by the Client of any hardware and/or software not approved by ICT-Partners for use in connection with the Services;
- (d) the use of a non-current version or release of any software.

Client Materials: all documents, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to ICT-Partners in connection with the Services.

Client's System: the Client's information technology systems and infrastructure.

Conditions: these terms and conditions, as may be varied and updated by ICT-Partners from time to time.

Confidential Information: has the meaning given in condition 13.

Contract: a Proposal agreed in accordance with condition 2 (including any variations made to the same in accordance with condition 6), these Conditions and any DPA.

Customised Sites: any websites or SharePoint sites that are to be created and designed by ICT-Partners as part of the Services and further detailed in the Proposal.

Customised Sites IPRs: all Intellectual Property Rights in the design and content of the Customised Sites, but for the avoidance of doubt, not including any Intellectual Property Rights which have not been created by or on behalf of ICT-Partners specifically for the Customised Sites.

DPA: a data processing agreement between the parties relating to the processing of personal data required in order for ICT-Partners to deliver the Services to the Client.

Effective Date: the date specified in the Proposal.

Force Majeure Event: any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) collapse of buildings, fire, explosion or accident;
- (f) non-performance by suppliers or subcontractors; and
- (g) interruption or failure of utility service.

Hardware: the hardware items specified in the Proposal.

Hardware Assistance Charges: has the meaning given in condition 11.2(d).

Hardware Charges: the charges payable for any items of Hardware, as specified in the Proposal or in writing from time to time by ICT-Partners.

Hourly Support Services: Support Services paid for on an hourly basis by the Client, as specified in the Proposal.

Initial Term: has the meaning given to it in the Proposal.

Installation Date: the date for installation of Hardware as set out in the Proposal or agreed between the parties in writing.

Installation Plan: has the meaning given in condition 8.1.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Monthly Support Services: Support Services paid for on a monthly subscription basis by the Client, as specified in the Proposal.

Onsite Visits: a physical inspection and clean, if necessary, of the Client's network and service infrastructure at the Client's Site, to be provided to the Client as part of the Monthly Support Services where specified in the Proposal, further details of which are set out in the Proposal.

Out-of-Scope Charges: has the meaning given in condition 11.2(c).

Out-of-Scope Services: an issue raised as a Support Request and reasonably determined by ICT-Partners to be resulting from a Client Cause or a request that includes an addition, removal, change or installation of users, software and/or hardware.

Proposal: the detailed plan, agreed in accordance with condition 2, describing the Services to be provided by ICT-Partners and the Charges, as may be varied from time to time in accordance with condition 6.

Quotation: a summary of the potential services ICT-Partners may be able to offer to the Client to meet its requirements, including indicative scheduling and costs information.

Renewal Period: has the meaning given to it in condition 3.1.

Service Levels: the response times specified in the Proposal.

Services: the services to be provided by ICT-Partners under the Contract.

Software: the software specified in the Proposal.

Software Licence: the user licence for the Software.

Support Hours: the hours specified as such in the Proposal.

Support Request: a request made by the Client to ICT-Partners in accordance with condition 6, initiating the Support Services.

Support Services: the provision of technical help-desk support, as more particularly described in the Proposal, which includes the Hourly Support Services and the Monthly Support Services, as appropriate.

Term: has the meaning given to it in condition 3.1.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.

2. Proposal

2.1 Each Proposal shall be agreed in the following manner:

- (a) Following receipt of a Quotation, the Client shall notify ICT-Partners:
 - (i) that such Quotation is agreed; or
 - (ii) of any amendments that it wishes to make to the Quotation and the parties shall in good faith discuss, with a view to agreeing the same;
- (b) If the parties are both in agreement with the Quotation, this shall be converted into a Proposal by ICT-Partners and shared with the Client, which shall sign the same;
- (c) If the parties are unable to agree any requested amendments to the Quotation, there is no obligation on either party to proceed with the procurement and/or delivery of the Services, as applicable, and the Quotation shall be deemed to be withdrawn.

2.2 Once a Proposal has been agreed and signed in accordance with condition 2.1(b), no amendment shall be made to it except in accordance with condition 6.

2.3 Where there is any conflict or inconsistency between the terms in a Proposal and these Conditions, the terms in a Proposal shall prevail.

3. Term

3.1 A Contract between us shall, unless otherwise terminated as provided in condition 15, commence on the Effective Date and continue for the Initial Term. Thereafter, the Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- (b) it is otherwise terminated in accordance with these Conditions,

and the Initial Term together with any subsequent Renewal Periods shall constitute the **Term**.

4. ICT-Partners' Responsibilities

4.1 ICT-Partners shall:

- (a) deliver the Services to the Client in accordance with the Proposal in all material respects;
- (b) ensure that all standards and techniques used in providing the Services are of satisfactory quality;
- (c) only use personnel to deliver the Services who have the requisite expertise, experience and skill needed to perform the Services in a professional manner consistent with good industry practice;
- (d) comply with all applicable laws, statutes and regulations from time to time in force, provided that ICT-Partners shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract; and
- (e) observe all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under condition 5.1(d), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

4.2 ICT-Partners shall use reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time for performance by ICT-Partners shall not be of the essence of the Contract.

4.3 Where ICT-Partners is granted access to the Client's network and information systems in order to deliver all or part of the Services, ICT-Partners shall not knowingly:

- (a) introduce, or permit the introduction of, any virus into such network and information systems;
- (b) distribute or transmit any material using such network and information systems that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;

- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or
- (vi) is otherwise illegal or causes damage or injury to any person or property.

5. The Client's Responsibilities

5.1 The Client shall:

- (a) co-operate with ICT-Partners in all matters relating to the Services;
- (b) provide, for ICT-Partners, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by ICT-Partners in order to deliver the Services, including any such access as is specified in the Proposal;
- (c) provide to ICT-Partners in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under the Proposal or otherwise reasonably required by ICT-Partners in connection with the Services and ensure that they are accurate and complete in all material respects;
- (d) where applicable, inform ICT-Partners of all health and safety and security requirements that apply at any of the Client's premises;
- (e) where applicable, be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;
- (f) obtain all necessary licences and consents and comply with all relevant legislation as required to enable ICT-Partners to provide the Services; and
- (g) comply with any additional responsibilities of the Client as set out in the Proposal.

5.2 If ICT-Partners' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, ICT-Partners shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

5.3 The Client shall not knowingly:

- (a) introduce, or permit the introduction of, any virus into its network and information systems;
- (b) distribute or transmit any material using its network and information systems that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- (ii) facilitates illegal activity;
- (iii) depicts sexually explicit images;
- (iv) promotes unlawful violence;
- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or
- (vi) is otherwise illegal or causes damage or injury to any person or property.

6. Support Services

- 6.1 Where the Proposal includes the provision of Support Services, this condition 6 shall apply.
- 6.2 In order to lodge a Support Request, the Client shall contact ICT-Partners as follows:
- (a) Via email at support@ict-partners.co.uk;
 - (b) By telephone at +(0)44 20 3137 8730;
 - (c) Via web portal at <https://ict-partners.co.uk/get-support/>
- 6.3 A Support Request must include:
- (a) a short description of the problem and where possible, any screen shots of errors to assist with its resolution; and
 - (b) the contact's name, company details and return contact details.
- 6.4 In connection with each Support Request, the Client shall provide ICT-Partners with such output and other data, documents, information, assistance and remote access to the Client's System as are reasonably necessary to assist ICT-Partners to reproduce operating conditions similar to those present when the Client detected the relevant issue and to enable it to respond to the Support Request.
- 6.5 Except where ICT-Partners reasonably determines that it requires access to the Client's Premises to provide the Support Services, the Support Services shall be provided on an off-site basis (such as by email, over the telephone or by remote access) from ICT-Partner's premises.
- 6.6 The Client acknowledges that Support Services, by their very nature, involve trial and error and that such support may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure an issue. While ICT-Partners will use reasonable endeavours to try and help resolve an issue, it cannot guarantee that any particular result or outcome to an issue can be achieved or that a particular issue can be resolved.

- 6.7 ICT-Partners may reasonably determine that any Support Requests are Out-of-Scope Services. If ICT-Partners makes any such determination, it shall promptly notify the Client of that determination. The Client acknowledges that ICT-Partners is not required to provide Out-of-Scope Services as part of the Support Services.
- 6.8 For Hourly Support Services,
- (a) ICT-Partners shall:
 - (i) provide the Support Services to the Client during the Support Hours; and
 - (ii) notify the Client where any Support Request includes items that are excluded from its Hourly Support Services, and (with the prior agreement of the Client) shall deal with the same at its standard hourly rates, such costs to be payable in accordance with condition 11.2.
 - (b) the Client shall ensure that its hardware and software meet any minimum standards set by ICT-Partners in the Proposal.
- 6.9 For Monthly Support Services,
- (a) ICT-Partners shall:
 - (i) provide the Support Services to the Client during the Support Hours;
 - (ii) prioritise all Support Requests based on its reasonable assessment of the severity level of the issue reported to it in accordance with conditions 6.2 and 6.3;
 - (iii) acknowledge receipt of all Support Requests in accordance with the response times specified in the Service Levels;
 - (iv) notify the Client where any Support Request includes items that are excluded from its Monthly Support Services, and (with the prior agreement of the Client) shall deal with the same at its standard hourly rates, such costs to be payable in accordance with condition 11.2;
 - (v) where specified in the Proposal, perform Onsite Visits at the frequency set out in the Proposal;
 - (vi) where specified in the Proposal, provide the Client with such reports and metrics collated by ICT-Partners in connection with Support Requests as set out in the Proposal; and
 - (vii) where specified in the Proposal, carry-out Business Reviews with the Client on the terms set out in the Proposal.
 - (b) the Client shall ensure that its hardware and software meet any minimum standards set by ICT-Partners in the Proposal;

- (c) the Client acknowledges that hardware and software minimum standards may be revised from time to time to ensure the efficiency and effectiveness of the Services. Where the Client fails to maintain such minimum standards, ICT-Partners reserves the right to move the Client from the Monthly Support Services to Hourly Support Services by giving the Client at least 90 days' prior written notice.

7. Software Licences and Data Back-up

7.1 The Client acknowledges that:

- (a) any recommendations for Software made by ICT-Partners are designed to be compatible only with that software or those systems specified as compatible in the Proposal and ICT-Partners does not warrant or represent that the Software will be compatible with any other software or systems;
- (b) it must comply with the terms of the Software Licences where it uses any Software; and
- (c) any Software that is installed or made available by ICT-Partners as part of the Services, is installed or made available, as appropriate, on an as-is basis and ICT-Partners does not warrant or represent that the Software is free from defects, errors and/or bugs or that it is free from security vulnerabilities.

7.2 Where the Software includes anti-virus software, ICT-Partners shall recommend the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete malicious software from the Client's System. If malicious software is found, the parties shall co-operate with each other to reduce the effect of the malicious software.

7.3 Where the Services include the provision of data back-up for the Client, ICT-Partners will use reasonable endeavours to ensure the security and protection of the Client's data. However, no warranties are given that:

- (a) the back-up service will be available at all times without interruption;
- (b) data centres will be free from unauthorised physical or remote access;
- (c) data stored will be entirely safe from loss or corruption; and
- (d) a full restoration of data is always possible.

8. On-site Installation

8.1 Where the Proposal includes the installation of Hardware at the Client's premises, ICT-Partners and the Client shall, either on the Installation Date, or shortly before discuss and

agree the location and layout for the installation of such Hardware (the **Installation Plan**).

- 8.2 ICT-Partners reserves the right to make any changes to the Installation Plan whilst carrying out the on-site installation in the following circumstances:
- (a) where changes are required to conform with any applicable legislation; and/or
 - (b) where, in ICT-Partners' absolute opinion, the changes will not materially affect the quality or performance of the Hardware.
- 8.3 The Client shall be responsible (at its cost) for preparing the premises for the delivery and installation of the Hardware and for the provision of all necessary access and facilities reasonably required for ICT-Partners to deliver and install the Hardware in accordance with the Installation Plan. If ICT-Partners is prevented from carrying out delivery or installation on the date agreed because no such preparation has been carried out by the Client, ICT-Partners may levy additional charges to recover its losses arising as a result of this.
- 8.4 ICT-Partners shall test all of the Hardware installed on-site at the Client's premises as part of the completion of the installation. Following satisfactory completion of such tests, the Client shall be deemed to have accepted the installation of the Hardware.

9. Hardware

- 9.1 The Client acknowledges that where a Proposal includes the delivery of Hardware, ICT-Partners shall source the Hardware via a third-party distributor for the Client.
- 9.2 Before placing an order for the delivery of the Hardware to the Client, ICT-Partners will invoice the Client for the Hardware Charges.
- 9.3 Upon receiving payment from the Client in full in cleared funds of the Hardware Charges, ICT-Partners shall place an order for delivery of the Hardware to the Client. The Client acknowledges that the Hardware Charges are non-refundable and that an order for the Hardware placed by ICT-Partners with its third-party distributors cannot be cancelled.
- 9.4 ICT-Partners shall liaise with its third-party distributors and keep the Client informed of all relevant information in relation to the delivery of the Hardware, including any delivery dates. Delivery will usually be made during Business Hours.
- 9.5 The Client must ensure it is available to accept delivery of the Hardware on the delivery dates. If the Client fails to accept delivery of the Hardware (whether or not on the delivery dates), ICT-Partners reserves the right to charge the Client for any costs, losses and expenses it may suffer in connection with the same.

- 9.6 ICT-Partners shall not in any circumstances be liable for any non-delivery of the Hardware unless the Client notifies ICT-Partners in writing of the failure to deliver within 1 day after the scheduled delivery date. Any liability of ICT-Partners for non-delivery of the Hardware shall in all circumstances be limited to replacing the Hardware within a reasonable time.
- 9.7 The Hardware shall remain at the risk of ICT-Partners and/or its third-party distributors, agents or subcontractors, as appropriate, until delivery to the Client. Risk of the Hardware shall pass to the Client upon its receipt.
- 9.8 If any of the packaging for the Hardware is damaged upon receipt by the Client on delivery, the Client shall:
- (a) notify ICT-Partners in writing of the damage and provide photographic evidence of the same; and
 - (b) not open the damaged packaging unless instructed to do so by ICT-Partners.

In these circumstances, ICT-Partners shall liaise with its third-party distributors, agents and subcontractors (as appropriate) and the Client to arrange return and replacement of the damaged items.

- 9.9 The Client shall inspect and test the Hardware within 7 days of its receipt and shall be deemed to have accepted the Hardware 7 days after delivery, provided it has not notified ICT-Partners in writing of any damage or faults prior to this date.
- 9.10 The Client shall retain all original packaging for the Hardware for at least 7 days following its delivery. Should any Hardware need to be returned to the third-party distributor or manufacturer (as appropriate), following notification to ICT-Partners of any damage or faults in accordance with condition 9.9, the Client shall re-use all original packaging for return of the same. If the Client has failed to retain the original packaging, ICT-Partners reserves the right to charge the Client for all associated costs incurred in re-packaging and returning the damaged and/or faulty items.
- 9.11 Notwithstanding condition 9.8 and condition 9.9, ICT-Partners shall have no liability to the Client for any fault with or damage to the Hardware following its delivery. The Hardware is provided to the Client by ICT-Partners on the basis of the manufacturer warranty only. ICT-Partners shall use its reasonable endeavours to assist the Client with obtaining a repair to or replacement item (in accordance with the relevant manufacturer warranty) where a fault is identified, provided that the Client has not improperly used the Hardware or used it outside of its normal application. Any time spent by ICT-Partners in assisting the Client in this manner shall be deducted from any Support Services currently in place between the parties or, where no Support Services are in place, shall be chargeable at ICT-Partners' standard hourly rate, such costs to be payable in accordance with condition 11.2.

10. Variations to the Proposal

- 10.1 If either party wishes to change the scope of the Proposal, it shall submit details of the requested change to the other in writing, but no proposed changes shall come into effect until they have been confirmed in writing by ICT-Partners.
- 10.2 If either party requests a change to the Proposal, ICT-Partners shall, within a reasonable time, provide a written estimate to the Client of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Charges arising from the change; and
 - (c) any other impact of the change on the terms of the Proposal and/or these Conditions.
- 10.3 Following receipt of this information, the parties shall discuss in good faith, with a view to agreeing the same.
- 10.4 Following agreement by the parties of the change and any resulting changes to the terms of the Proposal and/or these Conditions in accordance with condition 10.3, ICT-Partners shall confirm the full details in writing to the Client and such written confirmation shall be deemed to be a variation to the Proposal, which shall take effect from the date of issue by ICT-Partners.
- 10.5 If ICT-Partners requests a change to the scope of the Services, the Client shall not unreasonably withhold or delay consent to it.

11. Charges and Payment

- 11.1 The Client shall pay the Charges to ICT-Partners for the Services in accordance with this condition 11 and the Proposal.
- 11.2 The Charges set out in a Proposal exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling, travel time charges and any other ancillary expenses reasonably incurred by the individuals whom ICT-Partners engages in connection with the Services (together the **Travel Charges**);
 - (b) the cost to ICT-Partners of any software, hardware, goods or other materials procured by ICT-Partners from third parties for the provision of the Services as such items and their cost are set out in the Proposal or as may be approved by the Client in advance from time to time (together the **Third Party Charges**);

- (c) the total cost of dealing with any Support Request outside of any Monthly Support Services, charged at ICT-Partners' standard hourly rates from time to time (together the **Out-of-Scope Charges**); and
 - (d) the costs of any time spent by ICT-Partners in supporting the Client with obtaining a repair or replacement of any Hardware covered by the relevant manufacturer warranty (in accordance with condition 9.11), charged at ICT-Partners' standard hourly rates from time to time (the **Hardware Assistance Charges**).
- 11.3 ICT-Partners shall invoice the Client for the Charges payable monthly in advance for the duration of the Term (unless specified otherwise in the Proposal) and the Client shall pay each invoice within 14 days of the date of such invoice.
- 11.4 All payments to be made under the Contract shall be made in the currency specified in the Proposal to the account nominated by ICT-Partners. The Client shall be responsible for the payment of any bank charges (whether in respect of currency conversion, money transfers or otherwise) to ensure that ICT-Partners receives the full amount specified in the Proposal into its nominated bank account.
- 11.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay ICT-Partners any sum due under the Contract on the due date:
 - (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) ICT-Partners may suspend part or all of the Services until payment has been made in full.
- 11.6 All sums payable to ICT-Partners under the Contract:
 - (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) 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).

12. Intellectual Property Rights

- 12.1 In relation to the Software:
 - (a) nothing contained in these Conditions shall be interpreted as an assignment of any Intellectual Property Rights in the Software or user manuals; and

- (b) the Client shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence contracts, terms of use and registration requirements relating to them.

12.2 Where the Services include the provision of any Customised Sites;

- (a) ICT-Partners assigns to the Client, with full title guarantee, title to and all present and future rights and interest in the Customised Sites IPRs; and
- (b) the Client grants to ICT-Partners a licence of the Customised Sites IPRs during the Term to enable ICT-Partners to provide the Services.

13. Confidentiality

13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by condition 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. Limitation of liability

14.1 References to liability in this condition 14 include every kind of liability arising under or in connection with the Contract, including but not limited to, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.2 The following provisions set out the entire financial liability of ICT-Partners (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:

- (a) any breach of the Contract however arising;
 - (b) any use made by the Client of the Services or any part of them; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 14.3 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.
- 14.4 Nothing in these conditions excludes the liability of ICT-Partners:
- (a) for death or personal injury caused by ICT-Partners' negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 14.5 Subject to condition 14.3 and condition 14.4, ICT-Partners shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- (a) loss of profits; or
 - (b) loss of business; or
 - (c) depletion of goodwill or similar losses; or
 - (d) loss of anticipated savings; or
 - (e) loss of contract; or
 - (f) loss of use; or
 - (g) wasted expenditure; or
 - (h) loss or corruption of data or information; or
 - (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 14.6 Subject to condition 14.3, condition 14.4 and condition 14.5, ICT-Partners' total liability to the Client shall not exceed £20,000 for each 12 month period of the Term, commencing on the Effective Date.
- 14.7 Unless the Client notifies ICT-Partners that it intends to make a claim in respect of an event within the notice period, ICT-Partners shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire 3 months from that

date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15. Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) 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;
- (c) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering into a procedure in any jurisdiction to which it is subject that has an effect equivalent or similar to a procedure mentioned in this condition 15.1(c);
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

15.2 Without affecting any other right or remedy available to it, ICT-Partners may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).

15.3 Without affecting any other right or remedy available to it, either party may terminate the Contract on giving not less than 90 days written notice to the other party.

16. Obligations on termination and survival

16.1 On termination or expiry of the Contract:

- (a) the Client shall immediately pay to ICT-Partners all of ICT-Partners' outstanding unpaid invoices and interest and (i) in respect of the Services supplied but for which no invoice has been submitted and (ii) in respect of any Travel Charges, Third Party Charges, Out-of-Scope Charges and Hardware Assistance Charges incurred by ICT-Partners but for which no invoice has been submitted, ICT-Partners may submit an invoice, which shall be payable immediately on receipt;
- (b) ICT-Partners shall refund to the Client any payment already received in advance for Services not yet supplied to the Client;
- (c) ICT-Partners shall, subject to complying with condition 13, be entitled to retain a copy of any information backed-up by it during the course of delivery of the Services, for archival purposes only;
- (d) ICT-Partners shall return any Client Materials in its possession;
- (e) where requested by the Client, ICT-Partners shall co-operate with the Client and/or a replacement provider to the extent reasonably required to facilitate the smooth migration of the Services from ICT-Partners to the Client and/or replacement provider. The Client shall pay to ICT-Partners any and all charges reasonably incurred by ICT-Partners when providing such assistance, based on ICT-Partners' standard hourly rate prevailing at the time;
- (f) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- (g) no 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 or expiry, shall be affected.

17. Force majeure

17.1 Provided it has complied with condition 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving 2 weeks' written notice to the Affected Party.

18. Variation

18.1 ICT-Partners reserves the right to vary these Conditions at any time and shall notify the Client of such changes in writing and shall also publish the same on its website. Such changes shall take effect upon notification. The Client's continued use of the Services after notification will constitute the Client's acceptance of the variation.

19. Waiver

19.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

20.1 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.

21. Severance

21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

21.2 If any provision or part-provision of the Contract is deemed deleted under condition 21.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

22. Entire agreement

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

22.2 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.

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

23. Assignment

23.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, 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 other party (such consent not to be unreasonably withheld or delayed).

24. No partnership or agency

24.1 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 the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Third party rights

25.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

26. Notices

26.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the addresses specified in the Proposal (or an address substituted in writing by the party to be served).

26.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3 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.

27. Governing law

27.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the law of England and Wales.

28. Jurisdiction

28.1 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).