

Terms and Conditions – supply of services

1 Interpretation

1.1 In these Terms and Conditions:

Business Day means a day, other than a Saturday or a Sunday, on which clearing banks in London are generally open for business.

Contract Services means the provision of the

Customer means a person in England and Wales who is REGISTERED

Customer with or without a contract means a Supplier for use

Fees means any additional sums which are payable for the Services.

Group means a company or Subsidiary of the Customer or its holding company's

Intellectual Property means whether registered or unregistered names, trademarks, patents, copyright and all other intellectual property rights and any such other rights.

Materials means any documents and other items

Parties means the Customer and the Supplier and shall be construed accordingly and shall include their respective representatives,

Service means the services provided by the Supplier in the

Service means the services provided by the Supplier in the

Supplier means the Supplier who provides the Services to the Customer

Supplier means the Supplier who provides the Services, excluding the Customer

1.2 Paragraphs 1.1 to 1.13 shall apply to the Services.

1.3 Reference to:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- (b) a company includes any company, corporation, partnership, limited partnership, limited liability partnership or other body corporate, wherever and however incorporated or established;
- (c) a paragraph is a reference to the relevant paragraph of these Terms and Conditions;
- (d) these Terms and Conditions or to any other agreement or document is a reference to these Terms and Conditions or such other agreement or document as varied in accordance with these Terms and Conditions from time to time;

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(b) the Contract (excluding these Terms and Conditions); and

(c) any other document referred to in the Contract,

the order of precedence shall be, subject to paragraph 2.5, as set out in this paragraph 2.4 (with paragraph 2.4(a) having the highest precedence).



2.5 Where any provision of the Contract is expressly stated to have priority over, or to vary or disapply, another specifically referenced provision of the Contract, then that first-mentioned provision shall have precedence.

3 Supply of Services

3.1 The Supplier shall provide the Services to the Customer in accordance with the Contract.

4 Commencement Date and duration

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(g) comply with all applicable laws and regulations and all lawful instructions of the Customer in the provision of the Services.

5.3 The Supplier warrants to the Customer that the Supplier has the necessary qualifications, experience and resources to carry out the Services in accordance with the Contract.

6 Customer's Obligations

6.1 The Customer agrees that, to enable the Supplier to provide the Services, the Customer shall:

- (a) provide such instructions, information and Customer Materials as reasonably required by the Supplier; and
- (b) provide access for the Supplier to the premises, facilities and equipment of the Customer as may reasonably be required for the provision of the Services.

7 Fees and Payment

7.1 The Customer shall pay to the Supplier the fees set out in Schedule 1 (the "Fees").

7.2 Unless otherwise specified, the Fees shall be payable in advance of the month in which the Services are provided.

7.3 Save as expressly provided in the Contract, the Customer shall pay the Fees [monthly in arrears] in advance of the delivery of the Services. The terms of payment are detailed in the Contract.

7.4 The Customer shall pay the Fees to the Supplier in the following manner:

(a) the Customer shall pay the Fees to the Supplier by the date specified in the Contract, or within 30 days of the date of the invoice.

(b) the Customer shall pay the Fees to the Supplier by the date specified in the Contract, or within 30 days of the date of the invoice.

7.5 If the Customer fails to pay the Fees by its due date for payment, the Supplier shall be entitled to charge interest on the amount of such payment at the rate of 10% per annum over the base rate of the Bank of England.

7.6 Interest shall be payable from the date of the invoice until the date of payment.

7.7 The Customer shall be responsible for any payment of the Fees to the Supplier, including any payment to the Supplier by the Customer's bank as required by law. The Customer shall be responsible for any tax, the payment of which is made by the Customer.

8 Intellectual Property

8.1 The Intellectual Property Rights in any Customer Materials shall remain the exclusive property of the Customer and the licensors to the Customer. The Supplier shall not be responsible for the development of the Services by the Supplier and the Customer.

8.2 The Intellectual Property Rights in any Customer Materials shall remain the exclusive property of the Customer and the licensors to the Customer.

8.3 The Supplier grants to the Customer a non-exclusive, royalty-free licence to use, make copies of and sub-licence the use and copying of the Service Deliverables for the purpose of the business of the Customer and any Group Company of the Customer.

- (d) if a Court makes an administration order with respect to the other Party or any composition or arrangement is made with respect to the other Party with all or any of its creditors;
- (e) if a liquidator, administrator or receiver is appointed over the other Party or in relation to any of its assets; or
- (f) if the other Party is wound-up or dissolved.

11.3 On termination of the Contract, all Confidential Information which either Party has provided to the other Party shall remain the property of the Party to which it was provided and shall remain confidential.

11.4 Upon termination of the Contract, the obligations of the Parties under the Contract shall continue until the date of termination of the Contract. The obligations of the Parties under the Contract shall include the obligation to indemnify the other Party for any legal costs incurred by the other Party in connection with the termination of the Contract.

12 Confidential Information

12.1 Subject to the provisions of this Clause 12, Confidential Information shall be disclosed for the purpose of the performance of the Contract or to comply with any applicable law or regulation.

12.2 In this Clause, Confidential Information means information of a confidential nature, whether or not it is marked as confidential, which is provided by one Party to the other Party.

12.3 Paragraphs (a) through (d) shall not apply to Confidential Information disclosed in connection with the performance of the Contract.

(b) Confidential Information which was not provided by the Party to which it was disclosed and which was not obtained by the Party to which it was disclosed from any other source;

(c) Confidential Information which is required to be disclosed by applicable law or by the regulatory authorities, or by any court of law, or by any person or authority acting in accordance with applicable law and which the Party to which it was disclosed is obliged to disclose;

(d) Confidential Information which is disclosed to the Party to which it was disclosed by a third party.

12.4 Prior to disclosing Confidential Information, the Party to which such Confidential Information relates shall consult with the Party to which such Confidential Information relates prior to disclosing Confidential Information in accordance with the requirements of Clause 12.3.

(a) Confidential Information which is disclosed to the Party to which it was disclosed in accordance with the requirements of Clause 12.3;

(b) Confidential Information which is disclosed to the Party to which it was disclosed in accordance with the requirements of Clause 12.3 and to the Party to which such Confidential Information relates before the disclosure is made; and

(c) Confidential Information which is disclosed to the Party to which it was disclosed in accordance with the requirements of Clause 12.3 and to the Party to which such Confidential Information relates before the disclosure is made; and

12.5 To the extent that a Party is not permitted by applicable law or regulation to inform the Party to which such Confidential Information relates prior to disclosing Confidential Information

pursuant to paragraph 12.4, that Party shall inform that Party of such disclosure and the requirement that resulted in that disclosure as soon as the Party is legally permitted to do so.

- 12.6 If the Parties have entered into a separate confidentiality or non-disclosure agreement, then insofar as that agreement is inconsistent with this paragraph 12, the relevant provision of that agreement shall prevail.
- 12.7 This paragraph 12 shall survive the termination of the Contract.

13 Entire

13.1 The Content of the Contract shall be the subject matter of the Contract and shall be understood in its entirety. The subject matter of the Contract shall be the subject matter of the Contract.

13.2 Each Party shall be bound by the terms and conditions of the Contract and shall be bound by the terms and conditions of the Contract.

13.3 This paragraph shall not be subject to any misrepresentation.

14 Assign

14.1 Save as otherwise provided, no Party may:

- (a)
- (b)
- (c)
- (d)

and any other person or entity, in connection with the performance of the Contract or dealing in the subject matter of the Contract.

14.2 The Customer shall not be bound by the terms and conditions of the Contract of its Group.

15 Variati

No variation of the terms and conditions of the Contract shall be made without the written authorization of the Customer.

16 Waiver

16.1 No waiver of any provision of the Contract shall be deemed to have been granted by the Customer under the terms and conditions of the Contract.

16.2 No omission to exercise any right or remedy shall be deemed to constitute a waiver of any right or remedy.

16.3 The rights conferred on the Parties in the Contract are cumulative and in addition to all other rights available to them.

17 Severance

17.1 If any provision of the Contract (or any part of any provision) shall be held to be illegal, invalid or unenforceable, the remainder of the Contract shall remain in force.

17.2 If any illegal, invalid or unenforceable provision would be legal, valid and enforceable if some part of it were deleted or modified, that provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

18 Costs

Each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of the Contract.

19 Notices

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20 Third party

The Contract shall be enforceable under the Contract (Rights of Third Parties) Act 1999).

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21 Governing law

21.1 The Contract shall be governed by the law of England and Wales (including any provisions relating to conflict of laws) and shall be construed in accordance with the provisions of the Contract (Rights of Third Parties) Act 1999).

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21.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with the Contract.

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