

## GENERAL TERMS AND CONDITIONS

WE KNOW TECH LTD is a company incorporated in England and Wales with company number 11893582 whose registered office address is 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ and references to the "Supplier" in these Terms and Conditions ("Conditions") should be read as references to We Know Tech Ltd.

These Conditions, together with any written (which may include email) order confirmation and/or invoice(s) form the contract and set out the terms and conditions on which the Supplier will provide Hardware, Software and/or Services (each as defined below) to Customers.

<b>1</b>	<b>Interpretation</b>		Customer from the Supplier (including any part or parts of it).
	The following definitions and rules of interpretation in this clause apply in these conditions.	<b>"Order"</b>	the Customer's purchase order form or email order, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.
1.1	Definitions:	<b>"Services"</b>	[the IT outsourcing, software development and ancillary services set out in the Order] to be purchased by the Customer from the Supplier.
	<b>"Business Day"</b> a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.	<b>"Software"</b>	[the software and operating system installed on the Hardware set out in the Order] to be purchased by the Customer from the Supplier.
	<b>"Business Hour"</b> the period from 9.00 am to 5.00 pm on any Business Day.	<b>"Solution"</b>	the Hardware, Software and/or Services (as the case may be).
	<b>"Contract"</b> the contract between the Supplier and Customer for the sale and purchase of the Solution in accordance with these Conditions [and the Order].	<b>"Specification"</b>	any [written] specification for the Solution, including any related plans and drawings, that is agreed [in writing] by the Customer and Supplier (including any specification set out in the Order).
	<b>"Customer"</b> the person, firm or company who purchases the Solution from the Supplier.	<b>"Third-Party Licences"</b>	any operating system software licences in respect of the Solution [as set out in the Order].
	<b>"Data Protection Laws"</b> all applicable data protection and privacy laws in force from time to time in the UK; including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).	<b>"VAT"</b>	value added tax imposed by the Value Added Tax Act 1994 chargeable in the UK.
	<b>"Defect"</b> a [material] defect or error in the Hardware and/or Software that causes it to fail to operate substantially in accordance with the relevant Contract.	<b>"UK GDPR"</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the DPA 2018).
	<b>"Intellectual Property Rights"</b> patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.	1.2	A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.
		1.3	A reference to <b>writing</b> or <b>written</b> excludes faxes but includes email.
		1.4	Any words following the terms <b>including</b> , <b>include</b> , <b>in particular</b> , <b>for example</b> or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
		<b>2</b>	<b>Application of conditions</b>
		2.1	These Conditions shall:
		2.1.1	apply to and be incorporated in the Contract; and
		2.1.2	prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
		2.2	No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by the Supplier.
		2.3	The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
		<b>3</b>	<b>Basis of sale</b>
		3.1	Any quotation provided by the Supplier is valid for a period of [30 days] only, and the Supplier may withdraw it at any time by notice to the Customer. Each and any order or acceptance of a quotation by the Customer shall be deemed to be an offer by the Customer subject to contract and these Conditions.
		3.2	The Customer is responsible for ensuring that the terms of the Order, and any applicable Specification, are complete and accurate.
	<b>"Hardware"</b> [the hardware[, firmware] and other equipment or products set out in the Order] to be purchased by the		

- 3.3 The Order constitutes an offer by the Customer to purchase the Solution in accordance with these Conditions. The Order shall only be deemed to be accepted when:
- 3.3.1 the Supplier issues written acceptance of the Order or a written order acknowledgment:
- 3.3.2 the Supplier delivers (in full or in part) the Solution to the Customer;
- (whichever occurs earlier), at which point the Contract shall come into existence.
- 3.4 The Supplier may deliver the Solution by separate instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.5 No Contract may be cancelled or terminated by the Customer, except [in accordance with condition 18.1 or] with the agreement in writing of the Supplier, and provided that the Customer indemnifies 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 cancellation or termination.
- 4 Quantity and description**
- 4.1 The quantity and description of the Hardware shall be as set out in [the Order and any applicable Specification].
- 4.2 All samples, drawings, descriptive matter and advertising material issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, or on the Supplier's website or social media channels, are issued or published for illustrative purposes only and they do not form part of the Contract.
- 4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier (to the extent permitted by law).
- 4.4 The Supplier reserves the right (but does not assume the obligation) to make any changes in the Specification which are required to conform with any applicable legislation or, where the Solution is to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 4.5 The Supplier's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Solution.
- 5 Hardware**
- 5.1 The Supplier shall use its reasonable endeavours to deliver the Hardware on the date or dates specified in [the Order], but any such date is approximate only. If no dates are so specified in [the Order], delivery shall be as soon as reasonably practicable. Time is not of the essence as to the delivery of the Hardware.
- 5.2 The Hardware may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 5.3 Delivery shall be made during Business Hours. The Supplier may levy, and the Customer shall pay (on demand), additional charges for any deliveries made outside Business Hours (at the Customer's request).
- 5.4 Unless otherwise agreed in writing by the Supplier [and set out in the Order]; the Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Hardware and for the provision of all necessary access and facilities reasonably required to deliver and install the Hardware. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out by the Customer, the Supplier may levy, and the Customer shall pay (on demand), additional charges to recover its loss arising from this event.
- 5.5 The Customer shall be deemed to have accepted the Hardware when the Customer has had [14 days] to inspect it after delivery and has not exercised in writing its right of rejection in accordance with the Contract.
- 5.6 Subject to condition 15; the Supplier shall be responsible for any Hardware damage, shortage or loss in transit; provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Hardware and that the Hardware has been handled in accordance with the Supplier's stipulations. Any remedy under this condition 5.6 shall be limited (at the absolute discretion of the Supplier) to the replacement or repair of any Hardware which is proven to the Supplier's satisfaction to have been lost or damaged in transit.
- 5.7 The Hardware shall be at the risk of the Supplier until delivery to the Customer at the place of delivery specified [in the Order]. The Supplier shall deliver and off-load the Hardware at the Customer's risk and expense.
- 5.8 Ownership of the Hardware shall pass to the Customer on the later of completion of delivery (including off-loading), or when the Supplier has received in full in cleared funds all sums due to the Supplier in respect of:
- 5.8.1 the Hardware; and
- 5.8.2 all other sums which are or which become due to the Supplier from the Customer on any account and/or contract.
- 5.9 Until ownership of the Hardware has passed to the Customer under condition 5.8, the Customer shall:
- 5.9.1 hold the Hardware on a fiduciary basis as the Supplier's bailee;
- 5.9.2 where reasonably practicable, store the Hardware (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other hardware and computer equipment, or that of a third party, so that it remains readily identifiable as the Supplier's property;
- 5.9.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Hardware; and
- 5.9.4 keep the Hardware insured on the Supplier's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Supplier, ensure that the Supplier's interest in the Hardware is noted on the policy, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 5.10 The Customer's right to possession of the Hardware before ownership has passed to the Customer shall terminate immediately if any of the circumstances set out in condition 18 arise or if the Customer encumbers or in any way charges the Hardware, or if the Customer fails to make any payment to the Supplier on the due date.
- 5.11 Until ownership of the Hardware is transferred to the Customer in accordance with condition 5.8, the Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Hardware is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Hardware shall be borne by the Customer and the Customer shall pay such costs on demand.
- 5.12 The Supplier may appropriate payments by the Customer to such Hardware as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary and may make such appropriation at any time.
- 5.13 Unless otherwise set out in the Contract; the Supplier shall use reasonable endeavours to:
- 5.13.1 test and inspect the Hardware on delivery to ensure that it complies with the requirements of the Contract; and

5.13.2	if so requested by the Customer in writing, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).	8	<b>Customer's obligations</b>	materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
<b>6</b>	<b>Software</b>	<b>8.1</b>	<b>The Customer shall:</b>	
6.1	The Supplier shall supply the Software to the Customer in accordance with the Contract[ and ORder] in all material respects. If the Contract includes the provision of any Software, the price includes the licence fee for the Customer's right to use the Software.	8.1.1	ensure that the terms of the [Order] are complete and accurate;	
6.2	If the Customer is provided with any Third-Party Licences, the Customer shall sign and return it to the Supplier within [seven days] of installation of the Software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.	8.1.2	co-operate with the Supplier in all matters relating to the Contract;	
6.3	The Customer shall at all times comply with the Third-Party Licences and shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third-Party Licences (howsoever arising); provided always that the Supplier may treat the Customer's breach of any Third-Party Licence as a breach of the Contract.	8.1.3	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, from time to time;	
6.4	If no Third-Party Licence has been provided to the Customer; the Customer hereby accepts a non-exclusive, non-transferable, non-sublicensable, revocable, licence to use the Software [, in the United Kingdom,] on the following conditions:	8.1.4	provide the Supplier with such information, documentation and other materials as the Supplier may require in order to supply the Solution, and ensure that such information and documentation is complete and accurate in all material respects;	
6.4.1	the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement or for normal operation of any Hardware), reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party (without Supplier's prior written consent);	8.1.5	prepare the Customer's premises, network and systems for the delivery of the Solution (as may be determined by the Supplier, in its absolute discretion);	
6.4.2	the Customer shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;	8.1.6	obtain and maintain all necessary licences, authorisations, approvals permissions and consents which may be required for the delivery of the Solution;	
6.4.3	such licence shall be terminable by the Supplier on [30 days] written notice; provided always that the Supplier terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and	8.1.7	keep all materials, equipment, documents and other property of the Supplier ( <b>Supplier Materials</b> ) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned (on demand) to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;	
6.4.4	on or before the expiry of this licence, the Customer shall return to the Supplier all [physical] copies of the Software in its possession.	8.1.8	ensure that the Customer's network and systems comply with the relevant specifications set out in the Contract and/or provided by the Supplier, from time to time;	
<b>6.5</b>	<b>Except as permitted by law or the terms of the Third-Party Licences, the Customer shall not (without the prior written consent of the Supplier):</b>	<b>8.1.9</b>	<b>[ANY OTHER RELEVANT OBLIGATIONS].</b>	
6.5.1	sub-license, rent, lend, assign or transfer in any other way the Software to any third party;	<b>8.2</b>	<b>If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act, breach, default, delay or omission by the Customer or failure by the Customer to perform any relevant obligation (<b>Customer Default</b>):</b>	
6.5.2	give access to the Software through any network of computers or systems to users who are not employees of the Customer;	8.2.1	(without limiting or affecting any other right or remedy available to it) the Supplier shall have the right to suspend performance of the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;	
6.5.3	make adaptations or variations of the Software;	8.2.2	the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations; and	
6.5.4	disassemble, decompile, reverse translate or in any other manner decode the Software.	8.2.3	the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.	
<b>7</b>	<b>Services</b>	<b>9</b>	<b>Data Protection</b>	
7.1	The Supplier shall supply the Services to the Customer in accordance with the Contract[, Order and Specification] in all material respects.	9.1	The parties agree that the Customer is a data controller and that the Supplier is a data processor for the purposes of processing protected personal data pursuant to the Contract.	
7.2	The Supplier shall use all reasonable endeavours to meet any performance dates specified in [the Order], but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.	9.2	The Supplier shall, and shall ensure that the Supplier's agents, subcontractors or other third parties engaged by the Supplier and each of the Supplier's own employees shall, at all times, comply with all Data Protection Laws in connection with the processing of protected personal data and the provision of the Contract.	
7.3	The Supplier reserves the right to amend the Contract if necessary to comply with any applicable law, or if the amendment will not			

9.3	The Supplier shall use reasonable endeavours to procure that the Supplier will not cause the Customer (or any other person) to be in breach of any of the Data Protection Laws.	12	<b>Payment</b>
9.4	Nothing in the Contract relieves the Customer of any responsibilities or liabilities it may have under the Data Protection Laws.	12.1	The Supplier shall provide the Customer with a VAT invoice, from time to time.
<b>10</b>	<b>Non-solicitation</b>	12.2	Subject to any special terms agreed, in writing, between the Customer and Supplier; the Supplier may invoice the Customer for the price of the Solution:
	Except with the prior written consent of the Supplier; the Customer shall not directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or engagement of the Supplier, any person employed or engaged by the Supplier in the provision of the Services at any time during the term of the Contract [or for a further period of [6 months] after the termination or expiry of the Contract], other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the Supplier.	12.2.1	in accordance with the terms of the Contract;
		12.2.2	at any time before delivery of the Solution;
		12.2.3	as determined by the Supplier (in its absolute discretion).
<b>11</b>	<b>Prices</b>	12.3	The Customer shall pay each invoice submitted by the Supplier:
11.1	All prices shall be as stated in the [Order].	12.3.1	in relation to any Hardware: prior to delivery of the Hardware or in accordance with any terms agreed by the Supplier and confirmed in writing to the Customer; and
11.2	All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.	12.3.2	in relation to any Software and/or Services: within [30] days of the date of the invoice or in accordance with any terms agreed by the Supplier and confirmed in writing to the Customer; and
11.3	Where the Services are provided on a time-and-materials basis:	12.3.3	in full and in cleared funds to a bank account nominated in writing by the Supplier;
11.3.1	the prices payable for the Services shall be calculated in accordance with the [Order];		and time for payment shall be of the essence of the Contract.
11.3.2	the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day worked during Business Hours;	12.4	If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Contract and any other contract between the Supplier and Customer shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
11.3.3	the Supplier shall be entitled to charge at an overtime rate of [50%] of the normal rate for part days and for time worked outside Business Hours on a pro-rata basis;	12.4.1	terminate the Contract or suspend any further deliveries of the Solution (whether ordered under the same contract or not) to the Customer;
11.3.4	the Supplier shall invoice the Customer monthly in arrears for its charges for time, expenses and materials for the month concerned, calculated as provided in this condition 11. Any expenses, materials and third party services shall be invoiced by the Supplier [at cost]. Where reasonably practicable, each Supplier invoice shall set out the time spent and provide a breakdown of any expenses and materials.	12.4.2	appropriate any payment made by the Customer to such of the Solution (or the Solution supplied under any other contract between the Customer and the Supplier) as it thinks fit (despite any purported appropriation by the Customer);
11.4	The Supplier reserves the right, by giving reasonable notice to the Customer at any time before delivery, to increase the price of such of the Solution as has not been delivered to reflect any increase in the cost to the Supplier which is due to:	12.4.3	charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of [8]% above the base lending rate from time to time of [the Bank of England], accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment;
11.4.1	[any change by the relevant supplier or manufacturer in the cost of any Hardware or Software; or]	12.4.4	suspend all further manufacture, delivery, installation, support, maintenance or warranty service until payment has been made in full;
11.4.2	market conditions or any factor beyond the control of the Supplier (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture); or	12.4.5	make a storage charge for any undelivered Hardware at its current rates from time to time;
11.4.3	any change in delivery dates, quantities, scope or specifications for the Solution which is requested by the Customer; or	12.4.6	stop any Hardware in transit; and
11.4.4	any Customer Default, or delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions;	12.4.7	a general lien on all Hardware and other property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier; provided always that the Supplier shall be entitled, on the expiry of [30 days] notice in writing, to dispose of such Hardware or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
	as determined by the Supplier in its absolute discretion.		
11.5	[The Supplier reserves the right to increase the prices for any Services, on an annual basis, with effect from each anniversary of the date of the Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of the Contract, and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.]	12.5	All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 12.5 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

12.6	The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.		unless the Customer notifies the Supplier in writing of the failure to deliver within [14 days] after the scheduled delivery date.
<b>13</b>	<b>Warranty</b>	14.2	Any liability of the Supplier for non-delivery of the Hardware shall in all circumstances be limited to replacing the Hardware within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice issued in relation to Hardware.
13.1	Where the Supplier is not the supplier of the Hardware or Software, the Supplier shall use reasonable endeavours to assign and transfer to the Customer the benefit of any warranty given by the supplier to the Supplier (at the Customer's cost and expense).	14.3	In the event of any claim by the Customer under the warranty given in condition 13.2, the Customer shall notify the Supplier in writing of the alleged Defect. The Supplier shall have the option of testing or inspecting the Hardware at its current location or moving it to the Supplier's premises (or those of its agent or subcontractor) at the cost of the Supplier. If the Customer's claim is subsequently found by the Supplier to be outside the scope or duration of the warranty in condition 13.2, the costs of transportation of the Hardware, investigation and repair shall be borne by the Customer.
13.2	Unless otherwise set out in the Contract; the Supplier warrants to the Customer that the Hardware is free from Defects [on delivery]. The Supplier undertakes (subject to the remainder of this condition 13), at its option, to repair or replace Hardware (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within [six months] of delivery and installation.	14.4	The Supplier does not warrant, represent or guarantee that it will be able to rectify all Defects, nor that any Defect which does not materially affect the Customer's operations using the Hardware and/or Software will be corrected. The Supplier shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the consent of the Supplier.
13.3	The Supplier shall not in any circumstances be liable for a breach of the warranty contained in condition 13.2 unless:	14.5	Save in respect of any specific warranties or representations given elsewhere in the Contract, the Supplier does not warrant, represent or guarantee that the Solution, when taken in whole or in part, will comply with any cybersecurity laws, or contain no vulnerabilities.
13.3.1	the Customer gives written notice of the defect to the Supplier within [14 days] of the time when the Customer discovers or ought to have discovered the defect; and	<b>15</b>	<b>Limitation of liability</b>
13.3.2	after receiving the notice, the Supplier is given a reasonable opportunity of examining such Hardware and the Customer (if asked to do so by the Supplier) returns such Hardware to the Supplier's place of business at the [Supplier's] cost for the examination to take place there.	15.1	The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
13.4	The Supplier shall not in any circumstances be liable for a breach of the warranty in condition 13.1 if:	15.1.1	any breach of the Contract however arising; and
13.4.1	the Customer makes any use of Hardware in respect of which it has given written notice under condition 13.3.1; or	15.1.2	any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
13.4.2	the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice; or	15.2	All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the greatest extent permitted by law.
13.4.3	the Customer or any third party alters or repairs the relevant Hardware without the written consent of the Supplier.	15.3	Nothing in these Conditions excludes or limits the liability of the Supplier for:
13.5	Any repaired or replacement Hardware shall be under warranty for the unexpired portion of the [six-month] period.	15.3.1	death or personal injury caused by the Supplier's negligence; or
13.6	The Supplier shall not in any circumstances be liable for any damage or defect to the Hardware caused by improper use of the Hardware or use outside its normal application.	15.3.2	fraud or fraudulent misrepresentation; or
13.7	The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.	15.3.3	any other matter which it would be illegal or unlawful for the Supplier to exclude or limit liability.
13.8	The warranties set out in this condition 13 are in lieu of all other express or implied warranties or conditions; including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to the Contract. Without limitation, the Supplier specifically denies any implied or express representation that the Hardware or Software will be fit:	15.4	Subject to conditions 15.2 and 15.3:
13.8.1	to operate in conjunction with any hardware items or software products (other than with those that are identified in the Contract); or	15.4.1	the Supplier 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:
13.8.2	to operate uninterrupted or error-free.	(a)	loss of profits; or
13.9	Any unauthorised modifications, use or improper installation of the Software by, or on behalf of, the Customer shall render all the Supplier's warranties and obligations under the Contract null and void.	(b)	loss of business; or
<b>14</b>	<b>Remedies</b>	(c)	depletion of goodwill or similar losses; or
14.1	The Supplier shall not in any circumstances be liable for any non-delivery of Hardware (even if caused by the Supplier's negligence)	(d)	loss of anticipated savings; or
		(e)	loss of goods; or
		(f)	loss of contract; or
		(g)	loss of use; or
		(h)	wasted expenditure; or

- (i) loss or corruption of software, data or information; or
- (j) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 15.4.2 the Supplier's total liability in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to [the price paid to the Supplier by the Customer under the relevant Contract].
- 16 Intellectual Property Rights**
- 16.1 Unless otherwise agreed in writing by the Supplier (at the Supplier's absolute discretion) and subject to condition 6.4; the Customer acknowledges and agrees that all Intellectual Property Rights used by or subsisting in the Solution are and shall remain the sole and exclusive property of the Supplier, or (as the case may be) third party rights owner, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its employees, suppliers, agents or contractors or any other person to do so.
- 16.2 In relation to the Software:
- 16.2.1 the Customer acknowledges and agrees that it is buying only the media on which the software is recorded and the accompanying user manuals;
- 16.2.2 nothing contained in these conditions shall be interpreted as an assignment or transfer of any Intellectual Property Rights in the Software or user manuals; and
- 16.2.3 the Customer shall be subject to the rights and restrictions imposed by the Third-Party Licences and/or owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licences, contracts, terms of use and registration requirements relating to them.
- 16.3 The Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify any deliverables of the Services (excluding materials provided by the Customer) for the purpose of receiving and using the Services in its business.
- 16.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 16.5 The Supplier, or (as the case may be) third party rights owner, shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier.
- 16.6 The Customer shall not sub-license, assign or otherwise transfer the rights granted in condition 16.
- 17 Confidentiality**
- 17.1 Each party undertakes that it shall not at any time during the Contract, and for a period of [five] years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by condition 17.2.
- 17.2 Each party may disclose the other party's confidential information:
- 17.2.1 to its employees, officers, representatives, contractors, subcontractors or professional 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 this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or professional advisers to whom it discloses the other party's confidential information comply with this condition 17; and
- 17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 17.4 This condition 17 shall survive termination of the Contract, however arising.
- 18 Termination**
- 18.1 [In the event that either party wishes to terminate the Contract that party will be required to provide [30 days] written notice to the other party.]
- 18.2 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any further deliveries of the Solution under the Contract without liability to the Customer and, if the Solution has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary if:
- 18.2.1 the ability of the Customer to accept delivery of the Solution is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control;
- 18.2.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 18.2.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 18.2.4 the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 18.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- 18.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company, partnership or limited liability partnership);
- 18.2.7 the holder of a qualifying floating charge over the assets of the Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 18.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Customer;
- 18.2.9 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- 18.2.10 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 18.2.11 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

18.2.12 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

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

18.4 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 19 Force majeure

19.1 Provided it has complied with condition 19.2, 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 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. The time for performance of such obligations shall be extended accordingly.

19.2 The Affected Party shall:

19.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, 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

19.2.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than [28 days], the party not affected by the Force Majeure Event may terminate the Contract by giving [14 days'] written notice to the Affected Party.

## 20 Governing law

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

## 21 Jurisdiction

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