

## 1) DEFINITIONS

- 1.1) 'The Company' – Assign IT Ltd
- 1.2) 'The Client' - the person, or company to be supplied with the goods or services by the Company.
- 1.3) 'The Goods' - materials or other items supplied to the Client by the Company.
- 1.4) 'The Services' – IT Support, Consultancy or any other work performed by the Company for the Client.
- 1.5) 'Agreement' – Any order, works or Contract entered into between the Client and the Company.
- 1.6) 'Information System' – The hardware, software and services provided or supported by the Company
- 1.7) 'Site' – Those parts of the Clients premises or associated locations where the Information System is installed and operated
- 1.8) 'Charges' – The charges set out in any agreement, quotation or invoice

## 2) SCOPE

These conditions apply to sales of Goods and Services by the Company and shall prevail over any inconsistent terms or conditions or referred to in the Client's order in correspondence or elsewhere unless specifically agreed to in writing by the Company, any conditions or stipulations to the contrary are hereby excluded or extinguished.

## 3) ACCEPTANCE OF ORDER

- 3.1) Quotations are valid for a period of 14 days, unless otherwise agreed in writing with the Company, and are deemed an invitation to treat only. No order shall be binding upon the Company unless the Client has confirmed such order.
- 3.2) All quoted prices are exclusive of V.A.T.

## 4) DELIVERY OF GOODS

- 4.1) Any delivery or installation date is given in good faith. Delay shall not be a breach of term, condition or warranty whether express or implied. Neither shall the Client be entitled to cancel any Agreement or to any rights to damages whether liquidated or non-liquidated or compensation for any loss by reason of or in consequence of such delay.
- 4.2) The Client shall inspect and test the Goods within 7 days and shall give notice in writing of any damage, shortage or any other matter where the Goods are not in accordance with the Order. Failure by the Client to give notice within the time specified above shall bar any claim in respect of the Goods whatsoever, the Goods being deemed to have been accepted.
- 4.3) The Company reserves the right to deliver in more than one consignment and to invoice each consignment separately unless instructed otherwise in writing by the Client.
- 4.4) No cancellation or amendment of an order will be accepted where goods have been specifically ordered or purchased by the Company to meet the Client's requirement.

## 5) CLIENT RESPONSIBILITIES

- 5.1) The Client warrants and undertakes to the Company that it is the owner of the Information System and that it has full power and authority to permit the Company to perform the Services.
- 5.2) The Client undertakes to indemnify and hold harmless the Company against any loss or damage that the Company may suffer as a result of a breach by the Client of Clause 5.1) above.
- 5.3) The Company shall from time to time require access to the Site in order to discharge its obligations. The Client undertakes to the Company:
  - 5.3.1) To grant access to the Site as the Company shall require at the agreed date and time.
  - 5.3.2) To make available at the Site such facilities as the Company shall reasonably require in order to deliver the Services including without limitation adequate work space storage and office furniture and equipment.
  - 5.3.3) To take all reasonable precautions to protect the health and safety of the Company's employees, agents and sub-contractors while on the Site.
  - 5.3.4) To make available the Information System and supply all documentation and other information necessary for the Company to diagnose and rectify any fault in the Information System.
- 5.4) The Client will provide the Company with all reasonable information concerning the Client's operations and promptly provide answers to queries, decisions and approvals which may be reasonably necessary for the Company to carry out the Services. The Client is responsible for ensuring that such information and answers are accurate and complete and acknowledges that the Company shall not be liable for any delay or defect caused by or contributed to by any inaccurate or incomplete information given to the Company.
- 5.5) It is the Client's responsibility to insure that they have full licences for any Software it is using.
- 5.6) Pursuant to clause 8.3 below the Client agrees to allow the Company access to the Site for the purposes of removal of goods.

## 6) PAYMENT TERMS

- 6.1) Payment of any invoice shall, unless otherwise agreed in writing with the Company, be made within 7 calendar days of the date of the invoice.
- 6.2) Payment of invoices shall, unless otherwise agreed in writing with the Company, be made in full, without any deduction or set off.
- 6.3) Any extension of credit allowed to the Client may be changed or withdrawn at any time at the absolute discretion of the Company.
- 6.4) The Company shall have the right to charge interest and debt recovery fees on overdue accounts at as specified by the Late Payment of Commercial Debts (Interest) Act.
- 6.5) The Company shall have the right to engage a debt collection agency, at the expense of the Client, to recover any amounts that are more than 90 calendar days overdue.

## 7) PROPERTY

- 7.1) The Goods remain the sole and absolute property of the Company, until full payment of the agreed price has been received.
- 7.2) Until such payment, the Client shall be in possession of the Goods solely as Bailee for the Company and in a fiduciary capacity and the Client shall store the Goods in such a way as to enable them to be identified as the property of the Company.
- 7.3) In the event of non-payment for goods or services the Company reserves the right to reclaim any goods supplied.
- 7.4) Risk in and the Insurance of the Goods becomes the liability of the Client as soon as the Goods are delivered at the premises of the Client.

## 8) NON-SOLICITATION

- 8.1) During the term of any agreement and for a period of 12 months after expiry or termination howsoever, the Client shall not solicit the Company's staff who have been employed or engaged in the provision of the Services or the performance of any agreement without the

- express written consent of the Company. For the purposes of this clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractors, or independent contractor.
- 8.2) In the event that the Client is in breach of clause 8.1) above then the Client shall pay to the Company by way of liquidated damages an amount equal to the gross annual salary (as at the time of the breach) of the person so employed or engaged. This provision shall be without prejudice to either party's ability to seek injunctive relief.
- 8.3) The Client hereby acknowledges and agrees that the damages specified in clause 8.2) above is a reasonable estimation of the loss which would be incurred by the loss of the person so employed or engaged.
- 9) **CONFIDENTIALITY**
- 9.1) Each of the parties hereto undertakes to the other to keep confidential all information (written, electronic or oral) concerning the business and affairs of the other that it shall have obtained or received during the course of any agreement or as a result of the discussions leading up to or the entering into of any agreement save that which is:
- 9.1.1) Trivial or obvious.
- 9.1.2) Already in its possession or in the Public Domain other than as a result of a breach of this clause.
- 9.2) Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 9.1) by its employees, agents and sub-contractors.
- 9.3) The confidentiality obligation set forth in clause 9.1) shall survive the termination of this Agreement for any reason whatsoever, remaining valid and in full force for 3 (three) years as from the date hereof.
- 10) **LIMITATION OF LIABILITY**
- 10.1) The Company will indemnify the Client in respect of claims for direct physical damage to Client property or claims for direct physical injury to, or the death of, the Clients staff, arising as a direct result of the negligence of, the Company, its employees, agents and sub-contractors, in the execution of any agreement.
- 10.2) The Company shall not be liable for any loss of data, profit, business, goodwill or any other direct or indirect loss, consequential or inconsequential, howsoever caused.
- 10.3) The Client agrees to notify the Company in writing within 60 days of any claim, whatsoever in nature and the Client agrees to give the Company 7 days to rectify the cause of the claim whenever possible.
- 10.4) The Client agrees to waive any right to claim in excess of 60 days from completion of any agreement.
- 10.5) Claims for liability shall be limited to £100,000.00 or the total of the Charges paid by the Client in the 12 months preceding the cause of the liability, for any one event or for connected events, whichever is the lower.
- 11) **TERMINATION**
- 11.1) This agreement may be terminated by either party in writing at any time, giving one month's notice.
- 11.2) This agreement may be terminated immediately on our written notice in the event of:
- 11.2.1) The Client enters into a deed of arrangement, commits an act of bankruptcy, compounds with its creditors or if a receiving order is made against it (being a company), it shall pass a resolution or the court shall make an order that the Client shall be wound up (otherwise than for the purposes of amalgamation or restructuring).
- 11.2.2) A receiver is appointed of any of the assets or undertakings of the Client, if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order.
- 11.2.3) Any payment due to us from you not being made on the due date.
- 11.3) On termination of this agreement, the Company may stop any Goods in transit and suspend further deliveries or services and attention is drawn to clause 8 above which shall remain in force until goods are reclaimed or balances of accounts owing are settled.
- 12) **FORCE MAJEURE**
- 12.1) The Company shall not be liable to the Client for any loss or damage, which may be suffered as a direct or indirect result of the supply or installation of the Goods or Services by the Company being prevented, hindered or delayed by reason of any Force Majeure circumstances.
- 12.2) The Company shall not be liable to the Client for any loss or damage, which may be suffered as a direct or indirect result of the failure of the Goods or Services supplied by the Company, by reason of any Force Majeure circumstances.
- 12.3) For the purpose of these condition, Force Majeure shall be deemed to include any cause affecting the performance of the Agreement arising from or attributable to acts, events or circumstances beyond the reasonable control of the Company and in particular without limiting the generality thereof shall include, industrial action, civil commotion, riot, invasion, war threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster, acts or restraints of government.
- 13) **WAIVER**
- Failure on the part of either party to the Agreement to exercise or enforce any rights conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 14) **SUCCESSORS**
- Any agreement shall be binding upon and endure for the benefit of the successors in title of the parties hereto.
- 15) **NOTICES**
- Any notice required to be given herein in writing shall be deemed to have been duly given if sent by signed for physical post, fax or E-mail with appropriate delivery receipt, addressed to the party concerned at its principal place of business or last known address.
- 16) **INVALIDITY AND SEVERABILITY**
- In the event that any provision of any agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of that agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 17) **HEADINGS**
- Headings to any of these conditions are included to facilitate reference only and shall not affect the construction hereof.
- 18) **GOVERNING LAW**
- These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.