



SINGLE POINT SOLUTIONS LTD

TERMS AND CONDITIONS

Your attention is drawn to the Terms and Conditions set out below which govern the relationship between Single Point Solutions Ltd and its clients.

1. DEFINITIONS

Where used in these Terms and Conditions of Service, the following words and phrases shall bear the meanings set out below-

The “ Agreement ”	The Terms and Conditions associated any accepted Proposals, Statement of Works, service level agreements, Purchase Orders, or Schedule of works, or Grant of Use agreements
The “ Client Project Approval ”	This is deemed successful if signed by authorised parties.
The “ Associated Companies ”	Any holding company from time to time of the Client and any subsidiary from time to time of the Client or of any such holding company and the terms “holding company” and “subsidiary” shall have the meaning given to them in Section 736 of the Companies Act 1985.
The “ Assumptions ”	Those assumptions (if any) made by the Company prior to it agreeing to provide the Services and which for the avoidance of doubt are set out in the Schedule provided with these terms
The “ Company ”	Single Point Solutions Limited
The “ Client ”	As defined in the Agreement, Statement of Works, Schedule of Works, or Grant of use.
A “ Force Majeure Event ”	Force Majeure Event means: (a) strike, lock-out or any other industrial action or labour dispute (save that strike, lock-outs, industrial action or labour disputes taken by either party’s employees or sub-contractors or any other circumstances within the reasonable control of either party shall not be considered to be a Force Majeure Event); (b) act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism; (c) except to the extent that they constitute remedies or sanctions lawfully exercised by a competent government or administrative authority as a result of any breach by either party of any directive or any law in effect on the date of this Agreement, any act of state or other exercise of sovereign, judicial or executive prerogative by any competent government authority; (d) epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions or action of the elements, meteorites, collision or impact by any vehicle, vessel or aircraft or objects falling from aircraft or other aerial devices or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed;

or
(e) acts of God;

- The **“Products”** means any product, service, item or equipment, hardware, software, microchip, semiconductor (or other item containing, using or dependent upon any of the foregoing) supplied by the Company to the Client.
- The **“Project Materials”** all computer codes, specifications, instructions, manuals and other documentation (in any form whatsoever) all materials and all know-how, concepts, methods and technical information developed or created for the Client by the Company in the course of or for the purpose of rendering Services to the Client but for the avoidance of doubt shall not include the Company’s general knowledge, skills and expertise.
- The **“Project Participants”** those employees and permitted sub-contractors of the Company engaged from time to time in providing the Services and any employees of any such sub-contractors who are so engaged
- The **“Proposal”** the proposal by the Company to carry out the Services for the Client which has been accepted by the Client by signature of a Client Project Approval in the form issued by the Company
- The **“Services”** the services which the Company and the Client have agreed will be supplied by the Company to the Client
- “Intellectual Property”** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SPS has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.
- “Updates”** means a new version of the Software, if and when developed after the effective date of the Order Document, which SPS makes generally available to its customers as part of the Maintenance and Support. Updates include bug fixes, patches, error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates exclude Upgrades and new products, modules, or functionality for which SPS generally charges a separate fee.
- “Proposal”** Means a document in writing, sent from SPS to a potential client regarding the work that SPS would be carrying out.

“Statement of Works”	Defines the scope of work being provided, project deliverables, timelines, work location and payment terms and conditions
“Service Level Agreement”	Sets the expectations between SPS and its clients. A single point of contact for end-user problems, and the metrics by which the effectiveness of the process is monitored and approved.
“Purchase Order”	The legally binding agreement between SPS and its client
“Schedule of Works	Means a planned schedule of work that SPS will carry out for a client over a period.
“Grant of Use”	Allows the client organisation to use code and functionality that has been implemented by SPS.

2. THE SERVICES

2.1 The scope of the Services shall be agreed between the Company and the Client in writing

3. THE COMPANY'S WARRANTY

3.3 The Company represents and warrants that:

3.3.1 it has the authority to enter into this Agreement.

3.3.2 it will comply with all applicable law.

3.3.3 the Project Participants have the necessary skill to undertake the Services and shall provide the Services with reasonable skill and care in accordance with the Proposal and these terms and conditions.

3.3.4 the Project Materials will, save where the same are created on the specific instructions of or to the specifications of the Client, be original works of authorship and the use or possession of the Project Materials will not subject the Client to any claim for infringement of any proprietary right of any third party.

3.4 The Company shall indemnify the Client and hold it fully harmless in respect of any claim that the use of the Project Materials infringes any proprietary right of any third party provided that:

3.4.1 the Client notifies the Company forthwith on it becoming aware of any such claim.

3.4.2 the Company shall, if it requires, be given full conduct of any proceedings.

3.4.3 the Client shall provide the Company with such assistance as it may reasonably require at the cost of the Company and provided that the Client's sole remedy shall be that the Company shall at its sole discretion either:

(i) modify the infringing materials; or

(ii) obtain a licence for the Client to use the infringing materials; or

(iii) pay monetary compensation to the Client subject to the limitation of liability provisions of this Agreement.

3.5 The Company shall use its reasonable endeavours to meet time schedules agreed between the Company and the Client for the provision of the Services but shall have no obligation for any failure to do so for reasons beyond its control.

3.6 The Company will immediately inform the client should a material conflict of interest occur during the project.

4. THE CLIENT'S OBLIGATIONS

The Client will:

- 4.1 make available to the Company such office and systems services as may be necessary for performance of the Services.
- 4.2 ensure that its employees co-operate with the Company and the Project Participants in relation to the provision of the Services.
- 4.3 promptly furnish the Company with such information and documents as it may reasonably request for the proper performance of its obligations hereunder.
- 4.4 The client has a duty to perform the risk management actions as stipulated in the project proposal, for example checking and reconciling test data and the live data before normal work is conducted on the system.
- 4.5 The client has a duty to minimise consequential losses in the event of an error being discovered post implementation by reporting the error as soon as reasonably possible to Single Point Solutions, and by agreeing with Single Point Solutions damage limitation solutions such as suspending further use of the modules affected until the issue has been resolved.

5. PERSONNEL

- 5.1 The parties shall each appoint a Project Board representative who shall have full authority to take all necessary decisions regarding the provision of the Services including the variation of this Agreement.
- 5.2 The parties shall procure their representatives to meet, as agreed by both parties during the continuance of this Agreement, to discuss and minute the progress of the Services. In addition, SPS will provide regular reports on weekly activity.
- 5.3 The Company shall ensure that while any of the Project Participants are on the Client's premises they will conform to the Client's normal codes of staff and security practice.
- 5.4 The Company reserves the right to substitute any Project Participant in order to meet the requirements of this Agreement. The suitability of any substitutes will be agreed prior to substitution by both the Company and the Client.
- 5.5 The Company will control directly the performance of the Project Participants to ensure that quality standards are maintained. This shall specifically apply to provision of consultancy advice and assistance.
- 5.6 The Company will be responsible for compliance with all employment law regulations, statutory payroll, and local taxation deductions for all of its employees.
- 5.7 The Company reserves the right to perform the Services at the most appropriate location. Specifically, this includes the Client's and the Company's premises and any other location by the agreement in writing by both parties
- 5.8 In any event the Company shall not be permitted to perform the Services on the Client's premises on a full-time continuous basis.

6. FEES AND EXPENSES

- 6.1 The Client shall pay the Company for the time spent by the Project Participants in providing the Services at the Company's charge-out rates, up to the limit stipulated in the letter of engagement. Where daily rates have been agreed, the hourly rate is calculated as one seventh of the daily rate. Where the performance of the Services requires the use of additional Project Participants, the Company shall notify the Client in writing of the charge out rates and the role title for such persons prior to their commencing work. The Client shall provide prior written approval of the use of additional Project Participants if agreed. Value Added Tax and any other applicable tax shall be added to invoices and paid by the Client at the then prevailing rate.
- 6.2 Fee rates are effective for a period of 1 year from the date of the Proposal. Thereafter, the Company may amend the charge out rates, by giving 30 days' notice in writing prior to expiry to such effect. However, the Client is not obliged to accept any proposed rates or enter into any new contract after the expiry of this Agreement.
- 6.3 The Company shall maintain records of the time spent by the Project Participants in providing the Services and shall produce such records to the Client for inspection at all reasonable times on request.
- 6.4 The Company shall render monthly itemised invoices to the Client in respect of all charges incurred and shall show any Value Added Tax or other applicable tax separately on such invoices. The Client shall not be obliged to make any payment to the Company until after receipt of invoice.
- 6.5 All charges payable by the Client shall be paid within 30 days after the receipt by the Client of the Company's correct and undisputed invoice. In the event of non-payment by the due date, the Company shall be entitled at its sole discretion to:
- 6.5.1 charge interest at a rate of 5 percent per annum on all money properly due. Interest will be calculated on the amount outstanding from the due date up to and including the date of full payment.
 - 6.5.2 suspend the provision of the Services until payment in full is made; and/or
 - 6.5.3 terminate the Agreement forthwith.
- 6.6 In the event that any item on an invoice is in dispute the Client shall immediately inform the Company and shall pay all charges not in dispute (whether or not part of the disputed invoice) in accordance with the provisions of Clause 6.5 and shall not under any circumstances be entitled to withhold such sums pending resolution of the matter under dispute.
- 6.7 If it shall be necessary for any of the Project Participants to visit the Client's premises or make any other journeys in the course of providing the Services, then the Client shall reimburse the Company for all reasonable travelling and subsistence expenses.

7. CONFIDENTIAL INFORMATION

- 7.1 Each party (the "Covenantor") covenants with the other (the "Covenantee") that it shall not use or divulge or communicate to any person (other than Covenantor's personnel who are required to know the same for the purpose of providing or receiving the Services (as the case may be) or with the authority of the Covenantee):
- 7.1.1 any confidential information concerning the products, clients, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Covenantee and its subsidiaries which may come to the Covenantor's knowledge in the course of providing or receiving the Services (as the case may be);
 - 7.1.2 any information concerning the Services;
 - 7.1.3 the Project Materials and the substance of any report, recommendation, advice or test made, given or undertaken by the Company in connection with its duties hereunder; and the Covenantor shall use its best endeavours to prevent the unauthorised publication or disclosure of any such information or documents.
- 7.2 Both parties shall ensure that its employees, agents and sub-contractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this Clause 7 and shall indemnify the other party against any loss or damage which the other party may sustain or incur as a direct result of any breach of confidentiality by any of such persons.
- 7.3 If either party becomes aware of any breach of confidentiality by any of its employees, agents or sub-contractors it shall promptly notify the other party and give the other party all reasonable assistance in connection with any proceedings which the other party may institute against any such persons.
- 7.4 The provisions of this Clause shall survive the expiration or termination of this Agreement, but the restrictions contained in Clause 7.1 shall not apply to any information which
- 7.4.1 was previously known to the Covenantor.
 - 7.4.2 is or becomes publicly available through no fault of the Covenantor.
 - 7.4.3 is disclosed to the Covenantor by a third party fully entitled to disclose the same.
 - 7.4.4 is independently developed by the Covenantor.
 - 7.4.5 is required to be disclosed as a matter of law or pursuant to a court order.

8. Limited Rights, Ownership, and Grant of Use

- 8.1 All rights not expressly granted in the Agreement are reserved by SPS and its licensors. Client acknowledges that:
- (i) all Software is licensed and not sold, and all Content is subscribed to and not sold;
 - (ii) Client acquires only the right to use the Protected Materials and SPS, its licensors, and Content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by SPS, Client, Client User, or other third party)
 - (a) Intellectual Property embodied in or associated with the Protected Materials,
 - (b) deliverables and work product associated with the Protected Materials, and
 - (c) all copies and derivative work thereof; and
 - (iii) the Protected Materials, including the source and object codes, logic, and structure thereof, constitute valuable trade secrets of SPS and its licensors. Client hereby assigns to SPS all right, title and interest in and to Configurations developed by Client, Client User or by any other third party on behalf of Client; however, Client shall retain a license to use such Configurations for so long as Client retains a license to use the Software or SaaS Services, as applicable, used in conjunction with such Configurations. Client agrees to secure and protect the Protected Materials consistent with the maintenance of SPS 's and its licensors' rights therein, as set forth in this Main Agreement. If Client provides to SPS any ideas, proposal, suggestion, or feedback, including without limitation ideas for new products, technologies, product names, product feedback and product improvements ("Feedback"), Client hereby gives to SPS, without charge, royalties or other obligation, the right to make, have made, create derivative works, use, share and commercialize the

Feedback in any way and for any purpose. Client agrees to execute such further instruments, and take such further actions as SPS may reasonably request, at SPS 's expense, to apply for, register, perfect, confirm, and protect SPS 's rights. Client shall reimburse SPS for any and all expenses that SPS may incur (including interest, attorneys' fees and other legal expenses) in connection with SPS 's efforts to enforce its rights against Client with respect to the Protected Materials, or any of SPS 's Intellectual Property rights in the event SPS prevails in such enforcement efforts.

- 8.1.1 Client shall not itself, or through any Affiliate, Client User, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host (except Client shall be permitted to host the SPS Software with respect to a perpetual software license), lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, in whole or in part, for competitive purposes or otherwise except as permitted by law; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client Users; (iv) write or develop any derivative works based upon the Protected Materials, except for authorized Configurations; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, other than on behalf of Owner, if applicable; (vii) disclose or publish, without SPS 's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as permitted by law or expressly permitted herein

9. NON-SOLICITATION

Both the Client and the Company undertake that they shall not without the others prior written consent, either during or within twelve months after completion of the provision of the Services or the termination of this Agreement whichever is the later, directly, or indirectly engage employ or otherwise solicit for employment any person who, during the period which the Services were provided, was an employee of the other party or a permitted sub-contractor of the Company or the Client.

Any employment resulting from an unsolicited response by an employee of one party to a public advertisement by the other party shall not be regarded as solicitation.

10. ASSIGNMENT

- 10.1 Save as provided in Clauses 4.4 above, neither party shall be entitled to assign or sub-contract any of its rights or obligations under this Agreement.
- 10.2 In the event that the Company is permitted to sub-contract any or all of its obligations under the Agreement, the Company shall:
- 10.2.1 not be relieved from any of its liabilities or obligations under the Agreement by engaging the sub-contractor;
- 10.2.2 ensure that all applicable duties and obligations of the Client, including the provisions relating to Confidential Information and the Company's ability to assign the sub-contract in accordance with the Agreement shall be included in any contract that the Company has or may enter into with any of its sub-contractors; and
- 10.2.3 be and shall remain solely responsible for all and any payments to be made to any of its sub-contractors and shall indemnify and keep the Client indemnified against any loss, damage or expense incurred by the Client, howsoever arising, as a result of any claim or action brought by any such sub-contractors, against or in any way involving the Client. For the avoidance of doubt, indemnity in this Clause 10.2.3 shall not apply to any claim which relates to: (i) personal injury caused by the negligence of the Client and (ii) damage to physical property of the Company caused by the negligence of the Client.

11. LIABILITY

- 11.1 The Company accepts full liability to the Client for death or personal injury caused by the negligence of the Company or the Project Participants in the provision of the Services.
- 11.2 The Company accepts liability for physical damage to tangible property of the Client caused by the Company or the Project Participants up to the limit set out in Clause 11.4.1.
- 11.3 The Client shall promptly inform the Company of any deficiency in the Services. Notwithstanding any other provision of this Agreement other than the provisions of Clause 11.1 the Company shall not be liable to the Client for such deficiency unless it receives notification thereof within a reasonable time of the Client becoming aware of such deficiency and a claim is made by the Client in respect thereof within six calendar months of the date upon which it first became aware of such deficiency.
- 11.4 Save in respect of liability arising under Clause 11.1 and subject to Clause 11.8 and the Company's aggregate liability under this Agreement howsoever arising in respect of any one act, statement, omission or occurrence or series of occurrences arising from the same cause (irrespective of the number of claims arising there from) shall not exceed:
- 11.4.1 £500,000 in respect of liability arising under Clause 11.2 ;
- 11.4.2 100% of the aggregate of the charges payable to the Company directly related to the relevant act statement omission occurrence or series of occurrences where the claim is for any matter not covered by Clause 11.4.1. For the avoidance of doubt, charges shall mean charges net of all expenses and value added tax.
- 11.5 The Company makes no representation or warranty of any kind, express or implied in relation to the provision of the Services including for the avoidance of doubt the suitability, merchantability or fitness for purpose of any third-party product and the Company hereby excludes all liability it may have to the Client arising from the provision of the Services to the maximum extent permitted by law. No representative of the Company is authorised to give or make any other representation or warranty or modify any express warranty given herein in any way.
- 11.6 The Client acknowledges that it has discussed the limitations set out in Clause 11.4 with the Company and that if the Client felt such limitation were insufficient it would be possible for the Company to negotiate increased insurance coverage with its insurers and that in such circumstances the price of the Services would be increased to reflect any increased insurance premium payable.
- 11.7 The Client acknowledges that it considers the limitations set out in Clause 11.4 to be reasonable in the context of its business and that it has not therefore requested the Company to make enquiries of its insurers on the basis set out above.
- 11.8 The Services are provided by the Company on the basis that they are for the sole use and benefit of the Client. In the event that the Client conveys the Project Materials or any information derived therefrom to a third party or uses the same for the benefit of a third party, the Client shall be solely liable to the third party for any errors or omissions in the Services or the Project Materials and/or the consequences thereof and shall indemnify the Company against all losses, claims, expenses and liabilities which the Company may incur by reason of any loss or damage suffered by a third party as a consequence of such errors or omissions.
- 11.9 The Company shall not in any event be liable for:-
- i. Loss resulting from any defect or deficiency which the Company shall have physically remedied at its own expense within a reasonable time;
 - ii. Any indirect, special incidental or consequential loss or loss of business, profits, revenue, anticipated savings or contracts;
 - iii. Loss which could have been avoided by the Client following the Company's reasonable advice and instructions
- 11.10 The Client acknowledges and agrees for the avoidance of all doubt that
- 11.10.1 where the Services include the implementation of software, whether purchased through the Company or directly by the Client, the Company shall have no liability to the Client to the extent such software does not meet the requirements or expectations of the Client if such software otherwise operates in accordance with its specifications; and

- 11.10.2 that the Company is in no way accepting responsibility for or guaranteeing the performance of the software; and
- 11.10.3 that recourse for any failure of the software to operate satisfactorily shall be solely to the software manufacturer.
- 11.10.4 that the client is responsible for their data and will back up their data in accordance with good industry practice
- 11.10.5 The Clients aggregate liability in respect of all causes of action under, arising out of or in connection with these terms and conditions whether for breach of contract, for breach of duty, in tort (including but not limited to negligence), by way of indemnity or otherwise, shall be limited to a sum not exceeding the price paid for Services in the preceding three months. Nothing shall exclude or limit any liability of the Client which is prohibited by law from being excluded or limited.

12. TERMINATION

- 12.1 Either party may terminate this Agreement:
 - 12.1.1 at any time on giving not less than 30 days written notice of the desire to terminate to the other;
 - 12.1.2 forthwith on written notice in the event of any material breach of this Agreement which the other party fails to remedy within thirty (30) working days of receipt of a written request to remedy the same.
 - 12.1.3 forthwith (i) in the event that either party , being a body corporate, goes into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation while solvent), or has a receiver and/or manager appointed of its undertaking or assets or any part thereof.
- 12.2 On the expiration or termination of this Agreement:-
 - 12.2.1 all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination;
 - 12.2.2 the Client shall pay the Company for all work completed and reimbursable expenses accrued up to the date of expiration or termination.

13. RELEVANT TRANSFER

- 13.1.1 Inapplicability of TUPE. The Parties do not believe that the arrangements anticipated by this Agreement, any associated arrangements, and/or the termination of this Agreement or any Services hereunder will constitute a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("the Transfer Regulations") ("Relevant Transfer"), and as such neither party has an obligation to notify the other of any employment liability information within the meaning of Regulation 11 of the Transfer Regulations. However, if it is asserted that there is a Relevant Transfer, the provisions of this clause 12 shall apply.
- 13.2 Transfer Dismissal. If it is found or alleged that the employment of any person has transferred either to the Client or to the Company (each the "Transferee") pursuant to a Relevant Transfer, the relevant Transferee may dismiss that person ("Transfer Dismissal"), provided that the Transfer Dismissal is effected as soon as reasonably practicable after the relevant Transferee becomes aware of that finding or allegation.
- 13.3 Provision of Information. In the event that there is a Relevant Transfer, the parties agree that the provisions of this Agreement solely govern their rights in respect of the provision of information relating to the employees and associated liabilities which may transfer pursuant to the Transfer Regulations and that neither party shall be entitled to bring a claim against the other under Regulation 12 of the Transfer Regulations.
- 13.4 Indemnity by the Client. The Client shall indemnify and keep indemnified the Company against any claim which the Company may suffer or incur in connection with any allegation, whether raised by or on behalf of

any employee, that the Transfer Regulations apply upon the commencement or implementation of this Agreement, of any associated arrangements or of any Services hereunder, including, without limitation, (i) any allegation that the Company has failed to comply with Regulation 13 of the Transfer Regulations; and (ii) any claim which the Company may suffer or incur in relation to a Transfer Dismissal and the employment of the person dismissed up to the date of the Transfer Dismissal.

- 13.5 Indemnity by Company. The Company shall indemnify and keep indemnified Client against any claim which the Client may suffer or incur in connection with any allegation, whether raised by or on behalf of any employee, that the Transfer Regulations apply on termination of this Agreement, any associated arrangements or any Services hereunder, including, without limitation, (i) any allegation that the Client has failed to comply with Regulation 13 of the Transfer Regulations; and (ii) any claim which the Client may suffer or incur in relation to a Transfer Dismissal and the employment of the person dismissed up to the date of the Transfer Dismissal.

14. FORECE MAJEURE

- 14.1 Neither party shall be liable for delay or failure to perform any of its obligations (or any part thereof) under the Agreement due to a Force Majeure Event but the Client will not be liable to make payment in respect of any Services or deliverables not received by the Client during any period that a Force Majeure Event subsists.
- 14.2 Such delay or failure shall not constitute a breach of the Agreement and the time for performance shall be extended by a reasonable period given the nature of the force Majeure Event and the extent to which the Force Majeure Event prevented the party relying upon it from performing its obligations.
- 14.3 Notwithstanding the foregoing each party shall:
- 14.3.1 use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure Event.
 - 14.3.2 use all reasonable endeavours to mitigate the effect of the circumstances giving rise to the Force Majeure Event; and
 - 14.3.3 agree upon alternative arrangements, as maybe fair and reasonable in the circumstances, to alleviate the effects of the Force Majeure Event.
- 14.4 However, if a Force Majeure Event prevents either party from performing any of its obligations under the Agreement for a period in excess of one (1) month or as otherwise specified in the Agreement, the other party may terminate the Agreement in accordance with Clause 11 (Termination). Neither party shall have any further liability to the other in respect of termination of the Agreement as a result of a Force Majeure Event without prejudice to the accrued rights of the parties at the date of termination.

15. DATA PROTECTION

- 15.1 The Company understands and acknowledges that to the extent that performance of its obligations hereunder involves or necessitates the processing of personal data relating to individuals it shall, and shall procure that its subcontractors shall, act only on instructions or directions received from the Client (or, in the case of processing by subcontractors of the Company, directions from the Company) and shall comply promptly with all such instructions or directions received from the Client (or the Company as applicable) from time to time and shall take and implement, and procure the taking and implementing by subcontractors of, all such reasonable technical and organisational security procedures and measures as may be necessary or appropriate to preserve the security and confidentiality of such personal data processed and to protect such personal data against unauthorised or unlawful processing, accidental loss, destruction or damage.
- 15.2 The Company shall comply, and shall require any subcontractors to comply, with all applicable obligations imposed on it in respect of all data processing activities under the latest Data Protection.

16. GENERAL

- 16.1 The Company is an independent contractor and nothing in this Agreement shall render it an agent or partner of the Client and the Company shall not hold itself out as such. The Company shall not have any right or power to bind the Client to any obligation.
- 16.2 This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and shall be governed by and construed in accordance with the laws of England, both parties hereby submit to the exclusive jurisdiction of the English Courts.
- 16.3 No waiver or amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both parties.
- 16.4 Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.
- 16.5 No provision of these terms and conditions is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party or any liability whatsoever on any third party.

17. Dispute Resolution

- 17.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences on matters arising out of this agreement. Accordingly, it is agreed that the procedure set out in this Clause 16 shall be followed in relation to any matter of dispute between the parties concerning this Agreement and that no party may commence any proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this
- 17.2
- 17.3 Clause 17 provided that the right to issue proceedings is not prejudiced by a delay.
- 17.4 If the dispute referred to in Clause 17.1 is not resolved by good faith correspondence and efforts of the parties within 15 days of dispute notification, either party may then give the other 15 days formal notice to resolve the dispute or difference through Alternative Dispute Resolution (ADR) in accordance with the mediation procedure of the Centre for Dispute Resolution.
- 17.5 If the parties fail to agree terms of settlement of their dispute or difference within 56 days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure then the matter shall be litigated, without prejudice to either party's right at any time to obtain immediate interim court relief.
- 17.6 The parties further agree to share equally the cost of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.