

CONNECTING LONDON TERMS AND CONDITIONS FOR IT SERVICES

These Terms and Conditions shall apply to the provision of IT Services by the Company (Connecting London) to the client. In the event of conflict between these terms and conditions and any other terms and conditions (of the client or otherwise), the former shall prevail unless expressly otherwise agreed by the company in writing.

1 Company's Obligations

- 1.1 With effect from the Commencement Date the company shall, in consideration of the fees being paid in accordance with the terms of payment, provide the Services expressly identified in the Specification of Services Schedule, or otherwise agreed under these Terms and Conditions.
- 1.2 The company will use reasonable care and skill to perform the Services identified in the Specification of Services Schedule or otherwise agreed under these Terms and Conditions.
- 1.3 The company will, subject to Clause 4, use reasonable endeavours to maintain the functionality of any Software which may be installed or otherwise operate on the clients Equipment and undertakes to re-install any Software which may have been corrupted or otherwise made unavailable due to hardware failure and to render such technical assistance as may be necessary to secure the satisfactory operation of the Equipment and Software.
- 1.4 Upon receipt of the clients request for support or rectification of a defect, the Company shall (subject to its then current commitments) normally begin work on such support or rectification of defect not later than the time specified in the SLA (see table 2) thereafter and shall carry out all Services as specified in the Specification of Services Schedule during Working Hours until all required work is completed to the reasonable satisfaction of the client.
- 1.5 The company will not guarantee the performance of any Software which it has undertaken to re-install under Clause 3.3.
- 1.6 The company shall use all reasonable endeavours to complete its obligations under the Specification of Services Schedule. The parties agree that time will not be of the essence in the performance of these obligations.
- 1.7 The company will use reasonable care to prevent unauthorised persons requesting services, goods or confidential information regarding the clients IT systems

2 Client Obligations

- 2.1 The client shall allow the company access to the IT systems, to provide adequate working space and facilities for the company staff and co-operate with them in the diagnosis and rectification of any defect or malfunction.
- 2.2 Company representatives shall only provide support at a client site when accompanied by a user.
- 2.3 The client shall allow the company the use of any Equipment, computer systems, peripherals or other hardware necessary to enable it to provide the Services and shall be responsible for procuring, installing and maintaining all communications media not supplied by the company.
- 2.4 The client is required to supply the name of the registered user(s) responsible for the IT systems and also the user(s) responsible for each site in order for the company to respond quickly and effectively to issues reported or discovered during routine monitoring of the IT systems. If the company is contacted by person(s) other than the named contact(s) it is accepted by the client that delays may occur as the company seeks authorisation of these persons from the management of the client.
- 2.5 The client is required to ensure all Supported IT systems are not exposed to environmental conditions these include extremes of temperature, dust, liquids, hazardous chemicals and sunlight, etc. The company reserves the right to either suspend or cancel this agreement with immediate effect if these criteria are not met.
- 2.6 The client is required to ensure IT systems are kept in a secure location and that only authorised personnel have access to the equipment

3 3rd Party Contractors

- 3.1 The client agrees that installation or changes of any systems that will be part of or connected to the IT systems by either "Users" or 3rd party contractors will be submitted in advance to the company.
- 3.2 If the company is required to liaise with the 3rd party contractors directly, written authorisation and reasonable advanced notice from the client must be submitted.
- 3.3 All changes made to the IT systems will pass through the Company change control procedure to ensure that any changes do not have an impact on the IT systems.
- 3.4 All onsite work by 3rd party contractors will be carried out in the presence of a Company representative unless agreed in writing/email in advance.
- 3.5 The "Company reserves the right to inspect any such work to ensure that this has been completed to the satisfactory standard of the Company to ensure the reliability of the clients systems.
- 3.6 The client will indemnify the company of all costs in completing this work.
- 3.7 The client agrees any new systems will be added to their maintenance schedule and charged accordingly.
- 3.8 The installation of new systems without advanced notice to the company will be deemed a breach of contract. The company reserves the right to either cancel the contract or suspend services until these breaches have been resolved.

4 Site Visits and waiting Time

- 4.1 If the client fails to give reasonable notice (4 Hours) of cancellation of an appointed site visit then the company reserves the right to charge according to terms of the contract.

5 Error Reporting & Service Requests

- 5.1 The client is required to submit error reports and requests for service to the company by Web portal <http://helpdesk.connectinglondon.com> or Email to the support team at helpdesk@connectinglondon.com or Telephone to the helpdesk on 0844 770 477, these incidents or service requests will be dealt with in accordance with "Company Operating Procedures". Errors reported by any other means will be subject to delays and may not be processed.

6 Security Policies

- 6.1 Clients are required to implement strong password policies for all staff that have access to the company's systems. "The Company" will supply details of strong password policies and aid in the implementation of these policies on request. The company will accept no liability for system failures, disclosure of information and or data loss caused by security breaches if this policy is not observed.

7 Software and Media Storage

- 7.1 The client is required to safely and securely store relevant I.T. related media such as software installation discs, manuals, backup media, etc, and to make this media available to Company engineers on request.

8 Hosting Services

- 8.1 The company shall host a client's servers at its own premises or at an alternative suitable premise.
- 8.2 The company shall ensure that suitable infrastructure is available for this purpose.

9 Rental

- 9.1 The company may offer the facility to rent equipment.
- 9.2 The rental facility shall be provided by a 3rd party of the company's choice.
- 9.3 Any rental agreement shall be subject to the provisions of any terms and conditions, contract or agreement entered into by the client with both the company and the 3rd party.

10 Virtualisation

- 10.1 When provided for clients, virtualisation shall be undertaken by the company using, hardware, software and locations chosen by the company.

11 Disaster Recovery

- 11.1 Disaster Recovery facilities are offered to clients at the company's discretion.

12 Price

- 12.1 The Client agrees to pay the Fees in accordance with Clause 6 and the Specification of Services Schedule.
- 12.2 The company shall be entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 12.3 The Client shall pay the company for any additional services provided by the company that are not specified in the Specification of Services Schedule in accordance with the "Company's" hourly or daily rate in effect at the time of the performance or such other rate as may be agreed. Any such charge for additional services shall be invoiced separately from any Fees due under the Specification of Services Schedule.
- 12.4 All sums payable by either party pursuant to these Terms and Conditions are exclusive of any value added or other tax or other taxes on profit, for which that party shall be additionally liable.

13 Payment, Returns and Retention of Title

- 13.1 Any enquiries regarding invoices received should be made within 7 days of receipt of invoice by web at <http://helpdesk.connectinglondon.com> or email to accounts@connectinglondon.com.
- 13.2 All payments required to be made pursuant to these Terms and Conditions by either party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 13.3 The time of payment shall be of the essence of these terms and conditions. If the client fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the company shall have the right to charge the client interest on any sum outstanding at the rate of 2% of the outstanding amount per calendar month from the due date for payment until the date on which the payment is received.
- 13.4 The company reserves the right to suspend all services at its discretion if payment is not made on time. No advanced notification of this suspension will be given.
- 13.5 The client is liable to pay a deposit of fifty percent of the order value or the total value of the hardware and software before the company will begin work. The Balance is due 30 days from date of invoice.
- 13.6 Any enquiries regarding invoices received should be made within 7 days of receipt of invoice by web at <http://helpdesk.connectinglondon.com> or email to accounts@connectinglondon.com.
- 13.7 All payments required to be made pursuant to these Terms and Conditions by either party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 13.8 The time of payment shall be of the essence of these terms and conditions. If the client fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the company shall have the right to charge the client interest on any sum outstanding at the rate of 2% of the outstanding amount per calendar month from the due date for payment until the date on which the payment is received.
- 13.9 The company reserves the right to suspend all services at its discretion if payment is not made on time. No advanced notification of this suspension will be given.
- 13.10 The company disclaims liability for any returns whilst in transit
- 13.11 Special order items such as servers, operating systems and licences may not be returned unless an agreement can be reached with the "Company's" supplier and are subject to a restocking fee.
- 13.12 Any delivery date quoted is not guaranteed nor is the time quoted for delivery a condition of the contract. The company will not be liable for any failure to meet a delivery date nor for loss or consequential loss of any kind arising from a delay in delivery howsoever caused.
- 13.13 The Goods shall remain the property of company until payment is made in full for all sums due under all Contracts between the "Company and the client. The client shall hold all Goods, property for company and, shall store the same in such a way that it can be identified as the "Company's" property and shall keep it separate from their own property and the property of any other person. At any time whatsoever the company shall be entitled to recover Goods or property that belong to the company. The client hereby grants to "The Company", its agents and representatives an irrevocable licence to enter any premises where such Goods are stored in order to repossess the same. If in the normal course of business the client sells goods supplied or provided by the company, then prior to such resale, the goods remain the property of The Company.
- 13.14 The Buyer shall hold on trust for the company absolutely all the benefit of and/or rights arising under any such contract of sale.
- 13.15 The Buyer shall hold on trust for The company absolutely all proceeds of any such contract of sale and shall pay the same into a separate bank account ("the trust account") (which shall at no time have paid into it monies other than the monies held on trust for The company and shall at no time be overdrawn) as trustee for The Company.
- 13.16 If, as a result of or of the exercise of its rights referred to above (5.9.1) & (5.9.2), The Company receives any monies, the same will not in whole or in part discharge.
- 13.17 Any of the Buyer's liability to pay the purchased price under this or any other contract between The company and the Buyer or Any other debts owed by the Buyer to the company.
- 13.18 However if as a result of payment by the Buyer of all or part of the monies owed by it to The company under this or any other contract together with receipt by The company of monies as a result of or of the exercise the rights under (A1) and/or (A2) above, The company received in total monies exceeding in amount the Buyer's contractual debts to it, The company shall pay to the Buyer a sum equivalent to such excess.
- 13.19 The Buyer's rights to use or sell the Goods are automatically revoked by the appointment of any administrative receiver to Connecting London Ltd.

14 Variations and Amendments

- 14.1 Any enquiries regarding invoices received should be made within 7 days of receipt of invoice by web at <http://helpdesk.connectinglondon.com> or email to accounts@connectinglondon.com.

- 14.2 All payments required to be made pursuant to these Terms and Conditions by either party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 14.3 The time of payment shall be of the essence of these terms and conditions. If the client fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the company shall have the right to charge the client interest on any sum outstanding at the rate of 2% of the outstanding amount per calendar month from the due date for payment until the date on which the payment is received.
- 14.4 The company reserves the right to suspend all services at its discretion if payment is not made on time. No advanced notification of this suspension will be given.
- 14.5 The client is liable to pay a deposit of fifty percent of the order value or the total value of the hardware and software before the company will begin work. The Balance is due 30 days from date of invoice.
- 14.6 The time of payment shall be of the essence of these terms and conditions. If the client fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the company shall have the right to charge the client interest on any sum outstanding at the rate of 2% of the outstanding amount per calendar month from the due date for payment until the date on which the payment is received.
- 14.7 The company reserves the right to suspend all services at its discretion if payment is not made on time. No advanced notification of this suspension will be given.
- 14.8 The company disclaims liability for any returns whilst in transit
- 14.9 Special order items such as servers, operating systems and licences may not be returned unless an agreement can be reached with the "Company's" supplier and are subject to a restocking fee.
- 14.10 Any delivery date quoted is not guaranteed nor is the time quoted for delivery a condition of the contract. The company will not be liable for any failure to meet a delivery date nor for loss or consequential loss of any kind arising from a delay in delivery howsoever caused.
- 14.11 The Goods shall remain the property of company until payment is made in full for all sums due under all Contracts between the "Company and the client. The client shall hold all Goods, property for company and, shall store the same in such a way that it can be identified as the "Company's" property and shall keep it separate from their own property and the property of any other person. At any time whatsoever the company shall be entitled to recover Goods or property that belong to the company. The client hereby grants to "The Company", its agents and representatives an irrevocable licence to enter any premises where such Goods are stored in order to repossess the same. If in the normal course of business the client sells goods supplied or provided by the company, then prior to such resale, the goods remain the property of The Company.
- 14.12 The Buyer shall hold on trust for the company absolutely all the benefit of and/or rights arising under any such contract of sale.
- 14.13 The Buyer shall hold on trust for the company absolutely all proceeds of any such contract of sale and shall pay the same into a separate bank account ("the trust account") (which shall at no time have paid into it monies other than the monies held on trust for The company and shall at no time be overdrawn) as trustee for The Company.
- 14.14 If, as a result of or of the exercise of its rights referred to above (5.9.1) & (5.9.2), The Company receives any monies, the same will not in whole or in part discharge.
- 14.15 Any of the Buyer's liability to pay the purchased price under this or any other contract between The company and the Buyer or Any other debts owed by the Buyer to the company.
- 14.16 However if as a result of payment by the Buyer of all or part of the monies owed by it to The company under this or any other contract together with receipt by The company of monies as a result of or of the exercise the rights under (A1) and/or (A2) above, The company received in total monies exceeding in amount the Buyer's contractual debts to it, The company shall pay to the Buyer a sum equivalent to such excess.
- 14.17 The Buyer's rights to use or sell the Goods are automatically revoked by the appointment of any administrative receiver to Connecting London Ltd.

15 Termination

- 15.1 The company may terminate the contract forthwith if:
- 15.2 The client is in breach of any of its obligations hereunder; or
- 15.3 The client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or
- 15.4 The client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
- 15.5 The client ceases or threatens to cease to carry on business; or any circumstances whatsoever beyond the reasonable control of the company necessitate and justify the termination of the Services; or
- 15.6 In the event of Termination under clause 13.1 the company shall retain any sums already paid by the client without prejudice to any other rights the client may have whether at law or otherwise; or
- 15.7 If the client fails to fulfil in a proper and timely manner its performance obligations under this contract then the company shall give the client written notice of such failure which shall be corrected within 7 calendar days. If the client failure to perform is not corrected
- 15.8 The client may terminate the contract forthwith if:
- 15.9 The client may terminate the contract prematurely if the company fails to fulfil in a timely manner its performance obligations under this contract, or violates any of the
- 15.10 If it is determined that the company failure to perform is without its control, fault or negligence, the termination shall be deemed to be a termination of convenience.
- 15.11 If it is determined that the company failure to perform is without its control, fault or negligence, the termination shall be deemed to be a termination of convenience.
- 15.12 Mutual Termination of Convenience: Either party may apply for termination of the "Maintenance Contract" by giving 90 days notice in writing. Such a termination if agreed shall be deemed a termination of convenience and without fault. In the event that a term discount was applied then the company reserves the right to adjust the discount and request payment of any amount owed in respect of the discount.

16 Liability

- 16.1 The client shall indemnify the company against all damages, costs, claims and expenses suffered by the company arising from loss or damage to any equipment (including that of third parties) caused by the client, or its agents or employees.
- 16.2 Where the client consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a client shall be joint and several obligations of such persons.
- 16.3 The company shall not be liable to the client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the "Company's" obligations if the delay or failure was due to any cause beyond the clients reasonable control.

- 16.4 If the company fails to perform the Services with care and skill it will carry out remedial action at no extra cost to the client.
- 16.5 The parties agree that neither the company nor the client shall be liable to each other, regardless of the form of action, for consequential damages. The parties further agree that neither shall be liable to the other for any lost profits or any demand or claim, regardless of the form of action, against one another by any other person.
- 16.6 Neither the contractor nor the client shall be liable for damages arising from causes beyond reasonable control and without the fault or negligence of either of them or their respective subcontractors. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of any governmental body acting in either sovereign or contractual capacity, war, explosions, fires, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, virus attacks and unusually severe weather.
- 16.7 If delays are caused by the default of a subcontractor without its fault or negligence, neither the company nor the client shall be liable for damages for delays.
- 16.8 Neither party shall be responsible for personal injury or damage to property except personal injury or damage to property proximately caused by each party's respective fault or negligence.
- 16.9 If at the clients express request in writing access to a "users" individual mailbox is given the client accepts all liability for this action. The client accepts that the limitation of the software is controlled by either the end user licence agreement and or warranty for the software manufacturer.
- 16.10 The client also accepts that to maintain the security of their systems the latest security patches will be applied unless specifically agreed in advance. If these patches cause any of the installed software to fail it will be the client's responsibility to agree with the software manufacturer to update/resolve these issues.

17 Confidentiality

- 17.1 During the term of the contract [and after termination or expiration of the contract for any reason for a period of 2 years starting on "Termination Date"], the following obligations shall apply to the party disclosing confidential information ('the Disclosing Party') to the other party ('the Receiving Party').
- 17.2 Subject to clause 9.3, the Receiving Party:
- 17.3 May not use any confidential information for any purpose other than the performance of its obligations under these Terms and Conditions;
- 17.4 May not disclose any confidential information to any person except with the prior written consent of the Disclosing Party; and shall make every effort to prevent the use or disclosure of the confidential information.
- 17.5 The obligations of confidence referred to in the provisions of this clause shall not apply to any confidential information that:
- 17.6 Is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;
- 17.7 Is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
- 17.8 Is required to be disclosed by any applicable law or regulation; or
- 17.9 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other party to these Terms and Conditions in respect of it and who imposes no obligations of confidence upon the Receiving Party.
- 17.10 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled.
- 17.11 The obligations of the parties under the provisions of this clause shall survive the expiry or the termination of the contract for whatever reason.

18 Sub-Contracting and Assignment

- 18.1 The company may sub-contract to third parties all or any part of the work to be performed hereunder.
- 18.2 The client shall not assign to a third party any or all of its rights or obligations under these Terms and Conditions without the prior written consent of the company.

19 Force Majeure

- 19.1 Neither the company nor the client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the IT Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generally of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-
 - 19.1.1 Act of God, explosion, flood, tempest, fire or accident;
 - 19.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 19.1.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 19.1.4 Import or export regulations or embargoes;
 - 19.1.5 Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the company or the client or of a 3rd party).
 - 19.1.6 Difficulties in obtaining raw materials, labour, fuel, part or machinery;
 - 19.1.7 Any power failure, outage or breakdown of any machine.

20 Waiver

- 20.1 No waiver by the company of any breach of these terms and conditions by the client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.
- 20.2 No failure or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.
- 20.3 Severance
- 20.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

21 Notices and Service

- 21.1 Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by post, facsimile, transmission, electronic mail and comparable means of communication.
- 21.2 Any notice or information given by post in the manner provided by Clause 15.1 which is not returned to the sender as undelivered shall be deemed to have been given on the 3rd day after the envelope containing was so posted; and proof that

the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

21.3 Any notice or information sent by facsimile, transmission, electronic mail and comparable means of communication or comparable means of communication shall be deemed to have been duly given on the date of transmission.

22 Applicable Law and Jurisdiction

22.1 These terms and conditions shall be governed and construed in accordance with the law of England and Wales and the parties shall submit to the [exclusive] [non-exclusive] jurisdiction of the English and Welsh courts.