

# **Terms & Conditions**

## **COMPIO LIMITED TERMS & CONDITIONS FOR CUSTOMERS**

Section A General conditions

Section B Software and Hardware sales

Section C Services: General

Section D Support and Maintenance Services

Section E Installation and Delivery Services

Section F Consultancy Services

The following terms and conditions apply to all transactions with Compio Limited and shall become binding once an order is accepted by Compio Limited. The placing of an order for goods or services indicates your acceptance of these terms and conditions. Please read them carefully.

Customers purchasing our Products should refer to Section B for specific terms.

Customers requiring our Services should review Section C (together with Sections D, E or F as appropriate).

### **SECTION A: GENERAL CONDITIONS**

This section applies to all services and products which Compio Limited supplies.

#### **1. Interpretations**

In these Terms and Conditions:-

Expression Meaning

**"Company"** Compio Limited (Company number 08398453)

Registered Address: 72A High Street, Battle, East Sussex, TN33 0AG England

**"Confidential Information"**

Confidential Information means any information, technical data or knowhow, including, but not limited to, research, products, services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which Confidential Information is reasonably deemed to be confidential or proprietary, whether given orally or in writing. Confidential Information includes confidential information of a third party that is in the possession of one of the parties hereto and is disclosed to the other party hereto in confidence hereunder. Confidential Information does not include information, technical data or know-how which

(i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or

(ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or

(iii) is approved for release by the disclosing party or

(iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.

**"Consequential Loss"**

Without limitation pure economic loss, loss of profit, revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings and any other indirect losses including costs of defending proceedings or claims

**"Consultancy Services"**

Specialist IT advisory and reporting work which the Company may undertake for the Customer from time to time in such bespoke terms as agreed between the parties "Customer" The person, company or other body purchasing the Hardware or Software or Services from the Company pursuant to the Order

**"Hardware"**

The IT and/or computer hardware to be supplied to the Customer by the Company

**"Intellectual Property Rights"**

Rights of any nature whatsoever, whether registered or unregistered including, without limitation, any patent, right in a design, copyright, trade mark, database right and other intellectual property right whether or not capable of registration

**"Maintenance"**

The support and maintenance service(s) to be provided to the Customer by the Company

**"Order"**

A contract or series of contracts for the supply of Products or Services to which these Terms and Conditions apply

**"Products"**

Any Hardware or Software or other goods sold by the Company to the Customer

**"Quotation"**

The letter or written statement provided by the Company to the Customer summarising the specific details of the Products to be supplied together with their price(s)

**"Services"**

The services to be supplied by the Company to the Customer pursuant to the Order, which may include without limitation delivery, installation, implementation, Maintenance and Consultancy Services

**"Software"**

The pre-packaged software or electronic licence to be supplied to the Customer by the Company pursuant to the Order

**"Services Proposal"**

The letter or written statement provided by the Company to the Customer summarising any specific terms of, or scope and price of the Services to be provided

**"Terms and Conditions"**

These terms and conditions and any Order for the supply of Services or Products made between the Customer and the Company "Third Party" Any person, company or other body not being the Company or the Customer

**"Working Day"**

Monday to Friday excluding public holidays in England and Wales

## **"Working Hours"**

The hours of 9 a.m. to 5.00 p.m. during a Working Day

## **2. General**

2.1 These Terms and Conditions shall apply to all tenders, offers, quotations, acceptances, agreements and deliveries relating to the supply of Products or Maintenance or Services by the Company.

2.2 All descriptions, specifications, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted (whether online or in hard copy format) in the Company portfolio or included in any sales literature, quotation, price list, acknowledgement of order, invoice or other document are to be deemed approximate only (except where stated in writing to be exact) and shall not form part of the contract or Order or services proposal other than as approximations).

2.3 Any typographical, clerical or other error or omission in any sales literature, Company portfolio, quotation, price list, acknowledgement of order, invoice or other document (whether hard copy or online) or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.4 The Company reserves the right to make any changes in the specifications of Products which are required to conform with any applicable safety or other legal requirements or which do not materially affect their quality or performance.

2.5 The Company's policy is to supply the Services and the Products only to business customers (i.e. those who are not private consumers). In accepting these Terms and Conditions, the Customer warrants that it is not purchasing the Products or Services as a private consumer.

## **3. Pricing and Payment**

3.1 The price payable by the Customer for the supply of Product(s) or Services shall be that agreed between the Customer and the Company each time the Company accepts an Order placed by the Customer and as specified in the Quotation or Services Proposal (unless varied by the Order and Company's acceptance).

3.2 For the avoidance of doubt, these Terms and Conditions shall apply to any Orders placed by the Customer whether in writing or orally which shall only become a binding contract if and when the Order is accepted by the Company.

3.3 Unless otherwise stated in writing, quotations are valid until the end of the calendar month of issue and are exclusive of VAT and any other relevant taxes which are payable by the Customer in addition.

3.4 Until an Order has been accepted by the Company all prices are subject to change without prior notice.

3.5 Unless otherwise agreed between the parties, invoices will be raised and dated by the Company on the date of delivery of the Products or on commencement of the Services. Where both Products and Services are supplied against the same Order, a separate invoice will be raised for each of those two elements.

3.6 The Customer shall pay each invoice in full, together with any VAT at the appropriate rate and other expenses, to the Company within the terms stated on the invoice ("due date"). The time of payment shall be of essence.

3.7 If the Customer fails to pay any sums due by the due date or does not comply with an obligation imposed upon the Customer then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to withhold the supply of any Products or Services to be provided to the Customer by or on behalf of the Company until such payment is made.

3.8 The Company reserves the right to charge interest to the Customer on any sums, fees or other charges which are not paid on the due date and that interest may be charged from the date such payment falls due at the statutory rate of eight per cent (8%) per calendar month above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis.

3.9 The Company reserves the right to charge a ten pound (£10) sterling administration fee per week to the Customer on any sum, fees or other charges which are not paid on the due date and that may be charged from the date that payment fails. Such charge shall accrue on a weekly basis.

3.10 The Company or its agent shall deliver the Products to any premises (whether in the United Kingdom or in any country) notified to the Company by the Customer and for the avoidance of doubt the Customer shall be liable for any costs incurred by the Company in relation to carriage, postage and packing and any other applicable taxes and duties.

3.11 The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any amounts owed by the Company and shall pay all amounts due without making a deduction of any kind.

## **4. Customer's Obligations**

4.1 The Customer shall:-

4.1.1 take all reasonable precautions to protect the health and safety of the Company's personnel whilst at any location of the Customer;

4.1.2 allow the Company to exercise a right of entry over all premises in the possession of or under the control of the Customer in order for the Company to fulfil its obligations under these Terms and Conditions;

4.1.3 be responsible for ensuring that its premises are ready to receive the items concerned;

4.1.4 promptly furnish the Company with any information required by the Company in order to provide the Products or the Services and ensure its employees or agents co-operate with the Company;

4.1.5 in the event that the Customer fails for any reason to complete any purchase of any Products or Services within the period notified to the Customer at any time by the Company, the Customer shall indemnify the Company against any loss, damage or other cost of whatsoever nature suffered or incurred by the Company reasonably relating to that failure on the part of the Customer;

4.1.6 if a Service is delayed other than through the Company's fault, pay any sums required by the Company in respect of idle-time incurred for the delay, including delay as a result of the Customer's agents or sub-contractors. Any agreed time schedules shall be deferred to a reasonable period of time or no less than the period of the delay;

4.1.7 the Customer shall promptly provide the Company, on request, with all information and assistance that the Company may reasonably require.

4.2 The Customer acknowledges that it is relying solely upon its own skill and judgement and not that of the Company in determining the suitability of any Products and their fitness for any general or specific purpose. (This clause does not apply however in circumstances where the Company has provided Services to a Customer and the Company has been recommended a specific Product to the Customer in writing.)

4.3 The Customer warrants that any of its representatives who enter into these Terms and Conditions and any order with the Company have the Customer's authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer.

4.4 The Customer shall ensure that a complete backup of all systems and data is performed prior to the Company commencing any work on the Customer's systems or devices.

## **5. Documentation**

5.1 Save where the Customer's software licence with the manufacturer of the Software it has purchased permits such copying, the Customer shall not copy or reproduce in any way the whole or a part of the user manual or any other documentation relating to any Products or Services which is supplied to the Customer without the company's prior written consent.

## **6. Warranties**

6.1 The Company warrants it has the right to provide or procure the provision of the Products and Services.

## **7. General Exclusions and Limitations of Liability**

7.1 To the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into these Terms and Conditions or relating to the Products or the Services are excluded. Notwithstanding this, any Products supplied under these Terms and Conditions will conform substantively to any specifications given in relation to them and any Services provided under these Terms and Conditions will be provided with reasonable skill and care.

7.2 The Company shall, in no circumstances be liable for Consequential Losses, even if a party has been advised of the possibility of such losses.

7.3 The total liability which the Company shall owe to the Customer in respect of all claims under the Order shall not exceed the purchase price paid by the Customer in respect of the Products or, in respect of any Services, the sum of £50,000.

7.4 No actions regardless of form arising out of these Terms and Conditions may be brought by the Customer more than two years after the Customer becomes aware or should reasonably have become aware of the facts constituting the cause of action.

7.5 Nothing in these Terms and Conditions shall limit the Company's liability to the Customer for liabilities which cannot be limited or excluded as a matter of law including:

7.5.1 death or personal injury resulting from the negligence of the Company, its employees, agents or sub-contractors; and

7.5.2 fraud or fraudulent misrepresentation.

## **8. Force Majeure**

8.1 Neither party shall be liable to the other party in any manner whatsoever for any failure or any delay or for the consequences of any delay in performing its obligations under these Terms and Conditions (save in respect of any obligation to pay money) due to any cause beyond the reasonable control of the party in question which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include:

8.1.1 governmental actions, war, riots, civil commotion, fire, flood, epidemic; or

8.1.2 labour disputes including labour disputes involving the work force or any part thereof of the party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions; and

8.1.3 acts of God.

## **9. Termination**

9.1 In the event of:

9.1.1 any distress, execution or other legal process being levied upon any of the Customer's assets;

9.1.2 the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of

amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

9.1.3 the Customer ceasing or threatening to cease to carry on business;

9.1.4 any breach of these Terms and Conditions by the Customer;

9.1.5 the Customer breaching any of its obligations under this Agreement;

9.1.6 non-payment by the Customer of any amount due from it to the Company; or

9.1.7 the Company reasonably apprehending that any of the events mentioned above is about to occur; the Company shall be entitled to terminate the Order and suspend all or any work on current or future deliveries and instalments of the Products or the provision of any Services and on written notice to the Customer shall be entitled to cancel the undelivered or unperformed portion of the Order between the Company and the Customer and deem that the whole of the price payable under the Order or any other agreement shall be payable immediately.

9.2 In the event of such termination the Company shall, for the avoidance of doubt, be entitled to recover as damages from the Customer all reasonable costs which the Company may sustain due to such termination.

9.3 In the event of such termination, should the Customer have failed to make payment in full for the Software, then the Customer shall immediately cease use of all Software (and any updates of same) and at its own expense, remove from all computers under its control all copies of the Software (and updates) and return or destroy them (certifying in writing to the Company that such destruction has taken place).

9.4 For a period of six months following termination of the Order, the Customer shall on not less than two days' notice, from the Company, permit authorised representatives of the Company to enter its premises during normal business hours for the purposes of confirming that the Customer has complied with its post termination obligations.

9.5 The exercise of the rights conferred by this Clause 9 shall be without prejudice to any other right enjoyed by the Company pursuant to these Terms and Conditions or by law.

## **10. Severability**

10.1 If a provision in these Terms and Conditions is held by any competent authority to be invalid or wholly or partly unenforceable such invalidity or unenforceability shall not in any way affect the remainder of these Terms and Conditions.

## **11. Assignment**

11.1 The Customer will not be entitled to assign the benefit or delegate the burden of the Order without the prior written consent of the Company which it may in its absolute discretion refuse. 11.2 The Company will be entitled to assign the benefit or delegate the burden of the Order.

## **12. Sub-Contracting**

12.1 The Company shall be free to sub-contract any or all of its rights and obligations under these Terms and Conditions as it sees fit. The Customer will not be entitled to sub-contract all or any part of its obligations under these Terms and Conditions without the prior written consent of the Company. The Company will not withhold such consent unreasonably.

## **13. Confidentiality**

13.1 Each party agrees with the other in respect of all information of a confidential nature disclosed in the course of the supply of Products or Services (which includes without limitation, in the case of information to be kept confidential by the Customer, information as to the operation of the business of the Company and information relating to the Products and for the Company, any information about the Customer's business ("Confidential Information")):

13.1.1 to keep the Confidential Information in strict confidence and secrecy;

13.1.2 not to use the Confidential Information save for complying with its obligations under these Terms and Conditions;

13.1.3 not to disclose the Confidential Information to a Third Party; and

13.1.4 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees and others who of necessity need it in the performance of their duties as envisaged by the Order and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms and Conditions) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

13.2 This obligation of confidentiality shall survive the termination of any Order.

## **14. Non-Solicitation**

14.1 The Customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of the Company professionally or otherwise directly associated with the Company during the term of the Order or for 12 months thereafter.

14.2 For the avoidance of doubt, there is no restriction on the Customer employing any person who is employed or acting for the Company where that person responds to a bona fide public advertisement for employees.

## **15. Amendment and Waiver**

15.1 No amendment of these Terms and Condition shall be binding unless executed in writing and signed by an authorised representative of the Company and by an authorised representative of the Customer. 15.2 The failure of the Company at any time to enforce a provision of these Terms and Conditions shall not be deemed a waiver of such provision or of any other provision of these Terms and Conditions or of the Company's right thereafter to enforce any such provision(s).

## **16. Notices**

16.1 Any demand, notice or other communication shall be in writing and may be served by hand, prepaid first class post or facsimile.

## **17. Entire Agreement**

17.1 These Terms and Conditions (and any licence proffered by or on behalf of the owner of the Products and/or Software) supersedes all previous written or other documents or agreements (written or oral) relating to the subject matter of these Terms and Conditions.

## **18. Third Parties**



18.1 No Third Party may enforce any provision of these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **19. Law and Jurisdiction**

19.1 The formation, construction, performance, validity and all aspects whatsoever of these Terms and Conditions shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **SECTION B: SOFTWARE AND HARDWARE SALES**

### **20. Warranties**

20.1 The Company does not give any warranties in relation to Products purchased by Customers.

20.2 The only warranties which the Customer receives are those which are given by the manufacturer or licensor (as the case may be) of such Hardware or Software to the Customer and are subject to any relevant limitations and exclusions imposed by such manufacturer or licensor (as the case may be).

20.3 The Company shall provide the Customer with details of such warranties and remedies for breach of such warranties (if applicable) upon request.

### **21. Delivery**

21.1 The Company shall use its reasonable endeavours to deliver the Products to the premises stated by the Customer by any delivery date estimated by the Company and for the avoidance of doubt the Customer acknowledges that the delivery date is not guaranteed or of the essence of the Contract.

21.2 The Company shall in no circumstances be liable to the Customer for any losses, damages or charges incurred by the Customer due to the late delivery of the Products or Services.

21.3 Products delivered to the Customer shall be deemed accepted by the Customer and the Customer agrees it will inspect the Products immediately upon delivery and in all cases shall inform the Company in writing within 24 hours of delivery of any damage, shortages, defects or non-delivery of the Products.

21.4 If the Customer fails to take delivery of the Products (or fails to give the Company adequate delivery instructions at the time stated for delivery save for circumstances beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other rights or remedies available to it the Company may:-

21.4.1 store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

21.4.2 sell the Products at the best price readily available and charge the Customer any shortfall below the price obtained under the Order.

### **22. Risk**

22.1 Risk of damage to or loss of the Products shall pass to the Customer:-

22.1.1 in the case of Products being collected by the Customer at the Company's premises then at the time when the Customer collects the Products from the Company's premises; or

22.1.2 in the case of Products which are being delivered to the Customer's premises, then at the time of delivery; or

22.1.3 where the Customer wrongfully fails to take delivery of the Products, at the time when the Company has tendered delivery of the Products to the Customer.

## **23. Property/Title**

23.1 Notwithstanding delivery of the Products, title in the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the price of the Products and all other Products agreed to be sold by the Company to the Customer for which payment is then due.

23.2 Until such time as title in the Products pass to the Customer the Customer shall keep the Products separate from the Customer's other goods and those of any other third parties and properly stored, protected and insured and identified as the Company's property.

23.3 Until such time as title in the Products passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Products to the Company and if the Customer fails to do so immediately the Customer shall allow the Company or its agents or representatives to enter upon the Customer's premises or any premises of any third party where the Products are stored and repossess the goods.

## **24. Cancellation**

24.1 No order which has been accepted by the Company may be cancelled by the Customer unless written agreement is obtained from an authorised representative of the Company.

24.2 The Customer agrees it may be required to indemnify the Company in full for any costs, damages, losses, charges and expenses incurred by the Company as a result of any cancellation which is permitted under clause 24.1

## **25. Returns Policy – Non-Faulty Products**

25.1 The Company normally allows Customers to return unopened Products, however all returns are at the Company's sole and absolute discretion.

25.2 Under no circumstances will the Company accept returns of opened Products unless those Products are faulty.

25.3 In circumstances where return of Product(s) is permitted by the Company the Company will issue a credit note on a Customer's account so that the invoice for the relevant Product is deemed cancelled. In the event a Customer has paid for goods in full, a refund will be granted.

## **26. Returns Policy – Defective or Faulty Products**

26.1 The refund or replacement of faulty or defective Products is subject strictly to individual manufacturer's "Dead On Arrival" ("DOA") policies.

26.2 Individual manufacturer's DOA policies may be obtained by the Customer by contacting the Company's customer service department.

26.3 The Customer must notify the Company of a defect in the Products within the time limit provided for in the applicable manufacturer's DOA policy.

26.4 The Customer may be required to contact the manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation which is to be retained by the Customer and presented to the Company upon request.

26.5 The Customer is also required to make a note of any call/case reference numbers issued by the manufacturer to assist the Company with return of the DOA product.

26.6 In the case where it is established that Products are faulty or defective the Company's customer service department will arrange with the Customer to have the Products collected. In some instances the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by the Company's customer service department.

26.7 All parts and labour charges will be waived but the Customer is responsible for ensuring that the Products are returned to the Company in their original packaging together with all disks, manuals and cables so as to ensure safe transit and ease of identification. The external packaging must not be damaged or defaced so it is recommended the goods are re-boxed for transport.

26.8 The Products will be tested on receipt. If no fault is found the Products shall be returned to the Customer at the Customer's cost.

26.9 If a fault is found and an applicable manufacturer's DOA period is exceeded, then the Products will be repaired and/or replaced under the terms of the manufacturer's warranty.

## **27. IPRs/Licence issues in relation to Software**

27.1 The title to and the Intellectual Property Rights in the Software and in the media containing such Software does not pass to the Customer. The Customer is licensed to use such Software in accordance with these Terms and Conditions and in accordance with the applicable software licence agreement's terms, and by entering into the Terms and Conditions the Customer agrees to comply with such terms.

## **SECTION C: SERVICES: GENERAL**

### **28. Services**

28.1 The following conditions shall apply to all Services provided by the Company to Customers.

28.2 The Company warrants and undertakes to the Customer that:

28.2.1 The Company's employees, agents and sub-contractors will have the necessary skill and expertise to provide the Services described in the Services Proposal in accordance with good industry practice;

28.2.2 The Company will provide independent and unbiased advice and will exercise reasonable skill and care in the provision of the Services.

28.2.3 The Services will be provided in a timely and professional manner.

28.3 Should the Customer become dissatisfied with the performance of any personnel assigned by the Company to perform the Services, the Customer shall notify the Company in writing with details of the unsatisfactory performance, and provided that the Company is satisfied that the Customer's dissatisfaction is reasonable, the Company shall replace that person as soon as reasonably practicable.

28.4 Where the Company agrees to provide Services, any estimate or indication by the Company as to the number of man days or man hours required by the Company to undertake a specific task shall be construed as being an estimate only.

28.5 The Company shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the Customer where such estimate or indication is incorrect.

28.6 The charges agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which the Company shall charge its then current rates.

28.7 The Company will normally carry out the Services during Working Hours but may, on reasonable notice, require the Customer to provide access to the Customer's premises at other times.

28.8 At the Customer's request the Company may agree to work outside Working Hours however this shall be subject to any reasonable additional charge that may be made by the Company for complying with such request. Such charges shall be agreed in writing prior to commencement of any out of hours work.

28.9 All personnel required for the Services will be provided by the Company and will be facilitated wherever possible by use of the Customer's own staff, however the Company reserves the right to sub-contract the whole or any part of the Order to any person or company.

## **SECTION D: SUPPORT AND MAINTENANCE SERVICES**

### **29. Provision of Maintenance**

29.1 Where the Company agrees to provide support and/or maintenance services in respect of Products supplied to the Customer, this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Customer during Working Hours for the agreed period (limited to first line support only). Except as provided under clause 29.3, if the query is unable to be resolved during a telephone call the Customer may be required to contact the distributor or Manufacturer of the Software or Hardware directly.

29.2 Where the Company agrees to provide Maintenance in respect of the Software this shall be provided in accordance with the Company's applicable Maintenance schedule as provided to the Customer by the Company.

29.3 Any additional Maintenance which the Company agrees to supply to the Customer in relation to the Software or Hardware shall be provided on a time and materials basis at the Company's then current rates for same unless otherwise agreed.

## **SECTION E: INSTALLATION AND DELIVERY SERVICES**

### **30. Installation & Delivery services**

30.1 Where the Company agrees to assist a Customer with the installation of Hardware and/or Software or delivery of it, the Customer shall at its own expense and prior to the delivery of the Hardware or Software (as applicable) comply with the Company's reasonable requests in order to allow the Company to provide the installation and/or delivery services.

30.2 Personnel provided by the Company will remain under the management and conditions of employment of the Company or its nominated sub-contractor.

30.3 The Customer must provide reasonable access and assistance to the Company's staff for the purpose of enabling the Company's staff or officers or agents or subcontractors to fulfil their duties.

## **SECTION F: CONSULTANCY SERVICES**

### **31. Quality of Consultancy Services & deliverables**

31.1 The terms of reference for the Consultancy Services to be performed by the Company shall be as specified in the Services Proposal. The Customer may from time to time wish to vary the terms of reference. Under these circumstances, the Company will use all reasonable endeavours to accommodate that variation. Any changes in the charges and/or timescales as a result of that variation shall be negotiated between the Customer and the Company.

31.2 In respect of Software Asset Management, consultancy work is performed on a best endeavours basis and The Company cannot guarantee the accuracy of any effective license position, solution and/or compliancy report.

31.3 Where progress reports are to be provided in accordance with the Services Proposal, the Company shall render such reports at the time and in the manner specified or as otherwise agreed between the Company and the Customer.

31.4 The parties agree that all Intellectual Property Rights which existed prior to the date of the Order in relation to any items used in the performance of the Consultancy Services shall remain the property of the existing owner of those Intellectual Property Rights.

31.5 The Company shall own and be fully entitled to use in any way it deems fit any Intellectual Property or Intellectual Property skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing the Consultancy Services and any improvements made or developed during the course of the Consultancy Services. For the avoidance of any doubt, this shall include any improvements or modifications to Software during the duration of the Order. Nothing herein shall be construed or shall give effect to any transfer of right, title or interest in the Company's Intellectual Property Rights.

31.6 The Customer shall indemnify and keep the Company indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by the Company due to any claims by any Third Party arising out of any use, access to or modification of the Customer's computer systems by the Company on the Customer's instructions and/or use of any materials supplied to the Company by the Customer. The indemnity in this clause 31.6 shall survive the termination or expiry of the Order.