

Allen Computer Services Limited Terms and Conditions of Supply

1. Basis of contract

- 1.1 The Order constitutes an offer by you to purchase Goods and/or Services in accordance with these Conditions.
- 1.2 The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 1.3 Any advertising and any descriptions of the Goods or illustrations or descriptions of the Services are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5 Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 1.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2. Goods

- 2.1 The Goods are described in the Goods Specification.
- 2.2 We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and we shall notify you in any such event.

3. Delivery of Goods

- 3.1 We will provide a delivery note:
 - (a) with each delivery of the Goods which shows the date of the Order, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) which states any requirement for you to return any packaging material to us at our expense. You agree to make any such packaging materials available for collection at such times as we reasonably request.

- 3.2 You may request us to deliver the Goods to the location set out in the Order (**Delivery Location**) or you may collect the Goods from us at our premises at 27 South St, Crewkerne TA18 8DA.
- 3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location when delivered to you or when physically collected by you.
- 3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We are not liable for any delay caused by Force Majeure or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5 If we fail to deliver the Goods, our liability is limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by Force Majeure or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 3.6 If you fail to accept delivery of the Goods within three Business Days of us notifying you that the Goods are ready, then except where such failure or delay is caused by Force Majeure or our failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which we notified you that the Goods were ready; and
 - (b) we may store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance) or resell or otherwise dispose of part or all of the Goods.
- 3.7 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

4. Quality of Goods

- 4.1 The Goods shall conform to the manufacturer's specifications and you are entitled to any warranty issued by the manufacturer.
- 4.2 You acknowledge that the manufacturer's warranty may become invalid or unenforceable if you alter any of the Goods.

5. Title and risk

- 5.1 The risk in the Goods shall pass to you on completion of delivery.
- 5.2 Title to the Goods shall not pass to you until we receive payment in full for the Goods.

6. Supply of Services

- 6.1 We shall supply the Services to you in accordance with the Service Specification in all material respects.
- 6.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 6.4 We warrant to you that the Services will be provided using reasonable care and skill.

7. Your obligations

- 7.1 You shall:
 - (a) ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - (b) co-operate with us in all matters relating to the Services;
 - (c) provide us with access to your premises, office accommodation and other facilities as is reasonably required by us to provide the Services;
 - (d) provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare your premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (g) comply with all applicable laws, including health and safety laws; and
 - (h) comply with any additional obligations as set out in the Service Specification.
- 7.2 If performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**your Default**):

- (a) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy your Default, and to rely on your Default to relieve it from the performance of any of our obligations in each case to the extent your Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 7.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from your Default.

8. Charges and payment

8.1 The price for Goods:

- (a) shall be the price set out in the Order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, and transport of the Goods.

8.2 The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with our daily fee rates, as set out in the Order or (if none) our current price list from time to time;
- (b) our daily fee rates for each individual are calculated on the basis of an eight-hour day from 09:00 hours to 17:00 hours worked on Business Days;
- (c) we shall be entitled to charge an overtime rate of 100% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals engaged on the Services outside the hours referred to in clause 8.2(b); and
- (d) we shall be entitled to charge you for any expenses reasonably incurred by the individuals engaged by us in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties required for the performance of the Services, and for the cost of any materials.

8.3 We reserve the right to:

- (a) increase the price of the Goods, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods to us that is due to:
 - (i) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- (ii) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (iii) any delay caused by any instructions of you in respect of the Goods or failure by you to give us adequate or accurate information or instructions in respect of the Goods.

8.4 In respect of Goods, we may invoice you on or at any time after completion of delivery. In respect of Services, we shall invoice you in accordance with the payment schedule set out in the Order or weekly in arrears.

8.5 You shall pay each invoice submitted by us in cleared funds upon receipt of an invoice and time for payment shall be of the essence of the Contract.

8.6 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time.

8.7 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 13 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

9.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) shall be owned by us.

9.2 You grant to us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by you for the purpose of providing the Services to you.

10. Data protection

10.1 Both parties will comply with all applicable requirements of the Data Protection Act 2018.

10.2 The parties acknowledge that for the purposes of the Data Protection Act 2018, you are the controller and we are the processor.

- 10.3 Without prejudice to the generality of clause 10.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us.
- 10.4 We will not appoint any third party processor of Personal Data unless the third-party processor enters into a written agreement pursuant to the requirements of the Data Protection Act 2018.

11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of one year after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. Limitation of liability

- 12.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 12.2 Nothing in the Contract limits any liability which cannot legally be limited for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.3 Subject to clause 12.2, our total liability to you in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall not exceed the sums paid by you and all sums payable under the Contract in respect

of goods and services actually supplied by us, whether or not invoiced to you under the Order.

- 12.4 We commit to the compliance of the Goods and Services with relevant specifications in clause 4 and clause 6. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.6 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 20 Business Days after receipt of notice in writing to do so; or
 - (b) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14. Consequences of termination

- 14.1 On termination of the Contract:
- (a) you shall immediately pay to us all outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable by you immediately on receipt; and
 - (b) you shall return all Deliverables or Goods which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose.

- 14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from Force Majeure.

16. General

16.1 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted or modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.2 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of it, nor shall it prevent or restrict its further exercise. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.3 Entire agreement

- (a) the Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter; and
- (b) each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

16.4 Governing law

The Contract shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction in all matters.

17. Interpretation

The following definitions and rules of interpretation apply in this agreement.

17.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Commencement Date	has the meaning given in clause 1.2;
Conditions	these terms and conditions as amended from time to time by us and notified to you in writing;
Contract	the contract between us for the supply of Goods and/or Services in accordance with these Conditions.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures	as defined in the Data Protection Act 2018;
Deliverables	deliverables set out in the Order;
Delivery Location	has the meaning given in clause 3.2;
Force Majeure	events, circumstances or causes beyond your or our reasonable control;
Goods	the goods (or any part of them) set out in the Order;
Goods Specification	any specification for the Goods in an Order or as agreed between us;
Order	your order for the supply of Goods and/or Services or your written acceptance of our quotation or in your purchase order, or your written acceptance of our quotation;
Service Specification	the description or specification for the Services to be provided by us to you set out in the Order;

Services	the services, including the Deliverables, supplied by us to you as set out in the Service Specification;
Us and we	Allen Computer Services Limited, company number 08463998, whose registered office is at The Firs, Gough Close, Merriott, Somerset, TA16 5PU, and whose business address is at 27 South St, Crewkerne TA18 8DA; and
You and your	the person or firm who purchases the Goods and/or Services from us.

17.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the word **including** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.