



Data Backup Agreement

Phone Number: 0151 701 0011

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WELCOME

Dear Client

We're thrilled to partner with you.

We really don't like long and boring legal documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

Talk soon.

Regards

Rory & The Team @ *CyberSecuritiesUK*



OVERVIEW

We love simplicity – so in short;

You

located at

are engaging us CyberSecuritiesUK or BespokeIT (trading styles of Breen IT Solutions LTD)

of 166 Linacre Road, Litherland, Liverpool, L21 8JU to provide the services for the pricing to you as outlined in this Agreement.

Commencement Date

Commitment Term

You/Customer: You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our World Class services to You.

Us/Provider: We have the experience and ability to do everything We've agreed with You and We'll do it all in a professional and timely manner.

We'll endeavour to provide World Class service to You and on top of that We'll maintain the confidentiality of everything We come across.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the Nitty Gritty!

THE NITTY GRITTY

OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at <http://www.cybersecurities.uk/generaltermsandconditions.html> The current version is also included in Schedule 4 of this agreement.

By signing this Agreement, you also agree to those *General Terms and Conditions*. For any terms that exist in both, the terms in this Agreement will override. We update our terms on a regular basis, so either request an updated copy or browse to the link above.

TERMINATION

All Termination requests must be made in writing to: help@cybersecurities.uk and only become active after approval by one of our Company Directors.

OUR RESPONSIBILITIES

We will do everything in Our power to give You the best possible chance of recovering Your Data in the event of a Data-Loss event.

We provide to you, the ability to upload your data from either your Computer System and your Cloud Providers and store it on third-party servers for the purpose of offsite backup, and to restore this Data should you ever need to.

We agree to

- allocate to you the Storage Quota for the storage of your Data.
- Encrypt your Data during transit and during storage
- To supply recovery Data on physical media upon request (subject to the product you have selected). Our estimated target for this is 1 business day (depending on download speeds if you data is hosted with a third party cloud provider). Additional fees may be incurred.

We will automatically upgrade your Allocated Storage Quota to ensure your backups will continue uninterrupted should you reach your storage limit. Please see Additional Pricing below for more details.

If purchased, We grant you a license to install the client portion of our software on your Computer Systems(s) for the purpose of backing up and restoring your Data.

YOUR RESPONSIBILITIES

You acknowledge that should payment not be received on or before the Due Date, or you breach any other obligation to Us, We reserve the right to suspend/cancel Your Service without notice and the Data Backup Services may need manual intervention to resume, which You agree will be billable at Your normal rates.

You will advise any changes to this Agreement, including contact detail updates and cancellation at the end of a commitment term, to us in writing to support@bespokeit.co.uk with at least 30 days notice.

You will not store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal offence or other unlawful act under any laws.

You will securely store your service and access details and will not knowingly allow your service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties.

You will notify us in writing to support@bespokeit.co.uk AND via telephone on **0151 701 0011** immediately of any breach of security of your computers, passwords or security codes so we can take any precautionary steps available to us to adequately protect your backed up Data.

You accept that You are solely responsible for the following:

- The selection of and inclusion of the Data being backed up by these Data Backup Services;
- The scheduling of backup operations;
- Ensuring that successful backups have occurred, we will monitor as part of service, but this doesn't guarantee you will be able to recover in the event of a disaster recovery.
- Periodically ensuring that Data can be restored from the Services; and
- Any costs payable to any other third party, including Your Internet Service Provider that result from the use of Our Data Backup Services.

You agree that to the extent permitted by law, our liability is limited to the resupply of services you have ordered and paid for in full.

You agree to indemnify Us (Our Directors, Employees and Officers) against any cost incurred or damage or loss suffered as a result of any breach of any obligations.

SOME EXCLUSIONS

We do not warrant that all types of Data are suitable for Backup using Our Data Backup Services.

Whilst We work hard at making sure Our Data Backup Service is highly reliable, We do not warrant that it will be available at all times. Our target availability is 99%.

Whilst We work hard at ensuring your Data is highly secure, We do not warrant that Our Data Backup Services are free from unauthorized physical or remote access.

Whilst We work hard at ensuring your Data is safe, We do not warrant that Data stored on Our Data Backup Services is completely safe against loss or corruption.

We do not warrant that a full restoration is possible from the Data stored using Our Data Backup Services. We strongly advice regular test restores.

We do not scan Your uploaded Data for viruses or other threats due to it being encrypted.

Whilst We will do everything in our power to get Your Data to You as soon as possible when requested, We do not warrant that that it will be in any particular timeframe, we do strongly recommend you undertake regular Disaster Recovery Tests/Backup Restores tests.

We are not liable for delays, interruptions, computer viruses or communication line failures; or damage or unauthorised access to Your computer system or network.

Basic Backup Product – Protected by Cloudberry

This backup product includes

- Full backup onsite only,
- The cloud backup element is for key files and folders.
- Typically backups are configured to run daily

The target recovery time for this product is a minimum of 1 working day.

This product doesn't offer automated restore testing and furthermore cloud level restores may take several days.

We strongly advise you regularly test your backups as this is not included in our product offering.

Deluxe Backup Product – Protected by Storagecraft

This backup product includes: -

- Typically backups are configured to run every 15 mins for servers and hourly for workstations
- Full backup for both onsite and cloud repositories
- Weekly manual basic restore checks by a member of the CSUK team

The target recovery time for this product is around 4 hours and can be upgraded to include an onsite Backup and Disaster Recovery computer which can be enabled within 1 hour.

Even though we conduct weekly basic restore checks, we would advise a minimum of annual restore checks.

STANDARD PRICING FEES

CLOUD SERVICES	
Additional 500GB Data Storage	£10 per month + VAT
Additional 1TB Data Storage	£15 per month + VAT
Additional 2TB Data Storage	£20 per month + VAT
DATA SEEDING (VIA OUR ENGINEER) – DELUXE ONLY	
<ul style="list-style-type: none"> - Onsite visit by Our Engineer - Collection of Data onto Seed Media - Data Transfer to Data Centre (from Our Office) - Return of Seed Media by Courier 	2 Hours of billable time + VAT
DATA SEEDING (VIA COURIER) – DELUXE ONLY	
<p>(Requires You to create the Seed Media)</p> <ul style="list-style-type: none"> - Receive Seed Media via Courier - Data Transfer to Data Centre (from Our Office) - Return of Seed Media via Local Courier 	£25, you are responsible for all courier fees and supply of a USB Drive.
RECOVERY MEDIA (VIA OUR ENGINEER) - DELUXE ONLY	
<p>This is typically the fastest way to get the data to your premises in the event of a small Internet</p> <ul style="list-style-type: none"> - Copy Recovery Data to Recovery Media (from Our Office) - Onsite Visit via Our Engineer <p>(Any Additional Recovery Work Required by Our Engineers is Billable at Your normal rates)</p>	2 Hours of billable time + VAT
RECOVERY MEDIA (VIA COURIER) - DELUXE ONLY	
<ul style="list-style-type: none"> - Copy Recovery Data to Recovery Media (from Our Office) - Onsite Visit via Our Engineer <p>(Any Additional Recovery Work Required by Our Engineers is Billable at Your normal rates)</p>	£25, you are responsible for all courier fees and supply of a USB Drive.

Disaster Recovery (VIA OUR ENGINEER)

Hours will be charged as follows – Standard Hourly Rate of £70 per hour for IT Support Contract Customers, increasing to £90 per hour for all other customers

Working hours 9am to 5pm –

1 X Normal Rate

5pm to 10pm – Monday to Friday –

1.5 X Normal Rate

All other times –

2 X Normal Rate

Typically, a recovery takes between 4 and 24 working hours, but this is not any form of guarantee.

THE SIGNING PART

In the presence of the following witnesses, both the parties listed below agree on behalf of their respective Companies, Employees, Contractors and Agents to abide by all the Items outlined in this Agreement.

Signed by the Provider (US)

Full Name RORY BREEN

Title MANAGING DIRECTOR

Signature

Date

Signed by the Customer (You)

Full Name

Title

Signature

Date

SCHEDULE 1– PROVIDED SERVICES

- If the provided services include
 - **IT Support**, refer to sections 3.2, 4.2 and 5.4 for specific clauses
 - **Data Backup Services**, refer to section 3,3 and 6.10 for specific clauses

SCHEDULE 2– SCOPE (IF APPROPRIATE)



SCHEDULE 3– FEES



SCHEDULE 4 – GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Equipment”	means the equipment as set out in appropriate schedule in Schedule 2.
“Fees”	means the fees payable by the Customer to the Provider in consideration of Schedules 1,2 and 3
“Software”	means the computer software operating on the Equipment in relation to which the Provider is to provide the Support Services as detailed in Schedule 2; and
“Support Services”	means the services to be provided by the Service Provider to the Customer as fully described in Schedule 1 and 2 – if appropriate
“Managed Service Agreement”	means the accompanying document (unless included in this agreement) detailing further specifics in relation to the provision of the IT Support service
“Data Backup Agreement”	means the accompanying document (unless included in this agreement) detailing further specifics in relation to the provision of the Data Backup Services
“Cyber Services Agreement”	means the accompanying document (unless included in this agreement) detailing further specifics in relation to the provision of the Cyber Services
“Provider”	means Breen IT Solutions LTD trading as CyberSecuritiesUK or BespokeIT

2. Provider's Obligations

All Services

- 2.1 The Provider shall use reasonable endeavours to provide the Services in accordance with Schedule 1 in all material respects, with effect from the Commence Date as specified in the overview section above.
- 2.2 The Provider shall provide the Services with reasonable skill and care.
- 2.3 The Provider shall use reasonable endeavours to meet deadlines agreed from time to time with the Customer, but any such dates shall be estimates only. Time for performance shall not be of the essence of this Agreement.
- 2.4 The Provider shall use reasonable endeavours to act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the scope of the Services as set out in Schedule 1.
- 2.5 The Provider shall use reasonable endeavours to adhere to response times as set out in the accompanying agreement and subject always to these Terms and Conditions.
- 2.6 The Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Support Services.
- 2.7 The Provider shall use reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of any reasonable changes to the Fees that may be due as a result of such changes.

3. Customer's Obligations

- 3.1 The Customer shall –
- 3.2 For **IT Support Services Only**
 - 3.2.1 Allow the Provider access to the Equipment and all relevant Software as reasonably required by the Provider in the course of providing the Support Services;
 - 3.2.2 Provide adequate working space and facilities for the Provider, its agents, subcontractors, consultants and employees as reasonably required by the Provider; and
 - 3.2.3 Co-operate with the Provider upon the Provider's reasonable request in the diagnosis of any defect or malfunction in the Equipment or Software.
 - 3.2.4 Allow the Provider the use of any Equipment that is reasonably necessary to enable the Provider to provide the Support Services.
 - 3.2.5 The Customer shall make freely available to the Provider:
 - 3.2.5.1 any and all documentation associated with the Software;
 - 3.2.5.2 any and all documentation associated with the Equipment;

3.2.5.3 original Software installation media;

3.2.5.4 current data backups.

3.3 For Data Backup Services Only the following terms also apply: -

3.3.1 The Customer shall obtain and maintain any and all necessary licences and consents necessary with respect to the Software and the Equipment.

3.3.2 The Customer shall use reasonable endeavours to ensure that data backups are created regularly and in such a manner as to minimise any potential data loss.

All Services

3.4 The Customer shall use reasonable endeavours to provide all pertinent information to the Provider that is necessary for the Provider's provision of the Support Services and shall use reasonable endeavours to ensure the accuracy and completeness of such information.

3.5 The Customer may, from time to time, issue reasonable instructions to the Provider in relation to their Services. Any such instructions must be compatible with the scope of the Support Services as set out in Schedule 1.

3.6 In the event that the Provider requires the decision, approval, consent or any other form of authorisation or communication from the Customer in order to continue providing the Services (or any part thereof), the Customer shall use reasonable endeavours to provide the same in a reasonable and timely manner.

3.7 The Customer shall use reasonable endeavours to inform the Provider of all health and safety rules and regulations that apply at its premises.

3.8 The Customer shall obtain and maintain any and all necessary licences and consents necessary with respect to the Software and the Equipment.

3.9 The Customer shall use reasonable endeavours to ensure that data backups are created regularly and in such a manner as to minimise any potential data loss.

3.10 The Customer agrees that the provider shall use Personal Data to fulfil their contractual agreements. Additionally, the provider acts as both a data controller and data processor in this regard.

4. Fees and Payment

- 4.1 In consideration of the Services, the Customer shall pay the Fees to the Provider in accordance with the provisions of the appropriate agreement
- 4.2 For **IT Support Only** the following terms also apply: -
- 4.2.1 All payments for Services provided under this Agreement shall be paid by the Customer monthly in advance without any set-off – unless the payment terms in agreement differ, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

All Services

- 4.3 Where payments due are not included in the monthly payment in accordance with Clause 4.2 above then such payments shall be made by the Customer within 14 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.
- 4.4 The time of payment shall be of the essence. If the Customer fails to make any payment on the due date, then the Provider shall have the right to charge the Customer interest on any sum outstanding compounded at the rate of 4% above the base rate of the Bank of England from the due date for payment, both before and after any judgement, until the date on which the payment is received and such outstanding sums and interest shall compound monthly until paid in full.
- 4.5 Payments shall be made by direct debit, or BACS only.
- 4.6 The Provider shall have the right to suspend any or all Services until payment of the overdue sum (together with any interest due) is made in full. The Customer agrees to indemnify the Provider against any costs incurred by the Customer due to loss of service.
- 4.7 The Customer shall pay the Provider for any additional services provided by the Provider that are not specified in the Agreement in accordance with the Provider's hourly 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 Agreement.
- 4.8 If payment is not received within 14 days of this point the matter may be passed onto an external debt collector agency. Any additional charges incurred will be payable by the customer in addition to the original debt.

4.9 For **subscription/payment plan based services** the following terms also apply: -

- 4.9.1 All payments must be made via direct debit and you will receive an invoice for the month's bill on/around the 20th of the prior month with a due date 10 days later, this is typically collected around 4 business days prior to the invoice becoming due.
- 4.9.2 If a direct debit is returned unpaid, we will notify you as it's usually just a case that card or bank details have been altered. However, if after a fair notification period (typically 10 working days) we have not heard from you and the direct debit is not picked up we will end all services. Furthermore, any outstanding amounts will become immediately payable.
- 4.9.3 You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.
- 4.9.4 Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

5. Termination

All Services

- 5.1 The Customer may terminate this Agreement following 30 days' notice in writing to the Provider, assuming the minimum contract term has been met – or as referred to in the agreement. If the minimum contract has not been met, the Customer may ask the provider for a settlement fee.
- 5.2 The Provider may terminate this agreement if the customer
 - 5.2.1 has not paid any sum within 14 days of notice from the Provider that the payment is overdue; The customer will be notified and given a further 7 days grace period to pay any and all outstanding fees. The customer agrees to indemnify the provider against any subsequent loss of service due to late payment.
 - 5.2.2 in breach of any of its obligations hereunder;
 - 5.2.2.1 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;
 - 5.2.2.2 has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;

- 5.2.2.3 ceases or threatens to cease to carry on business; or
 - 5.2.2.4 any circumstances whatsoever beyond the reasonable control of the Provider necessitate and justify the Termination of the Services.
- 5.3 In the event of Termination under clause 5.2 the Provider shall retain any sums already paid to by the Customer without prejudice to any other rights may have whether at law or otherwise.
- 5.4 For **IT Support Services Only** the following terms also apply: -
- 5.4.1 The Customer also agrees to pay the Provider for time and materials related to off-boarding to another IT Provider, this will be charged at the Providers standard hourly rates.

6. Liability

All Services

- 6.1 The Customer shall indemnify the Provider against all damages, costs, claims and expenses suffered by the Provider arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.
- 6.2 Where the Customer 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 Customer shall be joint and several obligations of such persons.
- 6.3 The Provider shall not be liable to the Customer or be deemed to be in breach by reason of any delay in performing, or any failure to perform, any of the Provider's obligations if the delay or failure was due to any cause beyond the Provider's reasonable control.
- 6.4 The Provider shall not be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss suffered by the Customer in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from the Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.
- 6.5 The Customer acknowledges and accepts that the Provider cannot guarantee 100% monitoring of its devices.
- 6.6 The total liability of the Provider – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to one month's invoice value, available by the Client.
- 6.7 Where the Provider enters into an agreement with a third party to supply services to the Customer or where the Customer engages a third party to provide services to the Customer such third parties warrant that they have all necessary professional indemnity insurance cover with respect to the work undertaken by such third parties. Such third parties shall provide proof of their professional indemnity insurance when so asked to by the Provider and/or Customer.
- 6.8 Nothing in these Terms and Conditions or the Agreement shall limit or exclude the Provider's liability for death or personal injury or any other liability which cannot be excluded by law.
- 6.9 The provider cannot take responsibility for any cyber-attacks that occur where where any of our tools have been implemented. Our services are designed to reduce the chance of successful cyber-attack and assist customers to review their security posture, not eliminate cyber attacks completely.

6.10 For **Data Backup Services Only** the following terms also apply: -

6.10.1 The Customer acknowledges and accepts that the Provider shall not be liable for:

6.10.1.1 Any failure by the Provider to restore any back-up systems;

6.10.1.2 Any virus or other malware suffered by the Customer.

6.10.1.3 Loss of system recovery media by the Customer.

6.10.2 The Customer agrees to pay the provider for recovery of all systems based on approval from a member of their staff, for clarity approval doesn't require the business owner to agree (as time may be of the essence), it is the Customers responsibility to ensure the customers employee has the appropriate authorisation.

6.10.3 If the provider feels the Customer may not make the payment, they may decide to suspend all recovery efforts and insist upon immediate payment. The customer agrees to indemnify the provider in this instance.

7. Costs

All Services

7.1 Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

7.2 Furthermore, the customer agrees to indemnify the provider for any losses relating to late payment where the provider has cancelled or paused services.

8. Relationship of the Parties

All Services

8.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

9. Variation and Amendments

All Services

- 9.1 These general terms and conditions apply unless a variation is specifically mentioned in the appropriate customer's agreement e.g "Cyber Services agreements"
- 9.2 If the Customer wishes to vary any details of the services in the associated Agreement, it must notify the Provider in writing as soon as is reasonably possible. The Provider shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Customer.
- 9.3 If, due to circumstances beyond the Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. The Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original arrangements as is reasonably possible in the circumstances.

10. Confidentiality

All Services

- 10.1 The following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').
- 10.2 Subject to sub-Clause 10.3, the Receiving Party:
- 10.2.1.1 may not use any Confidential Information for any purpose other than the performance of his obligations under these Terms and Conditions;
 - 10.2.1.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and
 - 10.2.1.3 shall make every effort to prevent the use or disclosure of the Confidential Information.
- 10.3 The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information that:
- 10.3.1.1 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;
 - 10.3.1.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 10.3.1.3 is required to be disclosed by any applicable law or regulation;
 - 10.3.1.4 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.
- 10.4 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.
- 10.5 The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.

11. Sub-Contracting and Assignment

All Services

- 11.1 The Provider may sub-contract to third parties all or any part of the work to be performed hereunder.
- 11.2 The Customer 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 Provider.

12. Force Majeure

All Services

- 12.1 Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. Waiver

All Services

- 13.1 No waiver by the Provider of any breach of these Terms and Conditions and/or the Agreement by the Customer 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 and/or clause(s) of et Agreement 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.
- 13.2 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.

14. Severance

All Services

- 14.1 If any provision of these Terms and Conditions and/or clause(s) of the Agreement 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/or the Agreement and the remainder of the provision and/or clause in question shall not be affected thereby.

15. Notices

All Services

- 15.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 15.2 Notices shall be deemed to have been duly given:
- 15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 15.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 15.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 15.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
 - 15.2.5 in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 15.3 Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

16. Non-Solicitation

All Services

- 16.1 The Customer shall not for the term of the Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the Provider at any time in relation to the Agreement without the express written consent of the Provider
- 16.2 The Customer shall not for the term of the Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from the Provider any customer or client where any such solicitation or enticement would cause damage to the business of the Provider without the express written consent of the Provider.

17. Third Party Rights

All Services

No part of these Terms and Conditions is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and/or the Agreement.

18. Law and Jurisdiction

All Services

18.1 This Agreement shall be governed by and construed under the laws of England and Wales whose courts shall have exclusive jurisdiction.

18.2 These terms may be updated at any time and the latest version will be available www.cybersecurities.uk/generaltermsandconditions.pdf