GP COMPUTERS LIMITED

TERMS & CONDITIONS

Definitions

Supplier	GP Computers Limited, incorporated in England and Wales under number 07868985 whose registered office is at Mountbatten House, Fairacres Industrial Estate, Dedworth Road, Windsor, Berkshire, SL4 4LE.
Customer	the person or entity who buys the Goods and / or Services from the Supplier.
Customer Materials	means all data, software, systems, documents, information and materials provided or made available by or on behalf of the Customer in connection with this Agreement.
Agreement	the agreement between the Supplier and the Customer, that commences upon the placing by the Customer of the Order and that comprises the Quotation and these Terms & Conditions.
Terms & Conditions	the terms and conditions of sale as recorded herein, as well as any ad hoc terms and conditions agreed, in writing, by the Supplier and the Customer.
Goods	the hardware and such related items which the Buyer agrees to buy from the Seller as recorded in the Quotation.
Fees	the fees charged by the Supplier to the Customer, excluding VAT, as recorded in the Quotation.
Price	the price charged by the Supplier to the Customer for the Goods, excluding VAT, as recorded in the Quotation.
Order	the Customers' acceptance of the Quotation.
Services	the information technology services supplied by the Supplier to the Customer as set out in the Quotation.
Quotation	the Suppliers written quote in respect of the provision of the Good and / or Services submitted to the Customer.
Domestic Law	the law of the United Kingdom or a part of the United Kingdom.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
EU Law	the law of the European Union or any member state of the European Union.
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1 Duration and Renewal

1.1 The Agreement shall commence on the date of the Order ('Commencement Date') and shall endure for a period of 12 consecutive months ('Term').

1.2 The Agreement shall automatically renew for a successive 12-month period upon the expiry of the Term (each a 'Renewal Period'), unless the Customer gives the Supplier at least 30 days' written notice of its intention to terminate the Agreement, which notice must be given prior to the expiry of the Term or expiry of any Renewal Period.

2 Services

2.1 The Supplier shall provide the Services with reasonable skill and care in accordance with generally accepted industry standards. Services provided by the Supplier under the Agreement do not extend to or include any services made necessary as a result of the Customer's:

2.1.1 misuse or modification of software or equipment other than in accordance with the Supplier's instructions;

2.1.2 unauthorised changes to the configuration or set up of equipment or software,

2.1.3 preventing the Supplier from performing schedules or required information technology maintenance and updates.

2.1.4 equipment or software that are no longer covered under vendor / manufacturer warranty or support.

2.1.5 failures due to natural disasters, building modifications, power failures or other adverse environmental conditions or factors.

2.2 The Supplier shall be the exclusive supplier to the Customer of the Services during the Agreement.

2.3 Nothing in the Agreement shall restrict the Supplier from supplying any services which are the same as, or similar to, the Services to any other customers.

2.4 The Supplier shall not be liable for any failure or delay caused by the Customer (including any breach of the Agreement, negligence, or unlawful act of the Customer).

3 Third Party Software

3.1 Where the Services includes the use of third-party software and such software is subject to the terms of an applicable end user licence agreement (EULA), the Customer hereby agrees that it shall comply with the EULA. The applicable EULA is as set out or referred to in the Quotation

3.2 The Customer accepts and agrees that the EULA forms a separate agreement directly between the Customer and the third-party licensor in respect of its subject matter. The Customer acknowledges and agrees that the third-party licensor may directly enforce the terms of the EULA against the Customer.

3.3 The Customer acknowledges that should the Agreement terminate for whatsoever reason, that the EULA referred to in clause 3.1 will not terminate simultaneously with the Agreement, as the Agreement and the EULA are not linked.

3.4 The Customer indemnifies the Supplier in respect of any ongoing charges or costs of whatsoever nature that it may incur post the termination of the Agreement in so far as it no longer requires the Services provided in terms of a EULA.

3.5 The Customer acknowledges that it is ultimately responsible for the payment of the periodic subscription fees of the EULA.

4 Customer responsibilities

4.1 In respect of the Services, the Customer shall at its own cost provide the Supplier with (i) reasonable access to the Customer's premises and facilities, (ii) reasonable access to and use of all the Customer's Materials, and (iii) all relevant information and reasonable assistance, including access to and co-operation by Customers personnel.

4.2 The Customer shall keep full backup copies of all of its data and acknowledges that the Services do not include a managed backup, disaster recovery or data restoration service. The Customer is solely responsible for ensuring that it maintains complete, accurate, secure and up-to-date backup copies of all data, software, systems and Customer Materials. The Supplier shall not be liable for any loss, corruption, deletion or restoration failure of any data, software or systems except to the extent caused directly by the Supplier's negligence or wilful default and subject always to clause 11.

4.3 The Customer shall ensure that all Customer Materials are either the property of the Customer or legally licensed to the Customer and that the Supplier is fully authorised to use the same in accordance with the Agreement.

4.4 The Services are provided at the Customer's request, and the Customer is responsible for ascertaining that the Services are suitable for its own needs.

4.5 The Customer warrants and represents that it has the right, power and authority to enter into this Agreement, and that the Customer Materials shall be fit for purpose and suitable for all uses contemplated by this Agreement, and that the Supplier's use of them in accordance with the Agreement does not and shall not infringe the intellectual property rights of any third party.

4.6 The Customer shall ensure that all information and instructions provided to the Supplier are complete, accurate and up to date, and the Supplier shall be entitled to rely on such information and instructions in the provision of the Services and / or Goods.

5 Fees

5.1 The Customer shall pay the Fees to the Supplier.

5.2 The Fees are fixed for the Term, whereafter, increases in the Fees for any Renewal Period, shall be discussed and agreed between the Supplier and the Customer, however, if agreement is not reached within 10 Business Days of the end of the Term or any subsequent Renewal Period/s, then the Supplier shall be entitled to increase the Fees in line with the consumer price index applicable at the time of the increase, provided that the Supplier shall not be entitled to increase the Fees under this clause more than once in any Term or Renewal Period/s.

6 Invoicing and payment

6.1 The Fees are payable monthly in advance, on or by the 1st day of the month, by direct debit.

6.2 Invoices submitted in respect of any Goods or ad-hoc Services provided are payable within 28 days of the date of the invoice.

6.3 The Supplier shall invoice the Customer for any third-party software or EULA related subscriptions, where the Supplier makes payment on behalf of the Customer and the Customer shall pay such third-party software or EULA related invoices upon presentation.

6.4 All amounts payable by the Customer to the Supplier under the Agreement, shall be paid into the nominated bank account of the Supplier, by electronic funds transfer (or any other method reasonably required by the Supplier from time to time).

6.5 If the Customer fails to make any payment when due, the Supplier may, without prejudice to any other rights or remedies available to it and in its sole discretion, on written notice to the Customer, immediately suspend the performance of the Services, until payment is made in full.

7 Interest

If any monies due by the Customer to the Supplier in terms of the Agreement are not paid in full by the due date, as provided for in clause 6:

7.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force; and

7.2 interest shall accrue on a daily basis and shall apply from the due date for payment until actual payment in full (whether before or after judgment).

8 Intellectual Property Rights

8.1 No intellectual property rights (IPR) of either party are transferred by the Agreement.

8.2 All IPR in the Services belong to the Supplier.

8.3 All IPR in Customer Materials belong to the Customer

8.4 The Supplier grants the Customer a non-exclusive and non-transferable licence during the Term and any Renewal Period, to use any material provided by the Supplier, solely for the purpose of receiving and making reasonable use of the Services. The Customer grants the Supplier a non-exclusive, non-transferable license during the Term to use the Customer Materials to perform the Services.

8.5 Except as expressly set out in these Terms and Conditions, no licence or right is granted by either party to the other in respect of its intellectual property rights.

9 Data Protection

9.1 In this clause:

9.1.1 Data Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures are as defined in the Data Protection Legislation.

9.1.2 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

9.2 Both parties shall comply with all applicable requirements of the Data Protection Laws. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation

9.3 Without prejudice to the generality of clause 9.2, for the purposes of this Agreement, the Customer is the Controller and Supplier is the Processor. Schedule 1 sets out the scope, nature and purpose of the processing by Supplier for the duration of this Agreement.

9.4 Without prejudice to the generality of clause 9.2, the Customer shall ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of the customer personal data to Supplier , and its lawful collection and processing by Supplier , for the duration and purposes of this agreement, and its instructions to Supplier comply with the Data Protection Laws.

9.5 The Supplier shall in relation to the Personal Data:

9.5.1 process it only on the documented instructions of the Client, which shall be to process it for the purposes set out in Schedule 1, unless the Supplier is required by applicable law to process it otherwise (in which case Supplier shall, unless prohibited by law, notify the Customer of that requirement before processing).

9.5.2 Ensure it has in place appropriate technical and organisational measures set out in Part 2 of Schedule 1 to protect against unauthorised or unlawful processing of, and accidental loss or destruction of or damage to, the Personal Data, which measures the Customer confirms it has reviewed and considers appropriate to the harm that might result and the nature of the data to be protected, having regard to the state of technological development and the cost of implementation;

9.5.3 ensure that personnel authorised by it to process the Personal Data are obliged to keep the Personal Data confidential;

9.5.4 taking into account the nature of the processing and the information available to it, assist the Client, at the Client's cost and written request, in responding to requests from data subjects and in ensuring the Client's compliance with its obligations under the Data Protection Laws with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other supervisory authority;

9.5.5 notify the Customer without undue delay after becoming aware of a personal data breach affecting the Personal Data; and

9.5.6 on termination or expiry of this agreement, at the written direction of the Client, delete or return the Personal Data and copies of it, unless the Supplier is required by applicable law to retain it. For these purposes the Personal Data shall be considered deleted where it is put beyond further use by Supplier .

9.6 The Customer hereby provides its prior, general written authorisation for Supplier to:

9.6.1 appoint sub-processors of the Customer Personal Data (including the third-party Vendors and suppliers referred to in Schedule 1, where they process the Personal Data on the Supplier 's behalf), provided that the Supplier :

(a) imposes on each sub-processor data protection obligations consistent with those imposed on Supplier in this clause 9; and

(b) informs the Customer of any intended addition or replacement of a sub-processor, giving the Customer the opportunity to object. If the Customer objects other than on the basis of a demonstrable actual or likely breach of the Data Protection Legislation by the proposed sub-processor, the Customer shall bear Supplier 's reasonable costs of accommodating the objection (including any increased cost of providing the Services)

9.7 transfer the Personal Data outside the UK where required for the performance of this Agreement, provided that Supplier ensures each such transfer is effected in accordance with the Data Protection Legislation. The Customer shall promptly enter into any standard data protection clauses, internation data transfer agreement or addendum reasonably requested by Supplier for this purpose.

9.8 The Customer shall indemnify and keep indemnified Supplier against all liabilities, costs, expenses, losses and damages (including any interest, penalties, legal costs and other professional fees and expenses) incurred by Supplier arising out of or in connection with any breach by the Customer of its obligations under this clause 9.

10 Confidential information

10.1 Each party (the Receiving Party) shall keep confidential any information that is confidential in nature concerning the other party (including business details, affairs, customers) provided in connection with the Agreement (Confidential Information).

The Receiving Party may disclose any Confidential Information to any of its employees, officers, representatives, subcontractors or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under the Agreement, provided that the Receiving Party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were the Receiving Party. The Receiving Party may use Confidential Information only to the extent reasonably necessary to perform its obligations under the Agreement.

10.2 Each party recognises that any breach or threatened breach of this clause may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

10.3 This clause 10 shall bind the parties during the Term and for a period of 5 years following termination of the Agreement.

10.4 To the extent any Confidential Information is personal data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with this clause.

11 Limitation of liability

11.1 The extent of the Suppliers liability arising from the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2 The Supplier shall not, in respect of any liability arising from this Agreement, be liable for any consequential, indirect or special losses, nor shall the Supplier be liable for any of the following (whether direct or indirect), being, loss of profit, loss of revenue, loss or corruption of data, loss or corruption of software or systems, loss or damage to equipment, loss of use, loss of production, loss of contract, loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill; and/or wasted expenditure.

11.3 The Suppliers total liability to the Customer shall not exceed the total Price and / or Fees paid by the Customer under the Agreement during the Term or any Renewal Period during which the claim arose.

11.4 The Supplier shall have no liability or obligations under this Agreement or this clause in respect of any third-party software provided under a EULA (for which the Customer's sole and exclusive remedies for any IP Claim shall be those set out in the EULA).

12 Warranty

12.1 Where Goods are supplied with the benefit of a manufacturer's warranty, the Customer acknowledges that such warranty is provided by the relevant manufacturer and not by the Supplier. Subject to the Supplier's obligations under applicable law and except to the extent caused by the Supplier's breach of this Agreement, negligence, installation, configuration or other act or omission, the Customer's sole remedy in respect of any defect covered by such warranty shall be to claim directly against the relevant manufacturer. The Supplier shall, where reasonably requested, provide the Customer with reasonable assistance to enable the Customer to make such claim, but shall have no obligation to repair, replace or refund the Goods except as expressly set out in this Agreement or required by law.

13 Risk and Ownership

13.1 The Goods shall be at the risk of the Supplier until delivery to the Customer at the place of delivery specified in the Order. The Supplier shall off-load the Goods at the Customer's risk.

13.2 Ownership of the Goods shall pass to the Customer when the Supplier has received in full and in cleared funds all sums due to it in respect of:

13.2.1 the Goods; and

13.2.2 all other sums which are or which become due to the Supplier from the Customer on any account.

13.3 Until ownership of the Goods has passed to the Customer under condition 13.2, the Customer shall:

13.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

13.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

13.3.3 keep the Goods insured on the Supplier's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Supplier, ensure that the Supplier's interest in the Goods is noted on the policy, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

13.4 The Customer's right to possession of the Goods before ownership has passed to it shall terminate immediately if the Customer encumbers or in any way charges the Goods, or if the Customer fails to make any payment to the Supplier on the due date.

13.5 Until ownership of the Goods is transferred to the Customer in accordance with condition 13.2, the Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Goods shall be borne by the Customer.

13.6 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this clause 13 shall remain in effect.

14 Termination

14.1 The Supplier may terminate the Agreement immediately by written notice if the Customer

14.1.1 Commits a material breach which is irremediable or fails to remedy a remediable breach within 20 Business Days;

14.1.2 Becomes insolvent, makes an arrangement with its creditors, enters into administration, liquidation, any similar insolvency process, or ceases to carry on business; or

14.1.3 Repeatedly commits breaches of the Agreement which, taken together, amount to a material breach.

14.2 On termination, all invoices in respect of the Fees or Goods are payable immediately.

14.3 Termination or expiry of the Agreement shall not affect any rights or remedies available to the Supplier. Any provision of these terms and Conditions which are expressly or by implication intended to survive termination shall continue in full force and effect.

15 Force majeure

15.1 In these terms and Conditions, Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement. Inability to pay is not Force Majeure.

15.2 A party shall not be liable if delayed in or prevented from performing its obligations under the Agreement due to Force Majeure. The affected party shall:

15.2.1 promptly notify the other of the Force Majeure event and its expected duration; and

15.2.2 use reasonable endeavours to minimise the effects of that event.

15.3 If, due to Force Majeure, a party:

15.3.1 Is unable to perform a material obligation; or

15.3.2 Is delayed in or prevented from performing its obligations for a continuous period of 2 months of operation of the Agreement,

either party may terminate the Agreement on not less than 20 Business Days' written notice.

16 No partnership or agency

The Parties are independent businesses and are not partners, principal and agent or employer and employee and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

17 Variation

No variation of these Terms and Conditions shall be valid or effective unless it is in writing, and is duly signed by, or on behalf of, each party.

18 Notices

18.1 Notices required by these Terms and Conditions shall be in writing and sent to a party's address as set out in the Quotation.

18.2 Notices may be given, and shall be deemed received, by first-class post:

18.2.1 2 Business Days after posting, by airmail:

18.2.2 5 Business Days after posting,

18.2.3 by hand: on delivery,

18.2.4 by email to GP Computers at bobby@gpcomputers.co.uk, and by email to the Customer as set out in the Quotation.

18.3 In the case of email, an email will be deemed to be received at the time of transmission provided that no delivery failure notification is received by the sender.

18.4 This clause does not apply to notices given in legal proceedings or arbitration.

19 Severability

19.1 Each clause of these Terms and Conditions is severable and distinct from the others. If any clause herein (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced):

19.1.1 the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and

19.1.2 without limiting the foregoing, in such circumstances the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.

20 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these terms and Conditions shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under these terms and Conditions shall prevent any future exercise of it or the exercise of any other right, power or remedy.

21 Set-off

The Customer must pay all sums that it owes to the Supplier under the Agreement without any set-off, counterclaim, deduction or withholding of any kind.

22 Assignment and subcontracting

22.1 The Supplier may assign, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without the Customer's consent.

22.2 The Customer may not assign, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without the Supplier's prior written consent.

Third party rights

22.3 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement.

22.4 For the avoidance of doubt, this does not affect any rights of a third party licensor to enforce any applicable EULA directly against the Customer.

23 Compliance with laws

Each party shall comply with all applicable laws and regulations in connection with its performance of the Agreement.

24 Entire agreement

The Quotation and these Terms and Conditions and any documents entered into pursuant thereto constitute the entire Agreement and supersedes all previous agreements, understandings and arrangements between the Supplier and the

Customer, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Agreement or any documents entered into pursuant to it in reliance on and shall have no remedies in respect of any representation or warranty that is not expressly set out in the Quotation and these Terms and Conditions. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Quotation and these Terms and Conditions. Nothing in this clause purports to limit or exclude any liability for fraud.

25 Dispute resolution

25.1 If any dispute arises between the parties out of or in connection with the Agreement, the matter shall be referred to a senior representative of each party who shall use their reasonable endeavours to resolve it.

25.2 If the dispute is not resolved within 10 Business Days of the referral being made under clause 25.1, the parties shall endeavour to resolve the matter through mediation.

25.3 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 25.1 and 25.2 have been completed.

26 Governing law

The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

27 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims)

SCHEDULE 1: DATA PROCESSING PARTICULARS AND SECURITY MEASURES

Part 1 – Particulars of the processing

Subject Matter	Provision by the Supplier of the Services
Duration	The Term and any Renewal Period, plus any further period required for the return or deletion of the Customer Personal Data under clause 9.
Nature and purpose	Remote and onsite information technology services, such as, but not limited to, access to and monitoring, hosting, storage, restoration, transmission, security scanning and remediation of personal data held on or accessible from the Customer IT infrastructure and supported cloud services solely as necessary to provide the Services, including diagnostics, maintenance, incident, problem and service request handling, and remote support.
Types of personal data	Names, contact details (including telephone numbers and email addresses), user account and login data, service ticket contents, email and mailbox content, and any other personal data contained in files, documents, backups or systems comprised in or accessible from the Customer IT infrastructure and supported cloud services.
Categories of data subject	End Users and the Customers employees, contractors and representatives, and any other individuals whose personal data is contained in the emails, files, documents, backups or systems referred to above (which may include the Customers clients, suppliers and other third parties).

Part 2 – Technical and organisational measures.

The Supplier shall maintain access controls limiting access to the Personal Data to authorised personnel on a need-to-know basis, authentication and password controls, encryption of portable devices and of the Personal Data in transit over public networks, endpoint detection and response, antivirus and anti-ransomware protection, operating system and third-party security patching, security scanning and remediation, physical security of premises and equipment, backup and disaster recovery procedures, staff information-security training (including phishing awareness), and a documented security incident reporting and response process.