

Terms & Conditions

These are the Terms & Conditions ("Conditions") of PISYS.NET] of registered office Company Number: SC266298 (hereinafter referred to as the "Company") which shall apply to ALL services provided by the Company to the Client and supersedes any other Terms and Conditions set out in any other fee or other Agreement between the parties.

1. Definitions

In these Conditions entered into by the Client of the Company the following terms shall have the following meanings and effect:

"The Client"	means the company, firm or individual who purchases or agrees to purchase goods and/or services from the Company.
"Basic Charges" or "Charges"-	means the Company's charges for the provision of and/or in connection with the Services and/or other work carried out at the Client's request in accordance with the Company's charging rates from time to time applying.
"The Company"- "Disbursements"	includes, its successors and assigns. means the payment by the Company of any expenses or fees on the Client's behalf including without prejudice to the generality of the foregoing all out of pocket expenses, travelling fees, stationery costs, costs of consumable items, licence fees or other payments made on the Client's behalf.
"Cyber Attack"	an attempt by hackers to damage or destroy a computer network or system, including infiltration and loss of data;
"Data Protection Legislation"	the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.
"Goods"	this shall include all products, parts, cabling, hardware or software and/or other IT equipment and shall include any licences in respect of the same.
"Lien"-	means the Company's right to keep all goods, software, hardware drafts, papers, documents, money or other property held or produced on the Client's behalf until such time as all monies due under this Agreement are paid in full. A Lien may be applied after any Agreement ends.
"Liability Whatsoever"	includes without prejudice to the generality of the expression all liability in tort, contract, breach of representation or implied warranty or condition or such other duties at common law including liabilities for direct, indirect or consequential losses of whatever nature and howsoever caused or arising. The term shall not apply to liabilities for death or personal injury.
"Services"	as referred to in any quotation, advice note or written agreement or otherwise at the Client's request but will typically include but not exclusively mean the supply, fitting, commissioning, maintenance and support of all IT systems, hardware, software to include cabling, licensing and related services..
"Payment Terms"	means the payment terms set out in the quotation, advice note or written Agreement Schedule, letter of engagement or periodical update of fees notified by the Company to the client in writing from time to time.
"Confidential Information"	-means as defined in clause 7.1 but shall include and will not be limited to all

information which is not publicly known including the business, finance, technology, trade secrets and other commercially sensitive information of either party regardless of its nature.

"Price"	means the price for the provision of the Services and/or other products or services as set out in the Schedule, Service Agreement or other written Agreement as otherwise provided by the Company to the Client in writing.
"Rate(s)"-	means the rate(s) for the time being applicable as notified by the Company to the Client from time to time in any letter of engagement, Fee Agreement or otherwise notified to the client from time to time in respect of the Services.
"UK Data Protection Legislation"	any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

2. The Services

- 2.1 The Company agrees to undertake and use their reasonable endeavours to carry out the specific instructions of the Client as set out in the Schedule hereto or otherwise set out in writing by the Client to the Company from time to time and accepted by the Company in writing upon these Terms & Conditions only which shall prevail over any other Terms & Conditions set out in any document from the Client.
- 2.2 The Company shall take all reasonable steps to complete the Services within the time scales intimated by the Company to the Client, however, time shall not be of the essence in respect of any Agreement or any of the Services or part of the Services thereof provided by the Company and the Company shall not be liable for any liability whatsoever either directly or indirectly attributable from the result of the late delivery of any goods, services, item, products or document.
- 2.3 The Client shall be solely responsible for ensuring the full and correct identification of the Services confirming that it complies with their requirements and is correct in all respects.
- 2.4 Where the Client requires the Company to provide any additional Services or to carry out further work or duties not ordinarily carried out by the Company and/or not set out in written quotation or advice note the parties shall enter into a separate agreement in respect of the same and the Company will be under no obligation in respect of such further work until such time as the further agreement is signed on behalf of both parties and the appropriate sum due paid in advance.
- 2.5 The Company shall be entitled to determine the manner of delivery and/or the performance of any of the Services at their sole discretion.
- 2.6 All descriptions of products and/or other goods are approximate only and the Company reserves the right to replace any product or goods quoted with a similarly equipped model at their sole discretion.
- 2.7 Telephone support services and online or remote technical support services and products are available to only one registered user/client and for one computer system as registered with the Company under its support membership scheme.
- 2.8 Service centre and on site repair services and replacement parts coverage services are typically available throughout the UK although geographical restrictions may apply. Clients are required to make the Company aware of the required coverage and are deemed to be happy with any restrictions upon entering into the agreement. .
- 2.9 The Company support services are for limited systems, devices, platforms and applications as notified from time to time in writing or publicised on the Company's web site.
- 2.10 The provision of the services is subject to the available research and technical information available and subject to provision of proprietary information from vendors, manufacturers and developers, which is the sole responsibility of the client. Although the Company will use its best endeavours to resolve any technical problems and carry out the services in a timely and efficient manner, the client accepts that

- the Company may not be able to resolve all technical difficulty because of this third party information requirement.
- 2.1 If the Client reports a fault in the goods or services and the Company finds there are none or that the Client or some other third party has caused the fault the Company reserves the right to charge this as additional charges at their usual rates.
3. Client's Obligations
- 3.1 The Client shall:
- 3.1.1 make available to the Company and/or any appointed professional adviser full instructions and complete and accurate information to allow the Services to be carried out correctly and in accordance with this Agreement and in accordance with English and Welsh Law;
- 3.1.2 not ask the Company to work in an improper or unreasonable manner;
- 3.1.3 not deliberately mislead the Company or the Client's professional advisers in any way with regard to the goods or Services to be provided and will provide full information and documentation when requested by the Company to the Company, any professional adviser or such other person or body nominated by the Company;
- 3.1.4 co-operate with the Company, its staff and all professional advisers fully and do all necessary things and execute all such documents to allow the Services to be carried out in a timely and conscientious manner;
- 3.1.5 ensure that an appropriate representative of the Client is available as may be required by the Company for clarification of any matters arising during the course of carrying out the Services;
- 3.1.6 ensure that they have read and are satisfied with all information, documents or advice given by on or behalf of the Company and keep the Company, its servants and agents indemnified in respect thereof;
- 3.1.7 be responsible for ensuring that any site, building or land occupied for the carrying out of any of the Services will be with the full consent of the owners and that full licences and all other legal consents will be obtained for the use of any premises, land or buildings and that the premises are fit and suitable for the Services to be safely carried out.
- 3.1.8 immediately notify the Company of their intention to alter any registered system, provide or part thereof.
- 3.1.9 shall be solely responsible for accurate protection of back up of the client's own data, software or hardware.
- 3.1.10 shall not provide the client's password to any third party or permit its use by any third party.
- 3.1.11 indemnify the Company in respect of any loss of data or inaccurate output or work delays resulting from the provision of the services by the Company.
- 3.1.12 ensure that all software licences and anti-virus software installed remains valid, up to date and remains fully authorised. Any lapse or failure by the client in this regard shall result in the forthwith termination of all services provided by the Company to the client and the client will be responsible for all and any costs incurred.
- 3.1.13 shall be solely responsible for and indemnify the Company from the use of any system, including the viewing or downloading of any material from any website for any sexual, illegal or inappropriate material. In the event that the client is aware of such viewing or downloading they shall immediately notify the Company and the Company has the right to cease all further services until such time as the system is free of any virus infestation or other software problem as a result of such action. The client shall keep the Company indemnified in respect of any costs and expenses in connection with a breach of this clause.
- 3.1.14 shall be solely responsible for the licensing of all software installed on its registered systems and keep the Company fully indemnified in respect of all losses and costs in respect thereof.
- 3.1.15 fully comply with any Company policy applicable from time to time and which has been forwarded to the client in writing and/or is promoted on the Company's website from time to time. In particular, it is required that all Clients operate a password policy for all users.
- 3.1.16 not exceed the level of use reasonably expected of telephone and online remote support request.
- 3.1.17 Shall be solely responsible for making good the site after any work has been undertaken by the Company.
- 3.1.18 Shall be solely responsible for all costs of compliance with all statutory obligations from time to time including with prejudice to the generality of the foregoing all regulations including but not limited to the Waste Electrical and Electronic Equipment Regulations 2006.
4. Charges and Expenses
- 4.1 In consideration for the Company carrying out the Services or supplying the Goods, the Client shall pay in advance to the Company the full price for the Goods and/or Services at the Rate(s) as set out in the quotation or the schedule hereto or in the latest served letter of engagement, Fee Agreement or other notification given by the Company to the Client and which shall be invoiced to the Client in accordance with these Terms & Conditions of Business. Such invoice shall be payable without set off or deduction of any kind whatsoever within seven days of date of the same in advance of the supply of Goods or provision of Services in cleared funds.
- 4.2 For monthly support contracts as detailed in the Services, the monthly fee shall be payable in advance on a rolling basis until termination in accordance with clause 6.
- 4.3 In respect of any additional Services, the Client shall pay to the Company the amount of the Basic Charges without deduction or set off at the time of order by the Client to the Company.
- 4.4 For all other invoices issued by the Company where credit terms are agreed in advance, the Client shall discharge in cleared funds all invoices submitted by the Company for any Disbursement or the Services carried out at the Client's request within seven days of issue of the same.
- 4.5 The Company has the right to charge interest at a rate of 10% per annum above the base rate for the time being of Barclays Bank Plc on all outstanding sums due to the Company under any invoice or part thereof or otherwise.
- 4.6 Any payments made by cheque shall not be deemed to have been made until the cheque has been honoured by the drawer's bank and cleared in the Company's bank account.
- 4.7 Failure to pay the price for any Services or goods supplied or any part of the price or any monies payable by the Client to the Company in accordance with these Conditions will entitle the Company without prejudice to the Company's other rights or remedies to refuse to make delivery of any further Goods and/or Services under this Agreement or under any other agreement without incurring any liability whatsoever to the Client.
- 4.8 Payments received by the Company shall be applied first in settlement to any charge to interest or other cost or expense howsoever invoiced or incurred by the Company and thereafter in settling the purchase price or principal sum(s) due to the Company.
- 4.9 VAT or such other similar governmental tax or imposition at the applicable rate will be applied for all work carried out and will be paid in addition to the Charges as set out in the Schedule or any Fee Agreement or other written notification given by the Company.
- 4.10 Any quotation issued by the Company is based on the cost then obtaining of materials, labour, transport and/or other charges and such price(s) quoted are subject to a fair adjustment reflecting changes in the cost of the same incurred by the Company during the period between quotation and delivery of the goods and/or Services and the Company reserves the right to make additional charges for the same.
- 4.11 All Goods shall remain the property of the Company until paid for in full.
5. Liability & Insurance
- 5.1 Save in respect of claims for death or personal injury arising from the Company's own negligence, in no event shall the Company be liable for any liability whatsoever including without prejudice to the foregoing any loss of data, lost profits, loss of anticipated savings, loss of business, loss of enjoyment, nor for any other damage that is an indirect or of a secondary consequence of any act or omission of the Company whether such damage was reasonably foreseeable or actually foreseen.
- 5.2 Save in respect of claims for death or personal injury, the Company shall not be liable for any loss or damage whatsoever suffered by the Client arising out of or in connection with any breach of this

- Agreement by the Client or any act, misrepresentation or omission made on or on behalf of the Client or arising from any cause beyond the Company's reasonable control.
- 5.3 Without prejudice to the foregoing save in the case of personal injury or death the Company shall have a maximum liability to the Client under this Agreement or otherwise for any cause whatsoever (whether in the form of additional costs of remedial services or otherwise) for only direct costs and damages and in any event such sum will be limited to a sum equivalent to the price to be paid to the Company for the Services that are the subject of the Client's claim.
- 5.4 All products, information, documents, software, advice, information and other Services provided by the Company and its sub-contractors are provided without warranty of any kind either express or implied including but no limited to implied warranties of merchant ability, fitness for a particular purchase or other infringement and the Company assumes no responsibilities for any errors, omissions or other inadequacies in the services provided whatsoever. The client accepts that it has read and understood this particular clause having had it brought to their specific attention and agrees to the same.
- 5.5 The Client agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with this Agreement and that the Basic Charges have been calculated on the basis of these limitations and exclusions in this Clause and that the limitations contained in this Clause 5 are reasonable in the light of all the circumstances particularly in respect of the size and nature of the Company compared to the size and nature of the Client and his ability to obtain insurance and the Client agrees that he will effect such insurance as is suitable having regard to his particular circumstances and this Clause in these Terms & Conditions. In particular, it is advised that pursuant to Clause 8 that Cyber Attack insurance is maintained for the benefit of the Client and any affected third party at all times during the term of this Agreement.
- 5.6 The Client's statutory rights as a consumer (if any) are not affected. All liability that is not expressly assumed in this Agreement is excluded.
- 5.7 These limitations in clauses 5.1 to 5.6 will apply regardless to the form of action, whether under statute, in contract or tort, including negligence or any other form of action. For the purpose of this Clause 5 the Company includes its employees, sub-contractors and suppliers who shall all have the benefit of the limits and exclusions of the liabilities set out above in terms of the Contracts (Rights of Third Parties) Act (1999) provided that nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentations, personal injury or death.
6. Term & Termination
- 6.1 These Terms & Conditions of Business shall continue in force until completion of the Services unless the Agreement is terminated in accordance with any of the provisions of this Clause 6.
- 6.2 Either party shall be entitled to terminate this Agreement forthwith at any time by written notice to the other party if:
- 6.2.1 the other party commits a material breach of any of the Terms of this Agreement and if the breach is capable of remedy fails to remedy the said breach within seven days after receipt of notice in writing to do so; or
- 6.2.2 the other party becomes subject to an Administration Order, a Receiver or Administrative Receiver or similar appointment or if an encumbrancer takes possession of any of the other party's property or assets or if any other party enters into an agreement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent within the meaning of the Insolvency Act 1986 or ceases to be able to pay its debts as they fall due.
- 6.3 Either party may terminate this Agreement at any time by twenty eight days' notice in writing to the other Party.
- 6.4 Where Termination is occasioned by the Company the Company is not required to give reasons and will not be liable for any liability whatsoever occasioned by the Client in respect thereof however arising.
- 6.4 Termination of this Agreement and these Terms & Conditions howsoever occasioned shall be without prejudice to any of the rights or remedies of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to continue in force on or after such termination.
- 6.5 As soon as is practicable after termination of this Agreement, the Company shall return to the Client all property, materials, documentation or any confidential information it has belonging to the Client save that the Company's Lien in respect of unpaid fees or charges arising under these Terms & Conditions or any Fee Agreement of whatever nature shall remain in place and such property shall remain in the possession of the Company until such time as payment is made in full.
7. Confidentiality
- 7.1 "Confidential Information" shall mean all information disclosed by one party to the other including without limitation in any written document disclosed to or obtained by one party from the other or a third party and shall include but shall not be limited to information of any products, prices, charges, Fee Agreement, these Terms & Conditions of Business, financial matters, prices or rates and any document appended thereto and all information relating to the parties' operations, processes, plans, intentions, products, information, know-how, designs, trade secrets, software, market opportunities, customers and business affairs.
- 7.2 Each party will take all proper steps to keep confidential all confidential information of the other which is disclosed to or obtained by it pursuant to these Terms and/or any Fee Agreement and will not divulge the same to any third party except to the extent that such confidential information becomes public through no fault of that party.
- 7.3 Notwithstanding the termination or expiry of this Agreement for whatever reason these obligations and restrictions shall continue after termination of the said Agreement.
- 7.4 Each party agrees to keep the existence of and the nature of any Fee Agreement and the provisions of these Terms & Conditions confidential and not to use the same with any other party in any publicity, advertisement or other disclosure with regard to this Agreement or these Terms without the prior written consent of the other party.
- 7.6 Nothing in this Clause shall prevent the Company from exploiting any inventions or software or other product or service that it develops during the term of the Agreement with the Client.
- 7.7 The Client consents to the Company checking all customers details with fraud prevention agencies and sharing customer information with such fraud prevention agencies.
8. Indemnities
- 8.1 The Client shall indemnify the Company fully against any losses, liabilities, costs or expenses which the Company may incur as a result of any work done in accordance with the Client's express specifications which involves or results in any infringement of any Intellectual Property or other Rights, breach of any statute, bye-law or which in any other respect causes the Company to be liable to any third party or any government authority in respect of any breach of statutory duty, tort or breach of contract or such other claim incurred as a result of information or requests made by the Client to the Company.
- 8.2 The Client undertakes that it will indemnify the Company in respect of all proceedings, costs, expenses, liabilities or damage arising out of the breach or negligent performance or failing of performance by the Client of the terms of these Terms & Conditions or any Fee Agreement or any letter of engagement or in respect of any act or omission of the Client, its officers, employees, agents or sub-contractors.
- 8.3 The Client shall indemnify the Company in respect of all proceedings, costs, expenses, liabilities or damage arising out of a Cyber Attack which originates with the Client either directly or indirectly.
- 8.4 No provision in these Terms & Conditions shall operate so as to exclude any liability of any of the parties in respect of a fraudulent misrepresentation made by that party to the other or to restrict or exclude any remedy which the other party may have in respect of such misrepresentation.

9. Agency Partnership
- 9.1 This Agreement shall not constitute or imply any partnership, joint venture, agency or fiduciary relationship or other relationship between the parties other than a contractual relationship expressly provided for in these Terms & Conditions.
10. Entire Agreement
- 10.1 These Terms & Conditions supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire Agreement between the parties relating to the subject matter of this Agreement and supersede or will replace any matters that conflict with these Terms & Conditions in any Fee Agreement Schedule or letter of engagement.
11. Force Majeure
- 11.1 Notwithstanding anything else contained in this Agreement, the Company shall not be liable for any delay in performing its obligations under this Agreement nor for any losses in respect thereof if such delay is caused by circumstances beyond its reasonable control.
- 11.2 Without prejudice to the generality of the previous Clause, causes beyond the reasonable control of the Company will include:
- 11.2.1 acts of God, explosion, flood, lightning, tempest, fire or accident;
- 11.2.2 war, hostilities, invasion, act of foreign enemies;
- 11.2.3 rebellion, revolution, insurrection, military or usurped power or civil war;
- 11.2.4 riots, civil commotion or disorder;
- 11.2.5 acts, restrictions, regulations, bye-laws, refusals to grant licences or permissions, prohibitions or measures of any kind on the part of any governmental authority;
- 11.2.6 import or export regulations or embargoes;
- 11.2.7 strike, lock-outs or other industrial actions or trade disputes of whatever nature whether or not involving employees of the Company or any third party;
- 11.2.8 default of suppliers or sub-contractors for any reason whatsoever where such delay is beyond the reasonable control of the Company;
- 11.2.9 incompleteness or inaccuracies of any technical, financial or other information or other information or obligations which are the responsibility of the Client or any other third party;
- 11.2.10 any failure, default, delay or non-performance of any act or omission of any nature whatsoever on the part of the Client, its employees, agents, suppliers or sub-contractors.
- 11.2.11 Any failure, default or delay by other suppliers including third party suppliers of electronic communication services to the Company or the Client.
12. Notices
- 12.1 All notices under these Terms & Conditions or under any Fee Agreement shall be in writing and shall be deemed to have been duly given:
- 12.1.1 when delivered if delivered by hand during normal business hours;
- 12.1.2 when sent if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
- 12.1.3 on the second business day following mailing if mailed by national ordinary first class mail postage pre-paid.
- 12.1.4 In each case, all notices must be addressed to the most recent address, e-mail address or facsimile number notified to the other party.
13. Severance
- 13.1 If any provision of these Terms & Conditions is prohibited by law or adjudged by a Court of competent jurisdiction to be illegal, unlawful, void or unenforceable in whole or in part then the provision shall to the extent required be severed from these Terms & Conditions and be rendered ineffective as far as possible without modifying the remaining provisions of these Terms & Conditions and shall not in any way affect any of the circumstances of or the validity of or the enforcement of the other Terms & Conditions contained herein.
- 13.2 The Client and the Company agree that should any provision of these Terms & Conditions be invalid or unenforceable then they shall forthwith enter into in good faith negotiations to amend such provision in such a way that as amended it is valid and legal and to the maximum extent possible carries out the original intent of the parties as to the point(s) in question.
14. Waiver
- 14.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under these Terms & Conditions.
15. Time
- 15.1 The Company will use its reasonable endeavours to achieve completion of the Services in accordance with the time specified in any agreement, letter or otherwise sent to the client but each date appearing in any such agreement, letter or schedule is to be treated as an estimate only and time shall not be of the essence in respect of any aspect of the Services.
- 15.2 Time shall be of the essence in respect of any payment terms in these Conditions.
16. Sub-Contracting
- 16.1 The Company may perform any or all of its obligations under these Terms and Conditions any any and all part of the Services through agents or sub-contractors.
17. Third Parties
- 17.1 Except where expressly set out in these Terms & Conditions, the parties do not intend to confer any rights to any third parties by virtue of these Terms & Conditions or any other agreement and accordingly to that extent the Contract (Rights of Third Parties) Act (1999) shall not apply to this Agreement.
18. Data Protection
- 18.1 The Controller will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 18, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.3 Without prejudice to the generality of clause 18.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.
- 18.4 Without prejudice to the generality of clause 18.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement: process that Personal Data in accordance with the and the Company's Privacy Notice unless the Company is required by Applicable Laws to otherwise process that Personal Data. Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
- 18.4.1 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can

- be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 18.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 18.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- i) the Client or the Company has provided appropriate safeguards in relation to the transfer in accordance with Chapter 5;
 - ii) the data subject has enforceable rights and effective legal remedies in the jurisdiction;
 - iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred including but not limited to binding corporate rules or model contract clauses; and
 - (iv) the Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - (v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; or
 - (vi) where there is an exemption from the eighth principle that can be relied on.
- 18.4.5 notify the Client without undue delay on becoming aware of a Personal Data breach;
- 18.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 18.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 18.
19. Law & Jurisdiction
- 19.1 This Agreement and any disputes in respect of the same shall be governed and construed in accordance with the laws of England and Wales.
20. General
- 20.1 In this Agreement, unless the context otherwise requires:
- 20.1.1 words importing the singular number includes the plural number and vice versa;
- 20.1.2 words importing persons include firms, companies, corporations and vice versa;
- 20.1.3 references to numbered clauses and schedules are reference to the relevant clause or schedule to these Terms & Conditions.
- 20.1.4 the headings of any clause and paragraph in these Terms & Conditions shall not affect their interpretation.
- 20.1.5 any reference to any enactment include reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment.
- 20.1.6 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.
- 20.1.7 any party who agrees to do something shall be deemed to fulfil that obligation if that party procures that it is done.
- 20.1.8 in the case of conflict or ambiguity between any provision contained in the body of these Terms & Conditions and any provision contained in any schedule, letter of engagement, Fee Agreement or other letter from the Company to the Client the provision in the body of these Terms and Conditions shall take precedence.
- 20.1.9 nothing in these Conditions shall exclude or restrict the statutory rights of the Client who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977 as amended.
- 20.1.10 no change, alteration or modification to these Terms & Conditions or any Agreement shall be valid unless in writing and signed by duly authorised representatives of both parties.