

## Terms and Conditions for the Supply of Goods and Services

### 1. INTERPRETATION

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

#### 1.1 DEFINITIONS:

**Business Day** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

**Business Hours** means the hours from 09:00 until 18:00 on each Business Day;

**Commencement Date** has the meaning given in Clause 2.2;

**Conditions** means these terms and conditions as amended from time to time in accordance with Clause 16.8;

**Contract** means the contract between the Supplier and the Customer for the supply of Goods and/or Services, consisting of the Order, these Conditions, and any other terms, conditions or documents which the Customer and Supplier agree in writing shall form part of the Contract;

**Control** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

**Controller** has the same meaning given to it in Data Protection Law;

**Customer** means the person or firm who purchases the Goods and/or Services from the Supplier;

**Data Subject** means an individual who is the subject of Personal Data;

**Data Protection Law** means the GDPR, the Data Protection Act 2018, and laws which implement either of the forgoing, and any laws that replace, extend, re-enact, consolidate or amend any of the forgoing;

**Force Majeure Event** has the meaning given to it in Clause 15;

**GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679;**

**Goods** means the mobile device or devices to be provided by the Supplier to the Customer for the purpose of operating the Services as part of the Contract (or as otherwise specified in the Order);

**Intellectual Property Rights** means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

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**Order** means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form;

**Personal Data** has the meaning set out in Data Protection Law and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing services under the Contract;

**Personal Data Breach** has the meaning set out in Data Protection Law;

**Processor, Processing and Process** have the meaning set out in Data Protection Law;

**Service Levels** means those service levels set out in the schedule to these Conditions;

**Services** means the cloud-based management services supplied by the Supplier to the Customer and as specified in the Order;

**Supplier** means MAS TECHNICAЕ GROUP (INTERNATIONAL) LIMITED, a company registered in England and Wales with company number 07904826 and whose registered office is at Bolney Place, Cowfold Road, Bolney, Haywards Heath, West Sussex RH17 5QT;

**Term** means a period of 12 months from the Commencement Date;

## 1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email (but not fax).

## 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier on the date of the first invoice at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Where any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or

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descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them they shall not form part of the Contract or have any contractual force – such as a branded example.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3. GOODS**

- 3.1 The Goods are described in the Order.
- 3.2 The Goods shall remain the property of the Supplier unless otherwise agreed in writing between the parties.
- 3.3 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Customer's use of the Goods. This Clause 3.3 shall survive termination of the Contract for a period of Five (5) Years.
- 3.4 The Supplier reserves the right to amend the Goods if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event within 28 days of such amendment.

### **4. DELIVERY OF GOODS**

- 4.1 The Supplier shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - (b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may

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agree at any time after the Supplier notifies the Customer that the Goods are ready.

- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods to the location specified in the Order.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If after Seven Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

## **5. TITLE AND RISK**

- 5.1 The risk in the Goods shall pass to the Customer on delivery of the Goods pursuant to the Contract.
- 5.2 Title to the Goods shall not pass to the Customer unless otherwise agreed.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - (d) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 13.2(b) to Clause 13.2(d); and
  - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Clause 13.2(b) to Clause 13.2(d), then, without limiting any other right or remedy the Supplier may have, then the Supplier may during Office Hours, and following a legal process, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **6. SUPPLY OF SERVICES**

- 6.1 The Supplier shall supply the Services to the Customer in all material respects as specified in the Order and in accordance with the Service Levels.
- 6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the

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Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

#### 6.4 **Support Services**

The Supplier shall provide support to the Customer in relation to the Services up to 5 hours from receiving the request for support, within the Supplier's Business Hours.

### 7. **CUSTOMER'S OBLIGATIONS**

7.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services as required by the Supplier;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities within the Customer's business hours and as agreed between the Customer and the Supplier, as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) comply with any additional obligations as may be set out in the Order;
- (g) Ensure any equipment supplied by the supplier as part of the contract has the necessary insurance; and
- (h) not infringe any of the Supplier's intellectual property rights.

7.2 The Customer agrees that in the event it or its staff loses or damages the Goods, the Customer is responsible for the cost of replacing the Goods, such replacement Goods to at all times be purchased through the Supplier.

7.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of

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any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 7.3; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **8. CHARGES AND PAYMENT**

8.1 The price for Goods (which include the Services) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the order.

8.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

- 8.3.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
- 8.3.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

8.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer monthly in arrear or as otherwise specified in the Order.

8.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) Within 15 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without

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limiting the Supplier's remedies under Clause 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

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

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

9.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

## 10. DATA PROTECTION AND DATA PROCESSING

10.1 The parties agree that, in respect of the Processing of Personal Data, the Customer shall be the Controller and the Supplier shall be the Processor.

10.2 Each party shall comply with Data Protection Law and its relevant obligations under this clause 10. The Processing of Personal Data to be carried out by the Supplier under this clause 10 will comprise the Processing set out in the Data Protection Addendum as updated from time to time by written agreement of the parties.

10.3 The Customer shall ensure all instructions given by it to the Supplier in respect of Personal Data (including the terms of this Contract) shall at all times be in accordance with Data Protection Law.

10.4 The Supplier shall:

10.4.1 only Process (and shall ensure Supplier Personnel only Process) the Personal Data in accordance with this Contract (and not otherwise unless alternative Processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before Processing, unless applicable law prevents it doing so on important grounds of public interest); and

10.4.2 without prejudice to clause 10.3, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Law it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

10.5 The Supplier shall implement and maintain, at its reasonable cost and expense, appropriate technical and organisational measures in relation to the Processing of Personal Data by the Supplier such that the Processing will:

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- 10.5.1 meet the requirements of Data Protection Law and ensure the protection of the rights of Data Subjects; and
- 10.5.2 so as to ensure a level of security in respect of Personal Data processed by it is appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.
- 10.6 The Supplier shall not engage another Processor to perform specific Processing activities in respect of the Personal Data without the Customer's authorisation (such authorisation not to be unreasonably withheld, conditioned or delayed), provided that the Customer authorises the appointment of any of the Supplier's Group or any supplier engaged by the Supplier in the ordinary course of providing the Services. The Supplier shall appoint each sub-Processor under a binding written contract ("**Processor Contract**") which imposes substantially the same data protection obligations as are contained in this clause 10. Where the Customer has concerns about the sub-Processor's compliance with Data Protection Law or the Processor Contract, the Supplier shall discuss these concerns with the Customer and use its reasonable endeavours to resolve them. The Supplier shall remain fully liable to the Customer under this Contract for all the acts and omissions of each sub-Processor as if they were its own.
- 10.7 The Supplier shall, in accordance with Data Protection Law, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 10 and to demonstrate compliance with the obligations on each party imposed by Data Protection Law and allow for and contribute to audits, including inspections, by the Customer for this purpose (subject to a maximum of one audit request during the Term of this Contract).
- 10.8 The Supplier shall not Process and/or transfer, or otherwise directly or indirectly disclose, any Personal Data in or to countries outside the European Economic Area or to any international organisation without the prior written consent of the Customer. The supplier agrees to Process Data in Amazon Web Services UK locations.
- 10.9 The Supplier shall notify the Customer without undue delay and in writing, within 72 hours on becoming aware of any Personal Data Breach in respect of any Personal Data.
- 10.10 On the end of the provision of the Services relating to the Processing of Personal Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Personal Data to the Customer or securely dispose of the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Personal Data. This clause 10 shall survive termination or expiry of this Contract.
- 10.11 Subject to clause 10.10, the supplier agrees to delete any customer data within 3 months of the end of the provision of service.



**11. CONFIDENTIALITY**

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

**12. LIMITATION OF LIABILITY**

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (e) defective products under the Consumer Protection Act 1987.
- 12.2 Subject to Clause 12.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;

- (f) breach of Personal Data caused by third parties;
- (g) loss of or damage to goodwill;
- (h) any indirect or consequential loss; and
- (i) the Customer's use of the Goods.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by section 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This Clause 12 shall survive termination of the Contract.

### **13. TERM AND TERMINATION**

13.1 The minimum duration of the Contract shall be the Term.

13.2 The Contract will be deemed to have renewed for an additional term of 12 months if the Customer does not give the Supplier 30 days' written notice of its wish to terminate the Contract.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract at any time by giving the Customer 90 days notice.

13.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (e) the Customer fails to pay any amount due under the Contract within a period of 45 days after

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the due date for payment. The supplier agrees to give a 15-day notice period for cancellation;  
or

- (f) there is a change of Control of the Customer.

13.6 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Clause 13.2(b) to Clause 13.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

#### **14. CONSEQUENCES OF TERMINATION**

14.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises, with 4 working hours notice, during the customers opening hours and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

#### **15. FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **16. GENERAL**

##### **16.1 Assignment and other dealings**

16.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract whereby these

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rights do not affect those of the Customer. Any modification of Rights that affect the customer the Supplier agrees to consult with the Customer.

16.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

16.2 **Notices**

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be:

- (a) in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (CareLineLive C/O MAS Group, The Business Park, Maydwell Avenue, Slinfold, RH13 0AS); or  
sent by email to [josh.hough@mas-group.co.uk](mailto:josh.hough@mas-group.co.uk).

16.2.2 Any notice or other communication shall be deemed to have been received if:

- (a) delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or,
- (c) (if sent by fax or email), at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.3 **Severance**

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

16.4 **Waiver**

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

16.5 **No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any

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commitments for or on behalf of the other party.

#### 16.6 **Entire agreement**

16.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

16.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement or assurance (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

16.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

#### 16.7 **Rights of third parties**

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

#### 16.8 **Variation**

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

#### 16.9 **Governing law and jurisdiction**

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

16.9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

CareLineLive

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### **Data Protection Addendum**

Processing of the Personal Data by the Supplier under this Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Data Protection Addendum.

**1. SUBJECT-MATTER OF PROCESSING:**

The provision of services under the Contract between the Data Processor and the Data Controller.

**2. DURATION OF THE PROCESSING:**

As specified in the Contract and on the Order.

**3. NATURE AND PURPOSE OF THE PROCESSING:**

In order to provide the services under the Contract.

**4. TYPE OF PERSONAL DATA:**

Names, addresses, telephone numbers, gender, date of birth, religion, ethnicity, medical information.

**5. CATEGORIES OF DATA SUBJECTS:**

The Data Controller's employees, the Data Controller's customers and the Data Controller's customers' family members.

**6. SPECIFIC PROCESSING INSTRUCTIONS**

None.

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**Service Levels Schedule**

Service	Agreed Service Level
Phone Contract (Vodafone or O2)	<ul style="list-style-type: none"> <li>• unlimited calls to UK landlines, unlimited texts, unlimited data subject to fair usage policy of 1.5 gigabytes per carer.</li> <li>• The Supplier will notify the Customer if continuous usage over 1.5 gigabytes occurs.</li> <li>• If usage exceeds 5 gigabytes for two or more consecutive months, an excessive usage fee of £2.50 per gigabyte shall be charged.</li> <li>• Any form of personal internet use including all social media is not covered and is excluded from the service. The Supplier shall reserve the right to charge for data used in this manner.</li> </ul>