



Proactive Networking Ltd
Terms of business.

Version 8

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Basics

All contracts between the Client and Proactive Networking Ltd are bound by these Terms of business. These Terms may be updated at any time and a copy can be downloaded from www.proactive-networking.co.uk.

In the event of conflict, between these Terms and Conditions and any other terms and conditions (of the customer or otherwise), the former shall prevail unless expressly otherwise agreed by the provider in writing.

Variation and Amendments

If the Customer wishes to vary any details of this terms of business it must notify the Provider in writing as soon as is reasonably possible. The Provider shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Customer.

If, due to circumstances beyond the Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. The Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original arrangements as is reasonably possible in the circumstances.

Hardware

A.1 If **hardware is supplied by Proactive Networking Ltd**, the hardware warranty is covered for the period of one year irrespective of support contract(s).

No Support Contract

A.2 if no support contract is purchased from Proactive Networking Ltd, then the hardware (beyond one year) and software of the associated customer will be the responsibility of the customer. All support and diagnostics thereafter will be charged at the standard rate.

A.3 Support contracts will be defined as to what they cover exactly, i.e. number of computers, or servers.

Licensing

A.4 Customers are responsible for the licensing and storage of software, Proactive Networking Ltd will source on request software.

A.4b Pre-existing software needs be licensed for Proactive Networking Ltd to install. If software is not licensed, Proactive Networking Ltd will assume no responsibility and the associated customer is liable.

Remote Support

A.5 Irrespective of support contract, remote support will be initiated within two hours of first support request.

Onsite Support

A.6 If the problem cannot be resolved as per A.5 then an onsite visit maybe required. If this is so, the site visit will be enacted within 6 hours of A.5 being completed.

A.7 All hardware is covered under warranty for a period of one year unless specified otherwise. Should the manufacturer's warranty exceed the period of one year, the provider will automatically extend it's warranty to match the duration of the manufacturer's warranty .

A.8a Software is not covered under any warranty and can only be covered by a support **contract**.

Servers

A.8b All servers purchased must be accompanied by a support contract for the minimum period of one year.

A.9 All support contracts cannot be cancelled within the first year.

A.10 **Third Party Interference** - Any alterations, modifications, or repairs to Hardware or software by third-party providers without the Provider's prior written consent shall be deemed a material breach and voids all support contracts and the remaining financial amount for that contractual year will become due.

A.10a Sub-Contracting and Assignment

Subject to the provisions of Data processing at Annex A, the Provider may sub-contract to third parties all or any part of the Services to be carried out under the Agreement.

The Customer shall not assign to a third party any or all of its rights or obligations under the Agreement without the prior written consent of the Provider.

Payment

A.11.a Payments made by Standing Order must clear on the agreed date.

A.11.b If a standing order is cancelled accidentally or otherwise a new standing order must be created and the failed payment must clear within 7 days after the non-payment of the standing order, unless otherwise agreed.

A.11.c.i If payment does not clear within 10 days Proactive Networking Ltd reserve the right to suspend.

A.11.d Proactive Networking Ltd payment options are:

Monthly via standing order or

Quarterly invoicing (unless otherwise agreed).

Please note that quarterly payments must clear before the quarter begins to guarantee continuation of services.

Proactive Networking Ltd reserves the right to suspend services if payment has not been received.

Cancellation

A.12a All support contracts have a 3-month cancellation period.

A.12b All support contracts are annual unless otherwise agreed. A contract would therefore need to be cancelled 3 months before the contractual year ends (month 9 of the contractual year).

A.12b.i If for example the cancellation is requested on month 11, to complete the 3 month cancellation period, 2 additional months would be added to the contract ((annual contract total / 12)) X 2).

A.12b.ii If a two year contract is agreed, cancellation would need to be requested month 21.

A.12c If a cancellation is requested within the first year, three months cancellation period will be necessary and the remainder of the annual contract amount. Unless agreed by Proactive Networking Ltd.

A.12c.i For example if a cancellation has been requested month 6, the contract will continue for 3 months (month 9) and the final payment would need to include payments for months 9 -12, therefore completing the one year contract.

Domain Hosting

Payment

C.1 All domains are charged annually. If cancellation is requested no refund will be supplied for the period remaining.

Cancellation

C.2 A cancellation period of 3 months is required and a fee may apply.

Support

C.3 Support for domains includes: MX records, DNS, A Records and FTP access.

Responsibility

C.4 The customer is fully responsible for all website content.

Network Software Support Contract

Includes

The Network Software Support Contract covers all networks, software's and devices installed and agreed by Proactive Networking Ltd. If hardware that is provided by Proactive Networking Ltd or hardware agreed upon fails during the year of hardware warranty Proactive Networking Ltd will reinstall the hardware under the network agreement.

Does Not Include

It does not cover, software's, devices and hardware's installed by the customer or a third party other than Proactive Networking Ltd.

Printers are not covered. Proactive Networking Ltd will supply and install printers.

If the customer wishes to upgrade or purchase new hardware or software; installation is not included in the support contract. However if supplied and fitted by Proactive Networking Ltd hereafter will be covered.

Network Hardware Support Contract

Includes

Hardware purchased has a manufacturer's warranty of 1 to 3 years. This will be disclosed at purchase from Proactive Networking Ltd. All hardware has a warranty period. However Proactive Networking Ltd offers a further warranty for hardware once manufactures' has expired. This is based on the hardware age, condition and whether purchased from Proactive Networking Ltd. A Proactive Networking Ltd engineer person will inspect hardware.

Does Not Include

Beyond the first year Proactive Networking cannot support:

- Printers
- Photocopiers
- Scanners
- Keyboard
- Mice

And other peripherals which Proactive Networking ltd deems to have no value.

Detailed

Definitions

1.1. Scope: This document defines the general terms (and provides additional explanation to clarify and amplify those terms) that shall apply to all agreements and retainer contracts involving Proactive Networking Ltd Consultancy Services. These clauses are incorporated into and form an integral part of our contract.

1.2. The parties: Proactive Networking Ltd is the party with whom a contract of supply exists.

Statement of Professional Standards

2.1. Proactive Networking Ltd will conduct its business in accordance with the professional standards laid down by the Code of Professional Conduct of the Institute of Management Consultants (UK).

2.2. In particular, we will abide by Principles 1 & 2 of the Code regarding 'high standards of service to the client' and 'independence, objectivity and integrity.'

Provider's Obligation

3.1 With effect from the Commencement Date until any termination under Clause [insert clause no.] the Provider shall, in consideration of the Fees being paid in accordance with the terms of payment, provide the Services expressly identified in the Specification of Services Schedule, or otherwise agreed under these Terms and Conditions.

3.2 The Provider will use reasonable care and skill to perform the Services identified in the Specification of Services Schedule or otherwise agreed under these Terms and Conditions.

3.3 The Provider will, subject to the customers obligations (clauses 3.9-3.14), use reasonable endeavours to maintain the functionality of any Software which may be installed or otherwise operative on the Customer's Equipment and undertakes to re-install any Software which may have been corrupted or otherwise made unavailable due to hardware failure and to render such technical assistance as may be necessary to secure the satisfactory operation of the Equipment and Software.

3.4 Upon receipt of the Customer's request for support or rectification of a defect, the Provider shall (subject to its then current commitments) normally begin work on such support or defect not later than within 2 hours for remote support and within 6 hours for onsite support thereafter and shall carry out all Services during Working Hours until all required work is completed to the reasonable satisfaction of the Customer.

3.5 The Provider will not guarantee the performance of any Software which the Provider has undertaken to re-install under sub-Clause 3.3.

3.6 The Provider shall use all reasonable endeavours to complete its obligations under the Specification of Services Schedule. The Parties agree that time will not be of the essence in the performance of these obligations.

3.7 In certain situations following initial response / investigation, extenuating services may be required, which could extend the standard response times. These services include complex troubleshooting, extensive hardware repairs, or the need for specialised parts that are not readily available. Additionally, if the issue involves third-party vendors or requires coordination with multiple departments, the resolution time may be extended.

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3.8 Extenuating services may also be required due to external factors such as severe weather conditions, strikes, or 'acts of God'. These unforeseen events can disrupt normal operations and extend the standard response times. Proactive Networking Ltd is committed to providing timely support and will communicate any expected delays to ensure transparency and manage client expectations effectively. We strive to minimise the impact of these external factors on our service delivery and work diligently to restore normal operations as quickly as possible.

Customers Obligations

- 3.9 The Customer shall:
- 3.10 allow the Provider access to the Equipment and all relevant Software for investigation purposes;
- 3.11 provide adequate working space and facilities for the Provider's staff; and
- 3.12 co-operate with them in the diagnosis of any defect or malfunction in the Equipment or Software.
- 3.13 The Customer shall allow the Provider the use of any Equipment, computer systems, peripherals or other hardware necessary to enable it to provide the Services and shall be responsible for procuring, installing and maintaining all communications media not supplied by the Provider.
- 3.14 The Customer will not allow any changes or modifications to the Software to be made by any party other than those changes or modifications authorised by, and notified to, the Provider. If such changes or modifications are carried out without such authorisation and appropriate notification, the Provider reserves the right to review these Terms and Conditions and make adjustments accordingly.
- 3.15 The Customer will make freely available to the Provider all documentation associated with the Equipment, working documents, original Software installation media, current data backups, Equipment and any other relevant hardware for the efficient maintenance of the Equipment and the Software.
- 3.16 The Customer shall create regular data backups in such a manner as to minimise any potential data loss and to ensure that these are made available to the Provider as required.
- 3.17 The Customer shall take all reasonable precautions to ensure the safety and health of the Provider's personnel while such personnel are at the Customer's premises.

Confidentiality

4.1 During the term of the Agreement and after termination of the Agreement for any reason for a period of 3 years starting on termination of the agreement, the following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').

- i. Subject to sub-Clause ii a.-c. the Receiving Party:
 - a. may not use any Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations under the Agreement;
 - b. may not disclose any Confidential Information of the Disclosing Party to any person except with the prior written consent of the Disclosing Party; and
 - c. shall make every effort to prevent the use or disclosure of the Confidential Information of the Disclosing Party.
- ii. The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information of the Disclosing Party that:

- a. is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;
 - b. is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - c. is required to be disclosed by any applicable law or regulation;
 - d. is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect of it and who imposes no obligations of confidence upon the Receiving Party.
- iii. Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.
 - iv. ed to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.
 - v. The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.

Liability

5.1 The Customer shall indemnify the Provider against all damages, costs, claims and expenses suffered by the Provider arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.

5.2 The Provider will indemnify the Customer for personal injury or death caused by the Provider's negligence in connection with the performance by the Service Provider of the Services.

5.3 The Provider will indemnify the Customer for direct damage to tangible property caused by the Provider's negligence in connection with the performance of the Services.

5.4 In no event will the Provider be liable by reason of any breach by it of any of these Terms and Conditions or breach by it of any implied warranty, condition or other term of the Agreement, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:

- a) loss of or damage to data;
- b) loss of use of data;
- c) loss of use of any hardware or software;
- d) interruption to business;
- e) loss of income or revenue, ;
- f) loss of profit, contracts, business, business opportunity, or goodwill; loss of anticipated savings; or
- g) any indirect, special or consequential loss, damage, costs, expenses or other claims, whether or not the same were reasonably foreseeable or actually foreseen

arising from any act or omission of the Provider in connection with the performance of its obligations under the Agreement.

5.5 Except as provided above in the case of personal injury, death and damage to tangible property, and below as to fraud or fraudulent misrepresentation, the Provider's maximum liability to the Customer under the Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be limited to a sum equivalent to the price paid up until the point of claim to the Provider for the Services that are the subject of the Customer's claim, plus damages limited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Customer in obtaining alternative products and/or services

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- 5.7 imited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Customer in obtaining alternative products and/or services
- 5.8 The Parties acknowledge and agree that the limitations contained in this Clause 5 are reasonable in the light of all the circumstances.
- 5.9 These limitations shall apply cumulatively, and shall apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action.
- 5.10 Nothing in these Terms and Conditions is intended to or will exclude or limit the Provider's liability for death or personal injury caused by the Provider's negligence, or for fraud or fraudulent misrepresentation by the Provider.
- 5.11 For the purposes of this clause, the 'Provider' includes its employees, sub-contractors and suppliers.
- 5.12 The employees, sub-contractors and suppliers of the Provider shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

Conflict of Interest

6.1. Proactive Networking Ltd will decline any third party contract that would create a conflict of interest with the client's previously agreed instructions. Where such a conflict only becomes apparent after our agreement to act for the third party we will invoke Clauses 6.2 and 6.3 in respect of their contract.

6.2. Proactive Networking Ltd warrants to bring to the attention of the client any conflict of interest that may arise between the client's instructions and the terms under which Proactive Networking Ltd is acting, or has acted, for another client at the time that it becomes apparent to Proactive Networking Ltd officers (where such third party instructions were received prior to the client's instructions). The client will then be free to vary his contract with Proactive Networking Ltd in the light of this revelation to the extent that it is affected by the potential conflict of interest. Such a declaration by Proactive Networking Ltd will be general in nature, so as not to prejudice the confidentiality with the third party.

6.3. Proactive Networking Ltd will have the right to resign its contract in such circumstances if, in its judgement, it is unable to proceed with the contract and maintain its fiduciary duty. Proactive Networking Ltd shall receive payment in full for hours worked and expenses incurred to the date of disclosure, including all due contract stage payments but not including any entitlement to pro-rata payment for any amounts payable on completion such as performance fees or terminal payments.

Rights of Ownership

7.1. Proactive Networking Ltd warrants that all personnel, whether full-time employees or not, will be employed on terms that protect the Clients intellectual property rights.

7.2. Notwithstanding any payments received from the client, all rights of ownership to all materials prepared by Proactive Networking Ltd, whether written or not, shall remain the property of Proactive Networking Ltd - copyright and distribution rights are reserved by Proactive Networking Ltd at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between Proactive Networking Ltd and the client explicitly so provides or where the material is so endorsed by Proactive Networking Ltd.

7.3. Proactive Networking Ltd however grants the right, without prejudice to its position under the previous paragraph, to the client to copy freely any material provided by Proactive Networking Ltd as part of work wholly commissioned by the client provided that distribution of these copies is exclusively within the client's particular organisation.

7.4. This clause shall apply to all reports, including the final client report, and all presentation materials. It shall also apply to any audio or videotaping of any presentations made by Proactive Networking Ltd for the client. In addition, it applies to all training materials used to support Proactive Networking Ltd training sessions.

7.5. The right to distribute copies of Proactive Networking Ltd material internally within the Client's organisation does not extend to multi-client and off-the-shelf market research reports which have been

bought from Proactive Networking Ltd. Additional copies of such reports for internal distribution are available, at the time of purchase or later, at greatly reduced cost.

7.6. The client's interests in respect of this clause and any materials provided by the client to Proactive Networking Ltd are protected by Proactive Networking Ltd's blanket confidentiality commitment in respect of the dissemination of any and all materials related specifically to the client's affairs outlined in Clause 4 above.

Time Basis for Contracts

8.1. Where applicable, activity time is calculated inclusive of travel time from the prior non-client activity (such as from the consultant's home, office, or third party premises).

8.2. The unit of activity is normally the Day, except where otherwise agreed in advance.

8.3. Activity time includes all office time spent acting for the client.

8.4. Where the unit of activity is by the hour, all travel, office, administrative, preparatory, production and telephone time in addition to actual client meetings and external interviews, are chargeable at the agreed hourly rate for the individual concerned.

8.5. Activity logs will be provided to clients upon request.

Expenses

9.1. Proactive Networking Ltd contracts with clients stipulate whether they are 'fixed price' (ie all expenses will be included within the pre-negotiated fee and not charged supplementary to the client) or 'fee plus expenses' - in which case expenses are levied in addition to our agreed fee. This section provides clarification of our standard policy on what expenses will be claimed and how.

We do not levy a fixed daily dislocation charge

9.3. In the case of 'net of expenses' contracts, Proactive Networking Ltd is hereby authorised to incur, without prior notice to the client, 'reasonable' travel expenses (as outlined below in Clause 9.8) in performing the client's instructions. The client agrees to re-imburse these in addition to the contract fee.

9.4. All expenses are payable for the total activity time (as defined in Clause 8 above): ie including travel to and from the client or travel to and from third parties on behalf of the client.

9.5. Invoices for expenses will normally be presented monthly. Proactive Networking Ltd may, at its sole discretion, choose exceptionally to present invoices more or less frequently, to reflect the level of expense incurred.

9.6. Expenses incurred in foreign currency will be billed at the actual exchange rate obtained (gross rates, including commission, handling charges etc, will be used) except where this rate is not immediately available, such as for some credit card charges, when either the last rate obtained or an estimated rate will be used at Proactive Networking Ltd's discretion.

9.7. Expenses are re-imbursable immediately and the client accepts that they are not subject to any credit terms or delayed payment clauses that may relate to some or all of our professional fee.

9.8. 'Reasonable' travel expenses are those generally applied within international corporations for their senior executives. They vary to reflect the different standards applied to business travel in various parts of the world. For illustrative purposes, they include, inter alia, Business Class international air travel and Economy (or 'coach') class internal flights, accommodation and incidental costs within an hotel suitable for international business affairs, all meals whilst acting on behalf of the client within an hotel's restaurant or an equivalent grade of individual premises, 1st class rail travel, taxis and car-hire costs for a mid-size or executive size vehicle as appropriate, entertainment costs for third-party contacts made on behalf of the client commensurate with obtaining the maximum value-for-money from the contact for the client. Where

appropriate to the circumstances, we reserve the right to vary the class of travel to meet the business need. The client so authorises.

9.9. Allowable expenses are charged to the client at the gross invoice value. Expenses will be charged inclusive of any sales taxes (or similar fiscal levies) where these are payable by us, whether or not we may be able to subsequently reclaim any part of these. VAT (and any other relevant tax) will be added to the invoice amount in line with current government legislation at the rate ruling at the time of invoice.

9.10. Any additional charge for incidental expenses such as telephone, fax, copies of client commissioned reports, and presentation materials would normally be waived, except where such costs represent a significant proportion of the project value; such basis to be agreed by the client in advance.

9.11. The client should note that travel fares are sometimes charged on the basis of travel to and from Proactive Networking Ltd premises, which may not be the actual journey made, as our consultants may be travelling from a location required for another client's business.

9.12. Proactive Networking Ltd employees are required to obtain receipts for expenses wherever practical. These are retained by Proactive Networking Ltd and are available for inspection by the client upon his request.

Fees

10.1. The remuneration structure agreed between the client and Proactive Networking Ltd may be based on a number of methods. These are a 'retainer', a 'fixed fee', a 'time based rate' (e.g. day rate, also known as a per diem fee, or an hourly rate), a 'success fee', and a 'brokerage' or 'finder's" fee'.

10.2. The client agrees to pay Proactive Networking Ltd according to the fee structure outlined in Proactive Networking Ltd's project proposal, as amended by subsequent written correspondence.

10.3. 'Retainer fee' shall be defined as a payment made to secure Proactive Networking Ltd's services for a fixed period of time. The retainer shall be automatically renewed except where either party gives the appropriate notice or is in breach of the contract or where otherwise defined in the specific terms of the contract.

10.4. Fixed fee contracts cover the performance of an agreed service as outlined in our Project Proposal for an agreed remuneration. Extra time incurred by Proactive Networking Ltd in the performance of the 'fixed fee' component of a contract shall be borne by Proactive Networking Ltd. The fee shall be fixed in the currency in which the quotation is made, regardless of exchange rate movement.

10.5. The 'daily rate' and 'hourly rate' shall be charged in accordance with the criteria defined in Clause 8.

Cancellation Rights

12.1. The contract shall be regarded as a whole unless there are break points within it agreed in advance or it is divided into stages or where it is subject to periodic renewal. Where no such division is agreed in advance and stipulated in the contract, the client shall be liable for the totality of the value of the contract - including all expenses incurred to the date of cancellation - whether or not the client wishes the work to be completed.

12.2. If a consultancy contract is expected to be for an extended period or to have phases contingent upon the results of earlier work, it will normally be divided into stages or subject to periodic renewal. Where such divisions apply, either party may choose not to continue the contract into the next phase without penalty (unless otherwise provided in the specific contract). Where such cancellation is by Proactive Networking Ltd the client shall be entitled to a refund of that proportion of any advance of fees that relate to the remaining part of the contract.

12.3. Annually renewed service contracts and retainers shall be renewed automatically for a further 12 months unless either party gives the other the minimum notice of termination set out in the individual contract or in the absence of such a provision 3-month notice.

12.7. In the event of cancellation, expenses incurred referred to in this Clause shall be interpreted as including all monies spent on behalf of the client plus all spending irrevocably committed to on the client's behalf by Proactive Networking Ltd up to the date of cancellation plus any cancellation charges that may be levied by third party suppliers as a result of the contract cancellation.

Termination

The Provider may terminate the Agreement forthwith if:

- a. the Customer is in breach of any of its obligations hereunder;
 - b. the Customer has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;
 - c. the Customer has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;
 - d. the Customer ceases or threatens to cease to carry on business; or
 - e. the Provider is delayed in performing or fails to perform any of the Provider's obligations due to any cause beyond the Provider's reasonable control in circumstances where, having proper regard to the nature and extent of the actual or likely future disruption to the Services due to that cause, it considers that it cannot effectively provide, or any longer provide, the Services.
- i. In the event of termination under this clause the Provider shall retain any sums already paid to it by the Customer without prejudice to any other rights that either party may have whether at law or otherwise.
 - ii. In addition to any other rights that either party may have whether at law or otherwise.

Payment Terms

13.1. The client agrees to be bound by the payment terms stipulated in the contract.

13.2. If the client fails to make any final payment without giving notification of due cause, then Proactive Networking Ltd will withhold delivery of any final reports and will not be responsible for any inconvenience, loss or damage so caused.

13.3. In respect of any delays in interim payments attention is drawn to Clause 14.2 below.

13.4. The currency of payment will be stipulated in the client contract. Both parties agree to accept this in respect of all invoices and payments.

13.5. Unless otherwise explicitly provided by an individual contract, no account will be taken of any exchange rate fluctuations during the life of the contract. Each party accepts as their own responsibility the variation, whether favourable or unfavourable, that they may see in local currency terms in respect of the contract.

13.6. The client's responsibility is for payment to Proactive Networking Ltd of the full amount agreed. The client agrees to adjust all payments to take into account any charges levied (such as may be made by the transferring bank), such that the full amount is received by Proactive Networking Ltd. The client accepts that Proactive Networking Ltd shall be entitled to recover all deducted amounts.

13.7. The client agrees to make payment by the method stipulated in the contract to the location stipulated in the contract. Proactive Networking Ltd shall be entitled to recover any costs caused by any client variations in this respect not agreed in advance.

13.8. The client agrees to pay all government taxes and duties, regardless of origin, that may apply to all payments to Proactive Networking Ltd. The client further agrees that, should there be a change in type or value during the life of the contract, whether favourable or unfavourable to the client, he will be responsible for them in totality. Each party will be responsible for recovering his own entitlements in respect of pre-payments (for example in respect of VAT or sales tax).

13.9. Proactive Networking Ltd shall be entitled to charge interest at the rate of 2% per month on all amounts that remain unpaid 30 days after the agreed payment date.

13.10. In the absence of any other agreed payment terms, all invoices shall be payable in full within 14 days of the date of the invoice.

Stage Payments

14.1. Most contracts that extend across several months provide for stage payments. These are negotiated in advance as part of the normal discussions prior to agreement of the contract.

14.2. Proactive Networking Ltd shall have the right to suspend all work on behalf of the client should these payments not be made on time to the agreed schedule. Any adverse impact that this suspension has upon the completion schedule or the quality of the product for the client shall be at the client's sole responsibility. This right applies not just to the contract in arrears but also any other contracts with the client, whether or not payments against these contracts are in arrears.

14.3. In particular, clients should note that where it has been agreed that payment of all or part of a contract is to be made 'in advance' work will not commence on the client's behalf until payment is actually received.

Publicity

16.1. Proactive Networking Ltd do not have the right, to reference the client, or to publicise the fact that the client is, or was, a client and to utilise the client's name in publicity materials in this respect. Proactive Networking Ltd may not describe in general terms the type of work conducted for the client, and is not permitted to link the two without the prior permission of the client.

16.2. Wherever the results of any commissioned work are cited by the client, the client agrees to make due reference to Proactive Networking Ltd so as to make it clear who carried out the work, except where Proactive Networking Ltd explicitly waives this right. This provision is notwithstanding the over-riding position over ownership of said product (outlined in Clause 7, Rights of Ownership, above).

Recruitment of Personnel

17.1. Each Party undertakes not to attempt to solicit or procure the services of staff employed by the other party who are involved in the performance of this contract during the course of this contract and for a period of six months thereafter without the written permission of the other party.

17.2. The client agrees to pay Proactive Networking Ltd a 'finders fee' should the client recruit a Proactive Networking Ltd consultant to a paid employment position within two years of the conclusion of any work on behalf of the client by that Consultant or of that Consultant being introduced to the client whichever is the later.

17.3. In respect of this clause, the definition of 'Consultant' shall include all Proactive Networking Ltd employees and Associates that are involved in the provision of services to the Client under this or any other contract.

17.4. The 'finders fee' shall be 30% of the first year's gross remuneration payable by the Client or its Associates to the Consultant.

Insolvency

18.1. Proactive Networking Ltd shall have the right to discontinue immediately all work for the client should he or another person petition for his bankruptcy, or he be declared insolvent, or he be placed into administrative receivership or be generally unable to pay his bills as they become due.

18.2. In these circumstances Proactive Networking Ltd will also be entitled to have a general lien on all goods and property of the client that is within Proactive Networking Ltd's possession and, following 14 days notice to dispose of such goods and property in such manner and at such prices as Proactive Networking Ltd thinks fit and to apply the proceeds towards such debts.

Illegal activities

19.1. Proactive Networking Ltd will not carry out any illegal activities on behalf of the client. Any requirement in this respect will nullify this contract in respect of performance and Proactive Networking Ltd will be entitled to recover in full its fee and expenses.

19.2. The client agrees not to make any illegal use of any information provided by Proactive Networking Ltd.

19.3. Neither party shall be liable to the other for any indirect, special or consequential damages.

Force Majeure

21.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or

any other event that is beyond the control of the Party in question.

Jurisdiction

22.1. Any disputes or claims shall be governed by and construed in accordance with English law and the jurisdiction of the English courts.

22.1. Recommended dispute resolution process:

- **Initial Negotiation:** Both parties agree to attempt to resolve any disputes through good faith negotiations within 30 days of the dispute arising.
- **Mediation:** If the dispute cannot be resolved through negotiation, the parties agree to engage in mediation with a mutually agreed-upon mediator. The costs of mediation will be shared equally.
- **Arbitration:** If mediation fails, the dispute will be referred to arbitration in London before a single arbitrator appointed. The arbitration will be conducted in accordance with the rules of the Institute of Management Consultants.
- **Legal Proceedings:** If arbitration is unsuccessful, either party may pursue legal action in the English courts. Both parties agree that all disputes arising with respect to this contract will be arbitrated upon within the English legal system..

Confidentiality: All negotiations, mediations, and arbitration proceedings will be confidential and not disclosed to any third party, except as required by law.

Costs: Each party will bear its own costs and expenses incurred in connection with the dispute resolution process, except as otherwise provided in the contract or agreed upon by the parties.

Interim Relief: Either party may seek interim or injunctive relief from a court of competent jurisdiction to protect its rights or property pending the resolution of the dispute through the above processes.

Arbitration

23.1. All unresolved disputes between the Parties shall be referred to arbitration in London before a single arbitrator to be appointed, in default of agreement otherwise, by the President for the time being of the Institute of Management Consultants.

23.2. Both parties also agree that all disputes arising with respect to this contract will be arbitrated upon within the English legal system.

Waiver

24.1. The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

Integral part of contract

25.1. The client, in signing the contract, accepts that all of these terms have been read, understood and agreed.

25.2. The client agrees that all of the above terms form part of the contract between Proactive Networking Ltd and the client, except where explicitly excluded or modified by the contract and shall take precedence over and shall not be varied by any other means including any terms or conditions that the client may from time to time apply to suppliers.

25.3 Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by the Parties (or their authorised representatives).

25.4. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

Notices

All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

Notices shall be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including recorded delivery mail) during normal business hours of the recipient; or
- b. when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
- c. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- d. on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address or e-mail address notified to the other Party.

Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

Compliance and Regulatory Requirements

Proactive Networking Ltd adheres to stringent compliance and regulatory requirements, including ISO 27001 and ISO 27002 standards, Cyber Essentials, ICO, and GDPR. These frameworks ensure that we maintain the highest levels of information security, data protection, and privacy. Our commitment to these standards demonstrates our dedication to safeguarding client data, ensuring regulatory compliance, and providing secure and reliable IT services.

In addition to our compliance with ISO 27001, ISO 27002, Cyber Essentials, ICO, and GDPR, we have successfully passed stringent examinations by Adobe and O2 to meet their security standards. This demonstrates our commitment to maintaining the highest levels of security and reliability.

Annex A - Data Protection, GDPR & Data Handling

Data Protection (GDPR)

The Provider will only use the Customer's personal information as set out in the Provider's Data Protection Policy which is available upon request.

Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause under Annex A nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.

For the purposes of the Data Protection Legislation and for this Clause and the Agreement, the Provider is the "Data Processor" and the Customer is the "Data Controller".

The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Agreement.

The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions and the Agreement.

The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions and the Agreement:

Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

- The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
- Affected data subjects have enforceable rights and effective legal remedies;
- The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

Notify the Data Controller without undue delay of a personal data breach;

On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and

Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause and the Agreement and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

Annex B - Definitions / Glossary

Term / Reference	Definition
Business Day	A day (excluding weekends and public holidays) when normal business operations are in effect.
Change Request	A formal request to modify the scope, timeline, or deliverables of the project.
Client/customer	The party contracting with the Provider for the provision of IT services.
Confidential Information	Any sensitive or proprietary information shared between the parties, including trade secrets, business strategies, and personal data.
Deliverable	A specific output or product resulting from the services performed, such as software, documentation, or reports.
Documentation	Any written or electronic records, manuals, guides, or other materials related to the services or systems provided.
Duty of Care	The obligation of the Provider to exercise reasonable care, skill, and diligence in the handling, storage, and protection of the Client's Materials, and to take all necessary precautions to prevent loss, damage, or destruction thereof.
Force Majeure	Unforeseen events or circumstances beyond the control of either party, such as natural disasters, wars, or pandemics.
Gross Negligence	<p>An act or omission that constitutes a significant and substantial breach of the duty of care owed by the Provider to the Client, caused by a marked and substantial lack of care, attention, or diligence, which results in significant harm, loss, or damage to the Client's Materials. Gross negligence includes, but is not limited to:</p> <ul style="list-style-type: none"> - A failure to follow established procedures or protocols for handling and storing the Client's Materials - A failure to exercise reasonable care and caution when handling the Client's Materials - A deliberate disregard for the Client's instructions or requirements for handling and storing the Client's Materials
Intellectual Property (IP)	Any proprietary rights, including patents, trademarks, copyrights, and trade secrets, related to the services or systems provided.
Project	The specific undertaking or engagement defined in the contract, including the scope, timeline, and deliverables.
Scope of Work (SOW)	A detailed description of the services to be performed, including the specific tasks, deliverables, and timelines.
Service Level Agreement (SLA)	A formal agreement that defines the expected service quality, availability, and responsiveness.
Provider	The party providing IT services or systems to the Client/Customer. Proactive Networking Ltd a company registered in united Kingdom under number 04951057 whose registered office is at142 station Road, Chingford, London, E4 6AN
System	Any software, hardware, or infrastructure provided or managed by the Provider.
Terms of Business	Means same as Terms and Conditions
Third-Party Software	Any software or components not developed by the Provider but integrated into the services or systems provided.
Wilful Misconduct	<p>Intentional or reckless act or omission by the Provider that constitutes a significant and substantial breach of the duty of care owed by the Provider to the Client, where such breach is caused by a deliberate or reckless disregard for the Client's rights, interests, or property, and which results in significant harm, loss, or damage to the Client's Materials. Include, but not be limited to:</p> <ul style="list-style-type: none"> - Theft, misappropriation, or unauthorized use of the Client's Materials - Intentional destruction, alteration, or deletion of the Client's Materials - Reckless or deliberate disregard for the Client's instructions or requirements for handling and storing the Client's Materials