

These terms and conditions (Terms), together with our Website Terms of Use, Privacy Policy and Cookies Policy, will apply between Titan Data Solutions Ltd (us, our, we) and you for the sale or licensing of products listed on our website, in our brochures and otherwise made available (Products) to you for resale to customers (together, the Contract).

We may amend these Terms from time to time. Please read these Terms carefully before ordering any Product from us. By placing an order for Products with us, you will be deemed to have accepted these Terms.

These Terms apply between us and any reseller which purchases Products for resale to end users (unless you have signed a Master Reseller Agreement with us).

These Terms, and any Contract between us, are in English only.

1 - DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following terms have the following meanings: Business Days: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; Order Confirmation: has the meaning given to it in clause 4; Force Majeure Event: has the meaning given to it in clause 13; Reservation Confirmation: has the meaning given to it in clause 4; and Specification: the brand, product type, model number and packaged quantity of the Product as set out in the relevant Product information on our website/in our brochures or otherwise made available to you.

1.2 In these Terms, unless the context requires otherwise:

(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 personal representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes e-mails.

2 - BASIS OF THE CONTRACT

2.1 These Terms shall apply each time we agree to sell Products to you, to the exclusion of all other terms including any terms appearing on your purchase order or implied by trade, custom, practice or course of dealing. If you have signed a Master Reseller Agreement with us, that agreement shall apply in place of these Terms.

2.2 Each Contract shall constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

2.3 You acknowledge that in entering into a Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

2.4 Any images, drawings, descriptions, adverts and similar, which do not form part of the Specification, whether on our website, in our brochure or otherwise made available to you by us (a Product Description), are provided for illustrative purposes. There may be errors in the Product Description and you should not rely on it when placing an order. A Contract is not a sale by description and any Product Description or other information which does not form part of the Specification will not form part of that Contract.

2.5 You understand and agree that you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement

in the Contract. Nothing in this clause shall operate to exclude or limit liability for fraud or fraudulent misrepresentation.

3 - REGISTERING FOR AN ACCOUNT

3.1 You must register for an account with us and pass our credit checks in order to place an order with us and / or apply for a credit facility. We will perform a series of credit checks on you prior to activating your account. You should not register for an account and / or apply for a credit facility if you are not happy for us to complete credit checks. You must ensure that all information you provide to us in registering for an account and / or applying for a credit facility is complete, accurate (to your knowledge) and up to date. We may determine the form and process through which you may apply for a credit facility from time to time.

3.2 We only sell our Products to other businesses for resale purposes. You confirm that you are not acting as a consumer in making any purchase from us. We reserve the right to refuse to activate your account for any reason (or to deactivate your account once it has been activated), including where there is insufficient evidence that you intend to resell the Products.

3.3 You confirm that you have the authority to bind the business on whose behalf you place an order for products.

4 - PLACING ORDERS FOR PRODUCTS

4.1 You can place orders for Products by telephone, email or EDI. Any such telephone call, email or EDI order shall constitute an offer by you to purchase Products subject to these Terms. An order will only be accepted when we send you confirmation (Order Confirmation) or Reservation Confirmation (as applicable).

4.2 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available, we will inform you of this by email or telephone. You will be able to cancel your order for the unavailable Product at this point. If the order is not cancelled before we process it or prepare the Products for delivery, we will accept the order by issuing an Order Confirmation for those Products that we are able to supply. Your offer to purchase the Products that we were unable to supply at the time of your order will remain valid unless you choose to withdraw (cancel) it. Unless withdrawn, we will supply those Products (that were unavailable) as soon as they become available, and our Contract for the sale will be deemed to have been altered regarding the date and time for delivery. Where any Product

that you have ordered is permanently unavailable (e.g., because the manufacturer stops making it), we will inform you of this and either suggest a suitable alternative Product, which you may accept as an alteration to the order, or you may withdraw your order for that Product. If you paid for Products that have become permanently unavailable when you placed your order, we will refund those sums to you.

4.3 We may dispatch the Products in instalments. A Contract for delivery of Products in instalments will have been made when we send you an Order Confirmation but each instalment shall be a contract for the sale of the Products to be delivered in that instalment. Except where payment is made at the time of placing an order, we may invoice for each instalment separately.

4.4 Where you have requested that we deliver the Products directly to your end customer(s), the Contract (in respect of such Products) will be deemed formed when we send you an email that confirms that such Products are reserved for your customer(s) (Reservation Confirmation).

4.5 Orders for Products which are software. In respect of any Products which are software, you agree that (other than as permitted under applicable law which cannot be contractually overridden) you shall not, either directly or indirectly:

- sell, license, use, reproduce, copy, display, distribute, assign or transfer (with or without consideration) the software, except as expressly permitted under the Contract;
- decompile, reverse engineer, disassemble, modify, or otherwise attempt to derive the source code, underlying ideas, underlying user interface techniques or algorithms of the software or prepare any derivative works of the software;
- encumber or cause to exist any lien or security interest on the software;
- take any action that would cause the software (including any underlying source code or part thereof) and/or the software's related documentation to be placed in the public domain;
- modify or otherwise change the software;
- incorporate into, combine with, or distribute in conjunction with the software, or a derivative work of the software any software that is licensed pursuant to free/open source licence terms in such manner that would render the software's code free/open source code;
- bypass or delete any copy protection methods that are intended to prevent unauthorized copying or use of the software;

- electronically distribute, timeshare, market by interactive communication means or by remote processing services the software other than as permitted under the Contract; or
- licence the software to a customer for a perpetual term or on a subscription basis unless agreed with us, and you shall promptly notify in writing us of any unauthorised use of the software of which you become aware.

4.6 Orders for Products which are services and / or software. In respect of any order for a Product which is a service and / or software, you agree that such order may be subject to additional requirements and / or restrictions. We shall give you written notice of such requirements and / or restrictions prior to issuing an Order Confirmation or Order Reservation. By continuing with your order, you are deemed to accept such additional requirements and / or restrictions and agree that you shall fully comply with them. If you do not agree to the additional requirements and / or restrictions, you should cancel your order prior to us issuing an Order Confirmation or Order Reservation.

4.7 Once accepted, your order may only be cancelled or suspended with our written consent, and you acknowledge that we reserve the right to require you to reimburse us in full for any loss suffered as a result of such cancellation or suspension (including, but not limited to, payment for services already carried out, materials specifically ordered, and other additional costs including storage, loss of profit, damages, charges, and expenses).

5 - DELIVERY

5.1 We shall deliver the Products to the delivery address(es) specified by you when placing your order (Delivery Location). Where you are reselling the Products and would like us to deliver the Products directly to your customer, you must notify us when placing your order.

5.2 Delivery of Products shall be completed on the Products' arrival at the Delivery Location.

5.3 All delivery times given are estimates only and the time of delivery is not of the essence to any Contract.

5.4 If we fail to deliver the Products within a reasonable time of the estimated delivery time, our liability shall be limited to delivering those Products as soon as possible or issuing you with a full refund in respect of the Products that have not been delivered. We shall have no liability to you at all for any failure to deliver Products to the extent that such failure is caused by:

- (a)** a Force Majeure Event or because of your failure to provide us with adequate delivery address details or delivery instructions; or
- (b)** no person was available at the delivery address to take receipt of the Products at the estimated time for delivery; or
- (c)** any other instructions that are relevant to the successful supply and delivery of those Products.

5.5 If you would like to report an issue with any of the Products which are delivered or you wish to seek a credit note for Products that are defective when delivered, you must:

- (a)** in the event that any Products are damaged on delivery, ensure that such damaged Products are noted and signed for on delivery to be DAMAGED and reported to us within 24 hours of delivery and photographic evidence of the damage will also be required; or
- (b)** in the case of non-delivery or shortage of goods against those ordered, report such shortage or non-delivery within 24 hours of the expected time of delivery; or
- (c)** in the case of unordered Products having been delivered, report such error within 24 hours of delivery and provide details of the items you have received incorrectly.

5.6 In respect of Products which are not physical goods (including services and software), we shall make such Products available to you as agreed in the applicable order or otherwise in writing from time to time.

6 - INTERNATIONAL DELIVERY

6.1 If you order Products for international delivery, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. We have no control over these charges and we cannot predict their amount.

6.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

6.3 You must comply with all applicable laws and regulations of the country for which the Products are destined. Many of the Products we sell are subject to export licence control and you must ensure that you comply with the laws in force at the time when reselling any Products (including, but not limited to, the Export of Goods Control Order 1994). You will be responsible for obtaining any licences, registrations, permits or approvals in this regard. We will not be liable or responsible if you break any such law.

6.4 Any Product sold to you which originates in the United States of America ("U.S.A.") is subject to the United States Department of Commerce ("U.S.D.C.") Export Administration Regulations. Such Regulations require that the prior written consent of the U.S.D.C. be obtained before any such Product is exported from the United Kingdom. You will notify us of any territory into which the Product will be imported and shall be responsible for the costs of and associated with all export control approvals and all importation authorisations required.

6.5 You agree that with respect to the resale or other disposition of any such Product purchased from us, you will comply fully with the export control laws and regulations of the U.S.A. and any applicable export control laws of the EU and the United Kingdom and any amendments of such laws and regulations.

7 TITLE AND RISK

7.1 Other than this clause 7.1, the remainder of this clause 7 applies only to Products which are physical goods. Title to any Products which are services or software remains with the applicable vendor of such Products, and your right (and your end customers') right to access and use such Products is by way of licence only. You shall not, remove, alter, cover or obfuscate any proprietary rights notices, such as patent, copyright or confidentiality notices, on or in any software and / or its related documentation.

7.2 Risk in the Products shall pass to you on completion of delivery. Where Products are delivered in instalments, or any of the Products are to be delivered directly to your customers, risk in each of the Products shall pass individually on completion of delivery of that particular Product to the Delivery Location.

7.3 Title to the Products shall not pass to you until:

(a) we receive in full all sums due in respect of the Products and all other sums which are due, and have become payable (including sums payable in respect of other contracts between you and us, interest, handling charges and any damages due), in which case title shall pass at the time of payment of all such sums; or, if earlier

(b) you resell the Products, in which case title to the Products shall pass to you at the time specified in clause 7.4.

7.4 Subject to clause 7.5, until title to the Products has passed to you, you shall:

- store the Products separately from all other products that you hold so that they remain identifiable as our Products;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- notify us immediately if you become subject to any of the events listed in clause 14.2; and
- give us such information relating to the Products as we request from time to time.

7.5 Subject to clause 7.6, you may resell or use the Products in the ordinary course of your business (but not otherwise) before we receive payment for the Products. However, if you resell the Products before that time:

- you do so as principal and not as our agent; and
- title to the specific Products resold shall pass from us to you immediately before the time at which the resale by you occurs.

7.6 If, before title to the Products passes to you, you become subject to any of the events listed in clause 14.2 then, without limiting any other right or remedy we may have:

- your right to resell the Products or use them in the ordinary course of business ceases immediately; and
- we may, at any time:
 - require you to deliver up all Products in your possession which have not been resold, or irrevocably incorporated into another product; and
 - if you fail to comply with subparagraph (i) above promptly, enter any of your premises, or the premises of any third party where the Products are stored in order to recover them and you shall be deemed to have granted us a licence to do so.

8 - PRICE

8.1 The price of the Products shall be:

(a) for orders placed on our website, the price set out on the order page on our website;

(b) for email orders, the price set out on the last email sent by us to you which references the final agreed price of the Products;

(c) for EDI orders, the price set out on the latest EDI price list made available by us to you (unless specifically agreed otherwise, in which case, the price agreed between the parties and confirmed by us in writing will be the price of the Products); and

(d) for telephone orders, the price agreed between us and you during the telephone call in which the order is placed.

8.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed, except that we may, by giving notice to you at any time prior to delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

(a) any factor beyond our control (including foreign exchange fluctuations, increases in tax- es and duties, and an increase in manufacturers' prices);

(b) any request by you to change the delivery date(s), delivery address(es), or the quantities or types of Products ordered; or

(c) any delay caused by any instruction by you or failure to give us adequate or accurate information or instructions (including regarding the delivery address(es)).

8.3 The price of the Products is exclusive of value added tax (VAT). You shall, on receipt of our VAT invoice, pay us such additional amounts in respect of VAT as are chargeable on the supply of the Products at the rate then in force.

8.4 The price of the Products is also exclusive of delivery charges (unless specifically agreed with us otherwise). We will notify you of the delivery charge that applies when you place your order and the applicable delivery charge shall be determined in the same way as the price in accordance with clause 8.1.

8.5 We sell a large number of Products and it is possible that some of our Products may be incorrectly priced on our website / EDI price list / in our brochures. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error. If you paid for the Products at the time of placing the order, we shall not accept your order and no Contract for sale will be made. We will issue you with a refund of any monies paid. You may then make a new order for the Products at the correct price. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error in pricing, we will have no obligation to provide the Products to you at the incorrect (lower) price.

8.6 Where you have not paid for the Products at the time of placing your order, we may submit an invoice to you by email at any point from the time we send the Order Confirmation or Reservation Confirmation to you. You shall pay the invoice in full and in cleared funds within 30 days from the date that the Order Confirmation or Reservation Confirmation was sent to you (Due Date). Payment shall be made to the bank account nominated in writing by us, by direct debit (subject to a direct debit mandate having been completed) by Electronic Funds Transfer or by cheque. Please note that any payment by cheque must have been cleared by the Due Date. Time of payment is of the essence to each Contract between us.

8.7 If you fail to make any payment due to us under the Contract by the due date for payment, then you shall pay:

(a) interest on the overdue amount at the rate of 8% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and

(b) all costs and expenses reasonably incurred by us or on our behalf in recovering the overdue amount and interest referred to in this clause 8.7 from you, including (without limitation) legal costs and all other professional costs and expenses.

8.8 If any amount payable to us by you remains unpaid for 60 days or more from the Due Date, then all invoices then in existence under your account (whether or not due for payment), shall become immediately payable.

8.9 You shall pay all amounts due under each Contract in full without any set-off, counter-claim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

8.10 We reserve the right to allocate payments received from you against the oldest outstanding invoice first.

8.11 All bank and/or related charges incurred in making payments to us for the purposes of invoice settlement or with respect to meet payments with order conditions are for your account.

9. GUARANTEES AND WARRANTIES

9.1 The Products we sell are not manufactured or developed by us. Each manufacturer or developer of Products (each a Manufacturer) offers different guarantees or warranties for the Products they make or develop. We shall procure or arrange for you the benefit of any Manufacturer's guarantee or warranty that is given by the Manufacturer in respect of a Product that you have bought from us. Please refer to the Product information on our website / in our brochure for confirmation of the guarantee or warranty provided with the Product. For details of the applicable terms and conditions of such guarantee or warranty, please refer to the Manufacturer's website.

9.2 We warrant that such Products will materially comply with the Specification on delivery. Please note that there may be minor variations from the Specification in colour, appearance or other non-material aspects of a Product as delivered and we do not give any guarantee or warranty in this respect.

9.3 Except as specifically set out in these Terms, the Products are sold without guarantees, conditions or warranties and as far as legally possible, we expressly exclude all conditions, warranties and other terms which might be implied by law.

10 - FAULTY PRODUCTS

10.1 We will repair or (at our option) replace Products (or where applicable, reperform services) that we have sold to you and which are faulty at the time of delivery or which become faulty within any warranty or guarantee period applicable to that Product (Defective Product).

10.2 If you have a Defective Product you must notify us immediately (and not later than 2 Business Days after discovering that the Product is a Defective Product) and provide details of the fault or defect and when it arose or when you discovered the defect. Subject to clause 10.6, we will then organise the repair, replacement or reperformance of the Defective Product and such repair, replacement or reperformance shall be your sole and exclusive remedy in respect of any Defective Product.

10.3 Where a Product does not materially conform to the Specification (Non-Conforming Product) you must notify us within 30 days of the Product being delivered or made available with details of the non-conformance. We shall at our option replace the Non-Conforming Product with a Product that does materially comply with the Specification or issue a refund for the amount paid in respect of the Non-Conforming Product. You must return the Non-Conforming Product back to us within 5 Business Days of notifying us that the Product does not materially comply with its Specification. Any replacement Product or refund will only be issued once we have received the returned Product. This right does not extend to non-material deviations from the Specification. If we agree to issue a refund, we will do so within 30 days of the last Business Day of the month following the month in which the returned Non-Conforming Product is received by us.

10.4 You are responsible for the costs of returning a Defective Product or Non-Conforming Product to us.

10.5 Any Defective Product or Non-Conforming Product that you return to us is at your risk until arrives at our premises nominated for returns.

10.6 Where we reasonably determine that in respect of any Product that you have returned to us as a Defective Product or Non-Conforming Product:

(a) such Product is of satisfactory quality because no fault or defect exists;

(b) the fault or defect was caused by your misuse of the Product;

(c) the Product was mishandled or it was stored by you in conditions likely to cause it damage or to malfunction;

(d) the Product was used otherwise than in accordance with the Manufacturer's instructions for use; or

(e) the Product is found to be materially compliant with its Specification,

then we will notify you that the Product is not a Defective or a Non-Conforming Product you shall not be entitled to any remedy and you will be responsible for collecting the Product from us. To the extent we have incurred any costs in coming to our reasonable determination under this clause, we shall have the right to recover the same from you.

10.7 Any Product that has not been collected for a period of 3 months following our notification to you (given under clause 10.6) shall be deemed to have been abandoned and we may dispose of it as we see fit.

11. - RETURN OF PRODUCTS

11.1 In addition to any rights concerning Defective Products or Non-Conforming Products, there may be circumstances where we may agree to take back Products from you that are neither defective nor nonconforming and issue a credit note to you for the price of the Product actually paid, subject to the other provisions of this clause 11. We have no obligation to accept a return of a Product which is of satisfactory quality but if you wish to discuss this option then please contact us using the contact details set out below. Where we accept a return of a Product under this clause, we shall provide a returns authorisation number without which we will not accept any returned Product.

11.2 Where we have authorised you to return a Product which is not Defective or Non-Conforming then the Product must be returned (at your cost), marked with the returns authorisation number, within 10 Business Days of the date we send such authorisation. You will remain liable for the Products until they are received by us.

11.3 We will only provide a credit note for Products returned under clause 11.1 if the following conditions are complied with:

(a) Every Product returned is in its original inner and outer packaging and none of the packaging shall have been written upon or been defaced or taped or had permanent labels attached;

(b) Returned Products are in the condition as despatched by us and be capable of being re-sold at the same price as sold under our Contract;

(c) In the case of computer consumable Products, the outer seal has not been tampered with in any way; and

(d) The Product must be packed appropriately for transport and you will be responsible for any damage to the Product or its packaging which occurs in transit and, if damage is caused to the Product, then we shall have no obligation to issue a credit note or refund of any description.

11.4 Where returned Products are not in acceptable condition or do not conform to the requirements for authorisation (in each case decided solely in our discretion), you will be notified and given 14 days from the date of notification to collect the Products from us. If, after 14 days, the Products have not been collected then we may dispose of the Product without any liability or obligation to you.

11.5 We will refund to you the amount that you paid to us for the Product (excluding the delivery charge) within 30 days of the last Business Day of the month following the month in which the returned Product is received by us.

11.6 We reserve the right to charge a 15% or £25 handling charge (whichever is greater) plus VAT on any returned Products (excluding Defective Products and Nonconforming Products). Where we exercise this right, we will deduct this handling charge from the amount refunded to you.

12. - LIABILITY

12.1 Subject to clause 12.4, under no circumstances will we be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with any Contract for:

- (a)** any loss of profits, sales, business, or revenue;
- (b)** loss or corruption of data, information or software;
- (c)** loss of business opportunity;
- (d)** loss of anticipated savings;
- (e)** loss of goodwill; or
- (f)** any indirect or consequential loss.

12.2 Subject to clause 12.4, our total aggregate liability to you in respect of all loss or damages arising under or in connection with a Contract, howsoever such losses or damage arise, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid for the Products plus any delivery charge paid.

12.3 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your or your customers' purposes.

12.4 Nothing in these Terms limits or excludes our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
or

(d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13. - FORCE MAJEURE

13.1 We shall not be liable to you for any delay or failure in the performance of our obligations under a Contract to the extent that such delay or failure in the performance of our obligations results from events beyond our reasonable control, including without limitation, traffic, weather, war, terrorism, riots, civil unrest, fire, floods or other acts of God, industrial action, strikes or lock-outs, failure or delay of supplies of power, fuel, transport, equipment or other goods or services for which a substitute is not available (Force Majeure Event).

13.2 If a Force Majeure Event takes place that affects our ability to perform our obligations under the Contract, we will contact you as soon as reasonably practicable and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event.

13.3 You may cancel a Contract in respect of the Products delayed or not deliverable as a result of a Force Majeure Event which has continued for more than 30 days. To cancel, please contact us. If you opt to cancel, we will refund the price you have paid for the Products affected by the Force Majeure Event, including any delivery charges.

14. - TERMINATION

14.1 We may terminate the Contract immediately on written notice where you:

- (a)** are in material breach of the Contract; or
- (b)** you become subject to any of the events listed in clause 14.2.

14.2 For the purposes of clause 14.1(b), the relevant events are:

- (a)** you suspend, or threaten to suspend, payment of your debts, or are unable to pay your debts as they fall due or admit inability to pay your debts, or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being a sole trader) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
- (b)** you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;
- (c)** (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of your company;
- (d)** (being a company) an application is made to a court, or an order is made for the appointment of an administrator or if a notice of an intention to appoint an administrator is given or if an administrator is appointed over your company;
- (e)** (being a company) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- (f)** a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;

(g) (being an individual) you are the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of your business attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this clause 14.2(a) to (h) (inclusive);

(j) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(k) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.3 On termination (for any reason):

(a) any amount payable under the Contract, and any sums due under any invoice then in existence under your account, shall become immediately payable; and

(b) any clauses of these Terms which are expressly or by implication intended to come into force upon, or remain in force following, the termination of the Contract, shall survive termination and continue in force.

14.4 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination and any rights and / or obligations under any contract with an end user.

15. – VARIATION

We may amend these Terms from time to time and the current version of the Terms shall be the version shown on our website. However, no amendment of the Terms will apply to any Contract made under the then current Terms.

16. - GENERAL

16.1 Notices:- Each notice or communication given in relation to the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other in writing from time to time, and shall be delivered by hand, or sent by pre-paid recorded delivery post. A notice shall be deemed to have been received: if delivered by hand, when left at the address referred to above; or if sent by pre-paid recorded delivery, on the second Business Day after posting.

16.2 Assignment:- You shall not transfer, assign, sub-contract, mortgage, charge or deal in any other manner with all or any of your rights under the Contract without our prior written consent (such consent not to be unreasonably withheld or delayed).

16.3 Waiver:- A waiver of any right under the Contract is only effective if it is in writing and signed by an authorised officer of the waiving party, and it applies only to the circumstances for which it is given. Any failure by either party to enforce at any time and for any period any of the terms of, or rights arising pursuant to, the Contract shall not be a waiver of such terms or rights, or of the right at any time subsequently to enforce all the terms of, and rights arising under, the Contract.

16.4 Severance:- If any part of the Contract is found to be invalid, unenforceable or illegal it shall not affect the other parts, which shall remain in full force and effect. If the Contract would be wholly valid, enforceable and legal (and would still give effect to the commercial intention of the parties) were that part deleted, that part shall be deemed deleted.

16.5 Third Party Rights:- Nothing in the Contract shall confer any rights upon any person who is not a party to it, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

16.6 Governing Law:- The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The parties

irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation, save that we may, at our discretion, elect to bring a claim in the courts of any competent jurisdiction.

16.7 You may contact us by telephoning our customer services team on 0203 870 2136 or by e-mailing us at [**here**](#). Please note that we do not accept formal notices served under these Terms by email.

