

## SALCS Installations Customer Terms v1.1

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions and rules of interpretation shall apply:

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicable Laws</b>          | means as applicable and binding on the Customer, SALCS and/or the Services: <ul style="list-style-type: none"> <li>(a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Goods and/or Services are provided to or in respect of;</li> <li>(b) the common law and laws of equity as applicable to the parties from time to time;</li> <li>(c) any binding court order, judgment or decree; or</li> <li>(d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;</li> </ul> |
| <b>Agreement</b>                | means these Conditions together with the Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Authorised Users</b>         | those persons whom SALCS and/or the Service Provider reasonably believe are authorised by the Customer to use the Service;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>             | means a day other than Saturday, Sunday or a public holiday, when banks in London are open for business;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Charges</b>                  | the sums payable for the Goods and/or Services as set out in the Quote;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Commencement Date</b>        | the date of commencement of the Agreement, as defined in clause 2.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Conditions</b>               | means the terms and conditions set out in this document and the Appendix;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Confidential Information</b> | any information (whether disclosed orally or in writing), that relates to the business, affairs, operations, customers, processes, budgets, pricing, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party and any other information designated as confidential or which ought to be reasonably considered to be confidential;                                                                                                                                                                                                                                                                                                                                                 |
| <b>Control</b>                  | shall be as defined in section 1124 of the Corporation Tax Act 2010;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Customer</b>                 | means the party referred to as such in the Quote;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Customer Materials</b>       | any equipment (including tools, hardware, systems, telecommunications apparatus or cabling) and any documents, information, items, software and all other materials in any form provided by the Customer, which are used                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | directly or indirectly in the supply of the Services including any such items specified in a Quote;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Data Protection Laws</b>   | the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Disputed Charge</b>        | a charge which the Customer genuinely believes is not valid or properly due;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Force Majeure Event</b>    | any circumstances not within a party's reasonable control including without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination; (e) any law or action taken by a government or public authority including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes or industrial action or lockouts (other than in each case by the party seeking to rely on it); and (h) interruption or failure of utility service; |
| <b>Goods</b>                  | the goods (if any) to be provided by SALCS under an Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Initial Term</b>           | as set out in the Quote;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Intellectual Rights</b>    | <b>Property</b> patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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;                                                         |
| <b>Losses</b>                 | all losses, liabilities, costs (including legal costs), charges, fines, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Minimum Service Period</b> | the minimum period for provision of the Services (if any) as set out in the Quote or as otherwise notified by SALCS to the Customer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Order</b>                  | the Customer's order for the supply of Goods and/or Services as set out in the Customer's acceptance of the Supplier's Quote;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Quote</b>                  | means the quotation issued by SALCS to the Customer, setting out details of the Goods and/or Services required by the Customer and any other ancillary services or products agreed in writing between SALCS and the Customer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                       |                                                                                                                                                                                                                                                |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Personal Data</b>                  | shall have the meaning provided to it under the Data Protection Laws.                                                                                                                                                                          |
| <b>Personnel</b>                      | SALCS's and/or the Service Provider's suppliers, employees, agents, contractors, representatives or any third party involved in providing the Goods and/or Services;                                                                           |
| <b>Premises</b>                       | the Customer's site at which the Goods are to be delivered and/or the Services are to be provided, as set out in the Quote or as otherwise agreed between the parties in writing;                                                              |
| <b>Product Specific Terms</b>         | additional terms issued by SALCS to the Customer, which apply (in addition to these Conditions) to specific Goods and/or Services;                                                                                                             |
| <b>SALCS</b>                          | SALCS Installations Limited a company incorporated and registered in England and Wales with company number 08444545;                                                                                                                           |
| <b>Services</b>                       | the services (if any) to be provided by SALCS under an Order;                                                                                                                                                                                  |
| <b>Service Credits</b>                | (where available) a reduction to the Charges by SALCS in accordance with the applicable SLA;                                                                                                                                                   |
| <b>Service Levels</b>                 | the standards and measurements for relevant Services as set out in the applicable SLA;                                                                                                                                                         |
| <b>Service Provider</b>               | the third-party provider of the Goods and/or Services, who engages SALCS under a reseller capacity;                                                                                                                                            |
| <b>SLA</b>                            | the service level agreement provided by SALCS to the Customer;                                                                                                                                                                                 |
| <b>Survey</b>                         | any survey or other investigations SALCS and/or the Service Provider may deem necessary;                                                                                                                                                       |
| <b>UK Data Protection Legislation</b> | all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, the UK GDPR, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and |
| <b>UK GDPR</b>                        | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.                                                                                                                                              |

- 1.2 Headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.3 The Schedules (including the Product Specific Terms) to these Conditions form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Schedules.
- 1.4 The Agreement shall be binding on, and for the benefit of, the parties to the Order, and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 References in these Conditions:
  - (a) to the singular shall include the plural and vice versa (unless the context otherwise requires);
  - (b) to a statutory law shall be interpreted as a reference to that law as amended, extended or re-enacted from time to time;

- (c) to “writing” or “written” includes email;
  - (d) to “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;
  - (e) to any obligation on a party not to do something includes an obligation not to allow that thing to be done;
  - (f) to these Conditions or to any other agreement or document referred to in these Conditions is a reference to this set of Conditions or that other agreement or document as varied by the parties (other than in breach of these Conditions) from time to time.
- 1.6 In the event of any conflict or inconsistency between the provisions of these Conditions, the Product Specific Terms, SLA and the Quote; the order of precedence shall be as follows:
- (a) the terms of the Quote;
  - (b) these Conditions;
  - (c) the Product Specific Terms; and
  - (d) the SLA.
- 2. BASIS OF CONTRACT**
- 2.1 Any Quote given by SALCS to sell Goods and/or provide Services shall not constitute an offer and is only valid for the period of time set out in the Quote.
- 2.2 SALCS’s receipt of the Customer’s Order shall form an offer to purchase the Goods and/or Services. The Order shall only be deemed to be accepted upon the earlier of: (a) SALCS issuing written acceptance of the Order; or (b) the Customer and SALCS each signing the Quote; and (c) SALCS doing any act consistent with fulfilling the Order, at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 2.3 Should the Customer’s Order (or any other correspondence from the Customer) contradict in any way with the Quote or any of these Conditions (**Contradictory Terms**), such Contradictory Terms shall not be incorporated into the Agreement (and have no binding effect) unless and to the extent that a revised Quote is issued by SALCS incorporating the Contradictory Terms
- 2.4 By signing the Quote or otherwise confirming their acceptance to it, the Customer agrees to contract with SALCS upon the terms and conditions set out in the Quote and these Conditions.
- 2.5 The Customer accepts and acknowledges that SALCS acts as a reseller of the Services, on behalf of the Service Provider. By entering into the Agreement, SALCS shall procure that the Service Provider shall provide the Goods and/or the Services to the Customer in accordance with the terms of this Agreement.
- 2.6 Nothing in these Conditions shall oblige SALCS to accept any Order from the Customer.
- 2.7 Any typographical, clerical or other error, omission or mistake of fact, in any sales literature, Quote, price list, acceptance of offer, invoice or other document or information issued by SALCS and/or the Service Provider shall be subject to correction without any liability on the part of SALCS and/or the Service Provider (as applicable).
- 2.8 This Agreement applies to the supply of Goods and Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, including any conditions or warranties implied by statute or common law insofar as it is permissible in law to exclude the same.

2.9 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.10 The Customer acknowledges and agrees that the Service Provider, and where relevant, SALCS, provide the Services according to standard industry practice in the telecommunications industry and the Customer warrants, undertakes and represents that it has a good understanding of these industry practices when in entering into this Agreement.

### **3. DURATION OF AGREEMENT**

3.1 The Agreement shall commence on the Commencement Date and continue, for the duration of the Initial Term, unless terminated earlier in accordance with the terms of these Conditions.

3.2 Following the expiry of the Initial Term, this Agreement shall automatically renew for a period of 12 months on each subsequent anniversary of the Commencement Date, unless terminated earlier in accordance with clause 24.

3.3 The Customer acknowledges that as SALCS acts as a reseller on behalf of the Service Provider, if the Service Provider refuses to provide the Goods and/or Services or, the agreement between SALCS and the Service Provider terminates (for any reason), this Agreement shall be terminated with no liability to either party in accordance with clause 24.7.

3.4 SALCS does not guarantee that the Goods or any Service will be provided and the Agreement (or part of it) may be cancelled by SALCS at any point before the Goods are delivered and/or Services are activated including where SALCS and/or the Service Provider are unable to provision a Service.

3.5 If SALCS cancels the Agreement (or any part of it) due to the Customer's failure to comply with the terms of this Agreement or the relevant SLA then SALCS may charge the Customer a cancellation charge, as notified to the Customer.

### **4. INSTALLATION AND ACTIVATION**

4.1 If a Survey indicates that additional or exceptional work is necessary for the installation of the Services, SALCS shall provide the Customer with a revised quotation and the Customer may decide whether or not to proceed with the installation work.

4.2 SALCS shall use reasonable endeavours to procure the activation of the Services by the date specified in the relevant Quote, however, all dates (including any start dates identified in a Quote) are estimates only and SALCS does not guarantee that they will be met.

4.3 SALCS shall procure for the installation of the Services at the Premises as set out in the Quote. If the Customer does not provide specific installation instructions or asks SALCS to procure the installation of the Services in a different location within the Premises then SALCS shall have no liability for any installation which is not in accordance with the Customer's original instructions.

4.4 If the Customer fails to agree an installation appointment date within the timescale provided by SALCS, SALCS may cancel a work request at the Premises. If SALCS cancels a work request in these circumstances, the Customer must pay the applicable cancellation charges as notified by SALCS.

### **5. CONTACT BY THE SERVICE PROVIDER PERSONNEL**

5.1 The Customer agrees that the Service Provider's Personnel may contact the Customer:

(a) for operational or emergency reasons arising from the Service Provider's management of the Services;

(b) where SALCS have requested the Service Provider contact the Customer directly;

- (c) where necessary in relation to all appointments, changes to appointments and access arrangements with the Customer for engineering visits; or
- (d) to assist with provision of service and/or maintenance or repair as appropriate.

## 6. ACCESS TO PREMISES

- 6.1 SALCS will notify the Customer as soon as is reasonably practicable if either SALCS, the Service Provider or its or their Personnel, require access to the Premises to conduct a Survey, provide the Goods, install the Services and/or to carry out repairs, maintenance or upgrades.
- 6.2 Where such notice is received by the Customer under clause 6.1, the Customer shall allow SALCS, the Service Provider or its or their Personnel access to the Premises at a pre-arranged appointment time.
- 6.3 If the Customer fails to attend, or allow the Service Provider or SALCS's Personnel access to the Premises at a pre-arranged appointment time (whether an engineer's visit is required for installation, repair, or any other reason), then SALCS may charge the Customer an aborted visit charge as notified by SALCS.
- 6.4 The Customer shall:
  - (a) inform and keep SALCS, the Service Provider and their Personnel up to date, of all health and safety and security requirements that apply at any of the Premises;
  - (b) ensure that any Premises comply with Applicable Laws including any health and safety laws or regulations;
  - (c) if requested by SALCS or the Service Provider, or as specified in the Quote, in a timely manner and at no charge ensure the provision of access to the Premises for the Service Provider and SALCS's Personnel, including any relevant office accommodation, data and other facilities as required for the provision of the Services (including without limitation, installation, maintenance and upgrades) and/or delivery of the Goods.
- 6.5 SALCS shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Premises and that have been communicated to it under clause 6.4 provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligation under this Agreement.

## 7. CANCELLATION

If the Customer cancels the Agreement, or any part of it before the Goods are delivered and/or Services are provisioned, SALCS shall have the right to charge and the Customer shall pay the applicable cancellation charge as notified by SALCS, for work already carried out (or which cannot be prevented from being carried out) by SALCS, the Service Provider or its or their Personnel up to the point of cancellation.

## 8. CHANGES AND CESSATION OF LIVE SERVICES

If the parties agree a change to the Goods or Services (including but not limited to adding, ceasing or modifying a Service), or Premises, the Customer shall follow the procedures set out in the relevant SLA and/or SALCS's instructions to implement that change and the Customer shall pay the applicable Charges (if any) notified by SALCS.

## 9. SALCS'S RESPONSIBILITIES

- 9.1 SALCS shall use its reasonable endeavours to provide the Goods and Services in accordance with this Agreement and all Applicable Laws.
- 9.2 SALCS shall maintain a competent and sufficiently resourced service department to deal with all enquiries relating to the Goods and Services from the Customer.

9.3 SALCS shall use its reasonable endeavours to:

- (a) provide the Goods and Services to the Customer in accordance with the relevant Quote in all material respects; and
- (b) provide the Services in accordance with the applicable Service Levels.

9.4 SALCS or the Service Provider may from time to time suspend or change any usernames or passwords issued to the Customer. SALCS shall give the Customer notice of any suspension or changes where reasonably practicable.

## 10. CUSTOMER'S RESPONSIBILITIES

10.1 The Customer warrants and undertakes that it shall:

- (a) co-operate with SALCS and where relevant, the Service Provider, in all matters relating to the Goods and Services;
- (b) comply with all Applicable Laws;
- (c) maintain at its own expense appropriate administration facilities and systems as may be necessary to receive the Goods and Services;
- (d) promptly provide SALCS with all information, items and materials in any form (whether owned by the Customer or a third party) required under an Order or otherwise as SALCS may reasonably require in connection with the Goods or Services and ensure that they are accurate and complete as far as the Customer is aware;
- (e) provide, or procure, all equipment or third party services necessary for the Customer to receive and use the Services including any Customer premises equipment, telephone lines and any other additional equipment or services;
- (f) before the Services start date, obtain and maintain all permits, licences and consents and comply with all relevant legislation as required to enable SALCS and the Service Provider to perform the Services;
- (g) ensure that all the Customer Materials are in good working order and suitable for the purposes of receiving and using the Services and conform to all applicable UK standards or requirements;
- (h) take all reasonable and appropriate steps to ensure the security of all usernames and passwords issued by SALCS or the Service Provider;
- (i) notify SALCS as soon as reasonably practicable if it becomes aware that any usernames or passwords have become known to, or used by, any unauthorised person;
- (j) not to knowingly engage in 'slamming' or disrupt or allow any third party to disrupt the Services or any other service provided by SALCS or the Service Provider to the Customer;
- (k) be responsible for any form of automated dialling system which the Customer may set up (including the reliability of such system and any call costs which may be incurred as a result of its use);
- (l) appropriately configure the Customer's internal network and any interruption to the Services resulting from such configuration shall not be regarded as an interruption or suspension of the Services by SALCS;
- (m) follow the procedure for fault reporting as set out in the applicable SLA;
- (n) be responsible for the acts and omissions of its Authorised Users;



- (o) comply with any additional responsibilities of the Customer as may be agreed in an Order or required to provision a Service, or provide the Goods, including compliance with SALCS's reasonable instructions.
- 10.2 The Customer must not and must procure that its users/Authorised users do not use the Services:
- (a) illegally, unlawfully or fraudulently or in connection with any criminal offence, including theft, fraud, piracy, drug-trafficking, money laundering or terrorism;
  - (b) to send, receive, upload, download or use any material which violates any Applicable Laws or is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, a duty of confidence, privacy or any other third party rights;
  - (c) to "spam" or to send or provide unsolicited advertising or promotional material or to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
  - (d) for the improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003;
  - (e) for any unauthorised access or denial of service attacks which is or would be an offence under the Computer Misuse Act 1990;
  - (f) to commit an offence under the Regulation of Investigatory Powers Act 2000;
  - (g) to commit an offence under any other Applicable Laws;
  - (h) in contravention of any licences or third party rights;
  - (i) in contravention of this Agreement; or
  - (j) in any way which, in SALCS's opinion is, or is likely to be, detrimental to the provision of the Services to the Customer or to any other customer or to SALCS's or the Service Provider's business or reputation.
- 10.3 If SALCS's performance of its obligations under this Agreement is prevented or delayed by an act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, SALCS shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 10.4 The Customer acknowledges that, whilst SALCS shall take all reasonable steps to minimise property damage during installation or maintenance of the Services, the Customer is responsible for any remedial works, including any decorating, required following such installation or maintenance.
- 11. GOODS**
- 11.1 The Goods are described in the Quote.
- 11.2 SALCS shall deliver the Goods to the Premises or such other location as the parties may agree (**Delivery Location**) at any time after SALCS notifies the Customer that the Goods are ready.
- 11.3 Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location.
- 11.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. SALCS 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 SALCS with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 11.5 If SALCS fails to deliver the Goods, its liability shall be limited to the direct, reasonable and proven costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the



cheapest market available, less the price of the Goods. SALCS shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide SALCS with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 11.6 The parties acknowledge that SALCS is not the manufacturer of the Goods. As a reseller of such Goods, SALCS agrees to pass on to the Customer the benefit of any warranties that it obtains from the manufacturer of the Goods (**Manufacturer Warranties**) and shall provide details of the same upon request, for the period that such Manufacturer Warranties are afforded to SALCS (**Warranty Period**).
- 11.7 Where the Customer claims under any of the Manufacturer Warranties (and such claim is justified), the terms of the Manufacturer Warranties shall determine the Customer's recourse. SALCS shall not be responsible if the manufacturer refuses to comply with any such warranty or if the manufacturer is unable to comply where, for example, it has become insolvent.
- 11.8 Risk in the Goods shall pass to the Customer on completion of delivery at the Delivery Location. Title to the Goods shall not pass to the Customer until SALCS has received payment in full (in cleared funds) for the Goods.
- 11.9 The Customer shall inspect the Goods immediately upon their arrival at the Delivery Location and shall within 2 Business Days of their arrival notify SALCS if the Goods are damaged or do not conform to the specification agreed in writing between the parties prior to delivery (as set out in the Quote). If no such notice is received, the Goods shall be deemed to have been supplied in accordance with the Agreement and to have been accepted by the Customer.

## 12. FAULTS

- 12.1 The Customer shall carry out initial fault diagnosis and shall only report a fault to SALCS when the Customer reasonably believes that the fault is not attributable to the Customer's services or any non-SALCS (or the Service Provider) provided equipment.
- 12.2 The Customer shall report faults to the SALCS and shall not contact the Service Provider directly.
- 12.3 If any maintenance or repair work results from reasons outside of SALCS's reasonable control, SALCS reserves the right to charge the Customer a special faults investigation charge as set out in the applicable SLA or as otherwise notified by SALCS.
- 12.4 SALCS reserves the right to charge an abortive visit charge, if a fault is raised by the Customer, and an engineer visits the Premises and discovers that the fault is not a result of a failure or defect in the Services.
- 12.5 SALCS or the Service Provider may contact the Customer in relation to the Services:
  - (a) to confirm the Customer's availability for a provision or repair appointment; or
  - (b) to assist in fault diagnosis; or
  - (c) where it is necessary for the proper performance of its or their obligations under the Agreement.

## 13. MAINTENANCE

- 13.1 In order to maintain the quality and safety of the Services, and any other services which SALCS or the Service Provider provide, SALCS and/or the Service Provider may from time to time suspend, close down or restrict the whole or any part of the Services to carry out emergency maintenance and/or scheduled maintenance. SALCS shall, in the case of scheduled maintenance, give the Customer a minimum of 3 days advance notice before any suspension of Services as described above. Emergency maintenance may be carried out at any time, and without prior notice to the Customer.
- 13.2 The Customer shall provide all such assistance as SALCS and/or the Service Provider may require to complete any emergency or scheduled maintenance.

- 13.3 Where SALCS provides (or procures) maintenance of any non-SALCS or non-Service Provider network equipment (including, without limitation, wiring) which is not part of the Services, SALCS reserves the right to raise a charge which will be agreed with the Customer in advance of any maintenance being carried out.

## 14. SERVICE LEVELS AND SERVICE CREDITS

- 14.1 SALCS will use the reasonable skill and care of a competent service provider in providing the Services. However, the Customer accepts and acknowledges that it is technically impracticable to provide the Services entirely free of faults and SALCS does not warrant, guarantee or undertake to do so.
- 14.2 The Customer's sole and exclusive remedy for any failure by SALCS to meet the Service Levels shall be the Service Credits payable under the applicable SLA.
- 14.3 Claims for Service Credits cannot be made unless they are made with SALCS in writing, within 25 days of the end of the calendar month in which a fault reported by the Customer is rectified.
- 14.4 The Service Levels will not apply, and accordingly claims for Service Credits or any other financial compensation whatsoever will not be made, in respect of the following:
- (a) the Customer's failure to comply with the fault management process set out in the applicable SLA including without limitation, failure to provide assistance or information to SALCS or the Service Provider, as required by them;
  - (b) outages or loss or failure of service resulting from emergency or scheduled maintenance that affects availability of all or any part of the Services;
  - (c) faults which are the result of misuse, interference or a malicious act by the Customer or any third party outside of SALCS's control;
  - (d) faults which are the result of data transmission originating from equipment owned or managed by the Customer;
  - (e) any outage and/or loss or failure of service caused by:
    - (i) any acts or omissions of the Customer in breach of this Agreement;
    - (ii) the Customer's software;
    - (iii) any changes that the Customer has made (other than where such changes have been approved in writing by SALCS or undertaken upon the written instruction of SALCS);
    - (iv) any outage or loss or failure of service resulting from the severance or break in the Services by any third party outside of SALCS's control; or
    - (v) any outage or loss or failure of service resulting from any denial of service attack, hacking attempt or Force Majeure Event.

## 15. CHARGES

- 15.1 The Charges for the Goods and each Service are exclusive of value added tax (**VAT**), or any other applicable tax, and the Customer shall pay those taxes in addition.
- 15.2 Payment of Charges:
- (a) In respect of Services purchased by the Customer, the Customer shall pay all correctly rendered, non-disputed Charges, by direct debit to a bank account nominated in writing by SALCS. SALCS's billing

platform will generate an invoice on the same day each month (such date to be notified to the Customer in advance).

- (b) In respect of Goods purchased by the Customer, the Customer shall pay all correctly rendered, non-disputed Charges, by such method as is nominated in writing by SALCS.

15.3 The Charges for each element of the Services shall become chargeable upon the provision of that individual element in accordance with SLA.

15.4 Except where there is a Disputed Charge, if the Customer fails to make payment of any sum due to SALCS by the due date for payment (or if the Customer's direct debit payment is declined or returned), SALCS reserves the right to charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base lending rate and shall accrue on a daily basis from the due date until the actual payment of the overdue amount

15.5 If the Customer receives an invoice which it reasonably believes specifies a Disputed Charge, it shall:

- (a) pay any part of the invoice which is not part of the Disputed Charge; and
- (b) notify SALCS within 5 days of the date of the invoice of the nature of the Disputed Charge and the parties shall use all reasonable endeavours to resolve the dispute by investigation and discussion.

If the Disputed Charge cannot be resolved by the parties within 10 days then it shall be treated as a dispute under clause 27.

15.6 Once the Disputed Charge has been resolved, the Customer shall pay such amount as has been agreed to be properly due and payable (if any) within 10 days of that resolution.

15.7 SALCS shall have the right to vary the Charges by giving not less than 28 days' notice to the Customer.

## 16. CREDIT CHECKS

16.1 SALCS may carry out credit checks on the Customer from time to time. SALCS accept no liability for the accuracy or otherwise of information provided by credit reference agencies. If at any time before or during the term of the Agreement the Customer fails to meet the standard of creditworthiness SALCS deems acceptable, SALCS shall be entitled:

- (a) to terminate the Agreement, in whole or in part immediately on giving the Customer written notice;
- (b) to require the Customer to make regular instalment payments in advance on account of any future charges as SALCS deems appropriate;
- (c) to impose credit limits on the Customer in respect of Charges and to suspend the Service and/or delivery of the Goods at any time when those limits are reached until payment in full of any outstanding Charges has been made; and/or
- (d) to implement other restrictions on the Customer's use of the Services as SALCS may consider appropriate.

## 17. CHANGES TO THIS AGREEMENT

No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

## 18. COMPLIANCE WITH LAW

18.1 Both parties warrant, represent and undertake that it is and will remain in full compliance with all Applicable Laws.

- 18.2 The Customer shall indemnify, keep indemnified and hold harmless, SALCS and the Service Provider from and against any and all Losses incurred by SALCS and/or the Service Provider directly arising out of or in connection with any investigation, prosecution, claim or allegation that the Customer has breached any Applicable Laws.
- 18.3 The parties shall comply with all laws, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 18.4 Without prejudice to clause 24, if SALCS reasonably suspects the Customer is or has been in breach of this clause 18, SALCS may terminate this Agreement immediately on written notice to the Customer.

## 19. DATA PROTECTION

- 19.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.
- 19.2 The parties acknowledge that the Customer is the controller of Personal Data relating to its employees, customers, workers or agents that is shared with SALCS and/or the Service Provider as part of the fulfilment of its obligations under this Agreement. For the purposes of this Agreement, any Personal Data of the Customer shared with the Service Provider by SALCS, shall be in the capacity of the Service Provider acting as a sub-processor. Any Personal Data shared directly from the Customer to the Service Provider, shall (unless agreed otherwise with the Service Provider) be in the capacity of the Service Provider acting as a processor.
- 19.3 Without prejudice to the generality of clause 19.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to SALCS and the Service Provider for the duration and purposes of this Agreement.
- 19.4 Without prejudice to the generality of clause 19.1, SALCS shall, in relation to any Personal Data processed in connection with the performance by SALCS of its obligations under this Agreement:
  - (a) process that personal data only on the documented written instructions of the Customer unless SALCS is required by the UK Data Protection Legislation to process Personal Data (**Applicable Data Protection Laws**). Where SALCS is relying on Applicable Data Protection Laws as the basis for processing Personal Data, SALCS shall notify the Customer of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit SALCS from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - (c) ensure that all SALCS personnel who have access to and/or process Personal Data are obliged to keep the personal data confidential;
  - (d) not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Customer has been obtained;
  - (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer's Personal Data;
  - (g) notify the Customer immediately if, in the opinion of SALCS, an instruction infringes the Data Protection Laws; and

- (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Data Protection Law to store the Personal Data.

19.5 The terms of Schedule 2 shall apply to the extent that SALCS is processing Personal Data on behalf of the Customer.

## **20. CONFIDENTIALITY**

20.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information and shall keep such Confidential Information secret and strictly confidential, except as permitted by clause 20.4.

20.2 Subject to the provisions of clause 20.4, no party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

20.3 Each party may disclose the other party's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising such party's rights or carrying out its obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 20.

20.4 Clause 20.1 and clause 20.2 shall not apply to any information which:

- (a) is in the possession of either party without any obligations of confidence in relation to use of or disclosure prior to the Commencement Date;
- (b) is in or enters into the public domain other than by breach of this Agreement or any obligation of confidence owed to the Service Provider; or
- (c) is required to be disclosed by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.5 The Customer agrees to SALCS sharing its Confidential Information with the Service Provider to fulfil its obligations under this Agreement. In addition, the Customer agrees to SALCS sharing its Confidential Information with credit reference and/or fraud prevention agencies for the purposes of this Agreement and SALCS may obtain information concerning the Customer from such agencies as it sees fit.

## **21. INTELLECTUAL PROPERTY**

Except as expressly provided in this Agreement, all Intellectual Property Rights in the Goods and Services shall remain the property of the party creating or owning them and nothing in this Agreement shall, or shall be deemed to, confer any assignment or licence of the Intellectual Property Rights of one party to the other party.

## **22. LIABILITY**

22.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) for any other liability which may not otherwise be lawfully limited or excluded.

22.2 Subject to clause 22.1, SALCS 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 this Agreement for:

- (a) loss of profits;
- (b) loss of sales, business, time or productivity;

- (c) loss of agreements or contracts;
- (d) loss of anticipated saving;
- (e) wasted expenditure;
- (f) loss of or damage to goodwill;
- (g) loss of use or corruption of software, data or information;
- (h) any damage to property (including damage caused by installation or maintenance of products and services supplied under this Agreement); and
- (i) any indirect or consequential loss.

22.3 Subject to clause 22.2, SALCS's total aggregate liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed the lesser of: (a) the amount of the Charges paid for the affected Goods and/or Service (as applicable) by the Customer to SALCS under the Quote relevant to this Agreement; and (b) £50,000 (fifty thousand pounds).

22.4 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under this Agreement are excluded insofar as it is possible to do so in law.

## 23. SUSPENSION

23.1 SALCS may suspend the provision of all or part of the Services with immediate effect:

- (a) temporarily to vary the technical specification of the Service, or for repair, maintenance or improvement or to protect life, limb or property;
- (b) to take any other action necessary in SALCS's reasonable opinion to comply with instructions issued by the Government, a regulatory authority, an emergency service or other competent authority;
- (c) if the Customer fails to make any payment to SALCS when it falls due;
- (d) if SALCS suspects on reasonable grounds that the Customer has committed or may be committing any fraud against SALCS or the Service Provider;
- (e) if SALCS suspects on reasonable grounds that the Goods and/or Services are being used in breach of clause 10;
- (f) in any circumstances in which SALCS is entitled to terminate the Agreement; and/or
- (g) if the agreement between SALCS and the Service Provider is terminated for any reason or the Service Provider otherwise suspends the Services.

23.2 SALCS may suspend the provision of all or part of the Goods with immediate effect:

- (a) in any circumstances in which SALCS is entitled to terminate the Agreement; and/or
- (b) if the agreement between SALCS and the Service Provider is terminated for any reason or the Service Provider otherwise suspends delivery of the Goods.

23.3 Except in an emergency or under clauses 23.1(d) to 23.1(g), SALCS shall endeavour to give the Customer not less than 3 days' notice if the Service is to be suspended and any suspension will not count towards the calculation of Service Credits under clause 14.

23.4 Without affecting any other right or remedy available to it, SALCS may without prior notice to the Customer, suspend or ask the Customer to suspend, individual user(s)/Authorised Users from the Services (or any part of the Services) where SALCS reasonably believes that user/Authorised User is in breach of clause 10.2 until such breach is rectified;

23.5 On receipt of a request from SALCS in accordance with clause 23.4 the Customer shall immediately suspend the relevant user/Authorised User from using the Services.

## 24. TERMINATION

24.1 SALCS shall have the right to terminate this Agreement without liability, and with immediate effect, following a suspension of Services under clauses 23.1.(c) to 23.1(g) or suspension of Goods under clause 23.2.

24.2 Subject to the provisions of this clause 24, each Party shall have the right (without prejudice to its other rights) to terminate the Agreement:

- (a) by giving not less than 60 days' prior written notice to the other expiring at the end of the Initial Term or, if the Agreement is renewed in accordance with clause 3.2, at the end of any subsequent 12-month term;
- (b) with immediate effect by written notice if a party commits a breach of a material provision of the Agreement or, in the case of a breach which is capable of being remedied, if that party fails to remedy that breach within 30 days of the date of a written request from the other party to remedy the breach;
- (c) with immediate effect by giving written notice to the other party if:
  - (i) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the IA 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
  - (ii) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
  - (iii) 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 the other party (being a company, limited liability partnership or partnership);
  - (iv) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company); or
  - (v) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver.

24.3 SALCS may terminate the Agreement with immediate effect by written notice if, subject to clause 15.4, the Customer fails to pay any sum due under the Agreement and that sum remains unpaid for 30 days after the date of a written notice from SALCS that it has not been paid.

24.4 Other than termination by the Customer for SALCS's breach of contract, if the parties have agreed a Minimum Service Period in respect of the Services, and the Customer terminates the Agreement or a Service or part Service before the expiry of any applicable Minimum Service Period, the Customer will remain liable for the full Charges for the remainder of that Minimum Service Period which will become due and payable on termination of the Service.



- 24.5 On termination or expiry of the Agreement, both parties shall cease to use any Intellectual Property Rights or Confidential Information belonging to or licensed to other party and shall return to other party at written request, or securely destroy, all copies of such Confidential Information or Intellectual Property Rights in the party's possession or control.
- 24.6 Without affecting any other right or remedy available to it, SALCS may terminate this Agreement by giving 30 days written notice to the Customer if there is a change of Control of the Customer.
- 24.7 Without affecting any other right or remedy available to it, SALCS may terminate this Agreement without liability to the Customer, upon written notice to the Customer, if the agreement between SALCS and the Service Provider terminates (for any reason) or the Service Provider refuse to provide the Services (for any reason).

## 25. CONSEQUENCES OF TERMINATION

- 25.1 On termination or expiry of this Agreement:
- (a) all existing Services will continue until the end of the Minimum Service Period, unless terminated in accordance with the terms of this Agreement;
  - (b) the Customer shall promptly pay all of SALCS's outstanding unpaid invoices and interest and SALCS may submit an invoice for any uncharged Goods or Services which have been supplied and, which shall be payable by the Customer promptly on receipt;
  - (c) the following clauses shall continue in force: clause 1 (Definitions and Interpretation), clause 20 (Confidentiality), clause 21 (Intellectual Property), clause 22 (Limitation of Liability), clause 25 (Consequences of Termination), clause 27 (Dispute Resolution), clause 29.3 (Severance), clause 29.4 (Waiver) and clause 30 (Governing Law and Jurisdiction); and
  - (d) the Customer shall have no claim against SALCS or the Service Provider for compensation for loss of rights, loss of goodwill or any similar loss.
- 25.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or 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 Agreement which existed at or before the date of termination or expiry.

## 26. FORCE MAJEURE

- 26.1 Provided it has complied with 26.2, if a party is prevented, hindered or delayed in performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be liable for that failure or delay and the time for performance of the affected obligations shall be extended accordingly (except that this clause shall not apply to the Customer's obligation to pay the Charges as they fall due).
- 26.2 The Affected Party shall:
- (a) as soon as reasonably practicable notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect on its ability to perform any of its obligations under this Agreement; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 26.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, the party not affected by the Force Majeure Event may terminate this Agreement with immediate effect by giving written notice to the Affected Party.

## 27. DISPUTE RESOLUTION

- 27.1 If a dispute arises out of or in connection with this Agreement or performance, validity or enforceability of it (**Dispute**) then, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with any relevant supporting documents. On service of the Dispute Notice, the Account Managers (or equivalent) of both the Customer and SALCS shall attempt in good faith to resolve the Dispute;
  - (b) if the Account Managers of the Customer and SALCS are unable to resolve the Dispute within 14 days of the Dispute Notice, the Dispute shall be referred to an appropriate Senior Manager or Director of the Customer and SALCS who shall attempt in good faith to resolve it; and
  - (c) if the Senior Managers or Directors of the Customer and SALCS are unable to resolve the Dispute within 14 days, the parties may attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR Notice**) to the other party to the Dispute, requesting mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR Notice.
- 27.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 30 which clause shall apply at all times.

## 28. ASSIGNMENT AND SUBCONTRACTING

- 28.1 The Customer may not assign, transfer, subcontract or otherwise deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of SALCS (such consent not to be unreasonably withheld or delayed).
- 28.2 SALCS may assign, transfer, subcontract or otherwise deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Customer.

## 29. GENERAL

- 29.1 **Notices.** Any notices to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or be pre-paid first class post, or e-mail to the address specified in the Quote. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first class post at 9.00am on the second Business Day after posting; and (iii) if sent by e-mail at the time of transmission, or where that time falls outside of normal business hours in the place of receipt, when normal business hours resume.
- 29.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether oral or written, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause 29.2 shall exclude any liability for fraud.
- 29.3 **Severance.** If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable: (i) it shall be deemed to be 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 shall not affect the validity and enforceability of the rest of this Agreement; and (ii) the parties shall negotiate in good faith to amend such provision so that, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 29.4 **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default. A failure of delay by a party to exercise

any right or remedy provided under this Agreement 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.

29.5 **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of the other party or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

29.6 **Third Party Rights.** Save as otherwise expressly stated in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement or otherwise.

29.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original but all the counterparts together constitute one Agreement.

### 30. GOVERNING LAW AND JURISDICTION

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

30.2 Each party 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 this Agreement.

## APPENDIX 1 - PERSONAL DATA SCHEDULE

|                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject matter and duration of the processing</b> | The subject matter of the processing of the Personal Data is as set out in the Agreement. The Personal Data will be processed in each case for the amount of time necessary for SALCS and/or the Service Provider to carry out the processing activities and following completion of such processing activities, SALCS will and will procure that the Service Provider will, at the discretion of the Customer, return or delete all Personal Data unless otherwise required by the Data Protection Laws to retain that Personal Data.                                                                                                                                                                                                                                                                                                                                              |
| <b>Nature and purpose of the processing</b>          | <p>SALCS shall process the Personal Data to:</p> <ul style="list-style-type: none"> <li>(a) perform day to day management of accounts, goods, s and/or services</li> <li>(b) provide, maintain and bill the goods and/or services</li> <li>(c) provide access to online platforms;</li> <li>(d) meet its legal and regulatory obligations and to comply with orders of the court or other bodies having lawful jurisdiction;</li> <li>(e) authenticate Customers and/or Authorised Users on the network;</li> <li>(f) identify, manage and resolve defects and incidents;</li> <li>(g) assess and report on the credit-worthiness of Customers or potential Customers;</li> <li>(h) take any other action to the extent necessary to discharge an obligation under the Agreement; and</li> <li>(i) receive, manage and resolve requests, queries, complaints and claims.</li> </ul> |
| <b>Type of personal data</b>                         | <p>Customer and/or Authorised Users' Personal Data such as name, address, telephone number.</p> <p>Customer employee business contact details such as email address, and telephone number.</p> <p>Technical data relating to the use of the services such as IP addresses, usage data.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Categories of data subjects</b>                   | Customer employees and Authorised Users                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>SALCS data privacy manager:</b>                   | <p>Contact details:</p> <p>Mat Lucas: <a href="mailto:mat.lucas@salcsinstallations.co.uk">mat.lucas@salcsinstallations.co.uk</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |