

- 1. Definitions**
 - 1.1. Client**
The individual or organisation entering into this agreement and all those authorised to receive and / or utilise **ctm's** Services and/or parts.
 - 1.2. Job**
The supply of Services and/or Parts by **ctm** to the Client to provide a System. Jobs are either:
 - 1.2.1. Quoted**
All Service costs are agreed prior to supply, and the Client is charged a fixed amount upon completion.
 - 1.2.2. Support**
Service costs may be estimated prior to supply, but the Client is charged an amount based on the exact amount of time taken to complete the job.
 - 1.3. Quote**
Produced by **ctm** for agreement by the Client. A Quote contains both anticipated costs and dates for the job.
 - 1.4. Sign-off Deadline**
As stated on the Quote. The Client must sign and return the Quote by close of business, taken as 5:00pm GMT/BST, for the term of this agreement to commence.
 - 1.5. Job Completion**
A job is defined as Complete when **ctm** have fulfilled their obligations under this Agreement.
 - 1.6. System**
The result delivered by **ctm** to the Client through completion of a Job.
 - 1.7. Services**
As set out in clause 2 below.
 - 1.8. Parts**
Equipment, tools and/or software required by **ctm** to complete a Job.
 - 1.9. Third-Party**
An individual or company other than **ctm** or the Client.
 - 1.10. Rates**
The prevailing daily rates as defined on the **ctm** rate-card, available upon request.
 - 1.11. Subscription Contract**
An agreement between **ctm** and the Client for the provision of services which are billed periodically at an agreed rate.
 - 1.12. Support Contract**
A Subscription Contract between **ctm** and the Client for the provision of Support services.
 - 1.13. Office Hours**
Office hours are from 09:00 to 17:00 GMT/BST on weekdays, excluding national Bank Holidays of England.
 - 1.14. SLA**
Service Level Agreement
 - 1.15. AUP**
Acceptable Use Policy
 - 1.16. ctm**
Cannon Tomlinson Mansley Ltd
5 Stow Court, Stow-cum-Quy,
Cambridge CB25 9AS, UK
Registered in England & Wales number 3886157
- 2. Agreement to Provide Services**
 - 2.1. ctm** agrees to provide the Client with Services and/or Parts in accordance with the terms set out in this document, together with the Quote or Subscription Contract, AUPs, SLAs, and any other documents to which they refer.
 - 2.1.1. ctm** shall be entitled to charge for Services requested by the Client which are not covered by the Quote or Subscription Contract and their referenced documents. Additional Services will be charged at the current Rates unless otherwise agreed.
 - 2.1.2. ctm** shall be entitled to charge for Services requested by the Client which are not covered by the Quote or Subscription Contract and their referenced documents. Additional Services will be charged at the current Rates unless otherwise agreed.
 - 2.1.3. ctm** shall be entitled to charge for Services requested by the Client which are not covered by the Quote or Subscription Contract and their referenced documents. Additional Services will be charged at the current Rates unless otherwise agreed.
 - 2.1.4. ctm** shall be entitled to charge for Services requested by the Client which are not covered by the Quote or Subscription Contract and their referenced documents. Additional Services will be charged at the current Rates unless otherwise agreed.
 - 2.2.** The act of signing and returning a Quote is an agreement to the Quote and its referenced documents and takes precedence over any previous communications.
 - 2.3.** Unless a Quote is signed by the client before the Sign-off Deadline, **ctm** reserve the right not to undertake any work either explicitly or implicitly agreed. Any delay in this process may cause changes to the timescales and/or costs outlined by the Quote and its referenced documents.
 - 2.4.** If the Client wishes to alter the Quote in any way after signing, including but not limited to changes in requirements, timescales or deadlines, **ctm** reserve the right to charge a replanning fee equal to 10% of the total amount agreed on the original Quote to produce a revised Quote for client sign-off. Work will commence as per the terms of this agreement and original Quote unless the revised Quote is signed-off as described in clause 2.3, regardless of whether or not **ctm** opt to charge a replanning fee. The replanning fee, if charged, will be shown separately on the revised Quote.
 - 2.5. ctm** may advise the Client as to the necessity for the replacement or maintenance of any third-party item(s) or any part thereof that **ctm** feel may interfere with the System. **ctm** shall not be liable for any consequence whatsoever arising from failure to accept such advice.
 - 2.6.** In respect of third-party items and Parts, **ctm** shall only be liable for ensuring, if reasonably practicable, that they work with the System at the time of installation. **ctm** will also provide advice in respect of such third-party items but shall not be obliged to amend the System in light of changes in circumstance post-installation.
 - 2.7. ctm** shall not be liable to maintain or provide ongoing Services in respect of the System unless otherwise agreed within a Support Contract.
 - 2.8.** Unless otherwise agreed, all work shall be undertaken during Office Hours.
 - 2.9. ctm** will in all instances use its reasonable endeavours to undertake work remotely from the Client's premises, and the Client will carry out **ctm's** reasonable directions to enable this to be done.
 - 2.10. ctm** reserves the right to alter or withdraw any services at any time, on giving current Clients one month's written Notice.
 - 2.11. ctm** may, without terminating this agreement, suspend provision of any services in whole or in part until further notice with immediate effect if:
 - 2.11.1. ctm** is obliged to comply with an order, instruction or request of Government, an emergency services organisation, or other administrative authority, to cease to provide any service provided to the Client.
 - 2.11.2.** The Client breaches **ctm's** Acceptable Use Policy for the service in question
 - 2.11.3.** The provision of a shared service to the Client would give rise to or cause disruption to the services offered by **ctm** to its other Clients
 - 2.11.4.** Routine and emergency maintenance of shared systems is required, so long as reasonable notice is given
- 2.12.** All Terms & Conditions detailed in **ctm's** Acceptable Use Policy for the services provided should be deemed as incorporated into these Terms & Conditions.

3. Payment of Fees & Charges

- 3.1.** For quoted work, invoices will be raised on an ad-hoc basis in respect of completed jobs, either partially or fully as defined by the Quote and its referenced documents.
- 3.2.** For Subscription Contracts invoices will be raised periodically in advance for regular payments and in arrears for Support and additional charges as detailed in the Subscription Contract.
- 3.3.** For Subscription Contracts that specify a Monthly Subscription charge:
 - 3.3.1.** Any other services supplied outside the scope of the Contract, specifically the supply of third-party services or Parts, will be additionally charged.
 - 3.3.2.** In the case where the Contract is in force for only a fraction of a given month, the Monthly Subscription charge will be reduced pro rata.
- 3.4.** Invoices shall be paid by the Client within 30 days from the invoice date, unless otherwise specified on the invoice.
- 3.5.** Any initial deposit will be payable before commencement of supply. Deposits will be recorded as a payment on account.
- 3.6.** Late payment will render the Client liable to interest at 8% above the minimum lending rate for the time being of the Bank of England until such time as payment is made in full.
- 3.7. ctm** shall be entitled to charge for Services requested by the Client which are not covered by the Quote or Subscription Contract and their referenced documents. Additional Services will be charged at the current Rates unless otherwise agreed.
- 3.8.** The client will be liable to pay any existing or new charges levied by third-parties as a result of the of the job which are not explicitly included in the Quote or Subscription Contract.
- 3.9. ctm** shall be entitled to charge all reasonable travel, subsistence, accommodation and other expenses incurred in undertaking the job in addition to any other charges, unless otherwise agreed.
- 3.10.** All charges referred to in the Quote or Subscription Contract and their referenced documents are exclusive of VAT which, if applicable, shall be paid by the Client at the rate prevailing from time to time.
- 3.11. ctm** shall be entitled to change their Rates quarterly. This will take place on calendar quarters starting on the 1 of January, April, July and October. In the case of a Subscription Contract, a minimum of one month's written Notice will be given of any such change. If the Client opts to terminate this agreement by the giving of Notice during this one month period, all services provided for the remainder of the Notice Period will be at and bound by the Rates and Subscription Contract terms prior to the change.
- 3.12. ctm** shall be entitled to change their Subscription Contract terms quarterly. This will take place every three months from the Commencement Date, a minimum of one month's written Notice will be given of any such change. If the Client opts to terminate this agreement by the giving of Notice during this one month period, all services provided for the

- remainder of the Notice Period will be at and bound by the Rates and Subscription Contract terms prior to the change.
- 3.13. Any query or dispute by the Client relating to an invoice or products delivered must be initiated in writing within 30 days from the invoice date. If such query or dispute is not initiated within that period of time the Client expressly agrees to waive its right to such query or dispute.
- 4. Term of this Agreement**
- 4.1. In the case of Quoted jobs:
- 4.1.1. Unless otherwise stated by subsequent agreement, this Agreement shall be in force from the date the Quote, signed by the Client, is returned to **ctm** before the Sign-off Deadline, to the date on which all invoices for Services and/or Parts supplied through the Job have been paid in full, unless either party gives to the other at least one month's written Notice.
- 4.2. In the case of Subscription Contracts:
- 4.2.1. This Agreement shall be in force from the Earliest Commencement Date or the date of the latest signature on the Contract, whichever is the later, until either party gives written Notice. Once Notice is given, this Agreement will terminate after the Notice Period, as specified on the Contract, has passed.
- 4.3. If the Agreement between **ctm** and the Client terminates for whatever reason then:
- 4.3.1. Any Quoted jobs that have been agreed by both parties that will be shortened or cancelled by this termination will be invoiced immediately in full for payment as described in clause 3.
- 4.3.2. Such termination shall not prejudice any rights accruing to either party prior to termination.
- 5. Client's Obligations**
- 5.1. The Client represents and warrants to **ctm** that wherever a signature or authorisation is required that the individual in question is at least 18 years of age and has the necessary authority to act in such a capacity on the Client's behalf.
- 5.2. The Client undertakes to permit **ctm** and its employees or agents access to the System for reasonable purposes to undertake the Job.
- 5.3. The Client further undertakes to ensure that the System is readily accessible and that it will be operated in accordance with **ctm**'s reasonable recommendations and advice as stipulated from time to time.
- 5.4. The Client shall also provide **ctm** with such assistance as it shall reasonably request in completing the Job. This includes but is not limited to all Client obligations detailed in the Quote or Subscription Contract and their related documents.
- 5.5. The Client will pay all fees due in accordance with clause 3.
- 5.6. Each party gives the other its consent to publicise, in a positive light only, the fact that the parties have a business relationship, but not to disclose the terms of this Agreement. For this purpose each party grants to the other a non-exclusive royalty free licence to use the logos and trademarks of the other party provided always that such use shall be for the purposes of publicising the relationship of the parties.
- 6. Liability / Indemnity**
- 6.1. **ctm** shall not be liable to the Client for any loss or damage howsoever caused arising directly or indirectly in connection with a Job except to the extent that such liability may not lawfully be excluded.
- 6.2. Notwithstanding the preceding clause **ctm** expressly excludes liability for consequential loss or damage which may arise in respect of the Job including loss of profit, loss of business, loss of revenue, loss of goodwill, loss of data and/or documents increased operating costs or anticipated savings.
- 6.3. The Client hereby agrees to indemnify **ctm** in respect of all costs charges expenses and professional fees incurred by **ctm** in exercising any of its rights under this Agreement in respect of any default or other breach by the Client.
- 6.4. The Client agrees to indemnify and hold harmless **ctm** and accepts liability for any improper use of Third Party Products by the Client or violation of licence agreements and or any other agreements entered into between the Client and any Third Party.
- 6.5. In the event that any exclusion clause within this Agreement shall be held to be invalid for any reason and therefore **ctm** becomes liable for loss or damage that could otherwise have been limited such liability shall be limited to the outstanding payments.
- 7. Confidential Information & Mutual Obligations**
- 7.1. All information, drawings, specifications, documentation, software listings or code which **ctm** or the Client may have from time to time imparted to one another relating to the System & Services or its operation or any software used on it which is regarded as confidential by **ctm** or the client shall be used solely and entirely in accordance with the provisions of the Quote and its referenced documents and that it shall not at any time during or after expiry or termination of the Agreement disclose in any way whatsoever directly or indirectly such information etc without the prior written consent of the other party.
- 7.2. It is specifically agreed that the preceding clause shall also apply to confidential know-how acquired by either of the parties from the other party as a consequence of the operation of the Agreement save where the same is already within the public domain other than through any act or omission by or on behalf of one or both of the parties.
- 8. Termination/Suspension of the Agreement**
- 8.1. This Agreement shall subsist for the term stated above and may be terminated by the giving of Notice, as set out in clause 4.
- 8.2. **ctm** shall also be entitled to terminate the Agreement in the following circumstances:
- 8.2.1. If the Client fails to pay all sums due from time to time under the Agreement.
- 8.2.2. If the Client fails to comply with any of its obligations under the Agreement.
- 8.2.3. If the Client fails to comply with any obligation under any Licence issued in respect of third-party or **ctm** software
- 8.2.4. If the Client fails to remedy within seven days any breach of this Agreement (if such breach be capable of remedy) having received from **ctm** Notice of such breach.
- 8.2.5. If the Client is served with a Statutory Demand and or if a body corporate a Winding Up Petition or it presents its own Petition, or calls a meeting of creditors or appoints or has appointed a Receiver of all or any of its undertakings or assets or shall be insolvent within the meaning of the Insolvency Act 1986 or succeeding legislation.
- 8.2.6. If any payment due to **ctm** is outstanding for longer than the time allowed on its invoice, **ctm** may Without Prejudice to any other right available to it suspend the provision of Services to the Client and any other obligation under the Agreement. In this event **ctm** shall not be liable in respect of any occurrence during such period of suspension. If such suspension does not secure performance of its obligations by the Client **ctm** may terminate this Agreement upon giving the Client no less than 14 days written Notice of its intention to do so.
- 8.3. Without prejudice to its rights of termination at any time under clause 8.2, **ctm** shall have the right to suspend the provision of any Services without Notice if **ctm** has the right to terminate this Agreement.
- 8.4. Upon termination of this Agreement for whatever reason the Client shall forthwith pay to **ctm** all monies then due and invoiced.
- 9. Circumstances beyond the control of ctm**
- 9.1. In no circumstances shall **ctm** be liable to the Client in respect of anything which apart from this clause may constitute a breach of the Agreement and which arises for instance from perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, strike, civil commotion, acts of local or central government, industrial disputes of whatever nature and acts of God.
- 10. Notice**
- 10.1. Any Notices which are to be given under this Agreement shall be in writing by post or email, to addresses agreed.
- 10.2. All Notices must be copied to the **ctm** Project Manager via post to the address listed in 1.16 above.
- 10.3. Both parties agree to notify the other in the event of any change in contact details.
- 11. Severance**
- 11.1. In the event that any of the provisions of this Agreement shall be determined by any Court or other competent authority to be invalid, unlawful or unenforceable to any extent then such provision shall to that extent be severed from the remaining provisions of the Agreement which shall continue to be valid and enforceable.
- 12. Assignment**
- 12.1. This Agreement is not assignable or transferable in whole or in part to any other person or body.
- 13. Jurisdiction**
- 13.1. This Agreement shall be construed in accordance with the provisions of English Law and the parties shall submit to the exclusive jurisdiction of the English Court.
- 14. General**
- 14.1. **ctm** shall have the right to modify these Terms & Conditions at any time. It is the Client's responsibility to check the current Terms & Conditions on the **ctm** website prior to any agreement. Clients with existing agreements will be given one month's written Notice of any changes.