

terms and conditions

THIS AGREEMENT is made as dated on the **Accepted Supply and Service Quotation**.
BETWEEN:

- (1) Smart Solutions GRP Ltd of Solutions House, Unit 7 The Office Village, Hampton, Peterborough PE7 8GX ("the **Company**") and
- (2) The **Client** as identified on the **Accepted Supply and Service Quotation** ("the **Client**")

WHEREAS:

- (1) The **Company** is engaged in the business of providing IT **Services** and or **Products** and has skill, knowledge, and expertise in that field.
- (2) The **Client** wishes to engage the **Company** to provide the **Services** and or **Products** subject to, and in accordance with, the terms and conditions of this **Agreement**.
- (3) The **Company** wishes to accept such engagement and shall provide the **Services** and or **Products** to the **Client** subject to, and in accordance with, the terms and conditions of this **Agreement**.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1. In this **Agreement**, unless the context otherwise requires, the following expressions have the following meanings:

"Accepted Supply & Service Quotation"

means any quotation, order form or contract from the **Company** accepted in writing or electronically by the **Client**.

"Agreement"

means the agreement between the **Company** and the **Client** for the provision of **Services** and or **Products** comprising of these conditions and the **Accepted Supply and Service Quotation**;

"Agreement Review"

means a review of this **Agreement** which will be conducted between the **Company** and the **Client** at any point during the **Term**;

"Business Day"

means any day (Other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;

"Business Hours"

means the business hours of the **Company** which shall be 9am to 5.30pm Monday to Friday;

"Client"

means the client purchasing **Services** and or **Products** from the **Company** as identified on the **Accepted Supply and Service Quotation**;

"Client's Representative"

means the person who shall be responsible for liaising with the **Company's Representative** in accordance with Clause 7, or such other person who the **Client** may from time to time nominate;

"Commencement Date"

means the date on which this **Agreement** comes in to force pursuant to Clause 2. The start date noted on any **Agreement** will also imply the same meaning.

"Company"

means Smart Solutions GRP Limited as identified on the **Accepted Supply and Service Quotation**;

"Company's Representative"

means individuals who shall be responsible for liaising with the **Client's Representative** in accordance with Clause 7, or such other person who the **Company** may from time to time nominate.

"Confidential Information"

means in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with this agreement or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such) and includes but is not limited to ideas; business methods; finance; prices; business, financial, marketing, development or manpower plans; customer lists or details; computer systems and software; products or services, including knowhow or other matters connected with the products or services manufactured, marketed, provided or obtained by a party, and information concerning a party's relationships with actual or potential clients, customers or suppliers and any other information which, if disclosed, will be liable to cause harm to that party.

"Fees"

means the fees payable by the **Client** to the **Company** as set out in the **Accepted Supply and Service Quotation**.

"fixed network svcs"

includes but not limited to leased lines; ADSL; FTTC; MPLS; any other internet services; WLR3/PSTN line rental;

"Loss"

means all damages, liabilities, demands, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation)).

"Payment Terms"

means the terms when the **client** is required to pay for **Services** and or **Products** received.

"Premises"

means the **Client's** premises as identified on the **Accepted Supply and Service Quotation**.

"Products"

means any hardware, software, cabling and or other products as identified on the **Accepted Supply and Service Quotation**.

"Services"

means items identified on the **Accepted Supply and Service Quotation**.

"Third Party"

means any provider deemed suitable by the **Company**.

"Term"

means the term as stated on the **Accepted Supply and Service Quotation**.

- 1.2. Unless the context otherwise requires, each reference in this **Agreement** to:
 - 1.2.1. **"writing"** and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2. **"statute"** or a provision of a statute is a reference to that statute or provision as amended or supplemented at the relevant time;
 - 1.2.3. **"agreement"** is a reference to this **Agreement** between the **Company** and the **Client** for the provision of **Services** and or **Products** comprising of these conditions and the **Accepted Supply and Service Quotation**;
 - 1.2.4. **"clause"** or paragraph is a reference to a clause of this Agreement.
 - 1.2.5. **"party"** refers to the **Client** and or the **Company** as set out in this agreement.
- 1.3. The headings used in this **Agreement** are for convenience only and shall have no effect upon the interpretation of this **Agreement**.
- 1.4. Words imparting the singular number shall include the plural and vice versa
- 1.5. Any phrase in the **Agreement** introduced by the term included, including, in particular or any similar expression will be construed as illustrating and will not limit the sense of the words proceeding.

2. Commencement and Term of Agreement

- 2.1. This **Agreement** will come into force on the **Commencement Date** and shall continue in force for the **Term** as set out on the **Accepted Supply and Service Quotation**. Thereafter the **Agreement** shall be renewed automatically for successive 12-month periods (which shall thereafter be defined as part of the **Term**), unless terminated:
 - 2.1.1. by the **Client** giving the **Company** not more than ninety (90) days and no less than thirty (30) days written notice, before the end of the **Term**, which applies for all services except **Fixed Network SVS** which require not more than a hundred and twenty (120) days and no less than ninety (90) days written notice before end date of the **Term**; or
 - 2.1.2. in accordance with clause 9
- 2.2. Where the services supplied start at a later date than the **Commencement Date** signed on the **Accepted Supply and Service Quotation**, the **Term** will commence from this date.
- 2.3. Where no **Commencement date** is provided this date will be inferred by the the start date of our billing to the **Client** for the service. Common scenarios for this are where services such as **fixed network svcs** are installed by a **Third Party** on a date outside of our control, or where we cannot confirm the **Commencement Date** at the time of the **Agreement** being signed.

3. The Company's Obligations

- 3.1. The **Company** shall render the **Services** and or **Products** to the **Client** in accordance with the provisions of Clause 6.
- 3.2. The **Company** shall perform its obligations under this **Agreement** in a reasonable and timely manner in accordance with the provisions of this **Agreement**.
- 3.3. The **Company** shall provide the **Client** with such information and advice in connection with the **Services** and or **Products** and the provision thereof as the **Client** may, from time to time, reasonably require both before and during the provision of the **Services** and or **Products**.
- 3.4. Time for performance or delivery is not of the essence and any timescales for performance or delivery given by the **Company** are estimates only. The **Company** will use its reasonable endeavors to provide the **Services** and or **Products** in accordance with any timescales set out on the **Accepted Supply**

and Service Quotation but will not be liable to the Client where it fails to meet any timescale.

- 3.5. The Company will not be liable for any failure to provide the Services and or Products resulting from any delay or breach by the Client of any of its obligations as set out in Clause 4
 - 3.6. The Company will not be obliged to provide any Services and or Products not referred to on the Accepted Supply and Service Quotation
 - 3.7. The Company shall use its reasonable endeavors to provide the Services and or Product on the Accepted Supply and Service Quotation. However, the Client acknowledges that, given the nature of the Services, the Company cannot guarantee that the Services will be uninterrupted or error free.
 - 3.8. Risk of damage to or loss of the Services and or Products will pass to the Client on delivery.
 - 3.9. Title to the Services and or Products will not pass to the Client until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 3.9.1. The Services and or Products; and
 - 3.9.2. All other sums which are or which become due to the Company from the Client on any account.
 - 3.10. Until title to the Products has passed to the Client, the Client will:
 - 3.10.1. Hold the Products as Bailee for the Company;
 - 3.10.2. Store the Products separately from all other material in the Client's possession;
 - 3.10.3. Take all reasonable care of the Products and keep them in reasonable condition;
 - 3.10.4. Insure the Products:
 - 3.10.4.1. With a reputable insurer
 - 3.10.4.2. From the date of delivery
 - 3.10.4.3. Against all risks
 - 3.10.4.4. For an amount at least equal to the price of the Products; and
 - 3.10.4.5. Noting the Company's interest on the policy;
 - 3.10.5. Ensure that the Products are clearly identifiable as belonging to the Company;
 - 3.10.6. Not remove or alter any mark on the Products;
 - 3.10.7. Inform the Company as soon as possible if it becomes subject to any of the events as set out in clause 9.1; and
 - 3.10.8. Provide the Company such information concerning the Products as the Company may from time to time request.
 - 3.11. The Client's right to possession of the Services and or Products will terminate immediately if any of the circumstances set out in clause 9.1 occur.
 - 3.12. If, at any time before title to the Products has passed to the Client, the Client informs the Company or the Company reasonably believes, that the Client has or is likely to become subject to any of the events specified in Clause 9 and the Products remain in the possession or control of the Client, the Company may (without limiting any of its other rights and remedies):
 - 3.12.1. require the Client to redeliver the Products to the Company (at the Client's cost); and
 - 3.12.2. if the Client fails to do so promptly, enter any Premises where the Products are stored and repossess them
 - 3.13. On termination of the Agreement, for whatever reason, the Company's rights contained in Clauses 3.9 to 3.12 will remain in effect.
- 4. The Client's Obligations**
- 4.1. The Client shall provide the Company with such information in connection with the Services and or Products and the provision thereof as the Company may, from time to time, reasonably require both before and during the provision of the Services and or Products.
 - 4.2. The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.
 - 4.3. The Client shall act in accordance with any and all reasonable instructions issued by the Company in relation to the Services and or Products. The Company shall not be liable for any failure to provide the Services and or Products or any part thereof which arises out of the Client's failure to follow any such instructions.
 - 4.4. The Client shall allow the Company and the Company's Representative access at all reasonable times to the Premises for the purpose of providing the Services and or Products.
 - 4.5. If the Company is provided with any incorrect information or instructions in connection with the Services and or Products, then the Client shall pay any reasonable additional and wasted costs and expenses incurred or suffered by the Company as a result in setting-up and/or providing any Services and

- or Products.
- 4.6. Where the Company's Representative or any Third Party Services Provider are working on Client Premises, the Client shall ensure a safe working environment in compliance with all applicable health and safety laws.
- 4.7. The Company reserves the right to refuse access to its servers to anyone.
- 4.8. Where the Services and or Products include any software, the same is provided on a licensed basis in accordance with the applicable licence terms and conditions. The Client agrees that it will comply with all applicable licence terms.
- 4.9. The Client agrees to indemnify and keep indemnified the Company (and the Company harmless) from any Losses arising as a result of the Client's breach of its duties under clause 4.8.
- 4.10. The Client shall not use the Services and or Products, or any Company Equipment:
 - 4.10.1. to provide, store, host, link to or connect to illegal content, content designed to offend or cause needless anxiety to others, any material which is abusive, indecent, defamatory, obscene, threatening, menacing or likely to cause harassment or which is in breach of any copyright, confidence, privacy or any other rights or scanning software;
 - 4.10.2. to distribute illegal, copyright infringing, indecent or offensive material;
 - 4.10.3. to send or procure the sending of any unsolicited e-mail; or
 - 4.10.4. in an unlawful manner or for any illegal purpose.

5. Fees, Payment and Records

- 5.1. The Client shall pay the Fees to the Company in accordance with the Accepted Supply and Service Quotation as consideration for the Services and or Products provided by the Company in accordance with the terms and conditions of this Agreement.
- 5.2. All payments required to be made pursuant to this Agreement shall be paid in advance by Direct Debit on the 28th Day of each month and in the case of the first payment within 7 days of the date of this Agreement. Payment shall be made to the bank account that Company may from time to time nominate, without any set-off, withholding or deduction.
- 5.3. Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- 5.4. If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 10.2.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 5% per annum over Barclays Bank PLC base rate from time to time in force.
- 5.5. If the Client fails to make payments for Services and or Products received, the Company reserves the right to terminate this Agreement with immediate effect. The Company will notify the Client before terminating the Services provided detailing when the Services will be ceased.
- 5.6. All payments shall be made in UK sterling.

6. Provision of the Services

- 6.1. The Company shall, throughout the Term of this Agreement, provide the Services to the Client in accordance with the terms and conditions of this Agreement.
- 6.2. The Company shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 6.3. The Company shall use all due and proper care to ensure that the manner in which it provides the Services does not have any adverse effect on the name, reputation, image or business of the Client.

7. Services Agreement Monitoring

- 7.1. In the event that changes to this Agreement are required due to circumstances including, but not limited to, legislative or regulatory change, either Party shall have the right to call for an immediate Agreement Review to discuss the necessary changes and action to be taken. Any changes agreed upon during such Agreement Reviews shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.

8. Confidentiality

- 8.1. Each Party undertakes that, except as provided by sub-Clause 8.2 or as part of normal working practices or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 12 months after its termination:

- 8.1.1. keep confidential all **Confidential Information**;
- 8.1.2. not disclose any **Confidential Information** to any other person;
- 8.1.3. not use any **Confidential Information** for any purpose other than as contemplated by and subject to the terms and conditions of this **Agreement**;
- 8.1.4. not make any copies of, record in any way or part with possession of any **Confidential Information**; and
- 8.1.5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that **Party**, would be a breach of the provisions of sub-clauses 8.1.1 to 8.1.4 above.

8.2. Either party may

- 8.2.1. disclose any **Confidential Information** to:
 - 8.2.1.1. any sub-contractor or supplier of that **Party**;
 - 8.2.1.2. any governmental or other authority or regulatory body; or
 - 8.2.1.3. any employee or officer of that **Party** or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by this **Agreement**, or as required by law, and in each case subject to that **Party** first informing the person, party or body in question that the **Confidential Information** is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 8.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other **Party** a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 8, to keep the **Confidential Information** confidential and to use it only for the purposes for which the disclosure is made; and
- 8.2.2. use any **Confidential Information** for any purpose, or disclose it to any other person, to the extent only that it is at the date of this **Agreement**, or at any time after that date becomes, public knowledge through no fault of that **Party**, provided that in doing so that **Party** does not disclose any part of that **Confidential Information** which is not public knowledge.

- 8.3. The provisions of this Clause 8 shall continue in force in accordance with their terms, notwithstanding the termination of this **Agreement** for any reason.

9. Termination

- 9.1. Either **Party** may forthwith terminate this **Agreement** by giving written notice to the other **Party** if:
 - 9.1.1. any sum owing to that **Party** by the other **Party** under any of the provisions of this **Agreement** is not paid within 28 days of the due date for payment;
 - 9.1.2. the other **Party** commits any other material breach of any of the provisions of this **Agreement** and, if the breach is capable of remedy, fails to remedy it within 28 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 9.1.3. an encumbrancer takes possession, or where the other **Party** is a company, a receiver is appointed, of any of the property or assets of that other **Party**;
 - 9.1.4. the other **Party** makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 9.1.5. the other **Party**, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other **Party** under this **Agreement**);
 - 9.1.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other **Party**;
 - 9.1.7. the other **Party** ceases, or threatens to cease, to carry on business; or
 - 9.1.8. control of the other **Party** is acquired by any person or connected persons not having control of that other **Party** on the date of this **Agreement**. For the purposes of this Clause 11, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 9.2. The right to terminate this **Agreement** given by this Clause 9 shall not prejudice any other right or remedy of either **Party** in respect of the breach

concerned (if any) or any other breach.

10. Post-Termination

Upon the termination of this **Agreement** for any reason:

- 10.1. any sum owing by either **Party** to the other **Party** under any of the provisions of this **Agreement** shall become immediately due and payable;
- 10.2. any rights or obligations to which any of the **Parties** to this **Agreement** may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;
- 10.3. termination shall not affect or prejudice any right to damages or other remedy which the terminating **Party** may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either **Party** may have in respect of any breach of this **Agreement** which existed at or before the date of termination;
- 10.4. subject as provided in this Clause 10, and except in respect of any accrued rights, neither **Party** shall be under any further obligation to the other;
- 10.5. each **Party** shall return to the other **Party** any materials in which the ownership has not been transferred to that other **Party** which have, for any reason, been provided for the purposes of this **Agreement**; and
- 10.6. each **Party** shall (except to the extent referred to in Clause 8) forthwith cease to use, either directly or indirectly, any **Confidential Information**, and shall forthwith return to the other **Party** any documents in its possession or control which contain or record any **Confidential Information**.

11. Force Majeure

Neither **Party** to this **Agreement** shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that **Party**. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the **Party** in question.

12. Nature of the Agreement

- 12.1. This **Agreement** contains the entire agreement between the **Parties** with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the **Parties**.
- 12.2. Each **Party** acknowledges that, in entering into this **Agreement**, it does not rely on any representation, warranty or other provision except as expressly provided in this **Agreement**, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.3. No failure or delay by either **Party** in exercising any of its rights under this **Agreement** shall be deemed to be a waiver of that right, and no waiver by either **Party** of a breach of any provision of this **Agreement** shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 12.4. At any time after the date hereof each of the **Parties** shall, at the request and cost of the other **Party**, execute or procure the execution of such documents and do or procure the doing of such acts and things as the **Party** so requiring may reasonably require for the purpose of giving to the **Party** so requiring the full benefit of all the provisions of this **Agreement**.

13. Severance

The **Parties** agree that, in the event that one or more of the provisions of this **Agreement** is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this **Agreement**. The remainder of this **Agreement** shall be valid and enforceable.

14. Relationship of the Parties

- 14.1. Nothing in this **Agreement** shall constitute, or be deemed to constitute, a partnership between the **Parties** nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other **Party** for any purpose.
- 14.2. Subject to any express provisions to the contrary in this **Agreement**, the **Company** shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the **Client** or bind the **Client** in any way.

15. Notices

- 15.1. All notices under this **Agreement** shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the **Party** giving the notice.
- 15.2. Notices shall be deemed to have been duly given:

- 15.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 15.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 15.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 15.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid. in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other **Party**.

16. Law and Jurisdiction

- 16.1. This **Agreement** (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2. Any dispute, controversy, proceedings or claim between the **Parties** relating to this **Agreement** (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

17. Formation

- 17.1. Each order or **Acceptance** of a **Supply and Service Quotation** for **Services** and or **Products** will be deemed to be an offer by the **Client** to purchase **Services** and or **Products** in accordance with the conditions. The **Agreement** is formed when the order is accepted by the **Company**, by way of email confirmation or any other written acknowledgement. No contract will come in to existence until such written acknowledgement of the order is issued by the **Company**.
- 17.2. Any quotation provided by the **Company** is valid for a period of seven days only from its date, provided that the **Company** has not previously withdrawn it.
- 17.3. Once an **Agreement** has been formed in accordance with Clause 2.3, the **Client** may not cancel the order. **Products** may not be returned by the **Client** following delivery unless they fail to comply with their specification due to defects in material or workmanship.

18. Suspension

- 18.1. The **Company** reserves the right to suspend provision of any part of the **Services** where:
 - 18.2. the **Client's** use of any of the **Services** is found to be monopolizing the resources available (this policy is only implemented in extreme circumstances and is intended to prevent misuse of the **Services**); or
 - 18.3. suspension is required for maintenance, repair or upgrade of any **Company** systems, **Services** and or **Products** (the **Company** shall use reasonable endeavors to give as much advance notice to the **Client** as is reasonably practicable in the circumstances); or
 - 18.4. dealing with any actual or suspected security breach, virus, or attack or any misuse by any person of any **Company** systems **Services** and or **Products**; or
 - 18.4.1. necessary because of an emergency; or
 - 18.4.2. required by any regulatory, governmental or other competent authority; or
 - 18.4.3. the **Services** depend on any Third Party Services and that Third Party Service is suspended by the relevant Third Party Services Provider; or
 - 18.4.4. the **Client** fails to pay any Fees in accordance with the provisions of the Agreement and fails to rectify such failure within seven days of a written request from the **Company** requiring the same to be rectified.
- 18.5. The **Company** may from time to time close down the whole or part of the network for routine repair or maintenance work. The **Company** shall give as much notice as in the circumstances is reasonable and shall endeavor to carry out such works during the scheduled maintenance periods as published by the **Company** as appropriate.
- 18.6. The **Client's** internal network configuration and any equipment that it uses with the **Services** and or **Products** that are not the **Company's** Equipment remains the responsibility of the **Client**. Any interruptions to the **Services** that occur as a result of an internal configuration or equipment issue may not be deemed as an interruption or suspension of the formal provision of the **Services** and the **Company** shall have no liability in this respect.

19. Liability

- 19.1. The **Company** shall not be liable for any loss or damage of whatsoever nature suffered by the **Client** arising out of or in connection with any breach of this **Agreement** by the **Client** or any act, misrepresentation, error or

omission made by the **Client** or on the **Client's** behalf.

- 19.2. The **Company** will not be liable for
 - 19.2.1. any indirect loss;
 - 19.2.2. consequential loss;
 - 19.2.3. loss of profit;
 - 19.2.4. loss of revenue
 - 19.2.5. loss or corruption of data; and
 - 19.2.6. loss of goodwill
 howsoever arising suffered by the **Client** or for any wasted management time or failure to make anticipated savings or liability the **Client** incurs to any third party arising in any way in connection with this **Agreement** or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
- 19.3. No matter how many claims are made and whatever the basis of such claims, the **Company's** maximum aggregate liability to the **Client** under or in connection with this **Agreement** in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this **Agreement**) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the **Client** for the **Services** and or **Products** in relation to which the **Client's** claim arises during the 12 month period prior to such claim.
- 19.4. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of the **Company**, its employees or its sub-contractors.
- 19.5. The **Company** shall not be liable for any interruptions to the **Services** or outages arising directly or indirectly from:-
 - 19.5.1. interruptions to the flow of data to or from the internet;
 - 19.5.2. changes, updates or repairs to the network or software which it uses as a platform to provide the **Services**;
 - 19.5.3. the effects of the failure or interruption of **Services** provided by third parties;
 - 19.5.4. factors outside of the **Company's** reasonable control;
 - 19.5.5. The **Client's** actions or omissions (including, without limitation, breach of the **Client's** obligations set out in the **Agreement**) or those of any third parties;
 - 19.5.6. problems with the **Client's** and/or third party equipment;
 - 19.5.7. interruptions to the **Services** requested by the **Client**.