
RIPLEY SOLUTIONS LIMITED TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions (“Terms”) are the standard terms for the provision of information technology consultancy and design services, the installation of IT equipment, development of software and other related information technology services by Ripley Solutions Limited, a company registered in England under number 10221211 whose registered office is at 1 Ripley Grove, Dudley, West Midlands, DY1 3TA.

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Change Order”	means Our document setting out the proposed changes to be made to an accepted Quotation and/or Order Confirmation, which may include a change of the Services provided, Milestones and/or the fees, which may be accepted by You (whether verbally or in writing) in order for Us to proceed and/or continue providing the Services to You;
“Confidential Information”	means, in relation to either party, information which is disclosed to that party pursuant to or in connection with these Terms and the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the agreement for the provision of Services by Us to You comprising of the Quotation, Order Confirmation, these Terms, any accepted Change Order and any other terms agreed in writing between Us and You;
“Intellectual Property Rights”	means all rights in and to intellectual property, including (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Milestone”	means one of multiple phases into which the Project and the provision of Our Services to You is divided as confirmed in the Quotation and/or Order Confirmation;

“Order Confirmation”	means Our confirmation in writing that We will provide the Services to You;
“Project”	means, collectively, the Services provided by Us to You including all the relevant Milestones as set out in Our Quotation and confirmed in Our Order Confirmation;
“Quotation”	means a quotation, provided by Us to You outlining Your requirements, the Services that We can supply to You, Our assumptions and exclusions and Our proposed fees for the Services requested by You, which will include the interim fees for any specific Milestones agreed. Such fees may vary according to the actual work undertaken;
“Request for Services”	means any enquiry for Us to supply Our services to You,, which may be in writing (including a statement of work) or made verbally by You;
“Services”	means all services provided by Us to You as set out in Our Quotation and confirmed by Us in Our Order Confirmation or otherwise agreed in writing;
“Total Fee”	means the total fee payable for the provision of Services to You for the Project, as shown in the accepted Quotation and/or Order Confirmation or otherwise agreed in writing, which shall include all Milestone payments;
“We/Us/Our”	means Ripley Solutions Limited, a company limited by shares registered in England under number 10221211, whose registered office is at 1 Ripley Grove, Dudley, West Midlands, DY1 3TA; and
“You/Your”	means the individual, company, partnership or other entity confirmed in Our Quotation with whom We contract with under these Terms.

- 1.2 Unless the context otherwise requires, each reference in these Terms to “writing”, and any similar expression includes electronic communications whether sent by e-mail, fax or other means.
- 1.3 The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. The Contract

- 2.1 These Terms govern the provision of Services by Us and will form the basis of the Contract between Us and You, to the exclusion of any other terms unless agreed in writing between the parties. By instructing Us to carry out the Services, You are confirming to Us that You have read, understood and agree to these Terms.

- 2.2 With the exception of any Quotations issued to You, nothing provided by Us including, but not limited to, any sales and marketing literature, price information and other documents constitutes a contractual offer capable of acceptance.
- 2.3 Following receipt of Your Request For Services, We will send to You a Quotation detailing the Services that We can provide to You (based on Your requirements) and the fees for doing so. This Quotation is a contractual offer capable of acceptance by You, provided such Quotation is accepted within 30 days of the date of the Quotation.
- 2.4 A legally binding contract between Us and You will be created upon Your acceptance of Our Quotation, as confirmed by Our Order Confirmation, or where You otherwise instruct us (whether verbally or in writing) to proceed as per Our Quotation.

3. The Project

- 3.1 When issuing Your Request For Services You shall set out, in detail, the Services You require Us to provide to include, where appropriate:
 - 3.1.1 full details of Your requirements and the anticipated Project including any Milestones;
 - 3.1.2 full description of the Services including time frames for the Project and each Milestone, type of Services and date You want Us to start the provision of Services; and
 - 3.1.3 any other information You deem necessary or relevant for Us to provide an accurate Quotation to You.
- 3.2 When issuing Your Request For Services, please ensure that all information that You provide to Us is correct, accurate and complete. We cannot accept any liability where You have provided Us with inaccurate or incomplete information.
- 3.3 We shall work together with You to agree the details of the Project, the Milestones and the Services to be provided by Us to You, which may differ from Your initial Request For Services, and this shall be confirmed in the accepted Quotation and/or Order Confirmation or as otherwise agreed in writing.
- 3.4 You may amend or cancel Your Request For Services at any time before You accept the Quotation but any amendments may require Us to issue a new Quotation
- 3.5 If You want to amend Your Request For Services after You have accepted the Quotation and We have issued an Order Confirmation then You must notify Us as soon as possible to request these amendments. We will then confirm the proposed changes to You in the Change Order which You may accept, either verbally or in writing, and which will then form part of the Contract. We reserve the right to invoice You for any costs We have incurred pursuant to Us carrying out any work in relation to Your acceptance of the Quotation and Our Order Confirmation.
- 3.6 We may cancel Your Request For Services and withdraw Our Quotation, in writing, at any time before You accept the Quotation if We are no longer able to continue. Once You have accepted the Quotation, We shall have the right to terminate the Contract in accordance with clause 13.

4. Services

- 4.1 The Services shall be carried out in accordance with Our Quotation that You have accepted and as confirmed in Our Order Confirmation or as otherwise agreed or amended and confirmed in writing.
- 4.2 We shall ensure that the Services are carried out with reasonable care and skill and to a reasonable standard which is commensurate with best practice in Our industry.
- 4.3 We shall use reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by You subject to Your acceptance of any related reasonable changes to the fees and/or any relevant changes to the Milestones (if necessary).
- 4.4 Further to clause 4.3, during the Project and during the provision of Our Services to You, the requirements, scope, Services or timelines may change. Such changes will be discussed and agreed

with You and documented in the Change Order to confirm the agreed changes, including any appropriate changes to Our fees.

4.5 Although We shall use reasonable endeavours to meet any agreed timescales, time shall not be of the essence in carrying out the Services under the Contract. If We are aware that any timescales may change, We will notify You and confirm the change with You as per clause 4.4 above.

4.6 We reserve the right to make or agree to any changes in the provision of Services that may be required to conform to any legal or regulatory requirements without notice.

5. **Our Subcontractors**

5.1 We may engage suitably skilled subcontractors to carry out some or all of the Services to You on Our behalf. In these circumstances We shall remain responsible for the Services carried out by any subcontractors working on Our behalf.

5.2 The engagement of any subcontractors will be solely Our decision and You shall not have any influence over who carries out the Services to You nor will You have any opportunity to review, screen, interview or chose the subcontractors. We will carry out all reasonable and appropriate checks on any subcontractor before engaging them.

5.3 Where We, or Our subcontractors, are carrying out the Services in accordance with Our Quotation which You have accepted, You shall not supervise, direct or control the actions of any of Our subcontractors or any other person carrying out the Services on Our behalf. We shall provide the Services to You in accordance with the accepted Quotation and such employees and/or subcontractors that carry out the Services will do so with reasonable care and skill.

6. **Your Obligations**

6.1 You are authorised to appoint Us to provide the Services and You shall use all reasonable endeavours to provide all pertinent information to Us that is necessary for Our provision of the Services, including any information required by Us as listed in the Quotation under “Customer Responsibilities and Obligations”.

6.2 You shall allow us access to all relevant premises, equipment, software, licences, ancillary components, data backups and all relevant documentation as necessary for Us to provide the Services to You, and as otherwise confirmed in Our Quotation.

6.3 In the event that We require the decision, approval, consent or any other communication from You in order to continue with the provision of Services, or any part thereof at any time, You shall provide the same in accordance with the time limits set out in the Quotation, or where no time limits are specified, You shall provide the same in a reasonable and timely manner.

6.4 If the nature of the Services requires Us to access Your premises or any other location where access is lawfully controlled by You, You shall ensure that the We have access to the same at the times to be agreed between Us and You as required.

6.5 Any delay in the provision of the Services resulting from Your failure or delay in complying with any of the provisions of this Clause of these Terms shall not be Our responsibility.

7. **Fees and Payment**

7.1 Any Quotations issued by Us are valid, and can only be accepted, for a period of 30 days from the date of Quotation, unless otherwise confirmed in writing.

7.2 The Total Fee and any other fees quoted to You are exclusive of VAT, disbursements and expenses unless otherwise stated.

7.3 In order for Us to provide some Services to You, it may be necessary to incur additional expenses that are not listed within the Quotation or Order Confirmation and You will be liable to pay to Us all relevant expenses. These may include travel expenses which shall be charged to You at an appropriate rate

(usually at cost minus any VAT, where applicable). Where We become aware that it will be necessary for these additional expenses to be incurred, We will notify You of this in writing as soon as is reasonably practicable and will do so before these expenses are incurred.

- 7.4 Where there is an increase in costs that We incur in providing the Services to You, that is outside of Our control, We will notify You of any changes as soon as possible but We reserve the right to invoice You for these additional costs.
- 7.5 In the event that You require Us to provide further Services that were not included in the Quotation and/or the Order Confirmation, or any other amendments are requested by You and are agreed and confirmed in a change order or otherwise agreed in writing, You agree that You will pay to Us the cost of the additional and/or amended Services provided.
- 7.6 We shall invoice You in accordance with the accepted Quotation, unless otherwise agreed or amended, which shall usually be a proportion of the Total Fee on completion of the agreed Milestones and any relevant expenses or disbursements incurred.
- 7.7 In the event that a Milestone cannot be met or achieved as per the Quotation and/or Order Confirmation, due to no fault of Our own, We shall have a right to invoice You for Our Services carried out to date under the Contract, to include all expenses and disbursements incurred by Us.
- 7.8 You agree to pay to Us the invoice amount in full within 30 days of the date of the invoice.
- 7.9 If payment of any invoice issued by Us to You is not paid within 30 days of the date of the invoice, or as otherwise agreed in writing, then We reserve the right to:
 - 7.9.1 charge You interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum; and
 - 7.9.2 withhold the provision of further Services to You, even if such Services have been requested by You in relation to a separate Request For Services and/or on a separate project, until such time that all payments due and owing to Us from You have been made in full; and
 - 7.9.3 retain ownership of all Intellectual Property Rights that subsist in the course of providing the Services to You, in accordance with clause 9.1.
- 7.10 Where applicable, We reserve the right to charge You interest and administration costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 7.11 We reserve the right and shall be entitled to deduct, withhold and/or set-off any sums owing to Us by You against any amount payable by Us to You. You shall pay all sums due to Us in full without withholding, deducting or setting-off any sums You believe are owing to You.

8. Liability, Indemnity and Insurance

- 8.1 We shall ensure that We have in place at all times appropriate and valid insurance which shall include public liability and professional indemnity insurance.
- 8.2 You confirm to Us that You have in place at all times sufficient and appropriate insurance.
- 8.3 We will only be liable to You for any foreseeable loss or damage that You may suffer as a result of Our material breach of these Terms or as a result of Our negligence. We will not be responsible for any loss or damage that is not foreseeable. Unless otherwise stated by law or elsewhere in these Terms, the total liability that We owe You in relation to the supply of Services shall not exceed the Total Fees paid by You to Us for Our Services carried out under this Contract only, unless the Total Fees under this Contract exceed £1,000,000.00 and in such circumstances Our total liability to You will be limited to £1,000,000.00.
- 8.4 We will not be liable to You for any loss of profit, loss of business, interruption to business or for any

loss of business opportunity.

- 8.5 We will not be liable to You where any claim, proceedings or other cause of action against Us, under the Contract, is not commenced within 5 years from the date of You being aware of such circumstances to entitle You to bring a claim.
- 8.6 Nothing in these Terms seeks to exclude or limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

9. Intellectual Property

- 9.1 We shall retain the ownership of any and all Intellectual Property Rights that may subsist in anything produced by Us and/or Our subcontractors, which is created directly as a result of providing the Services as per the accepted Quotation until payment of the Total Fees and all other fees and expenses due to Us have been paid in full, at which point the Intellectual Property Rights that are created directly as a result of providing the Services to You in accordance with the accepted Quotation and/Order Confirmation shall pass to You.
- 9.2 All and any other Intellectual Property Rights owned by Us which are not created directly as a result of providing the Services in accordance with the Order Confirmation and under this Contract, including any existing Intellectual Property Rights that We own and may use to deliver the Services to You, shall remain owned entirely by Us and You acknowledge that You have no rights in relation to such Intellectual Property Rights.
- 9.3 You warrant to Us that You have all necessary permissions, consents, licences or other rights to use any third party Intellectual Property Rights that You are using, including any software, designs and/or drawings, and will indemnify us in full against any costs, liability, damages, loss, claims or proceedings where such claim or loss is attributable to an act or omission of Yours in relation to Intellectual Property Rights of a third party.

10. Non-Solicitation

You warrant to Us that You shall not directly or indirectly, at any time during the Contract or for a period of 12 months after, solicit or entice away from Us or employ or (directly or indirectly) offer employment or a consultancy to any person who at, or at any time during the period of 6 months before the date of the Order Confirmation, was an employee, contractor or who otherwise carried out Services on Our behalf.

11. Confidentiality

- 11.1 Except as provided by Clause 11.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 2 years after its termination:
- 11.1.1 keep confidential all Confidential Information;
 - 11.1.2 not disclose any Confidential Information to any other party;
 - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Contract and these Terms;
 - 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party may:
- 11.2.1 disclose any Confidential Information to:
 - 11.2.1.1 any sub-contractor or supplier of that Party;
 - 11.2.1.2 any governmental or other authority or regulatory body; or

11.2.1.3 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 the Contract (including but not limited to, providing the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 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 the Order Confirmation, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

11.3 The provisions of Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

12. Force Majeure

12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. 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 Our control.

12.2 If any event described under this clause occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms:

12.2.1 We will inform You as soon as is reasonably possible;

12.2.2 Our obligations under these Terms and any time limits including those in relation to any Milestones will be extended accordingly;

12.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Us to provide the Services;

12.2.4 If the event outside of Our control continues for more than 2 months We may cancel the Contract and, in the event that the Contract is cancelled, inform You of the cancellation in writing.

13. Termination

13.1 We may immediately terminate the Contract by giving written notice to You if:

13.1.1 You fail to pay any amount due to Us under any of the provisions of these Terms within 30 days, or as otherwise agreed in writing, of the due date for payment;

13.1.2 You breach any of Your obligations in these Terms;

13.1.3 an encumbrancer takes possession, or where You are a company, a receiver is appointed, of any of Your property or assets;

13.1.4 You make any voluntary arrangement with Your creditors or, being a company, You become subject to an administration order (within the meaning of the Insolvency Act 1986);

13.1.5 You, being an individual or firm, have a bankruptcy order made against You or, being a company, go 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 that other party under the Contract);

13.1.6 You cease or threaten to cease, to carry on business; or

13.1.7 control of that other party is acquired by any person or connected persons not having control of that other party on the date of the Letter of Engagement. For the purposes of this Clause 13, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010; or

13.1.8 We are for whatever reason unable to provide, or continue to provide, the Services to You, including circumstances where changes to the accepted Quotation are necessary and You do not accept the Change Order or otherwise instruct Us to continue as per the Change Order.

13.2 Further to Clause 13.1, We may otherwise terminate the Contract by giving no less than 30 days written notice to You.

13.3 You may terminate the Contract by giving no less than 90 days written notice to Us providing that all fees, including disbursements and expenses, due to Us have been paid in full in accordance with these Terms, and that You will pay any interim invoice as per clause 13.4 below.

13.4 Notwithstanding the above, the Contract can be terminated at any time, without the notice provisions above, where both parties mutually agree to terminate the Contract in writing.

13.5 We shall only store any documentation, to include any work results, that arise directly from the Services We provide to You under the Contract for a maximum period of 2 years following termination. We reserve the right to delete and/or permanently destroy any documentation 2 years after the termination of the Contract and We shall not be responsible or have no liability to You in relation to such documentation.

13.6 In the event of termination, for whatever reason, We reserve the right to invoice You for any Services carried out, and any fees and/or expenses incurred between the issue of Our last invoice and the date of termination.

13.7 Upon the termination of the Contract for any reason, any sum owing by You to Us under any of the provisions of the Contract or these Terms shall become immediately due and payable and termination shall not affect or prejudice any right to damages or other remedy which We may have in respect of the event giving rise to termination or any other right to damages or other remedy which We may have in respect of any breach of the Contract which exist at or before the date of termination.

14. Data Protection

14.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Data Protection Act 2018, and Your rights under this legislation.

14.2 For complete details of Our collection, processing, storage and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable) please refer to Our Privacy Notice available from Us, on request.

15. General

15.1 We may transfer (assign) Our obligations and rights under these Terms (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

15.2 You may not transfer (assign) Your obligations and rights under these Terms (and under the Contract, as applicable) without Our express written permission.

- 15.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.
- 15.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Term shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 15.6 We reserve the right and shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under these Terms or the Contract or any other agreement at any time.
- 15.7 Nothing in these Terms shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in these Terms and in the Contract.
- 15.8 These Terms, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and any dispute, controversy, proceedings or claim between You and Us shall be subject to the exclusive jurisdiction of the courts of England.