

## 1. Application of these Terms and Conditions

Unless the context otherwise requires, the words "include(s)" and "including" will be construed without limitation and words in the singular shall include the plural, and vice versa. The headings in the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement. The following terms shall have the meaning set out below:

"Agreement"	these terms and conditions, together with the relevant order form;
"Customer"	a purchaser or licensee of the Products;
"Hardware"	the equipment and other physical items to be purchased;
"Intellectual Property"	any and all patents, trademarks, service marks, copyright, database Rights" rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
"Products"	Any Hardware or Software sold by Llaborate or any Support Service provided by Llaborate;
"Llaborate"	Llaborate Ltd of 7 School Street, Westhoughton, Bolton, BL5 2BG;
"Site"	the Customer's premises where the Products will be delivered and / or installed;
"Software"	the software to be purchased or supplied by Llaborate;
"Subscription Service"	access to a website or service over a period of time determined by Llaborate;
"Working Day"	the hours of 9am – 5pm, Monday to Friday inclusive excluding public/bank holidays in England and Llaborate's shutdown period between Christmas and New Year each year.

## 2. Price

- 2.1 Unless a written quotation has been given (whereupon the price quoted will be fixed for a period of seven (7) days or such other period as is specified therein) the prices for the Products are subject to alteration without notice and the price charged to the Customer will be that applicable at the date of Llaborate's acceptance of the order. Orders are not binding upon Llaborate until accepted by Llaborate. All prices are exclusive of value added tax (and any similar tax), packing, carriage, insurance and installation. Where applicable these will be added as separate items on Llaborate's invoice.
- 2.2 Orders will be deemed accepted and binding on both parties as follows:
  - 2.2.1 A signed quotation is returned to Llaborate
  - 2.2.2 A purchase order or order number is provided by the Customer.
  - 2.2.3 Following full payment for the Products or at the point that Llaborate commences delivery of the Product in question.
- 2.3 In particular, but without limitation to the generality of the foregoing, the generation of any automatic electronic responses shall not constitute acceptance of an order.

## 3. Payment

- 3.1 Llaborate may share customer credit history information with relevant credit agencies. Llaborate reserves the right to run a credit check with a relevant credit agency before giving a Customer credit, and to validate any credit card account holder or delivery address details.
- 3.2 Llaborate remains the owner of the Products until these have been paid for in full.
- 3.3 Unless otherwise agreed in writing by Llaborate, the Customer shall pay for Products at the time of order. Where the Customer is invoiced by Llaborate on the date of delivery for the Products, the Customer shall pay all invoices within thirty (30) days of the date thereof (time being of the essence). Terms of payment are within Llaborate's sole discretion.
- 3.4 Until payment of the order in full:
  - 3.4.1 Llaborate shall have absolute authority to retake, sell or otherwise deal with or dispose of any or part of the Products;
  - 3.4.2 the Products will appear in the Customer's books in the name of Llaborate;
  - 3.4.3 in the event of threatened liquidation or threatened seizure of the Products, the Customer will immediately notify Llaborate and Llaborate may take action to repossess the Products. The Customer will also notify interested third parties of Llaborate's ownership of the Products;
  - 3.4.4 for the purpose specified in 3.4.3 above, Llaborate or any of its agents or authorised representatives shall with reasonable cause be irrevocably entitled at any time and without notice to enter upon any premises in which the Hardware or any part thereof is installed, stored or kept, or is reasonably believed so to be; and
  - 3.4.5 Llaborate shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Hardware.
- 3.5 Except where stated, prices exclude UK Value Added Tax and delivery costs, which will be added to the total amount due.
- 3.6 Llaborate is under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a miss-pricing.
- 3.7 All credit card payments will be subject to a 2.5% handling fee, this will be an additional amount to your invoice total.
- 3.8 Invoices will be sent via post and email to the addresses specified on your order. Requests for copy invoices will be charged at £15 per invoice.
- 3.9 New commercial Customers must pay for their first three (3) orders in full and upfront before they can request alternate payment terms.

#### 4. Automatic Renewal Products/Services

Llaborate offers some Products and Services which have automatic renewals. Llaborate endeavour to inform the Customer by email, using the email address provided, before automatically renewing any Subscription Service, together with details regarding how to cancel such renewal. Once Llaborate has informed the Customer that the subscription will be automatically renewed, Llaborate will automatically renew the services and charge the Customer the then current price for the renewal term. Llaborate will charge the Customer's chosen payment method for the subscription Product renewal. The Customer must cancel the Subscription Service before the renewal date set out in the relevant contract for the Subscription Service or, in the absence of such contract, thirty (30) days before the renewal date to avoid being charged and invoiced for the renewal. Llaborate reserves the right to charge an additional administration fee to set up or renew any Subscription Service where the Customer has opted out of the aforementioned automatic renewal provision.

#### 5. Late Payment

- 5.1 Llaborate reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty or (at Llaborate 's option) forthwith to determine the same. Llaborate has no obligation to provide service or support until Llaborate has received full payment for the Product or services or support that the Customer has purchased.
- 5.2 If any sum owed by the Customer to Llaborate under the Agreement or any other contract the Customer has with Llaborate is not paid by the due date, Llaborate may deduct this sum from any payment or credit due to the Customer under the Agreement or any other contract with Llaborate.
- 2.3 Llaborate reserves the right to suspend or cancel the Customer's credit account if any invoice is overdue.
- 2.4 Llaborate reserves the right to refuse additional technical support to the Customer if the Customer's credit account if any invoice is overdue

#### 6. Site preparation and access

- 6.1 If Llaborate installs the Product, the Customer:
  - 3.1.1 agrees to prepare the Site according to any instructions Llaborate may give and to provide Llaborate with reasonable access to the Site for the purposes of the Agreement;
  - 3.1.2 will obtain any permission needed, including permission for any changes to the Site. For the avoidance of doubt this includes, without limitation, any licences, planning permissions or other consents;
  - 3.1.3 will provide onsite parking free of charge for the duration of the works. If onsite parking is unavailable the customer may be incur additional charges for parking facilities;
  - 3.1.4 will provide any electricity required for the installation of the product(s) free of charge for the duration of the works;
  - 3.1.5 will provide adequate welfare facilities to Llaborate personnel, free of charge for the duration of the works;
  - 3.1.6 will set aside an adequate area for the engineer(s) to complete the works;
  - 3.1.7 will ensure that existing equipment belonging to the Customer being utilised or connected up must be fully operational and virus free, and fully accessible to the engineer during the installation; and
  - 3.1.8 will ensure that all such cabling and associated sockets should be in their correct location and tested by the Client prior to the equipment installation date.
- 6.2 The Customer and Llaborate will meet each other's reasonable safety and security requirements when on the Site. If the Customer or Llaborate damages the other's equipment it must pay for any repair or replacement needed.
- 6.3 The Customer is responsible for and the associated costs for making the Site good, after any work undertaken by Llaborate at the Site, including re-decorating.

#### 7. Delivery and Installation

- 7.1 Upon delivery, the Customer is responsible for protecting and insuring the Products against loss, damage or destruction.
- 7.2 All deliveries shall be made during Working Days. If the Customer requires delivery to be made outside such times, subject to Llaborate's sole discretion, an additional charge shall be payable. Llaborate reserves the right to make partial deliveries.
- 7.3 If the Customer delays or prevents the delivery or installation of the Products, Llaborate may apply reasonable additional charges.
- 7.4 Dates for delivery of the Products are estimates only and are subject to Llaborate's availability schedule. Llaborate shall use its reasonable endeavours to meet any delivery date acknowledged but shall not be liable for failure to meet such date. Llaborate does not accept liability for delays and time shall not be of the essence. Llaborate will try to inform the Customer if Llaborate believes that performance is likely to be delayed for any reason.
- 7.5 Where Llaborate installs Hardware, Llaborate shall perform standard inspection checks. If Llaborate has not agreed to install the Hardware, the Customer shall be responsible for the installation of Hardware in accordance with instructions provided by Llaborate or third party supplier. If installation is not performed by Llaborate, Llaborate shall be under no obligation to perform any test procedures and the date of acceptance shall be the date of delivery to the Customer.
- 7.6 For Llaborate installed Products, satisfactory completion of Llaborate's standard test procedure and an Acceptance Form (if applicable) signed by the Customer, which the Customer shall not unreasonably refuse to sign, and Llaborate will be sufficient to establish acceptance. If the Acceptance Form is not signed by the Customer within seven (7) days after installation of the Products and in the absence of written notification of valid reasons justifying non acceptance, the Customer shall be deemed to have accepted the Products on the eighth (8th) day.
- 7.8 All work will be performed during standard business hours; Monday – Friday 09:00 – 17:00, unless otherwise stated.
- 7.9 Work performed outside of the standard business hours will be charged at 1.5 times the standard hourly rate.
- 7.10 Work performed during weekends or Bank Holidays will be charged at 2 times the standard hourly rate.
- 7.11 If the Customer orders Products for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The Customer will be responsible for payment of any such import duties and taxes.

#### 8. Order Amendments

- 8.1 The Agreement cannot be varied without the written agreement of the parties, except that Llaborate may make minor changes to the specification of the Products at any time and without notice which do not materially affect the performance of the Products.

- 8.2 The Customer may request an amendment to an order prior to despatch of the Product. Amendments requested by the Customer may incur an additional charge to be calculated by Llaborate at its sole discretion and may result in delayed delivery of the Product. A Customer may only request an amendment to an order in writing (including via email). The request must state clearly the Customer name, order number, the requested amendment and the reason for the amendment. No change to the order will be effective until Llaborate has confirmed in writing (which for these purposes shall include e-mail) its acceptance to a Customer requested amendment.
- 8.3 Llaborate may request an amendment to an order prior to delivery of the Product. Amendments requested by Llaborate may incur an additional charge and may result in delayed delivery of the Product. Llaborate may request an amendment to an order in writing (which for these purposes shall include e-mail) or via telephone setting out the reason for the amendment. The Customer has five (5) Working Days to reject the order amendment, otherwise the revised order will be valid for the purposes of the Agreement.

## 9. Cancellation and Returns

- 9.1 The Customer must ensure that all Products are inspected IMMEDIATELY upon delivery and in all cases the Customer must inform Llaborate of any defects or damages in writing or via telephone within two (2) Working Days of delivery so that the repair or replacement process can begin with the manufacturer.

### Damage in transit

- 9.2 Llaborate will accept responsibility for damages or loss in transit only if:
- 9.2.1 the Product(s) were delivered to the Customer by Llaborate;
  - 9.2.2 the Customer reports the damage or loss in accordance with clause 9.1;
  - 9.2.3 such loss or damage is noted on the consignment note or delivery document upon receipt;
  - 9.2.4 the added packaging is retained for inspection; and
  - 9.2.5 the Products are handled by the Customer in accordance with Llaborate's or the carriers conditions of carriage or handling stipulations.
- 9.3 Where Llaborate accepts responsibility under clause 9.2, Llaborate shall at its option replace or repair any Products proved to Llaborate's satisfaction to have been lost or damaged in transit.
- 9.4 Where Products are delivered direct to the Customer via a third-party, the Customer is solely responsible for raising any damage or loss disputes or claims with that company directly and agrees not to withhold any payment due to Llaborate within this time.

### Non-cancellable / Non-returnable Products

- 9.4 Returns of the Products, unless they are dead on arrival, will not be accepted in the following circumstances:
- 9.4.1 the Products were made to the Customer's own specification or configured to order;
  - 9.4.2 audio or video recordings or Software that the Customer has unsealed;
  - 9.4.3 open packaged Software or pre-loaded / downloaded Software Licences; or
  - 9.4.4 a Product stipulated on the order form or quotation as non-cancellable or non-returnable.
- 9.5 For quotes / orders containing exclusively non-standard items the entire quote / order shall be designated as non-cancellable / non-returnable. For quotes / orders containing both standard and non-standard items, only the non-standard items or items the Customer has been told are non-returnable shall be non-cancellable / non-returnable.

### Cancellation of Products

- 9.6 With the exception of the Products which fall within clause 9.4 above, the Customer may cancel an order after acceptance of the order by Llaborate, but before despatch of the Product, subject to a cancellation fee of up to but not greater than the total order value. Such cancellation fee to be calculated by Llaborate at its sole discretion and may include:
- 9.6.1 Llaborate's charges for order processing and management; and / or
  - 9.6.2 a restocking fee of the manufacturer; and / or
  - 9.6.3 the full charges for the Product.

### Cancellation of Services

- 9.7 Services cancelled by the Customer less than ten (10) working days prior to commencement will result in the Customer being liable for an additional labour charge according to the following scale:
- More than 10 working days' notice no charge.
  - More than 5 working days' notice 25% of order value.
  - 3-5 working days' notice 50% of order value.
  - Less than 3 working days' notice 100% of order value.
  - On day of delivery 100% of order value plus any travel or accommodation costs.
- 9.8 Llaborate has the right to charge a cancellation fee of 25% against any project / installation scheduled and confirmed to take place in any holiday period. Any cancellations in holiday season (namely school summer holidays) the company cannot re-populate its installation diary at this late stage creating financial loss and will therefore apply the standard 25% cancellation fee.

### Unopened Products

- 9.9 Llaborate normally allows Customers to return unopened Products, however all returns are at Llaborate's sole and absolute discretion. Llaborate will only consider returns provided:
- 9.9.1 the Customer informs Llaborate, in writing (including via email), of its wish to return the unopened Product within seven (7) Working Days following delivery, whereupon Llaborate shall give further instructions regarding the returns process which the Customer must follow;
  - 9.9.2 the Product is received by Llaborate, or such other place as instructed to the Customer by Llaborate, within fourteen (14) days of the date the Product was delivered to the Customer; and
  - 9.9.3 the manufacturer accepts the return of the goods and certifies that they are in resalable condition.
  - 9.9.4 the Customer accepts a restocking fee of 25% of the product's sale price.

- 9.10 In all events the Customer will be responsible for the cost of returning the Product to Llaborate or the manufacturer and will be responsible for up to the full value of the Product if it is received damaged, opened or not in a resalable condition.
- 9.11 In circumstances where return of Product(s) is permitted by Llaborate, Llaborate will issue a credit note on the Customer's account so that the invoice for the relevant Product is deemed cancelled. In the event a Customer has paid for the Products in full, a refund will be granted.

#### Opened Product: Dead on Arrival ("DOA")

- 9.12 The Customer must satisfy themselves of the manufacturer's DOA or warranty policies before they purchase the Products. Individual manufacturer's DOA policies should be included in the warranty which is delivered with the Product. The Llaborate customer service department will not have details of the DOA policies.
- 9.13 If the Customer has inspected the Products in accordance with clause 9.1 and finds the Products to be DOA, the Customer must contact Llaborate within two (2) Working Days to obtain a repair or refund.
- 9.14 The refund or replacement of faulty or defective DOA Products is subject strictly to individual manufacturer's DOA policies.
- 9.15 The Customer may be required to contact the manufacturer's technical department to troubleshoot and / or to obtain DOA authorisation which must be retained by the Customer and presented to Llaborate upon request.
- 9.16 The Customer is also required to make a note of any call / case reference numbers issued by the manufacturer to assist Llaborate with return of the DOA Product.
- 9.17 In the case where it is established that Products are faulty or defective Llaborate's customer service department will arrange with the Customer to have the Products collected. In some instances the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by Llaborate's customer service department.
- 9.18 Generally any returns will need to be authorised by the manufacturer via Llaborate and then any credit will only be issued once the manufacturer has confirmed acceptance of the return and confirmed that Llaborate will receive the credit. If the Customer reports a fault and Llaborate finds there is none or that the Customer has caused the fault, Llaborate may apply a charge. Any credit will exclude the original cost of delivering the Product plus any restocking fee.
- 9.19 The Customer is responsible for ensuring that the Products are returned in their original packaging together with all disks, manuals and cables so as to ensure safe transit and ease of identification.
- 9.20 If a fault is found and an applicable manufacturer's DOA period is not exceeded, then the Products will be repaired and / or replaced under the terms of the manufacturer's warranty.
- 9.21 Without prejudice to clause 15 below, the remedies in this returns section represent the Customer's sole and exclusive remedies in respect of any issues experienced with the DOA Products provided by Llaborate.

### **10. Termination**

- 10.1 Llaborate shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the Customer to terminate forthwith the Agreement, including any Software licence in any of the following events:
- 10.1.1 if the Customer commits any breach of any of the Agreement provided that if the breach in question is one which the Customer can effectively remedy then the said notice of termination shall not be effective to terminate the Agreement unless the Customer fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of;
  - 10.1.2 if the Customer ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due;
  - 10.1.3 the Customer has given any false or misleading information to Llaborate;
  - 10.1.4 the Customer is in material breach of the Agreement, which includes non-payment of any valid invoice by the due date;
  - 10.1.5 if the Site is changed; or
  - 10.1.6 if the Customer is in any way disrespectful or threatening towards any member of the Llaborate staff.
- 10.2 If Llaborate is prevented, hindered or delayed from performing any obligation under the Agreement because of something beyond its reasonable control including: act of Nature, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom Llaborate is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing the Agreement.

### **11. Disputes**

Any dispute must be raised in writing (or via email to [customer.services@llaborate.co.uk](mailto:customer.services@llaborate.co.uk)) giving all relevant details including the nature and extent of the dispute. The Customer and Llaborate will use reasonable endeavours to resolve any dispute.

### **12. Liability**

- 12.1 Nothing in the Agreement excludes the liability of either party:
- 12.1.1 for death or personal injury caused by their negligence; or
  - 12.1.2 for fraud or fraudulent misrepresentation.
- 12.2 Neither party shall in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- 12.2.1 loss of profits; or
  - 12.2.2 loss of business; or
  - 12.2.3 depletion of goodwill or similar losses; or
  - 12.2.4 loss of anticipated savings; or
  - 12.2.5 loss of goods; or

12.2.6 loss of use; or

12.2.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- 12.3 Subject to clause 14.1, Llaborate will not, under any circumstances or causes of action be liable for any damages, including to tangible property, in excess of the price paid by the customer for the products.
- 12.4 The Customer agrees that Llaborate will not be liable for any loss arising out of the provision of Products or services by any company, organisation or person other than Llaborate or for any loss caused by the Customer's failure to perform its obligations under the Agreement.
- 12.5 Where digital content supplied by Llaborate is proven to have caused damage to the Customer's device or other digital content, Llaborate may choose to either repair the device or digital content, or offer the Customer compensation. Any compensation shall: (a) be reasonable in all the circumstances; and (b) only be payable where the damage would not have occurred if Llaborate had exercised reasonable care and skill.

### 13. Warranties

- 13.1 The Customer will get the benefit of the manufacturer's warranty in respect of all the Hardware. Please note that Llaborate does not provide any warranties in respect of the Hardware and all other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.
- 13.2 In the case of software, the Customer will have the benefit of any warranty given by the software developer. All other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.
- 13.3 In the event of any claim presented under warranty being found on investigation by Llaborate or the manufacturer either to be outside the scope or duration of the warranties under this clause 13 or the fault not being confirmed, then the cost of such investigation and repair shall be borne by the Customer.

### 14. WEEE Regulations

- 14.1 The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (the "WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment ("WEEE"). Llaborate and the Customer acknowledges that for the purposes of Regulation 9 this clause 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.2 The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer shall indemnify and hold harmless Llaborate against any claims or legal proceedings that are brought or threatened against Llaborate by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. Llaborate will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

### 15. Data Protection

- 15.1 The parties acknowledge that Llaborate's provision of the service under the Agreement may require the transfer of Data to Llaborate's sub-contractors ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data. Llaborate will be permitted to transfer Data to such Recipients provided that Llaborate shall have entered into an agreement with the relevant Recipient based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in the Agreement.
- 15.2 The parties also acknowledge that Llaborate may also use services and/or products from other third parties in order to provide the services under the Agreement and that, in doing so, Llaborate may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If Llaborate becomes aware of any such third party wishing to transfer Data outside the European Economic Area, Llaborate shall request that the third party enters into an agreement of the sort noted in clause 14.1 above.
- 15.3 The Customer agrees to comply with its obligations under Data Protection Law in relation to its collection, processing and provision of Data to Llaborate in connection with the services provided under the Agreement.
- 15.4 The Customer shall indemnify and hold harmless Llaborate against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 18 by the Customer and/or its employees, agents and/or sub-contractors.
- 15.5 The Customer acknowledges that Llaborate is reliant on the Customer for direction as to the extent to which Llaborate is entitled to use and process the Data. Consequently, Llaborate will not be liable for any claim brought by the Customer or any data subject arising from any action or omission by Llaborate to the extent that such action or omission resulted from the Customer's instructions.

### 15. Confidentiality

Customer agrees to maintain in confidence and not disclose, reproduce or copy any materials, documentation or specifications which are provided to the Customer hereunder. The Customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations ensure beyond any termination of employment with the Customer.

### 16. Rights of Third Parties

No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a party to it.

### 17. Anti-Bribery

The Customer shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with the Agreement and/or any other agreement that the Customer may have with Llaborate, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Customer shall, whenever requested by Llaborate, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

### 18. Assignment and sub-contracting

The Customer may not assign the Customer's rights or obligations under the Agreement without the prior written consent of the Customer. Llaborate may use subcontractors to perform all or some of Llaborate's obligations under the Agreement but where Llaborate does so Llaborate will remain liable to the Customer in accordance with the Agreement for their acts and omissions. Llaborate may on prior written notice to the Customer assign Llaborate's rights and obligations to a third party.

## 20. Relationship

Nothing in the Agreement creates a joint venture, relationship of partnership or agency between the parties. Except as expressly authorised under the Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.

## 21. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights in relation to a breach of the Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party under the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

## 22. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the terms set out in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties shall use commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term.

## 23. Miscellaneous

- 23.1 LLaborate sometimes monitors or records telephone calls for training and security purposes.
- 23.2 LLaborate may intercept, store, archive, delete, or view such emails for security/audit purposes and where necessary instigate appropriate proceedings against the parties involved. Emails sent to and from the companies' email systems and domains hosted thereof may be stored on discs/archive storage.
- 23.3 LLaborate virus scans all inbound and outbound emails (plus any attachments) but does not guarantee such messages to be virus-free. The onus is on the receiving recipients to check they are virus-free.
- 23.4 LLaborate accepts no responsibility for any damage caused by receiving emails from our email systems and/or hosted domains.
- 23.3 LLaborate reserves the right to amend the Agreement from time to time without notice by updating the same on its website at [www.llaborate.co.uk](http://www.llaborate.co.uk).

## 24. Governing Law

The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and both the Customer and LLaborate hereby agree to the exclusive jurisdiction of the English Courts.