

1 Definitions

1.1 In these terms and conditions the following definitions apply:

Commencement Date	means the date on which provision of the Services shall commence as specified in the Proposal;
Confidential Information	means any commercial, financial or technical information relating to the products, services, plans, know-how or trade secrets, which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between You and Us for the supply and purchase of the Services and the Deliverables incorporating these Terms and the Proposal;
Data Protection Legislation	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
Deliverables	means all documents, product and materials, if any, produced by Us or, if applicable, by Our agents in relation to the Services, or to be supplied to You by Us whether acting as agents or otherwise, including without limitation any data, programs, reports, software and specifications, as set out in the Proposal;
Fixed Fee	a fee agreed in advance between You and Us for the Services specified in the Proposal;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, methodology, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: <ol style="list-style-type: none"> whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; to which We are or may be entitled; and in whichever part of the world existing;
Order	means Your order for the Services from Us as evidenced by You signing the Proposal or confirming in writing that You wish to purchase the Services as set out in the Proposal;
Proposal	means the written communication from Us setting out the Specification, price for the Services and any other relevant provisions. The Proposal may also be referred to as the Quotation;
Quotation	means the Proposal;
Services	means the services and the Deliverables to be supplied by Us to You, as set out in the Proposal;
Specification	means the description, specification or scope of the Services, as set out in the Proposal;
Supplier Materials	means all documents, materials, data, proprietary software (and the media on which they are each recorded), if any, which are owned by Us at the date of the Contract or which are subsequently created by Us independently of the Contract, or which are subsequently created by Us as a result of performing the Services;
Terms	means the standard terms and conditions of business We have set out in this document;
Value Added Tax or VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the supply of the Services;
Warranty Period	means the period referred to in clause 8.1;
"We", "Us" or "Our"	means Peregrine Cloud Ltd of Floor 2, Export House, Cawsey Way, Woking GU21 6QX registered in England & Wales under company number 08658377 whose details are set out in the Proposal;
"You" or "Your" or "Customer"	means the organisation which purchases Services from Us.

1.2 Unless the context otherwise requires:

- each gender includes the others;
- the singular includes the plural and vice versa;
- references to the Contract includes the Terms, the Proposal and its schedule (if any);
- references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- clause headings do not affect their interpretation;
- general words are not limited by example; and
- references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- "written communications" or "communications in writing" shall include email communications.

2 The Order and Incorporation of the Terms

- An Order will be deemed to be an offer to purchase Services from Us on these Terms.
- Orders are not binding until accepted by Us in writing. We reserve the right at all times to reject any Order, in whole or in part, at our sole discretion, until we issue written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- Proposals issued by Us are valid for 30 Business Days from date of issue. Proposals will be deemed to be an invitation to treat (make an offer) by Us to supply Services on and subject to the Terms, and do not constitute an offer to sell or supply. If You wish to purchase Services that are the subject of a Proposal, You will need to place an Order by signing and returning to Us the Proposal or confirming in writing that the Proposal is agreed by You.
- These Terms apply to and form part of the Contract for the supply of the Services by Us to You. They supersede any previously issued terms and conditions of supply.
- A contract will be formed upon the earlier to occur of:
 - written acceptance from Us of Your Order; or
 - the execution of a specific written agreement by both Us and You.

3 Price and payment

- The price for the Services will be as set out in the Proposal.
- The price:
 - does not include any reasonable project related expenses which will be charged in addition; and
 - does not include Value Added Tax which will be charged in addition at the then applicable rate (if applicable).
- Services are charged on a time and materials basis at our current daily rates and/or at a fixed rate as set out in the Proposal.
- We may vary our rates and/or prices for Services from time to time.
- Orders accepted by Us at the time of notification of price variations under clause 3.4 will be fulfilled at the original prices quoted.
- We will invoice You in accordance with the payment schedule set out in the Proposal. In the absence of any such payment schedule, We will invoice you monthly in arrears.
- You will pay all invoices (unless disputed in good faith):
 - in full, without deduction or set-off other than as required by law, in cleared funds within 14 days of the date of invoice (or, if different, such period as is specified in the Proposal or confirmation of the Order);
 - to Our nominated bank account specified in the Proposal or acceptance of the Order;
 - in British Pounds Sterling, Euros or such other currency as is appropriate and specified in the Proposal or confirmation of the Order. If the currency is not clearly stated, the parties may assume that it shall be British Pounds Sterling.
- Where sums due hereunder are not disputed in good faith and are not paid in full by the due date:
 - We may, without limiting our other rights, charge interest on such sums at 8% a year;
 - interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
 - We reserve the right to charge any debt recovery costs to You, in accordance with UK late payment legislation.

4 Provision of services

- We will provide the Services to You in accordance with the Contract and the Specification.
- The Services will begin on the Commencement Date and be performed until provision is complete or earlier termination of the Contract.
- Whilst We will use our reasonable endeavours to meet any milestone dates set out in the Proposal, such dates are approximate only, and time of performance is not of the essence.
- We will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) in so far as it is caused by an event of Force Majeure or Your failure to perform Your obligations under the Contract.
- We may make any changes to the Services:
 - needed to comply with applicable law or safety requirements; or
 - which do not materially affect the nature or quality of the Services; and will notify You in advance of such changes.

5 Our obligations

- We will:
 - perform the Services using reasonable care and skill;
 - ensure that any personnel used to perform the Services have appropriate skills and experience for their duties;
 - provide and use sufficient and appropriate equipment and materials to perform the Services;
 - ensure that the Services comply with the Specification for the Warranty Period;
 - obtain and maintain all licences, permits and other consents required to perform the Services; and
 - comply with all applicable laws and regulations;

6 Data Protection

- 6.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 6.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.
- 6.3 Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- 6.4 Without prejudice to the generality of clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
- process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (Applicable Laws). Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
 - ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - maintain complete and accurate records and information to demonstrate its compliance with this clause 6.
- 6.5 The Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement.
- 6.6 Either party may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

7 Your obligations

- 7.1 You will pay the price for the Services in accordance with the Contract.
- 7.2 You will:
- provide Us access to the location and other sites and prepare them for supply of the Services;
 - provide Us reasonable access to those of Your personnel named in the Proposal and others; and
 - provide Us with such facilities, information and assistance (ensuring that information is complete and accurate);
- in each case as reasonably required to allow Us to perform the Services.

7.3 You will also:

- co-operate fully with Us and follow Our reasonable instructions in relation to the performance of the Services;
- obtain and maintain any licences and consents not provided by Us which are necessary for the performance of the Services;
- keep any Supplier Materials at the location or other premises safely and at its own risk and in the same condition as they were in when supplied (fair wear and tear excepted); and
- not dispose of or use any Supplier Materials without Our prior written agreement.

7.4 The Services are provided at Your request and You are responsible for verifying that the Services are suitable for Your needs.

8 Warranty

- 8.1 We warrant that:
- for a period of 1 month from completion of the Services (the Warranty Period), the Services will comply with the Specification;
 - For a period of 1 month from completion of the Services any media on which the results of the Services are supplied will be free from defects in material and workmanship; and
 - that the documentation provided by Us will provide adequate instructions to enable You to effectively use the Deliverables.
- 8.2 Where Services fail to comply with clause 8.1, We will, at our option, re-perform them to comply with the Contract, provided that:
- You inform Us in writing during the Warranty Period that the Services do not comply with clause 8.1; and
 - You give Us a reasonable opportunity to investigate any defective Services.
- 8.3 These Terms will apply to any re-performed Services.
- 8.4 We will not be liable for any failure of any Services to comply with clause 8.1 to the extent:
- caused by Your failure to comply with Our instructions in relation to the Services;
 - caused by Us following any Specification or other document supplied by or instruction from You;
 - where You alter the Services or the results of the Services without Our prior written agreement; or
 - where You use the Services or the results of the Services after notifying Us that the Services do not comply with clause 8.1.
- 8.5 Except as set out in this clause 8:
- We give no warranty in relation to the Services; and
 - we will be under no liability for Your failure to comply with the warranty in clause 8.1.
- In particular, the terms implied by ss 13, 14 and 15 of the Supply of Goods and Services Act 1982 are expressly excluded.

9 Failure of or delay in performance

- 9.1 If We are prevented or delayed in performing the Services by any cause attributable to You, We (without prejudice to its other rights):
- may suspend performance of the Services until You remedy its default;
 - will not be liable for any costs or losses sustained by You as a result of such suspension; and
 - may charge You (and You will pay in accordance with the Contract) costs or losses incurred by Us arising from Your default, subject to clause 10.

10 Liability

- 10.1 We do not exclude our liability:
- for death or personal injury caused by its negligence; or
 - for breach of the term implied by s 2 of the Supply of Goods and Services Act 1982;
 - for defective products under the Consumer Protection Act 1987; and
 - for fraud or fraudulent misrepresentation.
- 10.2 We will be liable to You for direct damage to tangible property in an amount which will not exceed the total amount paid by You for the Services.
- 10.3 Neither party will be liable for:
- loss of data or use;
 - any form of indirect, consequential or special loss; or
 - any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;
- and, in each case, however arising.

11 Intellectual Property Rights

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services, including any rights created by any of our personnel, shall be owned by Us.
- 11.2 You acknowledge that, in respect of any third party Intellectual Property Rights, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

12 Confidentiality

- 12.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:
- any information which was in the public domain at the date of the Contract;
 - any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - is independently developed by the other party without using information supplied by the first party; or
 - any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.2 This clause 12 will remain in force for a period of 10 years from the date of termination of the Contract.

13 Force Majeure

- 13.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for the performance of the Contract (Force Majeure). Failure to pay or be paid is not Force Majeure.
- 13.2 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- promptly notifies the other of the Force Majeure event and its expected duration; and
 - uses reasonable endeavours to minimise the effects of that event.
- 13.3 If, due to Force Majeure, a party:
- is or will be unable to perform a material obligation; or
 - is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days;
- the other party may, within 30 days, terminate this Agreement on immediate notice OR the parties will, within 30 days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.

14 Termination

- 14.1 The Contract may be terminated forthwith at any time by either party on written notice to the other if:
- the other commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 14 days of written notice requiring that party to do so;
 - the other party is unable to pay its debts as they fall due or there are reasonable grounds to believe that the other party cannot pay its debts, the other party commences negotiations with its creditors, the other party is subject to a bankruptcy petition or there is any other event occurs which give one party reasonable grounds to believe that the other party is in financial difficulty; or
 - the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 14.2 In addition to its rights under clause 14.1, We may terminate the Contract at any time:
- on 30 days' written notice to You;
 - immediately on written notice to You if You have failed to pay any amount due under the Contract on the due date.
- 14.3 On termination of the Contract for any reason:
- You will immediately pay all invoices of Ours outstanding and not disputed in good faith;
 - We will, within 7 Days, invoice You for all Services provided but not yet invoiced and You will pay such invoice within a further 14 Days (unless the invoice is disputed in good faith);
 - each party will within 14 Days return any materials of the other then in its possession or control; if it fails to do so, the other may enter onto any premises of the first party and take possession of them. Pending such return or taking possession, the first party will be responsible for such materials and will not use them for any purpose not connected with the Contract;
 - the accrued rights and liabilities of the parties will not be affected; and
 - any clause which expressly or by implication are to survive termination will do so.

15 General

15.1 Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Terms.

15.2 No set-off

All payments by You will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

15.3 Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

15.4 Severability

If any part of these Terms are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

15.5 Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Proposal. They may be given, and will be deemed received:

- by first-class post: three Days after posting;
- by airmail: seven Days after posting;
- by hand: on delivery;
- by facsimile: on receipt of a successful transmission report from the correct number, and
- by e-mail: on receipt of a delivery or read receipt mail from the correct address.

15.6 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Us.

15.7 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

15.8 Rights of Third Parties

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.9 Priority

These Terms prevail over those of the Proposal or schedule (if any).

15.10 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

15.11 Succession

The Contract will bind and benefit each party's successors and personal representatives.

15.12 Governing Law and Jurisdiction

- The Contract will be governed by the law of England and Wales.
- Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.