



TERMS AND CONDITIONS

RECITALS

The parties have agreed that the Supplier will provide to the Customer the Services hereinafter described upon the terms and conditions hereinafter contained

NOW IT IS HEREBY AGREED as follows:-

1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“the Supplier” means EAC Network Solutions commonly referred to as ‘EAC’, and any subsidiaries of EAC Network Solutions

“the Customer” means any organisation which agrees to purchase products or services from the Supplier

“the Schedule” means the proposal or quotation document which details the products or services, that is provided by the supplier, and which the customer is agreeing to, or has agreed to purchase

“the Services” means the work to be done and the services to be performed as set out in the documents referred to in the Schedule and such amendments and changes thereto as shall from time to time be agreed in writing between the parties

“the Equipment” means both the Supplier’s Equipment and the Customer’s Equipment

“the Supplier’s Equipment” means the equipment and software specified in the Schedule and provided by the Supplier for the purposes of this Agreement together with any spare parts held by the Supplier at the Location

“the Customer’s Equipment” means the equipment and software specified in the Schedule and provided by the Customer for the purposes of this Agreement

“the Location” means the place or places where those of the Services that are provided on site are to be provided as specified in the Schedule

“the Commencement Date” means the date on which this Agreement shall become effective as specified in the Schedule

“the Initial Period” means the initial period of this Agreement as specified in the Schedule

“the Renewal Period” means the 12 month period following either the Initial Period or any subsequent Renewal Period

“the Service Charge” means the periodic charge for the Services specified in the Schedule as varied from time to time pursuant to Clause 4

“Recurring Services” means any product or service where a fixed duration of the product or service is not defined in the Schedule

2 SUPPLIER’S OBLIGATIONS

The Supplier undertakes to:

- (1) provide suitably skilled and appropriately experienced personnel approved by the Supplier to carry out the Services
- (2) make all reasonable efforts to ensure that the Services are performed in a timely and efficient manner
- (3) provide the Equipment
- (4) maintain subscriptions and licence(s) where required when providing third party products or service(s) which are Recurring Services, to ensure the customer retains access to, and the benefits of the subscribed products or services
- (5) adhere to the supplemental commitments for the General Data Protection Regulation, as set out in Section 5

3 CUSTOMER’S OBLIGATION

During the continuance of this Agreement the Customer shall:

- (1) Use and care of the Supplier’s Equipment
 - a) ensure that proper environmental conditions are maintained for the Supplier’s Equipment and shall maintain in good condition the accommodation of the Supplier’s Equipment, the cables and fittings associated therewith and the electricity supply thereto
 - b) not attempt to adjust, repair or maintain the Supplier’s Equipment and shall not request, permit or authorise anyone other than the Supplier to carry out any adjustments, repairs or maintenance of the Supplier’s Equipment
 - c) not except in the case of emergency move the Supplier’s Equipment nor remove the Supplier’s Equipment from the Location without the Supplier’s written consent
 - d) not tamper, interfere with or otherwise disturb the Supplier’s Equipment and spare parts stored at the Customer’s premises under Clause 3(a) below
- (2) Access and Facilities
 - a) provide the Customer’s Equipment for the use of the Supplier
 - b) provide the Supplier with full and safe access to the Equipment and to the Location for the purposes of this Agreement
 - c) provide the Supplier with a secure storage area at the Location
 - d) provide the Supplier with the use of all necessary telecommunication lines equipment and services including facilities for modem communication
 - e) provide adequate working space at the Location for the use of the Supplier’s personnel
 - f) provide all power, lighting, heating and other services as may be necessary to support the Equipment and the Supplier’s use of it at the Location
- (3) Spare Parts
 - a) allow the Supplier, where possible, to keep necessary spare parts or loan equipment at the Location so that the Supplier may draw on this stock of spare parts for the maintenance and repair of the Supplier’s Equipment title to such spare parts and loan equipment shall remain with the Supplier and the Supplier shall be entitled to remove such spare parts from the Location at any time (whether during the term of this Agreement or thereafter). To this end

the Customer hereby authorises the Supplier to enter the Location at any reasonable time in order to remove such spare parts

b) The Customer accepts responsibility for the safe-keeping of the spare parts or loan equipment while they are at the Customer's location

c) If any of the spare parts or loan equipment are unavailable for collection by the Supplier, the Supplier reserves the right to charge the Customer at the Supplier's standard scale of charges from time to time in force

(4) Non-Solicitation

a) the Customer hereby undertakes during the period of this Agreement and for a period of six months after its termination not to entice away from the Supplier nor to employ or to make use of the services whether directly or indirectly of any person employed by the Supplier and who has provided to the Customer any of the Services as defined in this Agreement

b) in the event of breach by the Customer of Clause 4(a) hereof the Customer shall pay to the Supplier on a full indemnity basis and by way of liquidated damages a sum equal to the total cost to the Supplier of hiring a suitably qualified replacement together with a sum equal to one third of the replacement's annualised remuneration package

(5) Health and Safety

a) the Customer hereby warrants that all of the Customer's Equipment complies with all health and safety regulations

b) the Supplier hereby warrants that all of the Supplier's Equipment complies with all health and safety regulations

(6) Data Protection

a) the customer hereby agrees to comply with EAC's GDPR Contract Addendum (which can be found here: www.eac-ns.co.uk/gdpr) which sets out how the customer and EAC comply with GDPR and any other similar national privacy legislation (collectively known as "Data Protection Legislation").

4 CHARGES FOR SERVICES

(1) In consideration of the Services the Customer shall pay the Service Charge periodically as specified in the Schedule. The Service Charge shall be paid without prior demand and no payment shall be considered made until it is received by the Supplier. Should the Customer fail to pay any of the charges by the due date, the Supplier shall be entitled forthwith to withhold performance of any or all of its obligation without prejudice to the rights of either party to this contract against the other in respect of any previous breach. All payments shall be made in the manner specified in the Schedule

(2) Any of the charges set out below payable by the Customer hereunder in addition to the Service Charge shall be paid (unless otherwise provided elsewhere in this Agreement) by the last day of the month following that in which the charge arose

(3) The Supplier shall be entitled to increase its charges on the anniversary of the date of this Agreement and thereafter not more than once in every successive period of 12 months during this Agreement by giving to the Customer not less than 30 days' prior written notice provided that any increase expressed as a percentage does not exceed by more than one per cent any percentage increase in the Retail Prices Index published by the Department of Employment for the twelve months immediately preceding the date of the notice

(4) Notwithstanding sub-clause (3) above, the Supplier reserves the right to pass on to the Customer any new charge or any increase in the charges made to the Supplier by any manufacturer or supplier of the Equipment or Services either during the Initial Period or thereafter. If such right is exercised by the Supplier, the Customer shall pay any

such charges in accordance with sub-clause (2) above

(5) The Service Charge and any additional charges payable under this Agreement are exclusive of Value Added Tax which shall be paid by the Customer at the rate and in the manner as prescribed by law

(6) If any sum payable under this Agreement is not paid within 28 days after the due date then (without prejudice to the Supplier's other rights and remedies) the Supplier reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgement) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 3 per cent above the base rate of National Westminster Bank PLC (or such other London Clearing Bank as the Supplier shall nominate) from time to time in force compounded quarterly. Such interest shall be paid on the demand of the Supplier by the Customer

(7) The Customer acknowledges that the Agreement hereby formed is entire and separate from any other Agreement between the Supplier and the Customer and that no right of set-off or counterclaim in respect of any such Agreement exists or may be pleaded as against the Supplier in respect of any monies due under or by virtue of the Agreement

(8) In the absence of receipt by the Supplier of a signed copy of this Agreement, payment of the initial invoice or receipt of a request for support will be taken as acceptance by the Customer of the terms and conditions of this Agreement

5 GDPR

From 25 May 2018, the terms set out below will come into force between the Customer and the Supplier to coincide with the taking effect of the General Data Protection Regulation (2016/679) ("GDPR").

(1) the Customer (you) and the Supplier (we) will each comply with the GDPR and any other similar national privacy legislation (collectively the "Data Protection Legislation") applicable to any personal data processed as part of the products and services you receive from us or otherwise in connection with those products and services (the "Personal Data"). We may process the Personal Data in connection with the provision and administration of the products or services and as permitted or in accordance with law.

(2) Where we process personal data made available by you to us in relation to the products and services we provide ("Supplied Personal Data") as your Processor (as defined in the Data Protection Legislation):

a) the subject matter, nature, purpose and duration of our Supplied Personal Data processing (as well as information on the types of Personal Data processed and categories of data subjects) is set out in product information provided to you from time to time in respect of our services and products at <https://www.eac-ns.co.uk/EAC%20Privacy%20Policy.pdf>;

b) we will only process the Supplied Personal Data on your documented instructions, unless we are required to process it for other purposes by EU law (in which case we will give prior notice of that requirement unless the relevant law prohibits the giving of notice);

c) we will comply with the express obligations of a Processor under Articles 28(3)(b) to 28(3)(h) of the GDPR. However, you may not instruct us to delete copies of data that we hold as Controller (as defined in the Data Protection Legislation);

d) you generally authorise us to engage further Processors to process Supplied Personal Data. A list of those further Processors is available at <https://www.eac-ns.co.uk/EAC%20Privacy%20Policy.pdf>. We will update this list in advance of making any change. If you reasonably object to a change, at our option we will either: (i) give you an opportunity to pay for a version of the relevant product or service without use of the Processor to which you object; or (ii) terminate the provision of the affected product or service to you;

e) you will tell us if you require any assistance pursuant to Articles 28(3)(a) to 28(3)(h) of the GDPR inclusive. We and you will agree the scope, method, timing and reasonable fees chargeable by the Supplier for such assistance; and
f) in fulfilment of our obligation to demonstrate compliance with this paragraph, we will make available to you information on our processing of your Supplied Personal Data (including, at our discretion, certificates, third party audit reports or other relevant information).

(3) Where we process Personal Data as Controller:

a) you will bring to the attention of any individuals that you make our products and services available to (or that you ask us to deal with or carry out research on) any privacy notices we make available for those products and services;
b) you continue to act as Controller in respect of any Personal Data you choose to record or otherwise process as a result of your receipt and use of the services provided by the Supplier; and
c) only in very limited circumstances might you and we be considered to be joint Controllers, and where this is the case, our respective responsibilities will be clearly set out in product information.

(4) We may transfer Supplied Personal Data outside of the EEA where we are permitted to do so for that transfer under Articles 44 to 49 of the GDPR. Further information regarding where Personal Data is being transferred outside of the EEA is available at <https://www.eac-ns.co.uk/EAC%20Privacy%20Policy.pdf>

(5) You confirm that any Supplied Personal Data provided to us by you or on your behalf has been collected and disclosed in accordance with Data Protection Legislation. When using our products and services, you will take reasonable steps to ensure that you and your employees, agents and contractors do not input, upload or disclose to us any irrelevant or unnecessary information about individuals.

(6) You and we will each maintain and will require your and our Processors (respectively) to maintain, appropriate physical, technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access ("Data Breach"). You will, without undue delay, tell us of any actual or suspected non-trivial Data Breach relating to Personal Data that may also impact us or the security of our systems, products or services. Where we act as your Processor, we will notify you, without undue delay, of any non-trivial Data Breach that may adversely affect the Supplied Personal Data.

6 DURATION

(1) This Agreement shall commence on the Commencement Date, shall continue for the Initial Period and shall remain in force thereafter unless or until terminated by either party giving to the other not less than 90 days written notice of termination expiring on the last day of the Initial Period or at any time thereafter but shall be subject to earlier termination as provided elsewhere in this Agreement

(2) If This Agreement contains Recurring Services, and has not been terminated by The Customer, The Agreement will renew automatically at the end of the Initial Period, or any subsequent Renewal Period, for a further Renewal Period

7 TERMINATION

(1) Notwithstanding anything else contained herein, this Agreement may be terminated:

a) by the supplier forthwith on giving notice in writing to the Customer if the Customer shall fail to pay any sum due under the terms of this Agreement and such sum remains unpaid for 14 days after written notice from the Supplier that such sum has not been paid (such notice to contain a warning of the Supplier's intention to terminate); or
b) by either party forthwith on giving notice in writing to the other if the other commits persistently any material breach of any term of this Agreement (other than any failure by the Customer to make any payment hereunder in

which event the provisions of paragraph (a) above shall apply) and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party's intention to terminate)

(2) any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue un force on or after such termination

8 CONFIDENTIALITY

(1) Each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is trivial or obvious

(2) Each party shall ensure that its employees are aware of and comply with the provisions of this Clause. If the Supplier shall appoint any sub-contractor then the Supplier may disclose confidential information to such sub-contractor subject to such sub-contractor entering into the Supplier's standard undertaking with regard to the non-disclosure of confidential information. The foregoing obligations as to confidentiality shall survive any termination of this Agreement

9 FORCE MAJEURE

Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations

10 CUSTOMER'S WARRANTY

The Customer hereby warrants to the Supplier that the Customer has not been induced to enter into this Agreement by any prior representations whether oral or in writing, except as specifically contained in this Agreement and the Customer hereby waives any claim for breach of any such representations which are not so specifically mentioned

11 LIABILITY

(1) The Supplier shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of the Equipment or loss of or spoiling of the Customer's programs or data) resulting from any breakdown of or fault in the Equipment unless such breakdown or fault is caused by the negligence or wilful misconduct of the Supplier, its employees, agents or sub-contractors or except to the extend that such loss or damage arises from any unreasonable delay by the Supplier in providing the Services and then only to the extend not excluded by this Agreement

(2) The Supplier shall indemnify the Customer and keep the Customer fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Supplier, its employees, agents or sub-contractors

(3) The Customer shall indemnify the Supplier and keep the Supplier fully and effectively indemnified on demand

against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors

(4) Except in respect of injury to or death of any person (for which no limit applies) the respective liability of the Supplier and the Customer under sub-clauses 11(1), 11(2) and 11(3) in respect of each event or series of connected events shall not exceed £1,000,000

(5) Notwithstanding anything else contained in this Agreement the Supplier shall not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever

(6) The Supplier shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date security back-up copies of the computer programs and data it uses in accordance with best computing practice

12 WAIVER OF REMEDIES

No failure, delay, relaxation or indulgence by either party in exercising any power or right conferred upon such party by this Agreement shall operate as a waiver of such power or right to preclude any other or further exercise thereof or the exercise of any other power or right

13 ENTIRE AGREEMENT

(1) This Agreement and the Schedule hereto including all documents referred to in the Schedule supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties

(2) In the event of any inconsistency between this Agreement and the Schedule on the one hand and the documents referred to in the Schedule on the other this Agreement and the Schedule shall prevail

a) In the event that the Special Conditions set out in the Schedule hereto contradict the provisions of this Agreement the Special Conditions shall apply and the terms of this Agreement shall be construed accordingly

b) If an order is submitted on the Customer's form no pre-printed language on it will become part of this Agreement

14 SEVERABILITY

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case either party may terminate this Agreement forthwith on written notice

15 ASSIGNMENT

The Customer shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the Supplier (such consent not to be unreasonably withheld)

16 SUB-CONTRACTS

The Supplier may enter into any sub-contract with any person for the performance of any part of this Agreement and, if so requested by the Customer, shall supply the Customer with details of such sub-contractor. The Supplier shall not be relieved from any of its obligations hereunder by entering into any sub-contracts for the performance of any part of this Agreement

17 NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by recorded delivery pre-paid letter and shall be deemed to have been served if by hand, when delivered and if by recorded delivery pre-paid post, when signed for by the recipient

18 HEADINGS

The headings to the Clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement

19 LAW

This Agreement shall be governed by and construed in accordance with the laws of England

20 DISPUTES

Any dispute which may arise between the parties concerning this Agreement shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose

21 REVISION

This is the 7th revision of the Terms and Conditions, with the amendment made (to include the terms of the GDPR Addendum, which originally was a separate document, as Section 5 of this document) and effective from 17th December 2024 and this revision replaces all previous revisions in relation to new purchases made from this date onwards

EAC Network Solutions Limited, Company Registration Number 05535673, Registered Address: First Floor, 1 Des Roches Square, Witan Way, Witney, OX28 4BE