

Recarta Terms and Conditions

Sales Agreement

1. Interpretation

1.1 In these conditions:

- "Company" means Recarta IT.
- "Conditions" means the standard terms and conditions of business set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.
- "Contract" means the contract for the purchase and sale of the Goods and/or the supply of Services.
- "Customer" means the person who accepts a quotation of the Company for the sale of the Goods and/or Services or whose order for the Goods and/or Services is accepted by the Company.
- "Goods" means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions being any goods which the Company may supply to the Customer from time to time in accordance with these Conditions.
- "Services" means the installation services carried out by the Company in respect of the Goods in accordance with these Conditions.
- "Writing" includes e-mail, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience sake and shall not affect their interpretation.

2. Basis of the sale

2.1 The Company shall sell, and the Customer shall purchase the Goods and/or Services in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company

3. Orders and specification

3.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods and/or Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of and any specification for the Goods and/or Services shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).

3.3 The Company reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable statutory or EC requirements.

4. Price of the goods

4.1 The price of the Goods and/or Services shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and/or Services to reflect any change in delivery dates, quantities or specifications for the

Goods and/or Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Customer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods and/or Services otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

5. Terms of payment

5.1 The Company shall be entitled to render an invoice to the Customer in respect of the price of the Goods or the price of the Services in case of Goods on or at any time after delivery of the Goods and in the case of Services at any time on or after completion of the Services.

5.2 The Customer shall pay the price of the Goods and/or Services within 30 days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract.

5.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:-

5.3.1 cancel the Contract or suspend any further deliveries of Goods to the Customer or cease performing any Services for the Customer;

5.3.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

5.3.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 2% per annum above National Westminster Bank's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. Delivery of goods

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Customer, by the Customer delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

7. Performance of services

The Company shall endeavour to perform the Services in accordance with any timescales agreed between the Company and the Customer but time of performance of the Services shall not be of the essence of the Contract unless previously agreed by the Company in writing.

8. Risk and property

8.1 Risk of damage to or loss of the Goods shall pass to the Customer:-

8.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; or

8.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and Services relating to such Goods and all other goods and/or Services agreed to be sold by the Company to the Customer for which payment is then due.

8.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee.

8.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Customer shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods

8.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

9. Warranties and liability

9.1 Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship in respect of Goods relating to the IBM & SUN range of systems for a period of 30 days from the date of delivery and in respect of Goods relating to the HP range of systems for a period of 60 days from the date of delivery and the Company further warrants that any Services shall be performed with reasonable skill and care.

9.2 The above warranty is given by the Company subject to the following conditions:

9.2.1 the Company shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Customer;

9.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;

9.2.3 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and/or any related Services has not been paid by the due date for payment;

9.2.4 the above warranty so far as the same relates to Goods does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

9.2.5 the Company shall be under no liability in respect of any defects or faults of the Customer's systems in conjunction with which the Goods are used or in respect of any problems which are due to the individual workings of the Customer's systems in conjunction with which Goods are used.

9.3 Subject as expressly provided in these Conditions, and except where the Goods and/or Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions

9.5 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

9.7 Where any valid claim is notified by the Customer to the Company based upon any failure by the Company to perform the Services with reasonable skill and care (such claim to be notified to the Company within 7 days from the discovery by the Customer of circumstances giving rise to a valid claim in respect thereof) then the Company shall at its expense take such action as it considers necessary to remedy any such failure but the Company shall have no further liability to the Customer in respect thereof.

9.8 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods and/or the Services (as the case may be) or the proceeds of any insurance policy received by the Company in respect of such liability (whichever is the greater), except as expressly provided in these Conditions.

9.9 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-

9.9.1 Act of God, explosion, flood, tempest, fire or accident;

9.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.9.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.9.4 import or export regulations or embargoes;

9.9.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

9.9.6 difficulties in obtaining raw materials, labour fuel, parts or machinery;

9.9.7 power failure or breakdown in machinery.

10. Insolvency of customer

10.1 This clause applies if:-

10.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

10.1.3 the Customer ceases, or threatens to cease, to carry on business; or

10.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for and Services have been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. General

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.4 Nothing in these Conditions confers on anyone other than the parties to it any right pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.5 The Contract shall be governed by the laws of England and Wales, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

Rental Agreement

1. General

The following are the terms and conditions attaching to acceptance of order, except where modified by special arrangement confirmed in writing by the Owner, and the Hirer, on accepting our quotation or delivery of equipment, agrees to these conditions, waiving any terms or conditions on the Hirer's order forms or otherwise stipulated, which are at variance with or additional to these terms and conditions.

2. Hire charges

The hire charge shall be at the quoted appropriate weekly/ monthly rate for the period stated.

3. Commencement of hire

Hire commences on the day that the equipment is delivered to the customer's advised delivery point

4. Operating conditions

Unless notified in writing by the Hirer within 48 hours after the delivery has been affected, it shall be conclusively presumed that the equipment was received in a fully serviceable condition and in complete accordance with the customer's order and manufacturer's description, therefore rental charges will stand.

5. Transportation charges

In addition to the hire charge a separate delivery charge will be made in respect of initial delivery. Goods are to be packed for return in suitable condition for UK/ International transportation. The company is responsible for shipment and insurance of goods in transit. The Company is responsible for the insurance of the goods on delivery when the good have been received and signed for by the hirer.

6. Warranty/maintenance

The Owner hereby warrants to the Hirer that each item of equipment, when delivered, will be in fully serviceable condition and complies with the manufacturer's propriety specification. It will be deemed to be the hirer's responsibility to ensure that all equipment is included on their current maintenance plan or to undertake suitable maintenance cover. Should said equipment fail to be maintained under adequate cover any necessary parts replacements or engineering will be incurred at current market value. This shall be seen not to impinge on the current 30 days warranty as offered by Owner

7. Damage to equipment

The Hirer in its use of said equipment will observe all the manufacturer's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the said equipment through failure to observe such instructions and regulations or failure to use the same in a proper manner.

8. Breach of contract

If the Hirer shall commit any breach of this agreement, or being a Company shall enter into receivership or liquidation, or being an individual or partnership shall be declared bankrupt or make a composition with its creditors, or have any charging order made thereon, or in any case shall permit any execution to be levied against it, the Owner may terminate this agreement with immediate effect by written notice. This can be affected either by letter or fax whereupon the Hirer shall permit the Owner to enter upon its premises and shall immediately deliver up to the Owner the equipment.

9. Law

The contract of Hire and these terms and conditions shall be governed by and construed in accordance with English law. The Hirer hereby submits to the non-exclusive jurisdiction of the English courts.

10. VAT charges

Prices are exclusive of VAT, which will be charged at the rate in operation at the relevant tax point date.

11. The hirer agrees with the owner as follows:

- To preserve the Owners or manufacturer's identification numbers or marks on any name plate that there should be on the said equipment.
- Not to assign or transfer the benefit of this agreement in whole or in part, or to part with possession of the said equipment or a part of it during the hire period.
- To keep the said equipment in good condition and to make good to the Owners any loss or damage the said equipment or accessories howsoever caused (fair wear and tear only expected) whilst the said equipment is in the Hirer's possession.
- To arrange at the Hirer's own expense adequate insurance cover for the equipment against loss, damage or injury (including death) to the person's or property occurring in connection with any of the said equipment or as a result of the user thereof from any occurrence whatsoever, until the said equipment is received at the Owner's premises and an approved receipt given.
- To immediately notify to the Owners of any loss or damage to the equipment or accessories.
- To pay within 30 days the full cost of any consequential repairs or replacement. Where equipment is lost the full rental charge will continue until the replacement cost has been settled in full by the Hirer's Insurance. If the goods are not returned, the Hirer will be invoiced at the current replacement cost

Services Agreement

Recarta shall provide certain products and/or services to the Customer from the Commencement Date on the terms set out herein.

1. Definitions

For the purposes of this section the following words have the following meaning:

- "Authorised Representative" means any director or other duly authorised employee of Recarta or of the Customer.
- "Customer" means a person to whom Recarta supplies Products or Services
- "Parties" means Recarta and the Customer.
- "Party" means either Recarta or the Customer.
- "Products" means any products to be supplied by Recarta to a Customer including but not limited to documentation, hardware and software as more particularly specified in the Schedule hereto.
- "Services" means the services to be provided by Recarta to the Customer as more particularly specified in the Services Agreement hereto; and
- "Sub-Contractor" means a person or company appointed by Recarta to assist in the provision of Services or Products.

2. Agreement

2.1 Any supply of Services or Products by Recarta shall be covered by an agreement.

2.2 The Agreement would constitute the entire agreement between the Parties with respect to the subject matter contained herein. All other terms, and all conditions and warranties whether express or implied, statutory or otherwise, and all representations, statements, negotiations, understandings and undertakings either written or oral (other than those made fraudulently) made before or after the date of any Agreement are excluded and superseded except where they appear herein or are specifically agreed after the date hereof in writing by an Authorised Representative from both Parties or are implied and the exclusion of which is not permitted by law. The Parties acknowledge that no reliance is placed on any representations (other than those made fraudulently) made but not embodied in the Agreement.

2.3 No estimate or budgetary quotation which is given to the Customer in connection with the supply of Services or Products shall be construed as part of any Agreement unless specifically incorporated in writing into the Agreement. Any estimate or budgetary quotation shall not be deemed open for acceptance by the Customer.

3. Liability and indemnity

3.1 This Clause 3 prevails over all other clauses in any Agreement.

3.2 Neither Party excludes or limits its liability to the other Party for death or personal injury caused by its negligence.

3.3 The liability of either Party in respect of loss or damage to tangible property of the other Party caused by its negligence shall not exceed one hundred thousand pounds (£100,000).

3.4 Except as provided in Clauses 3.2 and 3.3, the liability of either Party for a claim made by the other Party in respect of loss or damage suffered by that Party flowing from any one event or series of connected events shall not exceed the higher of:

(a) the total payments made by the Customer under any Agreement during the one (1) year immediately prior to written notification of the claim, or

(b) the sum of one hundred thousand pounds (£100,000), however that liability arises including (without limitation) breach of contract, tort, misrepresentation or breach of statutory duty.

3.5 Neither Party shall be liable to the other Party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that Party was aware of the possibility of that loss or damage arising.

3.6 Neither Party shall be liable for any claim made more than one (1) year after termination of any Agreement.

4. Confidentiality

4.1 Each Party agrees to treat in confidence the other's documentation, data and information which is marked confidential or which is by its nature clearly confidential ("Confidential Information"). The Parties further agree not to disclose any

Confidential Information to any other person other than its own employees under conditions of confidentiality and then only to the extent required for the proper performance of the Agreement or as required by law or any regulatory body. If Recarta appoints a Sub-contractor to supply Services or Products, Recarta may disclose such Confidential Information to that Sub-contractor to enable them to supply any Services or Products under the same conditions of confidentiality.

4.2 Nothing contained herein shall be construed to impose a confidentiality obligation on a Party in respect of:

- (a) any matter appearing in the public domain unless the information is in the public domain as a result of a breach of the Agreement by that Party; or
- (b) any information or knowledge possessed by that Party prior to disclosure to it by the other or rightfully acquired from third parties.

4.3 Recarta reserves the right to sub-contract all or any part of its rights and obligations under the Agreement.

4.4 The provisions of this Clause 4 shall continue after the termination of any Agreement.

4.5 Where required Recarta will provide non-disclosure agreements supplied by the client for affiliates of Recarta who have access to the Customers network.

5. Intellectual property rights

5.1 The Customer acknowledges that it owns no copyright or other intellectual property rights in any of the Products or Services including but not limited to copyright in documentation.

5.2 The Customer shall not delete proprietary information or confidentiality notices (if any) appearing on any documentation supplied to it by Recarta at any time. Further, the Customer will ensure that all copies of documentation made by it under the provisions hereof shall carry a copyright notice in a form approved by Recarta.

5.3 The intellectual property rights in any documentation, database, designs or reports wholly created in the course of supplying the Services will become the property of the Customer upon payment of any monies due. However, wherever documentation, database, design or report is an adaptation of or is derived from existing materials the ownership of such intellectual property rights in these remains with the owner thereof and is not affected by the supply of the Services notwithstanding that a significant amount of original material unique to the Customer has been incorporated in a process of modification. Nothing herein shall prevent Recarta from using the knowledge and know-how gained in building all documentation, database, designs or reports referred to in this paragraph in any combination or permutation when providing services to others.

6. Software licensing

6.1 The Customer warrants that at the Commencement Date they have the correct licensing for all software and applications that they are using on the Customer's computer(s) and computer network; the Customer's computer(s) and computer network;

6.2 The Customer undertakes to maintain the correct licensing for the software and applications that they will be using on the Customer's computer(s) and computer network following the commencement date

7. Prices, fees, orders and payment

7.1 The prices or fees chargeable by Recarta in respect of the supply of Services or Products are calculated with specific reference to the obligations undertaken and warranties and representations made by Recarta.

7.2 The Customer shall pay the amounts set out in the Schedule for the provision of the Services and/or the Products. Payment of such fees shall be against invoices and shall be made within thirty (30) days of the invoice date, unless a dispute is raised in writing within the thirty (30) days.

7.3 Amounts payable by the Customer are exclusive of value added tax and other taxes duties levies or other deductions or withholdings. The Customer shall be obliged to pay in accordance with Clause 6.2 above any such taxes or other amounts notified to it by Recarta.

7.4 Recarta will provide the customer with a credit limit of three times their monthly Retained Support Pricing.

7.5 For orders over £1,000 the Customer will send through written confirmation of the order via e-mail or facsimile.

7.6 Recarta reserves the rights to allocate payments made by the customer in any way it wishes. All goods supplied to the Customer shall remain the property of Recarta until full payment is received.

7.7 Recarta acts as a reseller to a number of hardware and software resellers and can take no responsibility for the delivery of faulty hardware from distributors or other Third Parties. Any related labour incurred during the installation of such items will still be chargeable in the event that hardware or software is faulty.

7.8 Recarta shall be entitled to increase the charges with effect from each yearly anniversary of the Commencement Date in accordance with the percentage change in the Retail Price Index (all items excluding mortgage interest payments) (RPIX) published by the Office for National Statistics (or such index as replaces the same) in the 12 months preceding that anniversary plus 3%. In the event that the application of the percentage change in RPIX plus 3% would result in a reduction of the charges, the charges shall remain unchanged until the next anniversary of the Commencement Date.

7.9 Where costs incurred by Recarta in the provision of relevant services or products increase through factors outside of Recarta's control including, but not limited, to electricity, power, cooling, licensing by third party service providers or increases due to legal or regulatory requirements, then Recarta shall provide 30 days notice of such increases.

8. Warranties

Recarta warrants and undertakes to the Customer that it will carry out the Services with such skill and care as would reasonably be expected of an experienced provider of services of this nature.

9. Notice

Any notice given under any Agreement must be given in writing and sent or delivered by hand, post, or facsimile to the other Party at the address stated herein (or any other address notified for this purpose by that Party) provided that any;

- (a) notice delivered by hand shall be deemed to have been given when deposited at the appropriate address;
- (b) notice sent by post shall be deemed to have been given forty-eight (48) hours after a first-class registered letter is posted to the appropriate address; and
- (c) notice sent by facsimile shall be deemed to have been given on transmission to the correct number, provided that such notice is confirmed within forty-eight (48) hours as in a) or b) above.

10. Termination

10.1 Recarta shall be entitled by notice in writing, without prejudicing any rights contained herein or accrued hereunder, to terminate forthwith any provision of the Services or supply of Products if any invoice raised by Recarta is still outstanding after the due date for payment and the Customer continues to be in default for thirty (30) days after written notice of such default has been given to it by Recarta, unless a dispute is raised in writing within the thirty (30) days.

10.2 Without prejudicing any rights hereunder either Party shall be entitled to terminate forthwith any provision of the Services or supply of Products by notice in writing: -

- (a) if the other Party has committed a material breach or persistent breaches of the Agreement and continues such default for thirty (30) days after written notice has been given to such Party with a request that such material breach or persistent breaches are rectified, and no such rectification takes place; or
- (b) upon the other Party passing a resolution for winding up (save for the purpose of amalgamation or reconstruction and where the amalgamated or reconstructed company agrees to adhere to the Agreement) or suffering a winding-up order being made against it or going into administration; or
- (c) if a receiver or administrative receiver is appointed or an encumbrancer takes possession of the undertaking or assets (or any part thereof) of the other Party; or
- (d) if the other Party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof) or ceases to or threatens to cease to carry on its business or enters into a composition with its creditors; or
- (e) if any distress or execution being levied against any property of the other Party.

10.3 In addition to the termination provisions above and without prejudice to any rights contained herein or accrued hereunder:

Before the initial period ends after the Commencement date, and no later than three (3) months before the end date of the agreement, the Customer may terminate the agreement by providing three (3) month's written notice. Should notice not be served three (3) months before the end date of the agreement, then the agreement will automatically renew for a further twelve (12) months on the anniversary of any agreement end date.

11. Force majeure

11.1 Neither Party will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its reasonable control including but not limited to, act of God or governmental act, flood, fire, explosion, accident, civil commotion, industrial dispute, or transportation or communications problems, or impossibility of obtaining materials.

11.2 Each Party agrees to give written notice as soon as reasonably possible to the other on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

12. General

12.1 No failure, delay or indulgence on the part of either Party in exercising any power or right under the Agreement shall operate as a waiver of such power or right.

12.2 No single or partial exercise of any power or right by either Party shall preclude any other or further exercise thereof or the exercise of any other such power or right under the Agreement.

12.3 If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid or voidable such provision shall be struck out and the remainder thereof shall stand in full force and effect.

12.4 In the event of there being any deficiency in the supply by Recarta of any Services or Products, Recarta shall always be afforded a reasonable opportunity to correct such deficiency.

12.5 Each Party may assign the Agreement or any of its rights and obligations hereunder. Written confirmation must be provided to each Party where assignment has occurred.

12.6 Clause headings are inserted for convenience of reference only and shall have no effect in interpreting the Agreement.

12.7 A reference to a Clause or a Schedule shall mean a reference to a clause in or a schedule to any Agreement.

12.8 Any publicity to be issued in connection with the Agreement (including any dispute arising) shall only be issued subject to prior written consent from the Parties, such consent shall not be unreasonably withheld.

12.9 No alteration or addition to the Agreement shall be valid unless agreed in writing by the Authorised Representatives.

12.10 Where the Customer issues a purchase order to Recarta relating to the Services or Products, the Customer agrees that unless otherwise agreed the terms of such purchase order shall not apply and such purchase order shall be accepted by Recarta for the sole purpose of referencing invoices.

12.11 Any Agreement shall be governed by English law. The Parties will seek to resolve disputes between them by an Alternative Dispute Resolution ("ADR") technique recommended by the Centre for Dispute Resolution ("CEDR"). If the Parties fail to settle the dispute within thirty (30) days following their agreement to involve CEDR or either Party refuses to submit to ADR, the dispute shall be referred to the non-exclusive jurisdiction of the English courts.

13. Recarta employees

13.1 During the period during which Recarta is providing the Services and for a period of 12 months thereafter neither party shall (whether personally or by its agent and whether for itself or on behalf of any other person, firm or company) recruit, solicit, induce or seek to induce any employee or contractor of the other party involved in the performance of the Services or obligations under these terms to leave its employment or terminate or breach its contract with such other party, provided however, that neither party will be precluded from engaging in general recruiting techniques that do not target the employees of the other party and from employing any person responding to such general solicitation. In the event that a party is in breach of this clause it shall pay to the party which has suffered loss as a result of such breach (the "innocent party"), by way of a genuine pre-estimate of the innocent party's damages, a sum calculated at the total aggregate value of fees, salary and other benefits paid to the employee or contractor concerned by the innocent party during the last 6 months of such employee's employment or contractor's engagement with the innocent party.

Our Privacy Policy

IP address lookup

We use third parties to provide us with information about visitors to our web site. Your IP address is therefore recorded when you visit our web site. We may use this information to match against public and proprietary IP databases.

Web site cookies and link tracking

Cookies are small text files that store Internet settings. Cookies provide us with important site functionality to make your experience when visiting our website easy, for example, by not repeatedly having to re-enter information. Cookies also allow us to see which webpages you have visited and what links you have clicked on.

We use Google Analytics. Google Analytics is a website monitoring tool that allows users to track volumes, activities and source of website visitors over time. This can help users analyse how their website content is viewed and navigated.

We monitor web site click throughs from our emails.

Holding personal information

Maintaining Data Privacy and Data Protection is a priority for Recarta. This Privacy Policy sets out the legal basis on which any personal data that we collect from you, or that you provide to us, will be processed by us.

Please read this Privacy Policy carefully to understand our views and practices regarding your Personal Data and how we will treat it.

Any questions relating to Data Privacy within Recarta or this Policy should be sent by email to gdp@recarta.co.uk or in writing to the Recarta IT and their published head office address.

What personal information is held?

We may collect and process the following data from you:

Information you consent to provide Recarta that is required to carry out our obligations arising from any contracts entered between you and us, or potential contracts that may be in liaison between you and us.

Information that you consent to provide by filling in forms on our website, or as part of any direct marketing or sales activities. This includes and is not limited to personal information about you such as your name, telephone contact number, geographical address/location, email address and interests. Note: Clear consent information is supplied at point of collection to provide information on the use of data; and a record of the consent is taken at point of collection.

If you contact us by telephone or in writing, we may keep a copy of your correspondence or communication.

If you have provided us with the personal data of another person, there is a clear requirement imposed by Recarta for you to confirm that he/she consents to the processing of his/her personal data and that you have informed him/her of our identity as a Data Controller and the nature of the processing taking place. Records will be retained as evidence of this consent.

How will we use the information we hold about you?

We use information held about you in the following ways:

Performance of a contract

We use information held about you to carry out our obligations arising from any contracts entered into between you and us; and to notify you about changes to our services. Legitimate Interests We use information held about you to provide you with information, products and/or services that you request from us or which we feel may interest you if relevant to the products or services currently being supplied as part of a contract with Recarta, or in relation to a previous contract with Recarta whereby you are happy to continue to receive such information;

Consent (direct marketing)

We use information held about you to provide you with information on products and/or services that you request from us, or which we feel may interest you where you have consented to be contacted for such purposes. Where consent has been provided to Recarta, it is a recognized right of the Data Subject that this consent can also be withdrawn. Should you wish to withdraw consent, please email gdpr@recarta.co.uk or by writing to the Recarta IT published head office address. Alternatively, you can call 0844 800 7821 and request to speak to a member of the marketing team, stating your reason for calling.

Consent (website)

To ensure that content from our Website is presented in the most effective manner for you and your device <https://www.recarta.co.uk/terms-conditions/> We will not share your data with third parties for other marketing purposes unless we have your express consent to do so. We will only pass your contact details onto 3rd parties acting on our behalf for the following reasons:

If you 'Opt-In' to receive information and future communications from us via an email or our web site, we will hold your contact details

If you have previously transacted or communicated with us, we will hold your contact details

If you have previously requested information via telephone, email or our web site, we will hold your contact details

Under the terms of 'Legitimate Interest' we may contact you with information which we feel could be of interest to you.

Changes to our privacy policy

Any changes we may make to our Privacy Policy in the future will be posted to our website

Your rights relating to personal data

You have the right to ask us to cease processing your personal data for marketing purposes. We will seek consent (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your data to any third party for such purposes. You can also exercise your right to prevent such processing by contacting us at gdpr@recarta.co.uk.

GDPR gives you the right to access information held about you. Your right of access can be exercised at any time. Recarta operate both a Data Subjects Rights procedure and a Subject Access Rights Procedure to ensure that all rights exercised by data subjects relating to personal data are managed appropriately.

From time to time, our website may contain links to and from our strategic partner(s), partner network(s), strategic sponsor(s), advertiser(s) and affiliate(s). If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

Retention of Your Information

We take appropriate measures to ensure that any information collected from you is kept secure. [Recarta hold UKAS accredited certification to ISO 27001:2013 and is subject to both internal and external audits to ensure that information security is upheld for Recarta].

Recarta operate a clear Retention policy and associated Retention Schedule to ensure personal data is kept only for so long as is necessary for the purpose for which such information is used.

If any of your personal data changes, or if you have any questions about how we use data which relates to you, please contact us by email at gdpr@recarta.co.uk. We normally update your personal data within seven (7) working days of any new or updated personal data being provided to us, to ensure that the personal data we hold about you is as accurate and up to date as possible.

Disclosure of Your Information

We may disclose your personal information to any member of our group, which means our subsidiaries, strategic partner(s) or strategic sponsor(s) our ultimate holding company and its subsidiaries as defined in section 1159 of the UK Companies Act 2006.

As part of our GDPR compliance obligations, we are duty bound to check when personal data may be shared with third parties to ensure that they apply the same or greater controls in terms of data protection. The use of non-disclosure agreements form part of our third-party data sharing controls.

We may disclose your personal information to third parties;-

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
- if we or substantially all of our assets are acquired by a third party, in which case personal data held by it about our customers will be one of the transferred assets; or
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation or in order to enforce or apply other agreements; or
- to protect the rights, property or safety of Recarta, our customers or others. Recarta has risk assessed where personal information may be transferred outside the EEA. As part of our own due diligence we have identified that personal data held for and by Recarta resides in the EU. Recarta will continue to monitor this for Recarta considering any 3rd party provider changes in the future. Should a requirement for data to be transferred outside of the EU in future, Recarta will implement controls and safeguards to ensure that equal to or greater data protection measures are enforced, and records retained to evidence this.