



Terms & Conditions Services

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Important: You should read all of these terms to check that you agree to them before making any booking. By making a booking, you agree to the terms set out below.

1 Definitions and Interpretation

The definitions and rules of interpretation in this condition apply to the Contract:

“Contract” the Contract between us and you made under these conditions

“Confidential Information”

all information (of whatever nature) disclosed by one party to the other, which

- (i) is indicated to be confidential, or
- (ii) derives value to a party from being confidential, or
- (iii) would be regarded as confidential by a reasonable business person;

“Data” any information of whatever nature that, by whatever means, is provided by you to us, is accessed by us on your authority or is otherwise received by us on your behalf, for the Services and shall include, without limitation, any personal data;

“Data Protection Legislation” means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR.

“Deliverables” all documents and materials developed by us in the provision of the Services, including computer code, data, reports and specifications but excluding any Third Party Software;

“Fees” those fees payable by you to us as set out in the Proposal and payable in accordance with these terms and conditions;

“Intellectual Property Rights” all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights of a similar nature (whether registered or unregistered) anywhere in the world; “Proposal” the proposal, order form or statement of work supplied to you by us or annexed to these conditions detailing information relevant to this Contract;

“Services” the services to be performed for you as set out in the Proposal or such additional services that we agree (in writing or verbally) to perform for you under this Contract from time to time;

“Software” the business software to be supplied pursuant to the Contract as set out in the Proposal (or as otherwise agreed to be supplied by us pursuant to this Contract);



“Software Licence Agreement” the software licence agreement for the Software (which shall also apply to any modifications or enhancements to the Software made pursuant to the Contract);

“Third Party Software” any third-party software to be supplied by us pursuant to this Contract as set out in the Proposal (or as otherwise agreed to be supplied by us pursuant to the Contract);

“us, we, our or itas” IT Accounts Support Limited;

“third party” Any organisation other than “itas” or “the customer”; and

“you, your or the customer” the individual, partnership, company or other organisation named in the Proposal.

1.2 Unless the context otherwise requires, references to statutory provisions include those statutory provisions as amended or re-enacted.

1.3 Words in the singular include the plural and in the plural, include the singular.

1.4 In the case of conflict or ambiguity between these conditions, the Software Licence Agreement, the Proposal or any documentation annexed to the Proposal, these conditions shall take precedence followed by the Software Licence Agreement, the Proposal then any documentation annexed to the Proposal.

1.5 References to “including” shall mean (unless the context expressly states) “without limit”.

1.6 References to “in writing” shall include e-mail.

1.7 We reserve the right to review or amend these terms and agreement at any time. A revised copy of these terms will be published at www.itassolutions.co.uk/tc or you can request a copy in writing.

1.8 All Parties agree that, in the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

1.9 We both agree that if either of us fail to enforce any breach of any part of these Terms and Conditions, it shall not constitute acceptance of the breach or forfeit the right to subsequently enforce any part or parts of this Agreement be it past, present or future.

1.10 Nothing in the Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between us.

1.11 This Terms and Conditions shall be governed exclusively by the laws and courts of England and Wales.

2 Application of Conditions. These conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions proposed by you or implied by law, custom, practice or course of dealing.



3 Services

3.1 Subject to you paying the Fees and complying with your obligations under the Contract, we will provide the Services.

3.2 You acknowledge that the provision of the Services is subject to any limitations or customer requirements contained in the Proposal (for example any system or other equipment specifications).

3.3 You will fully cooperate with us and make available to us without charge any reasonable information or facilities requested by us to enable us to discharge our obligations under this Contract.

3.4 You confirm that you will comply with all relevant laws and that you have and will maintain all necessary permissions and licences to enable us to properly perform the Services for you.

4 Fees and Expenses

4.1 A day is defined as 6 hours; this does not include breaks. A half day is defined as 3 hours; this does not include breaks.

4.2 Every project of over 3 days will have at least half a day of chargeable time allocated for project management. Where the project is priced on daily/hourly rate, this amount will be charged upfront at the beginning of the projects. Where there is a set price, this will be included as part of the set price.

4.3 Projects charged on an hourly or day rate will be invoiced weekly as the days are used. This includes any additional works not included in the original proposal for set price projects.

4.4 Payment for services is due 30 days after the date of invoice regardless on the current status of the project unless otherwise stated by us in writing in advance.

4.5 Any invoice disputes must be raised in writing to accounts@itassolutions.co.uk within 7 days of receiving the invoice. Otherwise the invoice is deemed accepted.

4.6 If you have raised a dispute with our team and they have responded in writing, you have 2 working days to respond before the dispute is deemed closed and the invoice becomes payable.

4.7 Payment for perpetual software and the first-year licencing and support is due immediately. No software will be installed or ordered from the third-party vendor until payment has cleared.

4.8 Payment for subscription services (including software licencing, services and support) is collected by direct debit, one month in advance.

4.9 For monthly subscription services, software and support a deposit equivalent to one month's payment is required. This must be received prior to any work starting or orders being placed with third party vendors. Once your contract has been terminated, this will be applied against any outstanding amounts on your account and the remaining balance returned to you.

4.10 Payment methods accepted include bank transfer or direct debit.



4.11 Projects charged at a set value require 60% of the total quoted value is required prior to starting the work if a set price is agreed. The remaining 40% is due on completion.

4.12 Completion will be deemed to have been achieved once system sign off has been received or if no issues have been identified for 2 weeks after the handover of a project, whichever comes first.

4.13 Where the costs of a project are unable to be determined fully, itas may at its discretion offer the option of scoping in detail prior to issuing a full quote. The costs of both doing and writing up this scope will be chargeable and will be discussed in advance. Should you choose not to proceed with the project, these costs are still chargeable.

4.14 Travel and Accommodation

4.14.1 Travel and Accommodation is charged at cost. This may include (but is not limited to) train fares, airfares, hotel accommodation and subsistence costs.

4.14.2 Mileage is charged at the maximum rate as defined by HMRC at the time of delivery.

5 Cancellations/deferments

5.1 A day is considered booked if we have confirmed a specific date via email or verbally and either:

5.1.1 you have confirmed in writing or verbally that you would like to confirm the date or;

5.1.2 within 24 hours we have not been asked to provide alternatives.

5.2 For all booked/scheduled days, unless otherwise advised by us to you in writing, if you wish to cancel delivery of the Services (or any part of them), you must inform us via email at projects@itassolutions.co.uk. The following charges will apply if we receive a cancellation or deferment request:

5.3 within 10 working days of the date, this will incur all booked travel and accommodation costs; and

5.4 within 5 working days, will incur a 50% charge of the agreed consultancy rate and all costs of travel and accommodation; and

5.5 within 48 hours, will incur 100% charge of the agreed consultancy rates and all travel and accommodation costs.

5.6 If we are prevented or otherwise delayed in performing the Services as a result of your (or your contractors' or representatives') acts or omission you agree to pay to us any costs and other reasonable expenses that we incur as a result of such act or omission.

6 Warranties and Limitation of Liability

6.1 All warranties are excluded to the fullest extent permitted by law, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

6.2 Subject to condition

6.2.4 below It is expressly agreed and understood by the Parties that:



6.2.1 itas is not in any way liable or responsible for selecting, configuring, advising in connection with the selection of, procuring, delivering or paying for, or for the performance or non-performance of the Content, the Customer Deliverables or any other services; and

6.2.2 save as may be expressly provided in this Agreement, itas is not in any way liable or responsible for selecting, configuring, advising in connection with the selection of, procuring, delivering or paying for, or for the performance or non-performance of, any third party hardware, software and/or services (or any part thereof) or for any unavailability or non-performance of the Services caused by a third party; and

6.2.3 ITAS is not in any way liable or responsible for any loss or damage to any of the Content, Customer Deliverables or any other data, information or documents during transportation, whether by courier at the request and arrangement of itas, or otherwise; and

6.2.4 (a) our total liability, whether in contract, tort (including negligence) or otherwise in connection with the Services, shall in no circumstances exceed 150% of any Fees paid by you to us up to such time as the liability arose; and

6.2.4 (b) Customers total liability, whether in contract, tort (including negligence) or otherwise in connection with this Agreement, shall in no circumstances exceed 150% of any Fees paid by Customer hereunder ; and

6.2.5 The exclusions in condition 6 shall apply to the fullest extent permissible at law, but neither party excludes liability for death or personal injury caused by their negligence or our officers, employees, contractors or agents' fraudulent misrepresentation (data protection) or any other liability which may not be excluded by law; and

6.2.6 neither party may bring an action against the other under or in connection with this Contract more than 12 months after that party became aware of the cause of action or event giving rise to the claim; and

6.2.7 You acknowledge that in providing these conditions we advise you that you should explore the availability of insurance for any liability which we exclude or limit under this Contract; and

6.2.8 Neither party shall be liable to the other for any losses or damages which may be suffered by the other party (or any person claiming under or through the other party), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories:

6.2.8.1 special damage even though we were aware of the circumstances in which such special damage could arise; or

6.2.8.2 loss of profit and/or anticipated profit; or

6.2.8.3 loss of revenue, contract and/or business; or

6.2.8.4 loss of savings and/or anticipated savings; or

6.2.8.5 business interruption; or

6.2.8.6 depletion of goodwill and/or similar losses; or

6.2.8.7 loss or corruption of data; or

6.2.8.8 pure economic loss, costs, damages, charges or expenses.



7 Commencement and Termination

7.1 The Contract shall commence on the date set out in the Proposal or such other date, as the parties shall agree in writing.



7.2 Subject to clause 7.3 below, the Contract will terminate upon completion of the delivery of the Services or as otherwise indicated in the Proposal.

7.3 We may terminate the Contract at any time on written notice to you if you:

7.3.1 fail to pay any Fees by the due date; or

7.3.2 are in material breach of any of the terms of this Contract and either that breach is incapable of remedy, or you fail to remedy that breach within 30 days after receiving written notice requiring you to remedy that breach; or

7.3.3 are unable to pay your debts, or become insolvent, or are subject to an order or a resolution for your liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or have an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of your assets, or enter into or proposes any composition or arrangement with your creditors generally, or are subject to any analogous event or proceeding in any applicable jurisdiction; or

7.3.4 sell all of your assets or are merged or re-organised in circumstances where you are not the surviving entity.

7.4 Termination by us in accordance with our rights under condition 7.2 is without prejudice to any other of our rights or remedies accrued prior to termination.

7.5 On termination pursuant to condition 7.2:

7.5.1 all rights granted to you under the Contract and the licence granted pursuant to condition 6 shall immediately cease;

7.5.2 you will immediately destroy or return to us (at our option) all copies of the Software and any Deliverables in your possession or control and, in the case of destruction, certify to us that you have done so.

7.6 On termination for any reason (including pursuant to condition (7.2) you will immediately pay any sums due to us under the Contract.

7.7 If we wish to cancel or postpone the delivery of any part of the Services, we will endeavour to provide you with seven days written notice. Where it is not possible to reschedule the delivery of the Services, we will refund or credit you any Fees paid in respect of any cancelled Services (but not for any Services performed to date)

7.8 ITAS may terminate, restrict or suspend (at ITAS's discretion) this Agreement immediately if:

7.8.1 its Third Party Providers terminate any agreement with ITAS or restrict its ability to provide the same;

7.8.2 it is required to do so by law.

8 Post Termination

8.1 On termination of this Agreement however caused the Customer's will cease to use any deliverables subject to this contract unless agreed otherwise in writing.



8.2 On termination of this Agreement however caused the Customer's will cease to use any third party software related to this contract if outstanding amounts have not been paid in full.

8.3 Upon termination or expiration of the Agreement (for whatever reason):

8.3.1 ITAS shall provide to the Customer or to any third party appointed by the Customer to provide replacement services such reasonable assistance as may be required by the Customer or by such third party for the establishment and provision of replacement services, including (but not by way of limitation) assistance in transferring the Customer Deliverables and Content and related documentation and knowledge;

8.3.2 ITAS shall be entitled to charge Additional Charges for the provision of such assistance;

8.3.3 Notwithstanding the previous sentence, we shall be entitled to refuse to provide any assistance if we believe that the Customer is in breach of this Agreement.

8.4 We may (but shall not be obliged) to retain a copy of the Content/deliverables (in whole or part). We shall be entitled to delete such Content/deliverables without notification to the Customer.

8.5 Termination of this Agreement, however caused, shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

9 Data Processing

9.1 In performing this Contract, the parties each agree to comply with their respective obligations under the Data Protection Laws and any subordinate legislation, amendment or re-enactment.

9.2 During the course of providing the Services, we may process personal data regarding individuals whose details have been made available to us by you (whether directly or indirectly).

9.3 We agree that, to the extent we process any personal data on your behalf, we will act as your data processor and will:

9.3.1 act only on your instructions (and by performing our obligations under this Contract we will be deemed to be acting on your instructions).

9.4 You agree that, where you transfer Data to us, or request a Service which requires us to process Data on your behalf:

9.4.1 it is your responsibility to ensure that the Data is in order once it is returned or following the provision of the Services; and

9.4.2 it is your responsibility to make a backup or copy of any Data you transfer to us under this agreement; and

9.4.3 any reliance on the returned Data shall be at your own discretion and risk.

Data protection

In this Clause and in the Agreements or Contracts, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in



Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

All Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause and the Agreements or Contracts shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

For the purposes of the Data Protection Legislation and for this Clause and any Agreement or Contract, you are the “Data Controller” and we are the Data Processor.

The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be limited to that required to discharge the Agreement or Contract

The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions and Agreements or Contracts.

The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions and the Agreements or Contracts:

Process the personal data only on the instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor.

Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:

The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;

Affected data subjects have enforceable rights and effective legal remedies;

The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

Assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner’s Office);

Notify the Data Controller without undue delay of a personal data breach;

On the Data Controller’s written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the any Agreement or Contract unless it is required to retain any of the personal data by law; and



Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with the terms and conditions.

The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under these terms and condition and agreements or contracts without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-processor, the Data Processor shall:

Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by these Terms and Conditions and Agreements and Contracts and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

Either Party may, at any time, and on at least one months notice, alter the data protection provisions of the Agreement or Contract, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace these provisions by attachment to the Agreement or Contract

10 Proprietary rights The Customer:

10.1.1 will not acquire any IPR or other proprietary rights in the System or in any copies or adaptations of the same; and

10.1.2 agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the System or which is visible during its operation; and

10.1.3 shall notify us immediately if the Customer becomes aware of any unauthorised access to, use (including use) or copying of any part of the System by any person or organisation; and

10.1.4 shall permit us to check the use of the System by the Customer at all reasonable times. We may upon reasonable notice send its representatives to any of the Customer's premises to verify compliance with this Agreement and the Customer irrevocably consents to ITAS representatives entering such premises for this purpose; and

10.1.5 We shall own all IPR created, made and developed under or in connection with this Agreement by us including, all right, title and interest in any ideas, concepts, know-how, techniques, code, materials, documentation and other work product (on whatever media).

11 Customer Obligations and Acknowledgements The Customer shall:

11.1 pay the Fees and any Additional Charges pursuant to clause 4.; and

11.2 inform of us of any changes to registered company names, designated contacts within the organisation and or changes to your company group or entity structure within 30 days of the change being made; and



11.3 deliver the Customer Deliverables to us by the applicable due date in such format and on such media as we may reasonably stipulate; and

11.4 report all Faults in respect of the System as soon as reasonably possible upon becoming aware of the same to the ITAS Contact; and

11.5 appoint a person to be the Customer Contact for all matters relating to this Agreement and/or the Services and ensure that such person has the necessary expertise to deal with enquiries raised by ITAS and the necessary authority to make decisions relating to this Agreement; and

11.6 provide, at its sole cost, all telecommunication services, computers and other equipment or services necessary to enable it to fully and properly access the System and the Customer shall comply with all the rules and regulations that apply to the same; and

11.7 without limitation, comply in a timely manner with its obligations contained herein; and

11.8 ensure that all users of the System on behalf of the Customer have been informed of and have agreed to adhere to the requirements of this Agreement; and

11.9 be responsible for the security of any passwords and/or login credentials. Any actions taken using such password and/or login credentials shall be assumed to be fully authorised by the Customer. The customer accepts that:

11.10 We do not guarantee that the Services or Software will be compatible with all makes, models and features of printers, scanners and other peripherals; and

11.11 Whilst we shall use its reasonable endeavours to keep the Customer Deliverables secure, the Customer accepts that risk in all Customer Deliverables shall remain with the Customer at all times, including during any necessary transportation of the Customer Deliverables. The Customer is responsible for ensuring that all Customer Deliverables are insured and that appropriate copies and/or backups have been taken and retained by it before sending to ITAS; and

11.12 our ability to perform our obligations under this Agreement is dependent upon the Customer's full and timely co-operation with us, as well as the accuracy and completeness of the Customer Deliverables or any information and data the Customer or its agents, subcontractors and/or representatives provide to us; and

11.13 where there is a conflict between any terms and conditions set by the customer and these terms and conditions, that these terms and conditions shall apply. The Customer shall without limitation:

11.14 provide us with access to, and use of, the Content and the Customer Deliverables and all information, data, documentation, computer time, facilities and personnel deemed necessary by us to enable us to perform its obligations hereunder; and

11.15 forthwith upon being requested by us to do so at any time, provide any test data or other information and/or assistance reasonably requested by us from time to time.

11.16 The Customer acknowledges and accepts that should it transpire that the Customer does not have appropriate licences for the use of software it has sourced then ITAS shall be entitled to levy Additional Charges (including without limit and additional licence fees) for the sourcing, installation and configuration of any additional software required; and



11.17 In the event that any Fault should arise with the Customer Deliverables, ITAS shall forthwith notify the Customer in writing of the same. Subject to the consent of the Customer, ITAS shall (if it agrees) carry out repair and/or replacement work on such Customer Deliverables provided that ITAS shall be entitled to levy Additional Charges for such work. For the avoidance of doubt, ITAS shall not be liable for any delay and/or Losses arising from any Fault with the Customer Deliverables nor will it be taken into account in calculating Availability.

12 Confidentiality

12.1 Subject to the following, each party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Contract.

12.2 Each party may disclose Confidential Information to its employees, officers, professional representatives or advisers, sub-contractors and agents, provided that they:

12.2.1 need to know it for the purpose of exercising or performing that party's rights and obligations under this Contract; and

12.2.2 have been informed of the confidential nature of the Confidential Information divulged; and

12.2.3 agree to act in compliance with the confidentiality requirements of this Contract.

12.3 The provisions of conditions 10 shall not apply to information which is already public knowledge or becomes so at a future date (other than by breach of the Contract) or which either party is required to disclose by law.

13 Documentation The Customer shall:

13.1 (otherwise than as permitted by law) not make or permit others to make any copies of the Documentation without our prior written consent; and

13.2 effect and maintain adequate security measures to safeguard the Documentation from unauthorised access use or copying.

14 General

14.1 If any provision of this Contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

14.2 You have no right to assign or to otherwise transfer the Contract or any of your rights or obligations under this Contract without our prior written consent. We may assign or otherwise transfer this Contract or any of our rights or obligations under this Contract at any time.

14.3 No party shall be liable to the other for any delay or non-performance of its obligations under the Contract arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

14.4 Any amendment or variation to the Contract or the Services shall not be binding unless agreed between the parties in writing.



14.5 Any notice required to be given under this Contract, shall be in writing and shall be sent by prepaid first class post or email, to each party required to receive the notice at the address for that party contained in the Proposal or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if sent by:

14.5.1 pre-paid first class post or recorded delivery, 72 hours after posting; or

14.5.2 email on actual receipt by the recipient party.

14.6 These conditions, the Proposal and any other documents annexed as appendices to the Proposal contain the entire agreement between the parties relating to the provision of the Services and supersede all prior contracts, arrangements and understandings between the parties relating to the Services and you agree that, in entering into the Contract, you did not rely on any representations of any kind relating to the Services other than those expressly set out in the Contract.

14.7 A person who is not a party to this Contract shall not have any rights under or in connection with it.

14.8 You and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Contract. Neither party will be liable for any delay in performing or failure to perform any of its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the affected obligation will be extended by such period as is reasonable.

14.9 The Customer is solely responsible for ensuring it has adequate insurance, including cover to protect against, without limitation, damage, loss or corruption of Customer Deliverables and business interruption.

14.10 The Customer may not assign, loan, lease or otherwise transfer its rights or obligations without the prior written consent of itas (such consent not to be unreasonably withheld or delayed).

14.11 itas may in its sole discretion at any time assign, novate, sub-contract any or all of its rights and/or obligations under this Agreement to any third party.

15 Force Majeure

15.1 Neither party shall be liable for breaching the Terms and Conditions (other than an obligation to pay fees) where that breach results from Force Majeure.

15.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: power failure, internet service provider failure, industrial action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

16 Notices

16.1 All notices under these Terms and Conditions shall be in writing.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;



16.2.2 or when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated;

16.2.3 or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.