

BEE IT SOLUTIONS
TERMS AND CONDITIONS

1. Definitions and Interpretations

1.1 In these terms the following Definitions apply:-

Customer means any person or entity to whom Bee IT Solutions supplies services

Order form means the document issued by Bee IT Solutions setting out (1) a description of the service (2) the price (3) any other relevant matters including the term of the contract

Price means the price for which the services are set out on the order form

Services means the services to be provided by Bee IT Solutions to the Customer in accordance with the Terms as set out on the order form

Terms means the standard terms set out in the standard Terms and Conditions of business.

1.2 Any changes to these Terms are valid only if agreed in writing between Bee IT Solutions and the Customer.

1.3 Unless authorised in writing by Bee IT Solutions, employees or agents, representations concerning the services are not valid.

1.4 Any error or omission in any sales brochure, quotation, price list acceptance or offer, invoice or other material issued by Bee IT Solutions (whether typographical, clerical or otherwise) may be corrected by Bee IT Solutions without any liability on the part of Bee IT Solutions.

2. Appointment and Application of Conditions

2.1 The Customer appoints Bee IT Solutions to provide services in accordance with the order form. These Terms apply to the services set out in the order form. No other terms will apply to the provision of the services.

2.2 These conditions shall:

a) apply to and be incorporated into the contract;
and

b) prevail over any inconsistent Terms or Conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification implied by law, trade custom, practice or course of dealing.

2.3 No addition, variation of, exclusion or attempted exclusion of any term of the contract shall be binding on Bee IT Solutions unless in writing and signed by a duly authorised representative of Bee IT Solutions.

3. The Order Form/ Quote Acceptance

- 3.1 The quantity, quality and description of the services shall be set out in the order form.
- 3.2 It is the sole responsibility of the Customer to ensure that the services set out on the order form meet its requirements.
- 3.3 Bee IT Solutions may make changes to the goods and services in order to conform with any legal requirements or which do not materially affect their quality or performance.

4. Bee IT Solutions Obligations

Bee IT Solutions shall use its reasonable endeavours to provide its services to meet any performance date specified in the order form, but any such dates shall be estimates only and time shall not be of the essence of the contract.

5. Customer's Obligations

- 5.1 The Customer shall:-
 - a) provide in a timely manner such access to the Customer's premises and data and such office accommodation and other facilities as is requested by Bee IT Solutions
 - b) provide in a timely manner such information as Bee IT Solutions may request and ensure that such information is accurate in all respects;
 - c) be responsible (at its own cost) for preparing the relevant premises for the supply of the services to Bee IT Solutions.
- 5.2 If Bee IT Solutions performance of its obligations under the contract is prevented or delayed by act or omission of the Customer or the Customer's agents, sub contractors or employees, the Customer shall in all circumstances be liable to pay to Bee IT Solutions on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Bee IT Solutions confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.
- 5.3 The Customer will undertake that they will not:
 - a) Interfere with, tender for, canvass or solicit or endeavour to entice away from the Company any employee of the business or any person who during the period of 12 months prior to the termination of their employment was, to your knowledge, of the Company and with whom you had dealings in the normal course of their employment during that period of 12 months.
 - b) Engage any employee of the company to supply, carry out or undertake any product or service similar to those with which were concerned to a material extent during their employment to or for any person who at any time during the period of one year prior to the termination of their employment as a customer, client or agent or supplier to the Company and with whom you had dealings in the normal course of their employment during that period of one year;
 - c) Solicit to be employed by the client, or enter into partnership with the client, employ, or attempt to employ or negotiate or arrange the employment or

engagement by any other person, or any person of who to your knowledge is an employee of the Company.

- d)) solicit, interfere with, endeavour to entice away from the Company any employee and offer them employment or actions which would cause them to terminate their employment with the company and become employed by the client to under take a role that was or would be provided by Bee I.T. Solutions Ltd.
- e) Clients shall not encourage or solicit any employee, independent contractor, vendor, or client of Bee I.T. Solutions Ltd to leave or terminate its relationship with Bee I.T. Solutions Ltd for any reason.

6. Price and Payment

- 6.1 Bee IT Solutions shall invoice the Customer for the services monthly.
- 6.2 Unless the subject of a genuine dispute, the Customer shall pay the price within 30 calendar days of receipt of a valid invoice ('the due date').
- 6.3 The price does not include VAT which the Customer shall pay in addition to the price at the rate prevailing at the date of the invoice.
- 6.4 Should the Customer fail to make any payment in full on the due date under this Agreement, Bee IT Solutions:
 - a) may charge interest on the outstanding amount. Such interest shall accrue on a daily basis at the rate of 8% above the base rate of Barclays Bank Plc from the due date until the date of the payment, whether before or after Judgment.
 - b) suspend all services until payment has been made in full.
- 6.5 In the event of any refund agreed by Bee IT Solutions to the customer then such refunds shall be paid within 30 days.
- 6.6 If, because of a factor beyond the control of Bee IT Solutions, the cost of Bee IT Solutions services increases, Bee IT Solutions may before delivery increase the price of the services.
- 6.7 All amounts due under these Terms shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set off or counter claim against the other party in order to justify withholding payment of any such amount in whole or in part.
- 6.8 Time for payment shall be essence of the contract.
- 6.9 All payments payable to Bee IT Solutions under the contract shall become due immediately on termination of the contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the contract.

6.10 **Supplied Goods** shall remain Seller's property until fulfilment by Customer of its payment obligations as described above.

7. Confidentiality

- 7.1 Confidential information means all technical, commercial and financial information, product information, trade secrets, know how and all information relating to the plans, intentions, market opportunities, transactions, affairs and/or business of a party and its group companies and/or their Customers and/or suppliers and the Terms:
- 7.2 Each party shall keep secret and confidential all confidential information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under these terms.
- 7.3 The obligation of confidence shall not apply where the confidential information:
- 7.3.1 is required to be disclosed by operation of law;
 - 7.3.2 was in possession of the recipient prior to disclosure by the other party without restriction on disclosure or use;
 - 7.3.3 is subsequently acquired from a third party without any obligation of confidence;
 - 7.3.4 is or becomes generally available to the public through no act or default of the recipient;
 - 7.3.5 is disclosed on a confidential basis for the purposes of obtaining professional advice.
- 7.4 this Clause 7 shall continue in force notwithstanding the expiry or termination of these terms, whatever the reason for such termination.

8. Limitation of Liability

- 8.1 Bee IT Solutions warrants and represents to the Customer that it will perform its obligations under these terms with reasonable skill and care. All other warranties are expressly disclaimed to the fullest extent permitted by law.
- 8.2 Bee IT Solutions shall not be liable to the Customer (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any:-
- a) indirect or consequential loss; and/or
 - b) loss of profits, revenue or goodwill of the Customer
- 8.3 Nothing in these conditions excludes the liability of Bee IT Solutions for:-
- a) death or personal injury caused by the negligence of Bee IT Solutions;
 - b) fraud or fraudulent misrepresentation.
- 8.4 Bee IT Solutions total liability in contract, tort (including negligence or breach of statutory duty howsoever arising) misrepresentation (whether innocent or negligent), restitution or otherwise, arising or in connection with the performance or contemplated performance of contract shall be limited to £500 or for the price paid for the services whichever is the lower.

9. Termination

- 9.1 This contract shall continue for the length of the term specified in the order form. Unless no less than 90 days notice is provided in writing by the customer prior to the expiry of the contract, the contract shall continue on a monthly basis until notice of Termination is provided, whereupon thirty days notice will be required.
- 9.2 Should the customer wish to terminate the contract prior to its expiry they shall pay the remaining term of the contract before released from it.
- 9.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the contract upon providing 90 days notice in writing to the other without liability to the other if:-
- a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - b) the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - c) the other party repeatedly breaches any of the other terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - d) the other party suspends, or threatens to suspend payment of its debt or is unable to pay its debts if they fall due or makes an inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - e) the other party commences associations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme where a solvent amalgamation of a other party with one or more other companies or the solvent reconstruction of that other party;
 - f) the other party applies to the Court for, or obtains, a moratorium under Part A(1) of the Insolvency Act 1986;
 - g) a petition is filed and notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more of the companies or the solvent reconstruction of that other party;
 - h) an application is made to Court or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or a administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - i) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced

on or sued against, the whole or any part of the party's assets and such attachment or process is not discharged within 14 days;

- l) any event occurs or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an equivalent or similar to any of the events mentioned in condition 9.1d to 9.1k (above)
- m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the Terms of this Agreement is in jeopardy;
- n) there is a change of control of the other party (within the meaning of Section 1124 of the Corporation Tax Act 2010)

9.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the expiry of this Agreement shall remain in full force and effect.

9.5 Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.

10. Intellectual Property Rights

All Intellectual Property Rights in reports and other deliverables created by Bee IT Solutions in the course of performing the services shall belong to Bee IT Solutions and the Customer shall not obtain any rights therein. Bee IT Solutions hereby grants the Customer a license to use the Intellectual Property Rights in the deliverables to the extent necessary to make use of the deliverables as contemplated by the order form.

11. Force Majeure

11.1 Bee IT Solutions shall not in any circumstances have liability to the Customer under the contract if it is prevented from or delayed in, performing its obligations under the contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control including, without limitation:

- a) Strikes, lockouts or other industrial disputes (whether involving the workforce or the supplier or any other party)
- b) Failure of a utility service or transport network
- c) An act of God, war, riot or civil commotion
- d) Malicious damage Compliance with any law or governmental order, rule, regulation or direction
- e) Accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors
- f) Pandemic or epidemic

11.2 For these purposes acts or omissions by the employees, subcontractors, developers, agent and representative of either party are within that party's control.

12. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or another right or remedy.

13. Severance

13.1 If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not effect the validity and enforceability of the rest of this Agreement.

13.2 If any provision or part provision of this Agreement is deemed deleted under condition 13.1 above the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

14. Entire Agreement

14.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.

14.2 Each party acknowledges that in entering into this Agreement it does not rely on [and shall have no remedies in respect of] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligence missed statement based on any statement in this Agreement.

15. Assignment

15.1 The Customer shall not, without the prior written consent of the supplier, assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other matter with all of any rights of obligations under the contract.

15.2 Bee IT Solutions may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with all of its rights or obligations under the Contract.

16. No Partnership or Agency

Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as a agents for the other and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in anyway (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. Third Party Rights

This Agreement does not give any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any termination of this Agreement.

18. Notices

18.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:-

- a) delivered by hand or delivered by pre paid first class post or other next working day delivery services at its registered office; or
- b) sent by fax to its main fax number

18.2 Any notice or communication shall be deemed to have been received:-

- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by pre paid first class post or other next day working delivery service, at 9.00 am on the second business day after posting; and
- c) if sent by fax at 9.00 pm on the business day after transmission.

18.3 This condition does not apply to the service of any proceedings or any other documents in any legal action or, where applicable, any arbitration or any other method of dispute resolution.

19. Governing Law

The contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed and construed in accordance with the laws of England and Wales.

20. Jurisdiction

Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).