

**General Services and Hosting Agreement (GSHA)
Number – GSHA3001**

Standard Terms and Conditions

between Klebos Ltd. having its registered offices at Office 2, 27 Greville Road, Cambridge CB1 3QJ (“Klebos”) and you, the client (“Client”).

The purpose of this Agreement is to simplify the process of contract administration. The Client on entering into this Agreement is not obliged to use the services of Klebos, but where it does the provision of such agreed services shall be subject to these terms and conditions (or those amended terms and conditions as raised specifically for each project in writing).

Where conflict exists between these terms and conditions and any written amendments for a specific project, the amendments shall prevail and apply solely to that project.

On receipt of a duly authorised Order, Klebos shall provide, in accordance with the Order and where applicable, to the Client's Location, suitable qualified, experienced and able personnel capable of performing the Service. Klebos is not obliged to accept Orders placed by telephone unless the same is confirmed in writing.

Definitions:

| | |
|--------------------|---|
| “Agreement” | shall mean these terms and conditions together with those contained in project-specific amendments and in invoices raised by Klebos on the Client. |
| “Cancellation Fee” | shall mean the fee payable by the Client on cancellation. |
| “Charges” | shall mean all fees due to Klebos |
| “Duration” | shall mean the period the Service continues. |
| “End Date” | shall mean the date at which Services terminate. |
| “Location” | shall mean the Client's nominated location, as specified in writing, where the Service shall be performed. If unspecified, the location will be at Klebos's discretion. |
| “Notice” | shall mean any notification by either party informing a status change or conveying information but which do not amend this Agreement. |
| “Order” | shall mean the Client's written request placed on Klebos and agreed by Klebos in writing. |
| “Ours” | “ours” refers to possessions or attributions of Klebos in this Agreement. |
| “Project” | a piece of work or provision of Service to the Client by Klebos. |
| “Payment Date” | means 14 days after the date on the invoice, or 14 days before the Start Date of the following period for a Periodic Service, or as specified on the invoice |
| “Project Rate” | shall mean the agreed hourly rate, daily rate or lump sum project cost in respect of the Service. |
| “Service” | shall mean work or services provided by Klebos or its affiliates or agent to the Client. |
| “Periodic Service” | shall mean Services which are invoiced periodically, typically web hosting or provision of email Services which renew annually. |
| “Start Date” | shall mean the date on which the Service starts. For a recurring Service, such as web-hosting, the Start Date of the next period shall immediately follow at midnight of the End Date of the expiring period. |

- “Term” shall mean the period the Agreement continues except for those clauses which survive the Term.
- “Us” or “We” “us” or “we” refers to Klebos in this Agreement
- “Writing” where the phrase “in writing” is used, it means communication by email, TXT message, fax or written on paper and delivered to the official address for correspondence of either Klebos or the Client.

1. Acceptance

- 1.1. Any order accepted by Klebos is accepted on the basis of these standard terms and conditions (this Agreement) and Klebos will only be bound by the Order when it has been confirmed by the Client and accepted by Klebos in writing.
- 1.2. The Client will be deemed to have accepted and agreed to this Agreement when the Client or any member of the Client's staff does any of the following:
- 1.2.1. returns in writing a confirmation of a quotation or costed proposal
 - 1.2.2. confirms by telephone a quotation or costed proposal
 - 1.2.3. logs into a control panel provided as part of the Service
 - 1.2.4. uploads files to a server provided as part of the Service
 - 1.2.5. downloads or attempts to download email from a server or using an email address forwarded by a server provided as part of the Service
- 1.3. These terms and conditions herewith (this Agreement) shall apply to all contracts for the sale and supply of goods and services by Klebos Limited to the exclusion of all other terms and conditions that the client may purport to apply.
- 1.4. When a service is renewed or a new order for service is requested, the Agreement applicable will be that applicable at the time of renewal or the time of service provision and not the time of the first contact with the Customer. This Agreement is regularly updated and a copy is hosted on the Klebos's website and referred to on all orders and invoices.

2. Cancellation Fees

- 2.1. The Client may by giving prior written notice cancel the Service before the Start Date. In such an event, Klebos reserves the right to charge the Client a Cancellation Fee based on the number of days Service booked per person calculated in accordance with the following table up to a maximum of 5 (five) days per person. (For clarification purposes, the Cancellation Fee calculated in accordance with the following table shall not exceed the number of days per person booked). Notwithstanding this table, if more than 5 days per person has been booked, the Cancellation Fee shall be 25% of the entire value of the contract if cancellation occurs less than 10 working days before the Start Date.

| Written notice received prior to the Start Date | Cancellation Fee Calculation |
|---|------------------------------|
| 6 working days or more | No Cancellation fee |
| 4 or 5 working days | 25% of daily rate |
| 3 working days | 50% of daily rate |
| 2 working days | 75% of daily rate |
| 1 working day or less | 100% of daily rate |

- 2.2. In the case of Services which do not involve provision of a person on daily or hourly rate, cancellation is only accepted before the Start Date, in which case a Cancellation Fee of 25% of the entire amount of the Order is levied if cancellation is made less than 30 days before the Start Date. If cancellation is made more than 30 days before the Start Date, then no Cancellation Fee is charged.

3. Term

- 3.1. The End Date of the Service is 12 months from the beginning of the month in which Klebos began to take action on behalf of the Client and the whole annual fee is due for this Duration.

4. Use of Internet Services

- 4.1. The Client should be aware that the current statutory provisions relating to Data Protection, Copyright, Telecommunication and Computer services apply to the use of the Services via the Internet. Clients will be responsible for the content of their webpages including obtaining the legal permission for any works they include and ensuring that the contents of their webpages do not violate UK or any other laws that are applicable. Clients are responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via their webpages.

- 4.2. Klebos reserves the right to remove material it deems inappropriate from the Client's web pages, without prior notice, or to suspend the website entirely pending the discovery and deletion of such inappropriate material.
- 4.3. The Client agrees to have and abide by an appropriate privacy policy on its website hosted on Klebos's servers. This policy must clearly disclose that third parties may be placing and reading cookies on the browser of a user browsing the Client's website, or using web beacons to collect information, in the course of advertisements such as Google AdSense being served on the website or in the course of web analytics such as Google Analytics being used to monitor web usage.
- 4.4. Klebos reserves the right to edit the Client's website and to insert such a privacy policy at its discretion.
- 4.5. The Client must
 - 4.5.1. not use, or allow others to use, the Services for any improper, immoral or unlawful purpose, as determined by Klebos, and;
 - 4.5.2. comply with any reasonable instructions issued by Klebos which concern the Client's use of the Services or connected matters, and;
 - 4.5.3. provide Klebos with all such necessary information Klebos may reasonably require in a timely manner, usually within 24 hours, and;
 - 4.5.4. not re-sell the web space or web space related services to third parties, and;
 - 4.5.5. not use the website to promote lewd, erotic, obscene or salacious material, and;
 - 4.5.6. use appropriate site classification and registration systems such as Platform for Internet Content Selection as Klebos may require from time to time, and
 - 4.5.7. not post illegal material including copyrighted works, commercial audio, video or music files even if posted to a private area of the website, and
 - 4.5.8. not post pirated software including ROMs, emulators, phreaking, hacking, password cracking, IP spoofing, "warez" and
 - 4.5.9. not post encrypted versions of any of the above illegal or pirated material or provide links or "how to" information about such material,
 - 4.5.10. not run server processes, such as talkers or IRC Bots or streaming services from their account,
 - 4.5.11. not affect services provided to other clients. This includes uploading of any material, scripts or software that, intentionally or not, affects the operation of the server(s) and the services offered, and
 - 4.5.12. understand that any breach of this clause is grounds for unconditional termination of the Services unless it is done with the prior and express permission of Klebos in writing on a case by case basis.
- 4.6. It is the Client's responsibility to carry out computer virus and trojan and root-kit precautions on all machines under their control.
- 4.7. If the bandwidth used by the services Klebos provides exceeds the quota specified or imposed by the server farm, an excess payment charge will be payable by the Client to Klebos at Klebos's standard prices as shown at www.Klebos.com/terms/ (or £50/GB/month whichever is the less) on presentation of invoice. This fee will be payable howsoever this bandwidth use was caused. Note that Klebos will levy this fee if your email or website is hacked and the services we provide to the Client are misused by third parties. It is the Client's responsibility to ensure that all machines used by the Client are virus-free and adequately protected from misuse. Klebos uses its best endeavours to ensure protection of the servers but cannot provide protection to all the Client's machines and does not assume any responsibility for misuse of the services it provides.
- 4.8. The Client is hereby notified and understands that the Internet will not provide communications 100% of the time and it will by its very nature fail and require maintenance from time to time without notice. Such facts are deemed to have been taken into consideration by the Client prior to the execution of this agreement, and such failures or delays shall not constitute non-performance or negligence on the part of Klebos.
- 4.9. Whilst Klebos will use every reasonable endeavour to ensure the integrity and security of the services provided, Klebos does not guarantee that the services will be free from unauthorised users and hackers.
- 4.10. If the Client has credentials or other access to upload files, pages, scripts or software to their website, or to any part of their website, then Klebos accepts no responsibility for the integrity or operation of the website and responsibility for the website rests entirely with the Client.
- 4.11. Klebos makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the services provided and Klebos shall have no liability for any loss or damage to data stored using the services
- 4.12. Klebos shall be under no liability for non-receipt or miss-routing of email or for any other failure or delay of email.
- 4.13. Klebos is not liable or responsible for interruptions or termination of the Service caused by failure of the Client's equipment, software, facilities, applications or procedures, or any act by the Client, war, insurrection, sabotage, denial of service attack, embargo, fire flood, strike,

- lockout, act of God or other conditions beyond its control including without limitation acts of any governmental body, interruption or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation or domain name registration update), failure of third party hardware or software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of services.
- 4.14. Whilst Klebos shall expeditiously seek domain registration when instructed by the Client, Klebos shall not be liable in the event of the domain having been registered by some other person by the time Klebos seeks registration in which event a full refund of domain fee will be paid to the client without any other liability on the part of Klebos for loss by the client. The Client should not assume registration has occurred until Klebos has issued a written Notice. Any action taken by the Client before such notification is at the Client's own risk.
- 4.15. The Client is hereby notified and understands that due to the limitations of HTML language and other web languages that the design of the website can only be based on and not identical to designs possible through conventional printing.

5. Suspension

- 5.1. Suspension of Services stops the provision of Services but the data, webpages and emails on Klebos's servers remains intact though inaccessible to the Client. Services can be resumed from suspension quickly without complex reconfiguration or charge.
- 5.2. If the client's Service is cancelled (not suspended) and is later reactivated, an administration fee of 50% of the annual fee is charged.
- 5.3. If the Client's unreasonable or unanticipated bandwidth or processing or disc access or disc space or computation reaches the point where it has an adverse affect on other clients Klebos reserves the right to disable the Services without notice and to maintain the service suspension until the Client can arrange matters that this will not happen again or pays an appropriate fee for these additional services.
- 5.4. Klebos may from time to time and without notice suspend the Services in any of the following circumstances:
- 5.4.1. during any technical failure, modification or maintenance of the servers, or;
 - 5.4.2. if the Client fails to comply with any of these terms and conditions in this Agreement or amendments (including failure to pay charges due) until the breach (if capable of remedy) is remedied.

6. Termination

- 6.1. If the Client ceases trading under its own name for any reason including acquisition or merger then Klebos is under no obligation to provide services for more than 30 days after the date of such event.
- 6.2. This Agreement and all written amendments thereto will be terminated with immediate effect if either party convenes a meeting of its creditors or if a proposal shall be made for a voluntary agreement within Part I of the Insolvency Act 1986 (or corresponding part of any successor Act) or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if either party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or corresponding part of any successor Act) or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of either party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of either party or for the making of an administration order or if the Company reasonably believes that any of these is likely to occur in respect of the Client in the immediate future,
- 6.3. Without prejudice to any other claims or remedies which Klebos may have against the Client, Klebos may by written notice terminate the provision of Services immediately without obligation in any of the following circumstances;
- 6.3.1. If the Client fails to comply with any of the terms of this Agreement including the failure to pay any charges when due,
 - 6.3.2. If the Client does or allows to be done anything which in Klebos's absolute opinion will or may have the effect of jeopardising the operation of the Internet or to services provided to other customers,
 - 6.3.3. If the Client participates in sending or authorising any form of unsolicited bulk e-mailing or spam, whether or not this uses servers or services provided by Klebos.
 - 6.3.4. If the Client attempts to gain the privileges of another user or of the system administrators on the servers or services provided by Klebos,
 - 6.3.5. if the Client takes any other action which in the opinion of Klebos reflects badly on Klebos's reputation and good name in the provision of Internet services, such as promoting spamming or other reprehensible activity,
 - 6.3.6. at any time without notice in which case *pro rata* reimbursement will be made for the unused pre-paid period of Service.
- 6.4. Upon termination of this Agreement at the End Date Klebos will promptly discontinue the Services and delete all the Client's files from the servers if all fees are fully paid up.

- 6.5. Any improper use by the Client under any clauses in section “Use of Internet” or the clauses above shall be deemed a material breach of this Agreement and shall entitle Klebos to terminate the Services and this Agreement without penalty or recompense to the Client irrelevant whether the client is aware of the content of any material so transmitted or not.
- 6.6. The Client may cancel Services at any time and Klebos will effect their termination with no obligation to reimburse any fees. Such cancellation Notices must be in writing from the Client. Third party cancellations are not accepted
- 6.7. On disconnection of the Client’s Services on termination of this agreement the Client shall pay on demand all Charges outstanding at the time of disconnection.
- 6.8. On disconnection of the Client’s Services consequent upon the Client’s actions causing termination of this agreement the Charges may include any additional fees Klebos may wish to charge at its discretion to cover additional costs caused by the termination.
- 6.9. A breach of a particular amendment to this Agreement does not in any way whatsoever affect the duties and obligations imposed on each party by another amendment or this Agreement.
- 6.10. Any written amendment to this Agreement may be terminated pursuant to any special termination terms included in that amendment.

7. Invoicing and Terms of Payment

- 7.1. No payment is accepted in cash to an amount greater than that of one hundred pounds sterling, or equivalent in any other currency or convertible instrument. Payments larger than one hundred pounds are accepted only by cheque or bank transfer or PayPal.
- 7.2. Klebos does not offer any form of credit to clients
- 7.3. Value Added Tax is payable on all Charges.
- 7.4. Any cheques returned to Clients or which do not pass clearing will incur an administration fee of £35.00
- 7.5. All rates and prices shall be valid during the Duration. The Client is advised that increases may apply on renewal at the End Date.
- 7.6. Klebos may charge additional fees at any time as a result of the Client’s misbehaviour or accidental unintentional additional use of resources as described in the clause “Use of Internet Services”.
- 7.7. The Client continues to be liable to pay all charges which are due for Service during any period in which the Client does not comply with this Agreement.
- 7.8. Where the Service involves labour at the day rate or hourly rate, the Client will make staged payments: Klebos will invoice monthly for work done on the project.
- 7.9. Where the Service is fixed-price work, e.g. to prepare a website in addition to hosting, payment is due and invoices will be presented on the basis of work performed at the standard hourly rate (£75) from a date one month after the date work begins and monthly thereafter. These fees are not refundable but will be deducted from final invoices for the total work done.
- 7.10. Where a Service, such as website modification, is quoted by Klebos at a fixed price less than £200, fees due to Klebos shall be paid by the Client when the Client agrees to the quotation and prior to the provision of the Service (e.g. modification of the Website).
- 7.11. At its complete discretion, Klebos may invoice in advance for work not yet performed but where there are set-up costs or where Klebos commits to actions which reduce its flexibility of action at Klebos’s entire discretion.
- 7.12. The Client shall pay to Klebos all sums which are invoiced and/or which become due under the Agreement within 14 (fourteen) days of invoice date.
- 7.13. Fees are to be paid by the Payment Date. The Payment Date specified on the specific invoice takes precedence over any other date mentioned in this Agreement. The Invoice date is the date written on the invoice and is the date it was issued, or in the case of invoices retracted and re-issued, the date the original invoice was issued or two days after the date of re-issue whichever is the later.
- 7.14. For a Periodic Service, the first annual fee is due on submission of the first invoice, with subsequent payments being due every year on the anniversary of the Start Date or as specified on the renewal invoice.
- 7.15. Any unauthorised payment delay entitles Klebos, without prejudice to any other right or remedy it may have, to either suspend the provision of the Service or to terminate and cancel the Services and to charge any debt collection fee and to charge a compensation fee for the work involved in obtaining payment.
- 7.16. If the Client fails to pay any Charges after the Payment Date interest will be charged at a rate of 0.2% per calendar day from the Payment Date (this is approximately equivalent to paying double the amount if the invoice is still unpaid after 365 days) or to the full amount permitted by law for overdue debts, whichever is the lesser, and to charge any debt collection fee and to charge a compensation fee for the work involved in obtaining payment.
- 7.17. In the case of any Service involving a domain name, such as Periodic Service for hosting or for one-off Service of website modification or email configuration, the following actions will affect the whole Website if the invoice is unpaid by the Payment Date.

- 7.17.1. While payments are outstanding, Klebos will not release any domain name managed for the Client to another provider unless full payment for all Services have been paid to Klebos Ltd. However Klebos explicitly does not remove the Client's normal rights to Nominet transfer for .uk domains.
- 7.17.2. 7 days after Payment Date the maximum number of concurrent users of the Website may be reduced to 1 and the aggregate bandwidth may be reduced to 14.4 kbits/s, all user controls (control panels, FTP access, Front Page extensions) will be suspended. All emails will continue to be forwarded but a notice may be returned to each sender stating that the Client is behind with bill payments. A prominent notice may be placed on the website in addition to the normal content stating that the Client is behind with bill payments.
- 7.17.3. 14 days after the Payment Date the Website may be replaced by a notice stating the name and address of the Client and stating that the Website has been removed following non-payment of bills. All technical support will be stopped. All emails may be held but restrictions may be placed on the Client reading them; and a notice may be returned to all email senders stating that the Client is not paying the bills.
- 7.17.4. 21 days after the Payment Date the client's account, stored emails and all website files may be deleted from our servers and a reconnection fee may be payable which, unless otherwise specified in an invoice, will be 25% of the total annual hosting fees listed on the unpaid invoice.
- 7.17.5. 60 days after the Payment Date, ownership of all the Client's domain names managed by Klebos are transferred to Klebos and Klebos may delete or retain the domain names for further sale. In addition, the Client will be deemed to have assigned to Klebos unrestricted rights to copy and use all copyright content on the website indefinitely, including all content which has ever been stored on the website, for which it has the power to assign copyright and in the case of content licensed by the Client for use only on its own website the Client indemnifies Klebos and assumes all additional costs which may be levied by third parties for the use of the copyright content by Klebos. The Client also awards Klebos an indefinite world-wide licence to any patents necessary for the use or deployment of this content by Klebos anywhere and for any purpose. This clause survives indefinitely the termination of this Agreement.
- 7.18. If the Service is for domain name services and not for web hosting or email, then if the invoice is unpaid the service may be terminated entirely 14 days after Payment Date and public notices may be made to third party users of those services that the invoice is unpaid. In the case of domain name services this notice will be shown by redirection of web requests.
- 7.19. In the event that the Website is unavailable, except under circumstances beyond Klebos's control, Klebos will apply a credit to the next renewal fee. The credit will be a percentage of the service charge pro rata for the affected month as measured 24-hours a day in a calendar month, with the maximum credit not to exceed 100%. The credit rate to be calculated as following, only one credit rate to apply in any one month: worse than 99.7% availability: 15% credit, worse than 97% availability: 25% credit, worse than 95% availability: 50% credit, worse than 90% availability: 100% credit. Credit will be given if applied for by the Client by email within 14 days of the period of unavailability and at least 7 days before the date of renewal.
- 7.20. Payment for Periodic Service on a quarterly basis will be only by standing order or direct debit or automatic periodic credit charge payment using PayPal after the first initial payment of the first period.
- 7.21. Periodic Services are automatically assumed to be renewed unless cancelled explicitly in writing: 30 calendar days (not working days) written Notice is required if the Services for the following period are not required by the Client; if such notice is not received the Client will be deemed to have requested the Services for the following period and will pay any and all invoices presented by Klebos for Service for the following period.

8. Access

- 8.1. Klebos personnel are authorised to have access to all the Client's data, computer systems, equipment, personnel and services to the extent that is necessary for the satisfactory performance of the Service.

9. Copyright

- 9.1. Work performed for the Client, including all text, designs, software code, literary and artistic items and all other copyrightable material, shall remain copyright Klebos unless explicitly specified otherwise in a written amendment to this Agreement.
- 9.2. The Client retains a right to use the copyrighted material in the course of their normal business indefinitely if the copyrighted material is deployed or used within 3 months of the final delivery by Klebos of the copyrighted material. If the Client wishes to use the material for any other purpose, a separate license will have to be negotiated with Klebos.
- 9.3. Where Klebos subcontracts work to a supplier, the copyright of all such subcontracted work will be transferred to Klebos unless explicit provision is made in the subcontracting agreement.

10. Password Security

- 10.1. The Client may be given passwords and usernames or other credentials for access to some services that is for their use only. Clients must not divulge the password to any other person or organisation without Klebos's permission and approval.
- 10.2. The Client shall taken reasonable precautions to ensure other persons or organisations do not discover passwords and usernames.
- 10.3. Klebos reserves the right to change passwords in the event of any suspected security breach without advance warning.
- 10.4. Klebos does not retain or manage passwords and cannot remind users of forgotten passwords. In the case of a forgotten password Klebos will assign a new password and communicate it to the client.

11. Data Back-up and Archiving

- 11.1. The Client is solely liable for ensuring the back-up, archiving and the subsequent restoration of any and all deployed or delivered software and data held on magnetic or other media even when such data resides solely on hardware managed by Klebos.
- 11.2. The Client shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the server.
- 11.3. Where Klebos provides web-design services, the delivery of the design is the posting (i.e. deployment) of the website files to the web-server. The customer is responsible for downloading the files from the website and their safe-keeping. Where the web site includes server-side scripting, Klebos will deliver a copy of the website by email or CD only when requested to do so by the Client
- 11.4. Klebos explicitly accepts no responsibility whatsoever for backup of data or software or any other machine-readable information after delivery to the Client or after deployment on servers accessible to the Client.
- 11.5. The data which is the responsibility of the Client includes passwords, usernames and any type of access code or credentials.
- 11.6. Data stored on Klebos's servers is backed up for server hardware failure recovery purposes only. It is the responsibility of the client to keep independent backup files of important data. Klebos cannot be held responsible for any loss incurred from the client's inability to restore any files.
- 11.7. In the event of any amendment in addition to this Agreement providing for an additional backup service, the liability of Klebos to the client is strictly limited to the annual payment for this service.

12. Normal Working Day / Week for work at Client's Location

- 12.1. A normal working day shall not exceed 7 ½ (seven and one half) hours per day performed at the Client's discretion between the hours of 08:00 to 18:00 exclusive of a 1 (one) hour lunch break, unless specified otherwise on such authorised Addendum.
- 12.2. A normal working week shall be Monday to Friday inclusive excluding English Public Holidays.
- 12.3. Klebos is prepared, at the prior written request of the Client, to work out of normal working day hours.
 - 12.3.1. Normal Overtime Hours
All overtime shall be charged in accordance with the following calculations:
are all hours exceeding the normal working day including all Saturday hours performed chargeable at time and one half (x 1 ½) based on the pro-rata of the applicable daily rate.
 - 12.3.2. Sunday and Bank Holiday Working
shall be charged at double time (x 2) based on the pro-rata of the applicable daily rate.

13. Expenses for work at Client's Location

- 13.1. Unless expressly agreed otherwise, expenses incurred by Klebos in the provision of the Service shall be charged in accordance with the following, as may be amended from time to time, at cost on submission of valid receipts:

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| Rail Travel | 2 nd Class bought on day of travel |
| Air Travel | Standard Economy Class |
| Sea Travel | Standard Ferry Rates bought on day of travel |
| Hotels | 3 Star or less inclusive of breakfast |
| Meals | £25 per full day allowance, when working at customer's premises |
| Mileage | at the prevailing taxable allowance as published by the Inland Revenue (currently 40 pence per mile). See http://www.hmrc.gov.uk/rates/travel.htm |
- 13.1.1. Travel by public transport or as a passenger shall be charged at 60% of the applicable daily rate per hour
- 13.1.2. Travel by car when driving shall be charged at 90% of the applicable daily rate per hour

14. Time Sheets

If specified in the Order, time sheets shall be completed by Klebos and submitted to the Client. These will be in Klebos's standard format which is Personal Software Process PSP0.

15. General Responsibility

- 15.1. Notwithstanding Klebos's general responsibility under this Agreement, all work undertaken by Klebos personnel shall be at the instructions of the Client's management personnel or their nominated deputies and shall be carried out in an objective unbiased manner.
- 15.2. Klebos shall ensure that Klebos personnel assigned to perform under the Agreement shall be of presentable appearance and shall conform with the Client's own code of dress and shall conduct themselves in a professional manner favourable to the Client.

16. Health and Safety

- 16.1. The Client shall be responsible for ensuring that Klebos personnel in attendance at the Location are made aware of all relevant safety laws, procedures, regulations etc. appertaining to the Location whether international, national, local or otherwise.
- 16.2. Klebos shall ensure that Klebos personnel do nothing or omit to do anything at the Location which may make the Location untidy or dangerous or which may prove hazardous to other personnel.

17. Removal of Personnel

In the event that Klebos personnel do not perform, or are not capable of performing, the Service in accordance with the Order or are found to be unsuitable for any reason whatsoever the Client may verbally request, confirmed in writing, the removal of such personnel from such Location where the Service is being performed provided that such request is not exercised frivolously or vexatiously. On receipt of such request in writing Klebos shall as soon as practical and without any liability whatsoever replace such personnel by other, as acceptable to the Client, suitably qualified and experienced person (s) capable of performing the Service.

18. Review Meetings

Review meetings shall take place when reasonably requested by either party. It is standard practice for Klebos to record all spoken discussions with clients or with prospects who may become clients. All telephone conversations may also be recorded for the avoidance of doubt.

19. Confidentiality

(For the purposes of this Confidentiality undertaking "Information" shall mean though not be limited to whether tangible or otherwise documents, facts, data, materials etc.).

- 19.1. Both parties hereby agree to use all reasonable endeavours to maintain strict confidentiality and to ensure its personnel, officers and agents maintain strict confidentiality without limitation on all Information concerning or received from the other party and not to use, copy, reproduce or summarise in any shape or form whatsoever or allow a third party to use, copy, reproduce or summarise in any shape or form whatsoever any such Information given except for the purpose of performing its obligations under the Agreement save for Information which is:
 - 19.1.1. trivial or obvious
 - 19.1.2. already in its possession other than as a result of a breach of this Condition
 - 19.1.3. in the public domain other than as a result of a breach of this Condition
- 19.2. Such Information shall not, without the prior written consent of an officer of the party, be divulged in any shape manner or form to any person or entity outside the organisation of the receiving party. The receiving party further warrants that any Information divulged within its organisation shall only be divulged to persons with a need to know it for the purpose of performing obligations under the Agreement and that such Information shall be limited to a need to know basis. Furthermore, the receiving party shall ensure that such persons who have a need to know are fully aware that such Information is confidential and are aware of the existence of such confidentiality requirements and fully and clearly understand the implications of any breach of such.
- 19.3. Both parties shall take all steps as shall from time to time be necessary to ensure compliance with this Condition. Each of the parties shall promptly on demand return all such tangible Information (and copies of such whether authorised or not) to the other party.
- 19.4. These confidentiality obligations shall survive indefinitely following termination of the Agreement.
- 19.5. Each party shall not use and shall ensure that its personnel do not use the other's name for any publicity or promotional purposes without first obtaining the consent of that party in writing except that
 - 19.5.1. Klebos is permitted to quote the name of the Client and an image of a webpage of the Client's on Klebos's website as part of a portfolio of clients
 - 19.5.2. Klebos is permitted to use the name of the Client on webpages and emails where the Client has not paid fees due.

20. Force Majeure

- 20.1. If and to the extent that either party is hindered or prevented by any circumstances not within its reasonable ability to control, including but not limited to act of God, inclement weather, flood, lightning, fire, industrial action, lockouts, the act or omission of Government, highways authorities, or other competent authority, act of terrorism, war, military operations or riot, act or omissions of third parties for whom the party concerned is not responsible from performing any of its obligations under the Agreement, such party shall not be liable for failure to perform such obligations, provided that:
- 20.1.1. The party relying on this Condition promptly gives written notice to the other of the reason for the fault or delays as soon as practicable
 - 20.1.2. The party relying on this Condition uses all reasonable efforts to overcome the circumstances or delay and promptly notifies the other party in writing of the nature of these efforts: and
 - 20.1.3. Upon cessation of the event of force majeure, the party relying on this Condition notifies the other of the cessation and recommences its contractual obligations as soon as is practicable.
 - 20.1.4. If as a result of force majeure the performance by either party of its obligations under the Agreement is only partially affected, then that party shall nevertheless remain liable for the performance of those obligations not affected by force majeure.
- 20.2. Without prejudice to the above the Client shall have the right to source the work or that portion of the work affected by force majeure to another third party but such 'out sourcing' shall only be permissible during the period of the force majeure. The Client shall allow Klebos to recommence the work as soon as possible on cessation of the force majeure and the Client shall remove such third party from the Location (if applicable) as soon as is practical.
- 20.3. If the party relying on this Condition is the Client, Klebos shall for a period of 10% of the remaining Duration or 7 working days (whichever is the lesser) ensure that its personnel are available to continue the Service. If no notice is given by the Client of an alternative Location within such a period, Klebos shall be entitled to deploy such personnel to other contracts, not necessarily those of the Client. Where such deployment takes place the Client's obligations to make payment under this Agreement shall cease and a proportionate refund shall be made to the Client by Klebos in respect of any period already paid for.
- 20.4. When a single force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

21. Liabilities and Indemnities

- 21.1. Each party to the Agreement shall indemnify and hold harmless the other in respect of damage to property or equipment of the other for direct loss or damage to any property only to the extent that its negligence or breach of duty or contract caused such loss.
- 21.2. Except in respect of injury to or death of any person (for which no limit applies) each party's entire liability regarding loss or damage to property in respect of each event or series of connected events shall not exceed the value of Services purchased by the Client over the preceding 365 days, even if such loss was reasonably foreseeable.
- 21.3. Neither party shall in any event whatsoever howsoever caused be liable to the other for any indirect or consequential losses or special damages including third party losses incurred resultant from the negligent acts errors or omissions committed during the performance of the Service including though not limited to loss of revenue, loss of future revenue, loss of profit or anticipated profit, loss of contract, loss of amenity, loss of reputation etc. even if such was reasonably foreseeable.
- 21.4. When a number of occurrences give rise to substantially the same loss the injured party shall be entitled to make one claim only.
- 21.5. To enable each party to make a claim under its own policy of insurance the parties agree to notify claims under this Condition within thirty (30) days of becoming aware of the claim or potential claim which could give rise to liability.
- 21.6. Klebos will not be responsible for loss occasioned by computer viruses or trojans or other malware of any kind, whether introduced by Klebos's Services or otherwise.
- 21.7. Klebos has no liability in respect of the use by the Client of any domain name; any dispute between the Client and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, Klebos shall be entitled at its own discretion and without giving any reason, to withhold, suspend or cancel the domain name. Klebos shall also be entitled to make representations to the relevant naming authority or registrar but will not be obliged to take part in any such dispute. Klebos are however pleased to offer advice in such circumstances at the normal hourly rates, including all communications with disputants including the Client, subject to a minimum fee for initial investigation equivalent to one hour's fee.

22. Assignment

This agreement is with the Client and the Client shall not transfer assign or otherwise dispose of any of its rights obligations or benefits under the Agreement to any other party. Klebos may at any time assign this Agreement or its rights obligations or benefits under the Agreement to any third party.

23. Sub-Contractors

Klebos shall be entitled to sub-contract any part of the whole of the Service where it considers the Service will be enhanced by the utilisation of such third party. Where the Service, or parts thereof are subject to such sub-contracting the Client will be advised accordingly. The Client will be entitled to reject any sub-contracting party with good reason and where the Client exercises this right Klebos may reject that part of the Service, without any liability whatsoever where it considers at its sole discretion that the Service may not be provided to the benefit of the Client.

24. Solicitation of Personnel

During the Term and for a further twelve (12) months thereafter neither party shall directly or via any third party solicit or employ the services of any of the other's employees who are or have been directly engaged in the performance of the Service without the written consent of the other party. Should such written consent be given such may be subject to a discretionary fee the sum of which shall not exceed twenty (20) percent of the annual salary and accrued benefits of such employee. A breach of this Condition renders the offending party liable to pay a fee equal to forty (40) percent of that employee's salary and accrued benefits.

25. Indulgences

- 25.1. Klebos's failure, neglect, forbearance or delay to seek redress for violations or to apply penalties or to insist on strict performance of any condition or provision of these standard terms and conditions of business or Klebos's failure to exercise any right or remedy to which we are entitled hereunder, will not constitute a waiver thereof or in any way prejudice any right of ours under the Agreement.
- 25.2. Any waiver by Klebos of a breach by the Client of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach by the Client.

26. Singular / Plural

The singular includes the plural and vice versa. Where the Client comprises two or more persons, the liabilities and obligations under any agreement with Klebos shall be joint and several.

27. Headings

Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

28. Notices

- 28.1. Notices shall be sent in writing to the addresses shown herein or to the Client address as declared by the Client and stated in the Order.
- 28.2. The Client must promptly advise the Company of any change of address.
- 28.3. Notices will be deemed received on the third day after the day of posting in the UK if sent by recorded delivery. Fax notices shall be deemed received on completion of transmission provided the sender's facsimile machine produces automatic confirmation of error free transmission to the correct number.
- 28.4. Notices sent by email or TXT message require a manual confirmation of delivery by email or telephone or TXT message or instant messaging.

29. Severability

If any provision shall be held by a court of competent jurisdiction to be invalid or void then such provision shall be struck out and the remainder of the Agreement shall stand in full force and effect. In the event that such provision is struck out both parties shall use reasonable endeavours to agree a suitable replacement provision which maintains the original intention of the parties where it is practicable and lawful to do so.

30. Variation

- 30.1. Klebos reserves the right to amend and update these terms and conditions at any time without notice.
- 30.2. Klebos may vary all or any of its fees, such variation is to have immediate effect on all orders and proposals accepted by the company made thereafter, including all periodic renewals, unless otherwise stipulated therein but will not be retroactive on existing contracts.
- 30.3. Klebos will publish any such variation on Klebos's website.

- 30.4. Klebos at its discretion may alert and notify the Client of any such variation by email.
- 30.5. Klebos reserves the right to vary the conditions of this agreement without notice as a direct result of new legislation, statutory instruments, governmental regulations or licenses, or similar events provided that such modification or change shall be limited to the extent necessary for these purposes.
- 30.6. Klebos reserves the right to decline any amendment or part thereof proposed by the Client at Klebos's entire discretion.
- 30.7. Any variation of the terms and conditions in this agreement shall be inapplicable unless agreed in writing by the company

31. Entire Understanding

This Agreement constitutes the entire agreement between the parties to the Agreement and hereby supersedes all representations or agreements either written or oral preceding the Agreement. The Agreement expresses the entire understanding and no other understanding agreement or representation expressed or implied in any way limits, extends or relates to the provision of the Agreement.

32. Prevailing Law

The Agreement shall be governed by and shall be enforced in accordance with the laws of England and Klebos and the Client hereby submit to the non-exclusive jurisdiction of the English Courts.

33. Dispute Resolution

To the extent permitted by law, before the Client files suit or initiates an administrative claim with respect to a dispute involving any aspect of this Agreement, the Client shall notify Klebos, and any other party to the dispute for the purpose of seeking a business resolution. Both the Client and Klebos shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then both Parties agree to use the UK Advisory, Conciliation and Arbitration Service and to abide by its arbitration decisions.