

# Service Agreement v.2



**b2b** IT Services

Support Complement Consult

[www.b2bitservices.co.uk](http://www.b2bitservices.co.uk)

# Service Agreement

This Agreement (“**Agreement**”) is made as of:

## Between

- (1) **b2b** IT Services Ltd (company number: 5115366) a company incorporated in England and Wales of Columbus House, Village Way, Tongwynlais, Cardiff CF15 7NE (“**b2b**”); and
- (2) The customer defined in the Support Agreement (“**Customer**”)

## Background

**b2b** provides IT support and consultancy services and the Customer wishes to purchase the Services (as defined below) and B2B wishes to sell the Services to the Customer pursuant to the terms of this Agreement.

# Provisions agreed by parties

## 1. Definitions

1.1 The terms of this Agreement are comprised in the terms and conditions set out below.

1.2 The definitions and rules of interpretation in this clause apply in this Agreement:

“**3<sup>rd</sup> Party Applications**” custom authored software, line of business applications or 3<sup>rd</sup> party hardware or any other such application (including hardware and/or software) used by the Customer from time to time;

“**3<sup>rd</sup> Party Provider**” has the meaning given in clause 5.2;

“**b2b Consultant**” the b2b employee or agent allocated at the discretion of b2b to the Customer as a point of contact in respect of the Services to be provided;

“**b2b Office Hours**” the hours between 08:30 and 17.00 during any Working Day;

“**Confidential Information**” has the meaning given in clause 18.4;

“**Contract**” has the meaning given in clause 2;

“**Contract Amount**” the monthly amount(s) payable for the Services as set out in the Support Agreement or as otherwise agreed in writing by b2b;

“**Control**” the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;

“**Customer Equipment**” the inclusive list of IT equipment provided by the Customer and contained in the Support Agreement;

“**Customer Locations**” has the meaning given in clause 3.5;

“**Customer Representatives**” has the meaning given in clause 3.3;

“**Effective date**” is the date defined as the “Contract Start Date” within the Support Agreement;

“**End Users**” the end users of the Customers being employees, agents, contractors and other representatives of the Customer, as confirmed to b2b by the Customer Representative in writing under clause 6.4;

“**Initial Term**” has the meaning given in clause 11.1;

“**Monthly Visit**” has the meaning given in clause 3.6

“**Renewal Period**” has the meaning given in clause 11.1;

“**Response Time**” The time between the Support Request being received by b2b and the commencement of remedial action by b2b

“**Services**” the Services provided by b2b as set out in the Support Agreement;

“**Support Agreement**” the support agreement provided by b2b to the Customer setting out the Services, the number of Support Hours to be provided, Contract Amount, Customer Equipment and such other terms as may be agreed by the parties; The support agreement has an Effective Date as indicated above;

“**Support Hour**” time spent on site at Customer Locations;

“**Support Incident**” any incident reported to b2b by a Customer Representative requiring the need

for the Services;

“**Support Request**” a call, email or web based notification made by a Customer Representative reporting a Support Incident to **b2b** in accordance with clause **3.2** and the ‘Raising Tickets and Incidents’ section in the Support Agreement;

“**System**” the Customer’s IT system;

“**Term**” the Initial Term and any Renewal Period(s);

“**Time Unit**” a one hour period; and

“**Trial Period**” has the meaning given in clause **11.2**;

“**Working Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for non-automated business.

1.3 Clause and paragraph headings shall not affect the interpretation of this Agreement and references to clauses are to the clauses of this Agreement.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this Agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this Agreement.

1.8 Documents in agreed form are documents in the form agreed by the parties.

1.9 A reference to an agreement is a reference to that agreement as varied or notated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.10 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11 References to ‘party’ or ‘parties’ are to the parties to the Contract.

## 2. Contract Overview

The contract that the Customer has with **b2b** is set out in the Support Agreement and this Agreement which, together with any documents referred to in them, comprise the total of the contractual agreement between the parties (the “**Contract**”).

## 3. Services

3.1 **b2b** provide a number of Services, ranging from ad-hoc call out and system repair to full onsite consultancy service. The Customer’s Support Agreement sets out the Services to be provided by **b2b** to the Customer under the Contract. The parties may agree in writing to vary the Services to be provided from time to time.

3.2 All Support Requests should be made to **b2b** during **b2b** Office Hours via the methods of contact (including telephone, email and web helpdesk) set out in the ‘Raising Tickets and Incidents’ section of the Support Agreement.

3.3 The Customer should specify their named contacts authorised to deal with **b2b** regarding: any problem escalation following a Support Request; approval of any downtime; and approval of chargeable work to be carried out by **b2b** (“**Customer Representatives**”). The list of Customer Representatives will consist of a primary contact and secondary contacts. Authority to include additional secondary contacts will need to be granted by the primary contact. The Customer can request in writing that only Support Request originating from the specified Customer Representatives will be processed to ensure a level of control of any Support Hours incurred.

3.4 When a Support Request is initially submitted **b2b** shall designate it as: ‘urgent’, ‘high’, ‘medium’ or ‘low’ as a rating of priority in accordance with the ‘Ticket Priority Levels’ section of the Support Agreement. If the Customer has more than one (1) outstanding/current Support Request this value will be used to determine which Support Request should be worked on at a higher priority.

3.5 **b2b** will only offer Services during **b2b** Office Hours in respect of Customer Equipment and/or End Users at Customer locations designated within the Support Agreement to be targets for such Services (“**Customer Locations**”). Services can additionally be offered at the discretion of **b2b** (within the existing Contract) to End Users working with Customer Equipment from home or other locations on request by the Customer Representative. **B2b** reserves the right to make additional charges for providing Services at locations other than the Customer Locations, including travel expenses in accordance with Clause 7.2. It is the Customer’s responsibility to ensure that **b2b** are permitted access to locations outside of any designated Customer Location. If **b2b** is delayed in or prevented from accessing such locations through the Customer’s failure to properly provide access then **b2b** shall be entitled to charge for any wasted time incurred as a result.

3.6 If specified within the Support Agreement **b2b** will provide for one (1) optional unbilled monthly visit per Customer per calendar month to a Customer Location nominated by the Customer (the “**Monthly Visit**”). For each Monthly Visit **b2b** requires at least one (1) week’s prior notice which should be given through the **b2b** ticketing system or given otherwise in writing (provided **b2b** has acknowledged receipt of such written notice). The purpose of these visits will be to carry out

regular system checks, discuss future plans and perform any non-urgent work notified by a Customer Representative (such notice to be given at least 24 hours prior to the visit). The maximum duration of the Monthly visit will be two (2) Time Units. Additional time spent on site during the Monthly visit will be counted as Support Hours and charged accordingly at the 'Onsite charge' rate outlined in the Support Agreement. Monthly Visits do not roll over the following month.

## 4. Change Control

If any change control processes regarding changes to the Customer's IT systems are already in place at the Effective Date, or are proposed to be brought into place during the Contract, these shall be notified to **b2b** in writing with reasonable notice and **b2b** shall only be bound by such change control processes if **b2b** agrees in writing to be so bound. It is the Customer's responsibility to ensure that **b2b** are notified in writing about the existence of, or any changes to, a change control process so that the Customer and **b2b** have sufficient opportunity to discuss these.

## 5. Agreed Product Set

5.1 **b2b** cannot always provide Services for every IT related product including, without limitation, 3<sup>rd</sup> Party Applications. Where the Customer utilises 3<sup>rd</sup> Party Applications within the System, the Customer must have a current support contract with the author/manufacture/provider of such 3<sup>rd</sup> Party Applications (the "**3<sup>rd</sup> Party Provider**"), particularly where these involve bespoke software solutions. **b2b** accepts no liability for its failure to remedy any Support Incident that is directly or indirectly caused by the failure of such 3<sup>rd</sup> Party Applications.

## 6. Services description

6.1 **b2b** provides the Services to the Customer as set out in the Support Agreement. Each Support Request requiring an onsite visit will be charged at the 'Onsite charge' rate outlined in the Support Agreement.

6.2 The Support Agreement may include a number of Support Hours available to the Customer in each calendar month. The purchase of the Support Hours allows the Customer on site support during **b2b** Office Hours. Support Hours do not roll over to the following month.

6.4 In order to prevent unauthorised use or wasting of Time Units **b2b** recommends that the Customer provides **b2b** with a list of authorised End Users who are permitted to log Support Requests with the **b2b** helpdesk. The Customer may add additional End Users to the list of authorised End Users on written notice to **b2b**, subject always to the terms of this Agreement. In the event that the Customer does not provide **b2b** with a list of authorised End Users **b2b** shall not be held responsible for Time Units used by an „unauthorised“ Customer End User.

6.5 All time billing is completed in used Time Units and not in exact minutes of time. Where the total time actually recorded amounts to fractions of Time Units such fractions shall be 'rounded up' to the nearest whole Time Unit for billing purposes.

6.6 If the Customer provides remote access into their systems for **b2b** to resolve any Support Incidents, then no extra charge will be made for the Services provided remotely.

6.7 The Support Agreement describes the Response Time in which **b2b** will respond to a call logged with **b2b** regarding a Support Incident (see the 'Service Level Agreement' section in the Support Agreement).

6.8 A Support Request will be closed when it has been mutually agreed (via the helpdesk response system) with the Customer that the Support Requests has been resolved, or reached a final conclusion, or Customer does not wish to use or expend further Time Units on the Support Requests.

6.9 Each Support Incident is recorded for billing and/or reporting purposes. Itemised reporting of tickets is available to Customer upon request and **b2b** reserves the right to charge the Customer for providing such itemised reporting.

## 7. On-site Access

7.1 If a Support Incident cannot be resolved remotely then **b2b** will visit the Customer Location to try and resolve the Support Incident. **b2b** reserves the right to charge for travel to the Customer Location additional to the charge for Support Hours used during the visit in accordance with Clause 7.2.

7.2 Customer Locations or other locations nominated by the Customer that are not within a reasonable travelling distance of **b2b** personnel or where an overnight stay is required will, unless specified otherwise in the Support Agreement, be charged at 45p per mile from B2B's registered office (as noted above) and cost of accommodation and expenses. Distance as determined from <http://maps.google.co.uk>. For the purposes of this clause 7.2 "reasonable travelling distance" is defined as less than sixty (60) minutes, or twenty five (25) miles, one (1) way journey to the Customer Location or other requested location.

## 8. Fees and Payment

8.1 Fees for services provided under this Contract (including the Services and any additional work) shall be calculated as set out in the Support Agreement. **b2b** shall invoice the Customer for such services in accordance with this clause 9.

8.2 A credit limit for Services and for all orders will be as set out in the Support Agreement unless the Customer does not pass a credit check performed on starting the Contract. If a Customer does not have a credit limit with **b2b** then payment will be required in advance.

8.3 The Customer agrees and accepts that it is necessary for **b2b** to carry out certain credit checks and referencing against the Customer prior to and during the Term to ensure that it can maintain agreed invoicing arrangements.

8.4 At the beginning of each calendar month invoices for the Contract Amount for that month will be compiled and shall be payable by Standing Order set up at the inception of the Contract. Any invoices for additional work completed over and above the Contract Amount will be raised

separately and will be payable within thirty (30) days after the invoice date unless stated otherwise in the Support Agreement.

8.5 Time of payment is of the essence. All payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment at the rate prescribed in the *Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002*, and such interest shall accrue on a daily basis from the due date for payment until payment is actually received, whether before or after judgment. Notwithstanding the above provisions for late payment, in such event **b2b** may, at its option and without prejudice to any other remedy at any time after payment has become due, terminate or temporarily suspend this Agreement.

8.6 All fees and expenses payable by the Customer pursuant to this Agreement are exclusive of value added tax and all other sales taxes and duties which may be chargeable on any part of the Services provided to the Customer pursuant to the terms of this Agreement. Such taxes and duties shall be paid by the Customer in addition at the rate and in the manner for the time being prescribed by law.

8.7 Any credit note issued by **b2b** will be valid for twelve (12) months from date of issue except where the contract is coming to an end. Cash refunds are not available

8.8 **b2b** may offer Trial Periods from time to time in accordance with clause 11.2. **b2b** will charge for Services during a Trial Period as set out in this Clause 8.

## 9. Purchasing Additional Support Hours

A Customer wishing to use the services of **b2b** to carry out or manage large-scale project work may agree with **b2b** the total cost of the work prior to commencement. The quoted value of the work may be expressed as **b2b** Consultant hours or as a total price.

## 10. Term and Contract Renewal

10.1 Subject to earlier termination under this Clause 10 or under Clause 11, the Contract has, unless otherwise agreed within the Support Agreement, a minimum fixed term of twelve (12) months from the Effective Date (the “**Initial Term**”) and thereafter shall automatically renew and continue for further periods of twelve (12) months each (each a “**Renewal Period**”).

10.2 From time to time **b2b** may offer trial periods of up to the three (3) months (a “**Trial Period**”). If **b2b** offers, and the Customer accepts, a Trial Period then the Customer shall have the right to terminate the Contract in writing at any time within such Trial Period. If the Customer does not terminate the Contract within the Trial Period then, on expiry of the Trial Period, the Initial Term shall immediately commence and run in accordance with the other provisions of this clause 11.

10.3 Subject to clause 11.2, either party, unless otherwise agreed within the Support Agreement, may terminate the Contract by giving the other not less than three (3) months’ written notice of termination.



10.4 If at each anniversary of the Effective date, the Customer has not given written notice of termination, the Contract will be considered to have been renewed for a further Renewal Period. If notice of termination has been given the Contract will be considered to have been renewed only up to the end of the applicable notice period.

10.5 During the course of the Contract, and in accordance with the limits set out in the 'Scope' section of the Support Agreement (if applicable), the Customer may increase the Customer Equipment contents without change to the Contract Amount. For increases to the Customer Equipment outside of any applicable limits set out in the 'Scope' section of the Support Agreement, the Contract Amount may automatically be increased proportionally.

10.6 At each anniversary of the Contract the Contract Amount shall automatically increase in line with the Retail Price Index.

10.7 Notwithstanding clause 10.6, **b2b** may increase the Contract Amount with immediate effect by written notice to the Customer where there is an increase in the direct cost to **b2b** of supplying the Services which exceeds ten percent (10%) and which is due to any factor beyond the reasonable control of **b2b**.

## 11. Contract Termination

11.1 This Agreement will commence from the Effective Date and will continue unless terminated or renewed in accordance with the terms of this Agreement.

11.2 Notwithstanding the provisions of clauses 10 and 11.1, **b2b** may give notice in writing to the Customer terminating this Agreement with immediate effect if:

11.2.1 an order is made or a resolution is passed for the winding up of the Customer, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver or manager or administrative receiver is appointed in respect of all or any of the Customer's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order, or the Customer takes or suffers any similar or analogous action in consequence of debt, or the Customer is unable to pay its debts as they fall due, or an arrangement or composition is made by the Customer with its creditors or an application to a court for protection from its creditors is made by the Customer;

11.2.2 there is a change of Control of the Customer;

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

11.2.4 the Customer purports to assign its rights or obligations under this Agreement;

11.2.5 the Customer commits a material breach of this Agreement which is not capable of remedy;

or

11.2.5 the Customer commits a material breach of this Agreement which is capable of remedy but is not remedied within thirty (30) days of receipt of a notice from **b2b** specifying the breach and putting the Customer on notice of **b2b**'s intention to terminate this Agreement with effect from the

expiry of the notice period if such breach has not been remedied to its reasonable satisfaction.

11.3 If this Agreement is terminated and the Customer has used Support Hours which it has not paid for or incurred any other outstanding fees or charges then an invoice will be issued for complete payment of all such outstanding monies. This invoice will be due within thirty (30) days of the invoice date.

## 12. Customer Undertakings

12.1 The Customer shall:

12.1.1 have valid software licences as advised by **b2b** for all software operating on the System throughout the Term of this Agreement and will ensure that these licences do not expressly or impliedly prohibit third party system support or facilities management;

12.1.2 Where needed, keep the System's hardware and the software operating on the System maintained under support service contracts with the suppliers, manufacturers or publishers of such hardware and software or such other third party supplier of such services as may be agreed by **b2b**

12.1.3 provide **b2b**, its employees, agents, officers and representatives assigned to perform the Services with all necessary information and assistance that may reasonably be required to enable B2B to carry out its obligations to the Customer under this Agreement;

12.1.4 notify **b2b** immediately of any System malfunction and provide **b2b** with complete information concerning the malfunction;

12.1.5 ensure that, whilst attending Customer Locations or locations attended by **b2b** on the Customer's behalf, the Health and Safety of B2B employees, agents, officers and representatives is maintained, and the Customer hereby accepts that the Health and Safety of such persons is the Customer's responsibility;

12.1.6 allow **b2b**, where required, to have sole access to the System during **b2b** Office Hours in order that the Services can be provided and problems resolved;

12.1.7 allow **b2b** to study its information and data for the purposes of rectifying problems and giving advice; and

12.1.8 provide suitable facilities to **b2b** as required for remote investigation of System malfunctions.

# b2b Warranties

## 13. Limitation of Liability

13.1 The Customer acknowledges that it is the best judge of the value and importance of its data held on any computer system and will be solely responsible for:

13.1.1 instituting and operating all necessary backup procedures upon Customer Equipment which is at the Customer Locations to ensure that data integrity can be maintained in the event of loss of data for any reason; and

13.1.2 taking out any insurance or other financial protection against loss or damage which may arise from loss of data for any reason.

13.2 B2B does not provide any warranty or guarantee nor is any warranty or guarantee to be implied that it will be successful in undertaking any data reconstruction and B2B does not accept any liability in this respect. **b2b** shall use its reasonable endeavours to perform the Services within any agreed time but any such times are estimates only. The Customer is responsible for keeping the System insured against all risks including when the System or any Customer Equipment is located at **b2b** premises.

13.3 All warranties (save for those given by **b2b** under this Agreement), conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

13.4 Nothing in this Agreement limits or excludes the liability of **b2b**:

13.4.1 for death or personal injury resulting from negligence; or

13.4.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by **b2b**.

13.5 Subject to clause 13.3 and clause 13.4;

13.5.1 **b2b** shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for any special, indirect, consequential or pure economic loss, costs, damages, punitive damages, charges or expenses, resulting from the supply, purported supply, failure to supply or use of any of the Services, provided by **b2b** pursuant to this Agreement; and

13.5.2 subject to clause 13.5.1, **b2b**'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Contract Amount.

## 14. Notices

14.1 Any notice given under this Agreement by either party to the other must be in writing and delivered to the address shown on the front page of this Agreement, or to any other address (including email address) notified in writing by one party to the other for the purpose of receiving notices. Notices may be given, and are deemed received:

- 14.1.1 by hand: at the time of delivery;
- 14.1.2 by first class post: at 9.00 am on the third Working Day after posting;
- 14.1.3 by airmail or international post: at 9.00 am on the fourth Working Day after posting; and
- 14.1.4 by email: on receipt of a read receipt email or written acknowledgment of receipt from the correct email address.

## 15. Complaints procedure

Customer Complaints regarding any Services provided by **b2b** should be reported in writing to B2B Management at the address shown on the front page of this Agreement with “complaint” as the subject or heading. **b2b** will respond to all complaints. **b2b** will send an initial acknowledgement of receipt of a complaint within 3 Working Days and a further full response within 10 Working Days. If **b2b** are unable to respond fully within 10 Working Days, the Customer will be informed of the progress of the investigation.

## 16. Law and Disputes

The parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the dispute. If the matter is not resolved through such negotiations within a reasonable time (being not more than thirty (30) days), the parties may, at their election, attempt in good faith to resolve the dispute through an Alternative Dispute Resolution (“**ADR**”) procedure as recommended to the parties by the Centre for Effective Dispute Resolution in London. If the matter has not been resolved by an ADR procedure within thirty (30) days of the initiation of that procedure, or if either party does not wish to participate in an ADR procedure, the dispute may be referred by either party to the courts of England and Wales and the parties submit to their exclusive jurisdiction for that purpose. This Agreement is governed by the law of England and Wales.

## 17. General Terms of Sale

17.1 **b2b** has prepared this document in response to the Customer’s requirement for Support Service. No contractual relationship shall arise between the parties, and **b2b** will not perform any services or deliver any products or services, until both parties have signed this Agreement or signed the associated Support Agreement.

17.2 Except with respect to the obligation of the Customer to pay any sums due, neither party will be liable for total or partial failure to perform its obligations in this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control, provided that it:

- 17.2.1 promptly notifies the other party of such circumstances and their expected duration; and
- 17.2.2 uses best endeavours to minimise the effects of such circumstances.

17.3 Whilst every effort has been made to ensure the accuracy of the information and statements contained in this document, such statements are based on **b2b** understanding of the information and data supplied by Customer as set out in this Contract. As such, **b2b** makes no warranty, representation or undertaking as to the completeness or accuracy of the information contained

herein and shall not be responsible for any reliance placed thereon nor for any loss or damage suffered as a result of such reliance, save to the extent that such information forms part of or is otherwise incorporated into any subsequent legally binding agreement entered into by **b2b** and Customer.

17.4 The information and data supplied by **b2b** in this Agreement and any attachments or enclosures hereto (hereinafter referred to as “**Confidential Information**”) are confidential or proprietary to **b2b**. Customer shall only be entitled to use Confidential Information disclosed by **b2b** for the sole purpose of evaluating this proposal and for no other purpose whatsoever. Customer shall not disclose Confidential Information other than to its employees, representatives, advisers and any third parties who need to know the same for the purpose of evaluating the proposal and Customer shall procure that any of its employees, representatives, advisers, and any third parties to whom it may properly disclose the Confidential Information are aware of the obligation of confidentiality and undertake to comply with it. Any copying, distribution, reproduction or disclosure of the Confidential Information contained in this document is not permitted without the prior written permission of **b2b**. Where required **b2b** is happy to sign a suitable NDA.

17.5 After commencement of a Contract with **b2b**, the Customer may not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, employ or engage any of **b2b**'s employees during the Term or within 12 months of the end of the Term.

17.6 This Agreement and any document referred to in this Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

17.7 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

17.8 The Customer shall not without the prior written consent of **b2b** assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement. **b2b** shall be entitled to assign, transfer, charge, deal or sub-contract any of its obligations under this Agreement in its discretion.

17.9 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under, this Agreement.

17.10 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that or any other right, nor operate to bar the exercise or enforcement of any right at any time or times thereafter.

17.11 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall:

17.11.1 if capable of modification while maintaining the original spirit and intention of the Contract, apply with the minimum modification necessary to make it legal, valid and enforceable; or  
17.11.2 if not capable of such modification then, to the extent required, be deemed not to form part

of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17.12 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

17.15 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

17.16 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

Call the b2b IT  
superheroes on  
**029 2076 2337**



**IT Support**



**IT Consultancy**



**Complementary  
IT Services**



**Cloud Services**



**b2b IT Services Limited**

Columbus House, Greenmeadow Springs,  
Tongwynlais, Cardiff, CF15 7NE

**Call:** 029 2076 2337

**Email:** [info@b2bitservices.co.uk](mailto:info@b2bitservices.co.uk)

**[www.b2bitservices.co.uk](http://www.b2bitservices.co.uk)**