

# SESSETO LIMITED: TERMS AND CONDITIONS

## Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Sesseto Limited a company registered in England and Wales under number 8202873 whose registered office is at International House, 24 Holborn Viaduct, London EC1A 2BN (**we** or **us**) to the person buying the services (**you**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## Interpretation

4. "Agreement" shall mean these Terms (entitled "Sesseto Limited : Terms and Conditions"), the Scope of Work, any document (including, but not limited to, email, FAX, text message, Instant Message) recording the client's unequivocal acceptance of the Scope of Work and any other documents or parts of other documents expressly referred to in any of the foregoing;
5. "Client" shall mean the party for whom the Services are being provided to or subcontracted to by Sesseto;
6. "Documents" shall mean all documents of any kind and includes network designs, sizing calculations, reports, bespoke configurations, specifications, Bills of Materials, Scope of Works, letters, e-mails, faxes, memoranda, films and photographs, or any other form of record prepared or provided or received by, or on behalf of Sesseto Limited, and whether in paper form or stored electronically or on disk, or otherwise;
7. "Intellectual Property" includes all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, programme or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived,

used, developed or produced by any person. Also referred to as IP.

8. "Business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
9. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
10. Words imparting the singular number shall include the plural and vice-versa.

## **Services**

11. We warrant that we will use the reasonable standard of skill and care normally exercised by similar professional IT Security Consultancy in performing similar services under similar conditions. We will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
12. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
13. We shall use all reasonable endeavours to perform the Services in accordance with all relevant legislation.
14. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

## **Your obligations**

15. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
16. If you do not comply with clause 15, we can terminate the Services.
17. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).
18. Throughout the period of this Agreement the client shall afford to us or procure the affording to us of access to any site where access is required for the performance of the Services.
19. You accept responsibility for ensuring that we are notified in writing of all special site conditions, including without prejudice to the generality of the foregoing, the existence and precise location of all physical security services, cables, and restricted access areas. The client shall also inform us in writing of any relevant operating procedures including any site safe operating procedures and any other

regulations relevant to the carrying out of the Services. The client shall indemnify us against all costs, claims, demands and expenses arising as a result of any non-disclosure in this respect, including but not limited to indemnification against any action brought by the owner of the third-party equipment, property or otherwise.

20. If you discover any conflict, defect or other fault in the information or designs provided by us pursuant to the Agreement, you will advise us in writing of such defect, conflict or other fault and we shall have the right to rectify the same or where necessary, to design the solution for rectification of any works carried out by others pursuant the conflicting, defective or in any other way faulty information or designs.

21. Whilst our personnel are onsite at the client location, the client shall observe all relevant Health and Safety legislation as it pertains to our personnel.

22. Whilst our personnel are onsite at the client location, the client shall allow our personnel reasonable breaks throughout the work time elapsed.

## **Intellectual Property**

23. The copyright in all Intellectual Property (IP) prepared by or on behalf of Sesseto in connection with the Project for delivery to the client shall remain vested in us for the duration of the works, upon completion of the works and payment IP is passed to the end user with the following exceptions:-

a. Vendor Software and hardware

b. Works and configurations not specifically developed for the client

24. The client shall have a non-exclusive licence to copy and use such Intellectual Property for purposes directly related to the Scope of Work. Such licence shall enable the client to copy and use the Intellectual Property but solely for its own purposes in connection with the Project and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein nor shall it include any license to amend any drawing, design or other Intellectual Property produced by us.

25. Should the client wish to use such Intellectual Property in connection with any other works or for any other purpose not directly related to the Project or wish to pass any Intellectual Property to any third party, it must obtain our prior written consent. The giving of such consent shall be at our discretion and shall be upon such terms as may be required by us. We shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared.

26. Ownership of any proposals submitted to the client that are not subsequently confirmed as part of the Services to be provided for the client remain with us and such proposals must not be used as the basis for any future work undertaken by

the client or a third party and no liability can be accepted howsoever arising from such proposals.

27. In the event of the client being in default of payment of any fees or other amounts due, we may suspend further use of the licence on giving 2 days' notice of the intention to do so. Use of the licence may be resumed on receipt of the outstanding amounts.

## **Title**

28. We shall transfer only such title or rights in respect of the Documents as it has, and if any part is purchased from a third party we shall transfer only such title or rights as that party had and has transferred to us

29. Title in the Documents shall remain with and shall not pass to the client until the amount due under the invoice(s) (including interest and costs) has been paid in full.

30. Until title passes, the client shall hold the Documents as bailee for us and shall store or mark them so that they can at all times be identified as the property of Sesseto.

31. At any time before title passes (save and except where payment is not due), but only after prior consultation with the client, we may without any liability to the client repossess and use or sell all or any of part of the Documents and by doing so terminate the right of the client to use, sell or otherwise deal in the Documents.

32. We may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the client.

## **Day Rates**

33. We may undertake Consultancy services on a per day basis.

34. Our standard working day is seven hours. Standard operating hours are 9am to 5pm, Monday to Friday, with an hour break for lunch. Working outside these hours will attract additional charges as laid out in our pricing table.

35. Travel time to customer site may be included as part of the standard working day.

36. Work contracted on a per day basis is undertaken against a Scope of Works which will be agreed and signed by the customer at the time of the order. This Scope of Works will detail the tasks to be performed and the sign off criteria by which completion can be determined.

37. Where we are contracted on a per day basis, rates are per day or part thereof.

38. Work is deemed to be finished either at the end of the seven hour working day,

or when the list of tasks to be performed is completed, whichever is the earlier, as directed by the Scope of Works document.

39. The above conditions are applicable whether working is carried out on customer site or from a remote location.

40. We can deliver the Services by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

## **Fees and Deposit**

41. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.

42. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

43. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 41 also apply to these additional services.

44. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

45. You must pay a deposit ("Deposit") as detailed in the quotation within 1 day of acceptance.

46. If you do not pay the Deposit to us according to the clause above, we can either withhold provision of the Services until the Deposit is received or can terminate under the clause below (**Termination**).

47. The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

## **Third parties**

48. The Agreement or any part thereof or any benefit or interest thereunder may not be assigned by the client without our prior written consent. The giving of such consent shall be at our discretion and we will only agree to an assignment on its terms and in return for payment of a fee by the client to Sesseto to cover Sesseto's legal and other costs associated with any assignment.

49. The Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

50. Sesseto will consider and may consent to any request from the client for Sesseto to enter a collateral warranty with a third party with regard to the Services provided under the Agreement. The giving of such consent shall be at the discretion of Sesseto and Sesseto will only enter a collateral warranty on its terms and in return for payment of a fee by the client to Sesseto to cover Sesseto's legal and other costs associated with any collateral warranty.

## **Cancellation and amendment**

51. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 1 day from the date of the quotation, (unless the quotation has been withdrawn).

52. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

53. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

54. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

## **Delay**

55. Sesseto will comply with any timescale agreed for completion of the Services unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising Sesseto undertakes to complete the Services within a reasonable period, but will not be liable to the client for any delay as a result.

56. Sesseto reserve the right to charge the Client for full or part payments in the case where services are postponed, cancelled or otherwise not able to be performed on the agreed dates. This includes, but is not limited to, On-Site consultancy work, Remote consultancy, Training services, pre-sales meetings, remote web presentation. The cancellations fees are detailed below.

- a. Work cancelled 1 working week (5 working days) or greater before start date – Zero fee

- b. Work cancelled 4 working days before the start date – 25% of total engagement fee
  - c. Work cancelled 3 working days before the start date – 50% of total engagement fee
  - d. Work cancelled 2 working days before the start date – 75% of total engagement fee
  - e. Work cancelled 1 working day before the start date – 100% of the total engagement fee
  - f. Work cancelled on the start date – 100% of the total engagement fee including travel costs.
57. Any non-refundable expenses (Hotels, train and flight costs or otherwise) will be charged at cost with receipts supplied where applicable.

## **Payment**

58. Invoices for services rendered will be submitted for payment in accordance with the Standard Terms of Payment.
59. If the client disputes the amount included for payment in an invoice a written notice must be served on Sesseto by the client not later than 14 days before the final date for payment. If no notice is given the amount due shall be the amount stated in the invoice.
60. We will invoice you for payment of the Fees either:
- a. when we have completed the Services; or
  - b. on the invoice dates set out in the quotation.
61. You must pay the Fees due within 1 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
62. Time for payment shall be of the essence of the Contract.
63. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
64. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

65. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

66. Receipts for payment will be issued by us only at your request.

67. All payments must be made in British Pounds Sterling unless otherwise agreed in writing between us.

### **Sub-Contracting and assignment**

68. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

69. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

### **Termination**

70. We can terminate the provision of the Services immediately if you:

- a. commit a material breach of your obligations under these Terms and Conditions; or
- b. fail to pay any amount due under the Contract on the due date for payment; or
- c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

71. If for any reason the performance of the Services by Sesseto is suspended for a



period in excess of three calendar months then Sesseto shall be entitled to determine its appointment in respect of the Services by seven days written notice to the client.

72. If the client shall fail to pay in full any sum due under the terms of the Agreement by the final date for payment for that sum and no effective notice of intention to withhold payment has been issued, Sesseto may serve written notice on the client demanding payment within 14 days of such notice. If the client shall fail to comply with such notice, Sesseto shall be entitled to terminate its employment under the Agreement forthwith.

73. Any determination of the appointment of Sesseto howsoever caused shall be without prejudice to the right of Sesseto to require payment for all services performed up to the date of such determination including but not limited to payment of a fair and reasonable proportion of any figure identified in the Proposal or otherwise for fees in respect of a particular service which Sesseto has started, but not completed.

### **Intellectual property**

74. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

### **Liability and indemnity**

75. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

76. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

77. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. any indirect, special or consequential loss, damage, costs, or expenses or;
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

78. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

79. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

80. No action or proceedings under or in respect of the Agreement whether in contract, tort, negligence, under statute or otherwise shall be commenced against us after the expiry of a period of six months from the date of the completion (or termination) of the Services under the Agreement.

81. We shall not be liable for the cost of rectifying any defect, conflict or other fault in the information or designs provided by Sesseto or for the cost of designing a solution for and rectifying any subsequent works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs, unless Sesseto has been advised in writing of the same by the client and has been given the opportunity to rectify the same or where necessary, to design the solution for rectification of any subsequent works carried out by others pursuant to the same.

## **Data Protection**

82. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.

83. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.

84. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

85. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

86. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-

know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

87. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.

88. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: [accounts@lithify.it](mailto:accounts@lithify.it).

### **Circumstances beyond a party's control**

89. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

### **Insurance**

90. Sesseto warrants to the client that there is in force a policy of Professional Indemnity insurance covering its liabilities for negligence under this Agreement, with a limit of indemnity of £2,000,000 (TWO MILLION POUNDS) in the aggregate. This policy is annually renewable and whilst renewal is not automatic, we agree to use reasonable endeavours to maintain such insurance at all times.

91. If for any period such insurance is not available at commercially reasonable rates, Sesseto shall forthwith inform the client and shall obtain in respect of such period such reduced level of Professional Indemnity insurance as is available and as would be fair and reasonable in the circumstances for Sesseto to obtain

### **Communications**

92. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

93. Notices shall be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or

return receipt is generated;

c. on the fifth business day following mailing, if mailed by national ordinary mail;  
or

d. on the tenth business day following mailing, if mailed by airmail.

94. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### **No waiver**

95. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

### **Severance**

96. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

### **Law and jurisdiction**

97. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.