

TERMS AND CONDITIONS OF SUPPLY

Agreed Terms:

These terms and conditions (“Conditions”) shall be incorporated in and shall govern any Contract between the supplier, namely Gladstone MRM Limited, trading name Gladstone Health and Leisure, (“Gladstone MRM”) and you (the “Customer”) These Conditions shall constitute the entire agreement between Gladstone MRM and the Customer regarding the Contract and shall prevail over any terms and conditions contained in or purported to be contained in any Order or other document or communication from the Customer.

1. Definitions

- 1.1. **CI or Custom Integration:** any Services, including but not limited to any image and/or application loading and maintenance, software integration, hardware integration and/or asset management services, which provide for the combination of any Integration Material or IM with any Products;
- 1.2. **Contract:** any contract between Gladstone MRM and the Customer for the supply of any Products and/or Services, incorporating these Conditions.
- 1.3. **Conditions:** means these conditions together with any special conditions agreed in writing by Gladstone MRM;
- 1.4. **Customer:** the person or firm who purchases any Products and/or Services from Gladstone MRM;
- 1.5. **Description:** a document forming part of the Contract which describes any Products or Services;
- 1.6. **IM or Integration Material:** any hardware and/or software specified or provided by the Customer for the purposes of CI;
- 1.7. **IPR or Intellectual Property Rights:** any patents, trademarks, registered designs, copyright, design rights, know-how and/or trade and business names together with any application for the same and any other similar protected rights in any country;
- 1.8. **Order:** a request by the Customer to purchase any Products and/or Services from Gladstone MRM;
- 1.9. **Order Confirmation:** an acceptance in writing by Gladstone MRM of any Order;
- 1.10. **Price:** the charge for any Products and/or Services payable by the Customer to Gladstone MRM;
- 1.11. **Products:** any products (including but not limited to any Third Party Software and/or hardware) which the Customer purchases from Gladstone MRM but excluding any IM ;
- 1.12. **Services:** any services (including but not limited to CI) which the Customer purchases from Gladstone MRM in accordance with any Services Offering;
- 1.13. **Services Offering:** any Services option offered by Gladstone MRM from time to time;
- 1.14. **Software:** any computer operating system, middleware, application or other software that is created or owned by Gladstone MRM;
- 1.15. **Third Party Products:** any products which do not bear the Gladstone MRM brand, including but not limited to: screens, access control devices, computers and servers;
- 1.16. **Third Party Software:** any computer operating system, middleware, application or other software that is not created or owned by Gladstone MRM;
- 1.17. References to legislation shall be construed to include references to future re-enactments and modifications from time to time.
- 1.18. Headings to clauses shall not affect their meaning.
- 1.19. Words in the singular include the plural and in the plural include the singular.

2. Quotations/Orders and Changes

- 2.1. Any quotation is given on the basis that no Contract shall come into existence until Gladstone MRM issues an Order Confirmation to the Customer. Any quotation shall be valid only if it is in writing and any such quotation shall only be valid for 28 days after the quotation date, unless otherwise stated in the quotation.
- 2.2. Each Order or acceptance of a quotation for Products and/or Services shall be regarded as an offer by the Customer to purchase Products and/or Services subject to these Conditions and shall not be subject to any other terms and/or conditions specified by the Customer in any Order or in any other document.
- 2.3. No Order shall be deemed to be accepted by Gladstone MRM until Gladstone MRM issues an Order Confirmation to the Customer.
- 2.4. Any variation to these Conditions shall be at Gladstone MRM’s absolute discretion and any variation must be confirmed in writing by Gladstone MRM.
- 2.5. Gladstone MRM reserves the right to make any change to a specification in an Order but will identify any such change in the Order Confirmation. Gladstone MRM confirms that any such change will not materially impair functionality or performance. Gladstone MRM will not make any significant variation to any Products or Services without the Customer’s prior agreement and, except as provided for in this Condition 1, will deliver any Products and/or perform any Services in accordance with the Order Confirmation.

3. Price, Invoicing and Payment

- 3.1. Any Price quoted in Gladstone MRM’s sales or marketing materials (including Gladstone MRM’s website) or in any conversation with Gladstone MRM’s staff is subject to confirmation in writing by Gladstone MRM and is exclusive of VAT which will be chargeable at the rate fixed by legislation at the date of supply.
- 3.2. Products and Services will be invoiced as set out below;
 - Gladstone MRM Software:** 100% of Gladstone MRM software will be invoiced on order;
 - Gladstone MRM Services:** All Gladstone MRM services will be invoiced for monthly as they are delivered;
 - Hardware:** 100% of hardware will be invoiced on dispatch;
 - Third Party Software Licences:** 100% of Third Party Software will be invoiced on dispatch;
 - Third Party Services:** All Third Party Services will be invoiced for monthly as they are delivered;
 - Cards/Key Tags/Fobs:** 100% of cards/key tags/fobs will be invoiced on dispatch;

3.2.1. Maintenance and Support Services

- New Orders**
 - Gladstone MRM Software Product Upgrades:** Annual maintenance will be invoiced upon installation of training system
 - Hardware:** Annual maintenance will be invoiced on dispatch of hardware
- Renewal**
 - Gladstone MRM Software:** Annual maintenance will be invoiced approximately 28 days prior to end of existing contract.
 - Hardware:** Annual maintenance will be invoiced approximately 28 days prior to end of existing contract.
- 3.3. The Price payable by the Customer will be shown on Gladstone MRM’s Order Confirmation and invoice. The cost of freight, insurance, import or export charges, duties or other associated costs such as travel, mileage, accommodation, delivery, sales, value added tax and excise taxes shall be added by Gladstone MRM to the Price unless the Customer has been notified that any or all such additional costs are included in the Price.
- 3.4. Gladstone MRM may, without excluding or limiting any other remedy available to it under the Contract or otherwise, suspend delivery of any Products and/or performance of any Services until Gladstone MRM has received payment of the Price in full and may charge interest on any amount outstanding at the rate of 8% per annum above the Bank of England base rate calculated on a daily basis. If Gladstone MRM takes steps to recover any amount outstanding (and/or any Products) any and all recovery costs are to be borne by the Customer.
- 3.5. With respect to any Products which are to be delivered in instalments, Gladstone MRM reserves the right to increase the Price due to any change in, without limitation, exchange rates, duties, insurance, freight, handling and purchase costs.
- 3.6. Credit terms are subject to Gladstone MRM’s acceptance of an application form to open an account and the validation of trade references and payment terms are strictly 28 days from date of invoice.
- 3.7. The grant of any credit by Gladstone MRM to the Customer shall be at Gladstone MRM’s absolute discretion.
- 3.8. Gladstone MRM will charge extra for any release certification necessary.
4. **Payment Options**
 - 4.1. **By BACS:** Payments via BACS should be made Sterling Sort Code: 60-22-19 Account No: 64126528 or Euro Sort Code: 98-60-95 Account No: 09616042
 - 4.2. **By Post:** Please send your payment and remittance advice to either: Gladstone MRM Limited, Hithercroft Road, Wallingford, Oxon, OX10 9BT OR Gladstone MRM Limited, 2nd Floor, 13 Upper Baggot Street, Dublin 4, Ireland Cheques should be crossed and made payable to Gladstone MRM Limited.
 - 4.3. **Credit Card or Debit Card:** Debit Mastercard, Mastercard, Switch, Maestro, Visa, and Delta are all accepted. Please call 01491 201010 to make payment. (Not applicable in Republic of Ireland)
 - 4.4. **Leasing:** Gladstone MRM works in partnership with a leading leasing company. Please contact 01491 201010 for further information. (Not applicable in Republic of Ireland)
 - 4.5. **Direct Debit:** Direct Debit is available at the discretion of Gladstone MRM. Please contact 01491 201010 to discuss your requirements further. (Not applicable in Republic of Ireland)
5. **Delivery of Products**
 - 5.1. Any delivery date specified in any Order Confirmation is an estimate and time shall not be made of the essence by notice. If no date is so specified, delivery shall be within a reasonable time.
 - 5.2. Gladstone MRM shall not be liable for any consequences of late delivery, however caused.
 - 5.3. The place of delivery shall be as stated in the Order Confirmation.
 - 5.4. The Customer shall make all arrangements necessary to take delivery of the Products when they are tendered for delivery.
 - 5.5. A charge may be made to cover any extra costs involved for delivery to an address which is different to that stated in the Order Confirmation.
 - 5.6. Should expedited delivery be agreed, an extra charge may be made to cover any overtime or any other additional costs.
 - 5.7. If for any reason the Customer fails to accept delivery of any of the Products, or Gladstone MRM is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 5.7.1. risk in the Products shall pass to the Customer (including for loss or damage caused by Gladstone MRM’s negligence); the Products shall be deemed to have been delivered; and
 - 5.7.2. Gladstone MRM may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or sell the Products at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Products), charge the Customer for any shortfall below the Price for the Products.
 - 5.8. The Customer shall provide at the place of delivery and at its expense adequate and appropriate equipment and manual labour for unloading the Products.
 - 5.9. If delivery involves difficult access to or at the place of delivery and/or the place of delivery is located at an unreasonable distance from any feasible vehicular access point, Gladstone MRM reserves the right to levy an extra delivery charge.
 - 5.10. If Gladstone MRM delivers to the Customer a quantity of Products of up to 10% more or less than the quantity accepted by Gladstone MRM, the Customer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Contract rate.
 - 5.11. Gladstone MRM may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.12. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

6. Passing of Ownership and Risk in Products

6.1. Ownership of any Products shall not pass to the Customer until Gladstone MRM has received full payment of the Price for the Products. Gladstone MRM may recover any Products supplied at any time prior to ownership passing if the Customer is in breach of these Conditions.

6.2. If the Customer is overdue in making any payment to Gladstone MRM or becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up (other than for the purpose of a bona fide scheme of solvent reconstruction) or any step is taken, whether by the Customer or any other person, towards any of the foregoing events, or Gladstone MRM reasonably expects any such event to occur, Gladstone MRM may cancel the Contract and suspend or cancel any deliveries. Without limitation, Gladstone MRM shall be entitled upon demand to the immediate return of any Products which remain in the ownership of Gladstone MRM and the Customer grants Gladstone MRM an irrevocable licence at any time to enter any premises where the Products are or may be stored or otherwise located in order to recover them.

6.3. Recovery of any Products shall not discharge the Customer's liability to pay the whole of the Price due for them.

6.4. Risk in any Products passes to the Customer on delivery of the Products to the Customer or to their representative, or upon the Products being appropriated to the Customer but kept at the Gladstone MRM or any third party premises at the Customer's request.

7. Acceptance of Products on Delivery, and Returns

7.1. Notwithstanding anything herein to the contrary, the Customer may only reject any Products for material non-conformity with the corresponding Description and by providing written notice thereof to Gladstone MRM within 7 days after delivery; otherwise the Customer shall be deemed to have accepted the Products.

7.2. Cancellation of orders for and/or returns will not be accepted by Gladstone MRM on any product ordered by the Customer that can not be resold, including, but not limited to Third Party Licences.

7.3. The Customer shall notify Gladstone MRM:

7.3.1. promptly following delivery, in the event that the Product or any part of the Product is missing, or the Product has been incorrectly delivered or does not correspond to its specification, or is otherwise not as ordered or the Product/Product packaging is visibly damaged; and

7.3.2. in any event within 48 hours of the discovery of any non-visible damage or defect in any Product.

7.3.3. In any instance in which any Products may be returned to Gladstone MRM by the Customer under the Contract, they must either be returned to Gladstone MRM's premises or be made available for collection at a time which is mutually convenient.

7.4. Customers must act reasonably in complying with any request by Gladstone MRM to collect any Products at a particular time.

7.5. Returns shall, in any event, only be accepted by Gladstone MRM if the Products are returned in their original packaging, unless otherwise agreed in writing.

7.6. The Customer shall be liable for the cost of remedying any damage to any Products returned or, at Gladstone MRM's option, the cost of replacing any such damaged Products, where such damage has, in the opinion of Gladstone MRM, been caused by the Products being inadequately packaged by the Customer or otherwise through the fault of the Customer.

7.7. Gladstone MRM reserves the right to levy a handling and restocking charge on any Products which are returned if they were ordered in error or are no longer required. If the Products are faulty or are being returned pursuant to Condition 7.1 the restocking charge will not apply.

7.8. Return delivery and insurance costs shall be payable by the Customer, unless otherwise agreed in writing by Gladstone MRM.

7.9. Gladstone MRM shall not be liable for any loss or damage sustained to any Products in transit from the Customer's place of business.

8. Statutory Rights, Warranties, Repairs, Replacements and Provision of Services

Products:

8.1. Gladstone MRM will, within a reasonable time of having been notified of any material defect in any Products during the 12 month period immediately following delivery, repair and/or replace, at Gladstone MRM's option, any such materially defective Products. With respect to any defect in any Third Party Products, Gladstone MRM shall pass the benefit of any applicable third party warranty on to the Customer, insofar as is possible.

8.2. The obligation set forth in Condition 8.1 is contingent upon the Products not being used improperly and shall not extend to any part or parts of any Products which are modified or repaired without Gladstone MRM's prior written consent. The Customer accepts that with respect to any Third Party Software, the obligation set forth in Condition 8.1 may be fulfilled by the licensor of that Third Party Software rather than Gladstone MRM.

8.3. The obligation set forth in Condition 8.1 shall not apply to consumable items (including but not limited to till rolls), or if a defect is caused by an external factor, including but not limited to fair wear and tear, or by any software or hardware which is loaded onto or connected to any Products by the Customer where this software or hardware has not been supplied by Gladstone MRM, or by any accident, hazard, humidity, electrical stress or any other environmental conditions which do not routinely occur in a typical home or office environment.

8.4. Product parts not critical to Product function, including but not limited to hinges, doors, cosmetic features, and frames, shall not be serviced and/or repaired or replaced.

8.5. If Gladstone MRM makes any repairs to any Products under any Service Offering it will do so by using components which are new (or equivalent to new) in accordance with relevant industry standards and practice. Certain repairs or replacements may be carried out by the Customer under instruction by Gladstone MRM, subject to Gladstone MRM's prior written consent. Replaced or repaired parts will carry the relevant Service Offering warranty until the end of the original warranty period as described in the Service Offering.

8.6. If the Customer does not return any Product part or parts which have been removed by the Customer or which should otherwise have been returned with the

Product, Gladstone MRM may charge a fee which will be notified to the Customer in advance. The fee will reflect the cost incurred by Gladstone MRM in retrieving the part(s), and/or the cost of procuring another component to recondition the Product and/or arising from any failure of the Product to comply with environmental obligations as a result of the Customer's failure to return the part or parts.

Services:

8.7. Gladstone MRM shall perform the Services using reasonable skill and care. Gladstone MRM response times are estimates and may vary according to, among other factors, the remoteness or accessibility of Customer's location, weather conditions and availability of components. Time shall not be of the essence in the performance of any Services. A Service day is a maximum of six hours including breaks.

8.8. Minimum Service charge is half a day at the prevailing rate at the time of Order; with a maximum of six hours per full Service day including breaks.

8.9. The following matters shall be excluded from the Services unless otherwise agreed in writing by Gladstone MRM: local working hours, relocation, removal of non-Gladstone MRM supplied hardware or software, preventative maintenance, repairs to Products that are functioning within industry standards including without limitation defective pixels on monitors, transfer of data or Software and viruses. Without limitation, the Customer shall be responsible for the removal of non-Gladstone MRM supplied Products.

8.10. Gladstone MRM shall pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by any creator or supplier of Third Party Software or Third Party Products.

8.11. Any Services may be provided via telephone (at the normal national rate) or via the Internet where appropriate. Telephone calls may be recorded for training purposes.

8.12. The Customer must provide Gladstone MRM with all reasonable courtesy, access, information and cooperation to enable Gladstone MRM to perform the Services and shall be responsible for meeting any telephone and postal charges incurred in contacting Gladstone MRM.

8.13. Gladstone MRM owns any Products or parts that may be removed during repair. Gladstone MRM may require the Customer to return any removed parts to Gladstone MRM for reconditioning, analysis or for environmental reasons.

8.14. The Customer must satisfy themselves as to the suitability of any Products for their needs. Gladstone MRM does not warrant fitness for any particular purpose.

8.15. Other than in accordance with the provisions of Condition 8.1, the Customer shall not be entitled to the repair or replacement of any Products unless otherwise stipulated in any relevant Service Offering or otherwise agreed by Gladstone MRM in writing and Gladstone MRM shall have no liability for any defect in any Products or for any failure to remedy any such defect.

8.16. Except as expressly provided herein or in any applicable Services Offering, Gladstone MRM hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Customer.

8.17. Full details of our Hardware and Software Support Services are available upon request.

Cards:

8.18. Preliminary work

All work carried out at the Customer's request, whether experimentally or otherwise shall be charged for.

8.19. Proofs

Proofs of any work undertaken pursuant to Condition 8.16 may be submitted to the Customer for the Customer's approval and Gladstone MRM shall incur no liability for any errors not corrected by the Customer in any proofs so submitted. Any alterations and additional proofs necessitated thereby shall incur an additional charge. Any change in style, type or layout, where this has been left to the Customer's discretion, shall incur an additional charge.

8.20. Minimum Order

Minimum order value of £20.00; all orders below this amount will incur minimum £20.00 charge, pursuant to Section 3.

8.21. Variations in Quantity

Every effort will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% (for PVC cards) and 10% (for smartcards or fobs) being allowed for overages or underages, the same to be charged or deducted as appropriate.

8.22. Price Variation

Estimates are based on Gladstone MRM's current costs of production and unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in any such costs.

8.23. Customer's Property

8.23.1. Gladstone MRM shall be entitled to make a reasonable charge for the storage of any Customer's property left with Gladstone MRM before receipt of the Order or after notification to the Customer of completion of the work.

8.23.2. The Customer's property and any property supplied to Gladstone MRM by or on behalf of the Customer shall, whilst it is in the possession of Gladstone MRM or in transit to or from the Customer, be deemed to be at the Customer's risk unless otherwise agreed and the Customer should insure any such property accordingly. The Customer shall be responsible for delivering any such property to Gladstone MRM's premises and shall be responsible for any and all carriage costs involved.

8.23.3.

8.24. Materials supplied by the Customer

8.24.1. Gladstone MRM may reject any materials or artwork files supplied or specified by the Customer which appear to Gladstone MRM to be unsuitable. Any additional costs incurred, if any materials are found to be unsuitable either before or during production, may be charged to the Customer, except that if the whole or any part of any such additional costs could have been avoided but for any unreasonable delay by Gladstone MRM in ascertaining the unsuitability of the materials in issue, then that amount shall not be charged to the Customer.

8.24.2. For the avoidance of doubt, where unsuitable materials or artwork files are supplied or specified by the Customer, Gladstone MRM reserves the right to refuse to commence production or discontinue production, as applicable. In any event, no responsibility will be accepted for any imperfect work caused

- directly or indirectly by any defect in or unsuitability of any materials so supplied or specified.
- 8.24.3. Quantities of materials supplied shall be adequate to cover normal spoilage.
- 8.25. Illegal Matter**
- 8.25.1. Gladstone MRM shall not be required to print or produce any matter which in its opinion is or may be of an illegal or libellous nature, or which may infringe the proprietary or other rights of any third party.
- 8.25.2. The Customer shall promptly and fully indemnify and shall hold Gladstone MRM harmless with respect to any claim, cost, loss, damage or expense arising out of any material printed or produced at the Customer's request. This indemnity shall extend, without limitation, to any sum paid for relevant legal advice or in the settlement of any claim.
- 9. Custom Integration (CI)**
- 9.1. CI may be provided, at the sole discretion of Gladstone MRM, in accordance with the Customer's instructions and technical specifications and subject to any current Gladstone MRM requirements.
- 9.2. The Customer shall specify and provide IM, or Gladstone MRM may obtain IM, in accordance with the Customer's instructions. If Gladstone MRM indicates acceptance and/or validation of IM, Gladstone MRM then will integrate IM into the Products, in order to produce a CI product. Gladstone MRM may install a CI product according to the Customer's instructions or pursuant to Gladstone MRM's technical guidelines, if agreed in writing. Gladstone MRM reserves the right to refuse to undertake CI or to discontinue CI at any time if this is not technically feasible.
- 9.3. Gladstone MRM does not warrant the functionality of, or provide support for, IM and/or any CI product in any case. The Customer shall promptly and fully indemnify and shall hold Gladstone MRM harmless with respect to any claim, cost, loss, damage or expense arising from or out of any CI product produced at the Customer's request in accordance with any instructions and/or specifications supplied or specified by the Customer. This indemnity shall extend, without limitation, to any sum paid for relevant legal advice or in the settlement of any claim.
- 10. Force Majeure**
- 10.1. Neither party shall be responsible for non-performance of its respective obligations in the event of the occurrence of any circumstances beyond its reasonable control ("Force Majeure") including without limitation, strikes by non Gladstone MRM employees, terrorist acts, war, governmental or regulatory actions, natural disasters, severe weather, or unforeseeable transport or production problems affecting companies that supply Gladstone MRM.
- 10.2. If the Force Majeure event lasts longer than 60 days then Gladstone MRM shall have the right to terminate the Agreement by providing notice in writing to Customer. No compensation to the Customer shall be due in these circumstances.
- 11. Liability**
- 11.1. Gladstone MRM does not exclude its liability to the Customer:
- 11.1.1. For breach of Gladstone MRM's obligations under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 11.1.2. For personal injury or death arising as a result of Gladstone MRM's negligence;
- 11.1.3. Under section 2(3) of the Consumer Protection Act 1987;
- 11.1.4. For any matter which it would be illegal for Gladstone MRM to exclude or to attempt to exclude its liability; or
- 11.1.5. For fraud or fraudulent misrepresentation.
- 11.2. Except as provided in Condition 11.1, Gladstone MRM shall be under no liability to the Customer whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, computer downtime, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, or loss of contracts and like loss) howsoever caused.
- 11.3. Save as set out in Condition 11.1, Gladstone MRM's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing or replacing Products or in the case of Services, re-performing the Services or, at Gladstone MRM's option, refunding any monies already paid
- 12. Obligations of the Customer**
- 12.1. The Customer shall be responsible for complying and shall comply with any health and safety regulations applicable to the Customer's premises and shall notify Gladstone MRM of any such regulations which are pertinent to the performance of any Services by Gladstone MRM.
- 12.2. The Customer must provide Gladstone MRM with all reasonable courtesy, information, cooperation, facilities and access to the Customer's premises to enable Gladstone MRM to perform the Services, failing which Gladstone MRM shall not be obliged to perform any Services.
- 12.3. The Customer shall be responsible for backing up any data and ensuring the confidentiality of any data maintained at the Customer's premises whether such data relates to any Products, Services or any other relevant matter.
- 13. Intellectual Property and Software**
- 13.1. Gladstone MRM indemnifies the Customer against all reasonable, direct and demonstrable costs and liabilities arising from any claim that the Customer's use of any Products or Software infringes any third party IPR. Gladstone MRM may recall and exchange or modify any Products or Software or refund the Customer an appropriate amount (minus depreciation in this event), or require the Customer to install replacement or altered Software from a CD, DVD or an internet download.
- 13.2. Gladstone MRM retains all Gladstone MRM-owned IPR in any Products. The Customer must notify Gladstone MRM immediately of any infringing or unauthorised use of any Products or IPR in relation thereto.
- 13.3. Gladstone MRM does not indemnify the Customer with respect to:
- 13.3.1. any Third Party Products or Third Party Software; or
- 13.3.2. any unauthorised modification or use of any Products or Software; or
- 13.3.3. any CI product or IM; or
- 13.3.4. any claim arising from any use of any Products or Software in conjunction with anything not supplied by Gladstone MRM. The Customer must comply with the license conditions for any Software supplied.
- 13.4. The Customer shall promptly and fully indemnify Gladstone MRM for any claim which arises due to the Customer's own actions or omissions, and also for any claim related to IM or IPR specified, provided or owned by the Customer and integrated into any Product.
- 13.5. Gladstone MRM shall have sole control over the conduct of any litigation, negotiations and the settlement of any claims and the Customer must provide reasonable assistance to Gladstone MRM in relation thereto if so requested.
- 14. Licences**
- 14.1. Each of the CentreMaster/Plus2/Orbit brands of software is licensed by Gladstone MRM and where it is purchased outright by the Customer, ownership of the specific licence shall pass to the Customer.
- 14.2. Software not owned by Gladstone MRM is supplied subject to licence and any warranty of the software licensor.
- 14.3. Gladstone MRM provides the Customer with any software licence required, where necessary; the Customer must comply with that licence. If the Customer chooses to accept the operating system licence at start-up, it shall be the responsibility of the Customer to license such software.
- 14.4. From time to time Gladstone MRM may install software for demonstration purposes; under such circumstances, it shall be the Customer's responsibility to license such software.
- 15. TUPE**
- The Customer shall keep Gladstone MRM fully indemnified against any claims, costs, demands, awards, compensation or other liability of any nature arising out of the termination of the employment rights (by way of redundancy or otherwise) or transfer or deemed transfer of any employment rights of any employee of the Customer or otherwise resulting from the entering into or termination of any Order, Services or the Contract (in whole or in part) for whatever reason.
- 16. Export Control**
- The Customer is advised that any Products, which may include technology and software, are subject to EU export control laws and the laws of the country where they are delivered or used. Under these laws, the Products may not be sold, leased or transferred to restricted end-users or countries or for any restricted end-uses. The Customer agrees to abide by these laws.
- 17. Data Protection**
- 17.1. Any personal data, (as that term is defined under the Data Protection Act 1998) obtained by Gladstone MRM from the Customer shall be held and processed in accordance with applicable laws and in conformity with Gladstone MRM's Privacy Policy. For a copy of Gladstone MRM's Privacy Policy, please visit Gladstone Plc's website www.gladstoneplc.com or contact: Gladstone MRM Limited, Hithercroft Road, Wallingford, Oxon, OX10 9BT, UK.
- 17.2. The Customer consents to the processing of the Customer's personal data in accordance with the provisions of Condition 17.1.
- 18. Confidentiality**
- Each party must treat all information received from the other which is marked 'confidential' or which reasonably appears to be confidential as it would treat its own confidential information.
- 19. Termination**
- 19.1. Either party may terminate the Contract with immediate effect if the other:
- 19.1.1. commits a material or persistent breach of these Conditions and fails to remedy such breach (in the event that such breach is remediable) within 28 days of written notice being given to it by the other party requiring a remedy;
- 19.1.2. becomes insolvent or bankrupt or is unable to pay its debts as they fall due.
- 19.2. Gladstone MRM may terminate the Contract with immediate effect by written notice if the Customer fails to pay any due payment on time or if the Customer breaches (or Gladstone MRM reasonably suspects that the Customer has breached) any requirement of confidentiality.
- 19.3. The following clauses of these Conditions shall survive any termination or expiration of these Conditions and shall continue to bind the parties and their permitted successors and assigns: clauses 3, 8-13, 14.3, 15-18, 19.3 and 22-24 inclusive.
- 19.4. Orders may be cancelled at any time prior to delivery of any Products or performance of any Services. If any Order is cancelled by the Customer pursuant to the provisions of this Condition, the following cancellation fees shall be payable, as applicable:
- A Cancellation fee of 50% will be payable for Hardware ordered but not despatched.
- A Cancellation fee of 50% will be payable for Software ordered but not installed.
- A Cancellation fee of 50% will be payable for Services ordered but not delivered.
- A Cancellation fee of 100% will be payable where, within 7 days of the schedule date, a Customer requests a reschedule of services, unless Gladstone MRM is able to re-deploy the scheduled resources elsewhere.
- 20. No Waiver**
- Gladstone MRM's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Conditions.
- 21. Complaints**
- 21.1. In the event that any Customer has a complaint about any Products or Services purchased from Gladstone MRM then the Customer must contact Gladstone MRM immediately. The Customer will be contacted by Gladstone MRM as soon as possible and Gladstone MRM shall aim to provide a resolution within 5 working days.
- 21.2. All complaints will be dealt with in a fair and confidential manner.
- 22. Law and Jurisdiction**
- This Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.
- 23. Assignment and Subcontracting**
- 23.1. Gladstone MRM may assign, subcontract or transfer its obligations or rights under the Contract, whether in whole or in part.
- 23.2. Customers may only do any of the acts referred to in Condition 23.1 with Gladstone MRM's prior written consent.
- 24. Miscellaneous**
- 24.1. Each of the above Conditions shall be read and construed independently of each other so that if any one or more of them is held to be invalid for any reason whatsoever, then the remaining Conditions shall remain in full force and effect.
- 24.2. Further, if any Condition is found to be void, but would otherwise be valid if some part of it were deleted, then any such Condition shall apply with such modification as may be necessary to make it valid and effective.
- 24.3. All notices sent to either party must be in writing and sent to a legal officer of each party, at the address provided on the invoice (for Gladstone MRM) and at the address provided to Gladstone MRM (for the Customer).

- 24.4. This agreement forms the entire agreement between the parties to the exclusion of all other terms or conditions and representations (verbal or otherwise), and Gladstone MRM shall have no liability in relation to any such terms, conditions or representations, unless the same are made fraudulently.
- 24.5. No amendment to or variation of these Conditions shall be effective unless confirmed by an authorised representative of Gladstone MRM in writing.
- 24.6. Customers can find all Gladstone MRM policies, Products and Service Offering details and notices at www.gladstonemrm.com.