



**WestSpring IT**

# **Terms & Conditions**

V1.1 Feb 2026

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## BACKGROUND

(A) WestSpring IT provides managed IT and consultancy services and acts as a reseller of Third Party Services and Goods.

(B) The Client wishes to purchase and WestSpring IT wishes to supply the Services (as defined below) and Third Party Goods on the terms set out in this agreement.

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

##### 1.1. Definitions:

**Applicable Data Protection Laws:** applicable data protection legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018.), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

**Applicable Laws:** all applicable laws and regulations from time to time in force relating to the supply of Services or the Third Party Goods under this agreement.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** means

(i) the sums payable for the Services as set out in a Schedule of Services; and/ or

(ii) the sums payable for the Third Party Goods as set out in a Quotation.

**Client Materials:** all documents, information, items and materials in any form (whether owned by the Client or a third party), which are provided by the Client to WestSpring IT in connection with the Services.

**Client Personal Data:** any personal data which WestSpring IT processes on behalf of the Client.

**Client's Equipment:** any equipment, including tools, IT or other systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

**EULA:** such end user licence agreement (if any) setting out the terms of use of an individual Third Party Product provided by the Third Party Provider and accepted by the Client or its employees, agents or contractors.

**Intellectual Property Rights:** patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for

passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

**Quotation:** a quotation provided by WestSpring IT to the Client for the supply of Third Party Goods.

**Service Levels:** any service levels detailed in a Schedule of Services.

**Services:** the services which WestSpring IT has agreed to provide from time to time in accordance with a Schedule of Services and which may include some or all of the following:

- IT managed services
- IT consultancy services
- supply of Third Party Services

**Schedule of Services:** a Schedule of Services describing the Services to be provided by WestSpring IT, which has been agreed between the parties.

**Third Party Documentation:** means (i) the marketing and user support documentation relating to the Third Party Services, including the Third Party Provider's website, as may be updated from time to time by the Third Party Provider; and (ii) any user manual or instructions for use and maintenance and any warranty documentation provided in relation to Third Party Goods supplied by the Third Party Provider.

**Third Party Goods:** a one off delivery of Third Party Provider hardware or software which WestSpring IT resells to the Client in accordance with the terms set out in a Quotation.

**Third Party Services:** the supply of Third Party Goods by WestSpring IT as a reseller along with the provision of ongoing associated support services by WestSpring IT.

**Third Party Provider:** means each third party which supplies Third Party Goods or Third Party Services to WestSpring IT for resale to the Client.

## 2. Commencement and duration of this agreement

2.1. This agreement shall start on the date when any Schedule of Service is signed by the Client, and shall continue, unless terminated earlier in accordance with clause 15 (Termination), for a period of three years (the "Initial Term"). After the Initial Term this

agreement shall automatically renew for successive periods of 12 months (the "Renewal Terms") unless terminated in accordance with clause 2.2.

- 2.2. Either party may terminate this agreement at the end of the Initial Term or a Renewal Term by giving three months prior written notice which will take effect on the later of:
- (a) the end of the Initial Term or Renewal Term; or
  - (b) completion of all Statements of Work and Quotations entered into before the date of the notice to terminate.

### **3. Statements of Work and Quotations**

- 3.1. The Client may request any of the Services by agreeing a Schedule of Services with WestSpring IT. Both parties shall sign the Schedule of Services when it is agreed.
- 3.2. Each Schedule of Services shall continue for the term set out in it, unless terminated earlier in accordance with its terms.
- 3.3. The Client may request that WestSpring IT supply Third Party Goods. Upon receipt of a request WestSpring IT shall provide the Client with a Quotation. The Quotation will be binding, once accepted by the Client.
- 3.4. Each Schedule of Services and Quotation shall be part of this agreement and shall not form a separate contract to it.
- 3.5. In the event of any discrepancy between the documents forming part of this agreement the following order of priority shall apply:
- (a) the relevant Schedule of Services for Services or Quotation for any Third Party Goods;
  - (b) this agreement.

### **4. WestSpring IT's responsibilities**

- 4.1. WestSpring IT shall:
- (a) provide the Services to the Client in accordance with this agreement and the applicable Schedule of Services including any Service Levels;
  - (b) supply the Third Party Goods in accordance with an accepted Quotation;
  - (c) supply the Services in accordance with those practices, methods and procedures which would be reasonably adopted by a skilled and experienced IT provider of a similar size to WestSpring IT providing the same as or similar services to the Services;
  - (d) perform the Services in compliance with all Applicable Laws;

- (e) not knowingly or intentionally introduce any virus or other contaminant of similar items that may either infect or cause damage to the Client's IT System;
- (f) comply with the reasonable health and safety and security requirements of the Client and any policies of the Client, provided such requirements have been notified to WestSpring IT in writing in advance;
- (g) act in accordance with all reasonable instructions given to it by the Client provided such instructions are not inconsistent with this agreement or Applicable Laws;
- (h) use reasonable endeavours to minimise disruption to the business of the Client while performing the Services;
- (i) use personnel who are suitably skilled and experienced and in sufficient number to ensure that the Services are provided in accordance with this agreement; and
- (j) use reasonable endeavours to meet any performance and/or delivery dates specified in a Schedule of Services or Quotation.

## **5. Client's obligations**

### **5.1. The Client shall:**

- (a) provide WestSpring IT with all necessary co-operation in all matters relating to this agreement including providing all documents, information, support and materials reasonably requested in a timely manner to enable WestSpring IT to deliver the Services;
- (b) ensure that a Client Manager is appointed with authority to liaise with WestSpring IT;
- (c) provide access to the Client's premises, data and IT systems, and such office accommodation and other facilities as may reasonably be requested by WestSpring IT and agreed with the Client in advance, for the purposes of delivering the Services; and
- (d) inform WestSpring IT of all health and safety and security requirements that apply at any of the Client's premises to which WestSpring IT will require access.

5.2. The Client acknowledges that WestSpring IT's provision of the Services in accordance with this agreement is subject to the Client meeting its obligations under this agreement. WestSpring IT shall not be in breach of this agreement and shall not be liable for any failure to deliver the Services or perform its obligations to the extent that such failure is caused by the Client's (or any third party acting on the Client's behalf) failure to fulfil any of its obligations under this agreement.

## **6. Supply of Third Party Goods – Title and Delivery**

- 6.1. WestSpring IT may, by giving reasonable notice to the Client at any time prior to delivery, increase the price of the Third Party Goods to reflect any increase in their cost that is due to:
- (a) any factor beyond WestSpring IT's control (including increases in taxes and duties); or
  - (b) any request by the Client to change the delivery date(s), quantities or types of Third Party Goods ordered.
- 6.2. The risk in the Third Party Goods shall pass to the Client:
- (a) in the case of Third Party Goods, at the time when the Client receives the Third Party Goods at the delivery location;
  - (b) in the case of Third Party Goods which are software, the date such software is installed by WestSpring IT.
- 6.3. Title to the Third Party Goods shall not pass to the Client until WestSpring IT receives payment in full (in cash or cleared funds) for them.
- 6.4. Until title to the Third Party Goods has passed to the Client, the Client shall:
- (a) where reasonably practicable, store the Third Party Goods separately from all other goods held by the Client so that they remain readily identifiable as WestSpring IT's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Third Party Goods; and
  - (c) maintain the Third Party Goods in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 6.5. The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any Third Party Goods which remains the property of WestSpring IT, but if the Client does so all money owing by the Client to WestSpring IT shall become immediately due and payable.

## **7. Liability and Terms of Use for Third Party Goods**

- 7.1. The features and description of the Third Party Goods shall be as set out in the Third Party Documentation.
- 7.2. The Client shall be entitled to the benefit of any warranties provided to WestSpring IT by the Third Party Provider subject to the Client complying with the Third Party Goods' terms and conditions, including any limitations as to use and notification of defects

contained therein, which terms and conditions shall be referenced in the relevant Schedule of Services or made available to the Client on request.

- 7.3. The Intellectual Property Rights in any Third Party Goods supplied to the Client shall remain at all times with the Third Party Provider of such Third Party Goods and you agree that you will not change, amend, alter or remove any proprietary marking in the Third Party Goods.
- 7.4. To the fullest extent permitted by law, Third Party Goods which are software which are provided by WestSpring IT will be supplied on an 'as is' basis, without warranty of any kind and WestSpring IT expressly disclaims any and all warranties, whether express or implied, including (but not limited to) warranties of merchantability, title, fitness for a particular purpose and non-infringement. In particular, to the fullest extent permitted by law, WestSpring IT does not guarantee that the Third Party Goods will:
- (a) be error free;
  - (b) function without interruption; or
  - (c) be of merchantable quality or fit for purpose.
- 7.5. The Client shall comply with the terms of any EULA, including any fair usage policy, and acknowledges that additional Charges may be due in the event that the Client does not comply with such fair usage policy. The Client shall indemnify WestSpring IT against any Losses incurred by WestSpring IT as a result of the Client failing to comply with any EULA.
- 7.6. Notwithstanding anything to the contrary in this agreement, WestSpring IT's total liability to the Client in relation to the Third Party Goods which are software is the lesser of one month of the use or service of the Third Party Goods or a sum equivalent to the total liability cap set out in the EULA.
- 7.7. WestSpring IT may suspend any and all rights of the Client to use the Third Party Goods, on written notice to the Client:
- (a) immediately if the Client fails to comply with the EULA; and
  - (b) immediately if there are any outstanding Charges owed by the Client to WestSpring IT in relation to the Third Party Goods.
- 7.8. WestSpring IT may terminate the Client's right to use Third Party Goods on 30 days prior written notice, if any reseller agreement between WestSpring IT and the Third Party Provider is terminated.
- 7.9. Following termination, the Client shall certify (where applicable) to WestSpring IT within one month after termination that it has destroyed or has returned to WestSpring IT any and all copies (in whatever form) of the Third Party Goods and

Documentation provided in relation to the Third Party Goods in its possession. The costs of compliance with this clause shall be met in full by the Client.

7.10. Except as provided in this clause 7, WestSpring IT shall have no liability to the Client in respect of the Third Party Goods.

## **8. Charges and payment**

8.1. In consideration of the provision of the Services and/or delivery of the Third Party Goods, the Client shall pay the Charges.

8.2. Unless otherwise detailed in a Schedule of Services, WestSpring IT shall invoice the Client on or around the 15th of each month for the Services to be delivered the following month. WestSpring IT shall take payment in respect of such invoices by Direct Debit on the 1st day of the following month.

8.3. WestSpring IT shall invoice the Client for all Third Party Goods on the date of acceptance of the Quotation. Invoices are payable within 21 days of issue. Payment may be required prior to delivery of the Third Party Goods.

8.4. If any Third Party Goods supplied by WestSpring IT are subject to a price increase during the term of the licence, WestSpring IT shall notify the Client in writing. Where the increase is material, WestSpring IT shall try and propose reasonable alternatives to the Client. If there are no reasonable alternatives or if the Client agrees it wants to continue with the existing Third Party Product, WestSpring IT may increase its Charges to reflect the price increase.

8.5. Interest is due on any overdue payments and calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **9. Intellectual Property Rights**

9.1. In relation to the Client Materials:

(a) the Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

(b) the Client grants to WestSpring IT a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Services to the Client.

9.2. WestSpring IT shall retain the Intellectual Property Rights in all documents, information, software, items and materials in any form owned by it prior to the date of this agreement.

## **10. Insurance**

During the term of this agreement WestSpring IT shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £1 million and shall, on the Client's request, provide a copy of its certificate of cover.

## **11. Non-Solicitation**

11.1 The Client may not solicit or engage any of WestSpring IT's employees during the term of this agreement for a period of 6 months after its termination. If the Client acts in breach of this clause it agrees to pay WestSpring IT a sum to reflect the damage WestSpring IT will suffer as a result of the loss of its employee including recruitment fees, training time and costs and business costs. This sum will be calculated as 25% of the solicited employee's gross salary in the preceding 12 months.

## **12. Data Processing**

12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to and does not change a party's obligations or rights under the Data Protection Legislation.

12.2. The parties have determined that, for the purposes of the Data Protection Legislation WestSpring IT shall act as a processor of the Client's Personal Data as set out in Schedule 1. Schedule 1 sets out the scope, nature and purpose of processing by WestSpring IT, the duration of the processing and the types of personal data and categories of data subject.

12.3. The Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Client Personal Data to WestSpring IT for the duration and purposes of this agreement. By entering into this agreement, the Client consents to all actions taken by WestSpring IT in connection with the processing of the Client Personal Data provided these are in compliance with the Client's privacy policy as notified to WestSpring IT (Privacy Policy). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.

12.4. WestSpring IT shall:

- (a) process the Client Personal Data only on the documented instructions of the Client, unless WestSpring IT is required by Applicable Laws to otherwise process that Client Personal Data. Where WestSpring IT is relying on Applicable Laws as the basis for processing Client Personal Data, WestSpring IT shall notify the Client of

this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit it from so notifying the Client on important grounds of public interest. WestSpring IT shall inform the Client if, in the opinion of WestSpring IT, the instructions of the Client infringe the Data Protection Legislation;

- (b) implement technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that any personnel engaged and authorised by WestSpring IT to process Client Personal Data are subject to obligations of confidentiality;
- (d) where requested and at the Client's cost, assist in ensuring the Client's compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and in responding to any request from a data subject;
- (e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- (f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of this agreement unless WestSpring IT is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 12, Client Personal Data shall be considered deleted where it is put beyond further use by WestSpring IT; and
- (g) maintain records to demonstrate its compliance with this clause 12 and allow for reasonable audits by the Client or the Client's designated auditor on reasonable written notice.

12.5 The Client hereby provides its prior, general authorisation for WestSpring IT to appoint processors to process the Client Personal Data, provided that WestSpring IT:

- (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on WestSpring IT in this clause 12;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of WestSpring IT save that where such processor is a Third Party Provider WestSpring IT shall have no liability for the actions of such Third Party Provider; and

- (c) other than Third Party Providers, shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes; and
- (d) may transfer Client Personal Data outside of the UK as required for the provision of the Services, provided that WestSpring IT shall ensure that all such transfers are effected in accordance with the Data Protection Legislation. For these purposes, the Client shall promptly comply with any reasonable request of WestSpring IT, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

### **13 Confidentiality**

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

### **14 Limitation of liability**

14.2 WestSpring shall only be liable for claims, demands, liabilities or losses (including interest and fines) ("**Losses**") made in relation to the Third Party Products to the extent that it is able to recover such Losses from the Third Party Provider.

14.3 Subject to clause 14.5, or any lower limitation of liability contained in a Statement or Work, the maximum aggregate liability of WestSpring IT to the Client in respect of all Losses under or in connection with this agreement whether in contract, tort (including

negligence), for breach of duty or otherwise shall be limited to the lesser of £250,000 (two hundred and fifty thousand) or 100 per cent of the Charges paid by the Client to WestSpring IT under this agreement in the 12 month period prior to the even giving rise the Losses.

14.4 WestSpring IT shall not be liable for any Losses arising as a result of:

- (a) corruption or inaccessibility of Client Data in so far as it has effectively operated the Client's agreed backup solution;
- (b) any denial of service attacks, virus or hacking attacks for which there is no commercially reasonably, known solution;
- (c) any Client defined or controlled event, for example, unavailability of service resulting from inadequate client subscribed services, resources, configuration or intentional misuse of a service or system by any Client Director, employee, agent, worker or contractor.

14.5 Neither Party shall be liable to the other Party for any Losses whether arising in contract, tort (including negligence), misrepresentation or for breach of any duty for:

- (a) loss of business;
- (b) loss of goodwill or similar losses;
- (c) loss of profits, anticipated savings, revenue or pure economic loss; or
- (d) any special, indirect, consequential losses.

14.6 Nothing in this agreement shall exclude or limit the liability of either Party for:

- (a) death and/or personal injury resulting from the negligence of that Party or its directors, officers, employees, contractors or agents;
- (b) fraud and/or fraudulent misrepresentation; or
- (c) any other liability which, by law, cannot be excluded or limited.

14.7 This clause 14 shall be without prejudice to Client's obligation to pay the Fees.

## 15 Termination

15.1 Either Party (the **Terminating Party**) shall have the right to terminate this agreement and all Schedule of Services with immediate effect by written notice to the other Party (the **Defaulting Party**) if:

- (a) the Defaulting Party is in material breach of this agreement and such material breach has not, if capable of remedy, been remedied within thirty (30) days of receipt by the Defaulting Party of notice from the Terminating Party requiring such remedy;

- (b) the Defaulting Party ceases wholly or substantially to carry on its business (or a material part thereof);
- (c) the Terminating Party is required to do so by Applicable Law; or
- (d) the Defaulting Party becomes insolvent, an order is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or reconstruction), an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, it makes any composition with its creditors or takes or is subject to any similar action in consequence of debt.

15.2 If any undisputed invoiced Charges have been overdue for a period of at least 30 Business Days, WestSpring IT may notify the Client that unless such Charges are paid within 15 Business Days it will terminate this agreement. If the Client does not pay the Charges within 15 Business Days then this agreement and all live Statements of Work and Quotations will terminate.

## **16 Effect of Termination**

16.1 On termination or expiry of this agreement:

- (a) WestSpring IT shall immediately return all Client Materials and the Client's Equipment;
- (b) WestSpring IT shall, if so requested by the Client, provide all assistance reasonably required by the Client to facilitate the smooth transition of the Services to the Client or any replacement supplier appointed by it. WestSpring IT shall be permitted to charge for any such assistance on a time and materials basis in accordance with WestSpring IT's then current charge out rates.

16.2 Termination or expiry of this agreement shall not affect any rights, duties, obligations, liabilities, remedies or exclusions arising under this agreement prior to such termination and this agreement shall continue to the extent required to give effect to such rights, duties, obligations, liabilities, remedies and exclusions.

## **17 General**

17.1 **Interpreting this agreement:** The parties agree that: (i) a reference to include, including, in particular or any similar words will not limit the meaning of any word or phrase preceding them; (ii) a reference to writing or written includes email, not fax or any other form of electronic communication; (iii) headings are included for convenience only and will not affect how this agreement is interpreted; (iv) a reference to a statute or similar instrument will include references to any modification or re-enactment of the same at any time; and (vi) a reference to a person includes a natural person, incorporated or unincorporated body (whether or not having a separate legal

personality) and such person's personal representatives, successors and permitted assignees.

**17.2 Force majeure.** Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**17.3 Assignment and other dealings.** Neither party may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

**17.4 Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.

**17.5** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statements in this agreement.

**17.6 Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

**17.8 Severance** (a) If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement (b) If any provision or part-provision of this agreement is deemed deleted under clause 17.8(a) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**17.9 Notices** Any notice to be given under this agreement will be in writing and either sent by first class post (to the recipient's registered office or main trading address) or by email (to any email address provided). Notices will be treated as being received on the second working day after posting if sent by post and at the time of transmission if sent by email (although if sent outside the hours of 9am-5pm on a working day, it will be treated as being received at 9am on the next working day). This clause does not apply to any notices in legal proceedings.

17.10 **Third party rights.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

17.11 **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

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

## Schedule 1

### Processing, personal data and data subjects

**Scope** – to the extent necessary to provide the Services as further detailed in this agreement

**Nature** – processing to facilitate the provision of the Services and delivery of the Third Party Goods

**Purpose of processing** - incidental to the provision of the Services being the support and provision of an outsourced managed IT function, provision of IT consultancy services and supply of Third Party Goods.

**Duration of processing** – the term of this agreement and any transition period (if required)

## 2. Types of Personal Data

First name

Last name

Position

Employer

Contact Information (company, email, phone, business address)

ID Data

Photographs of employees

Professional life data

Localisation data

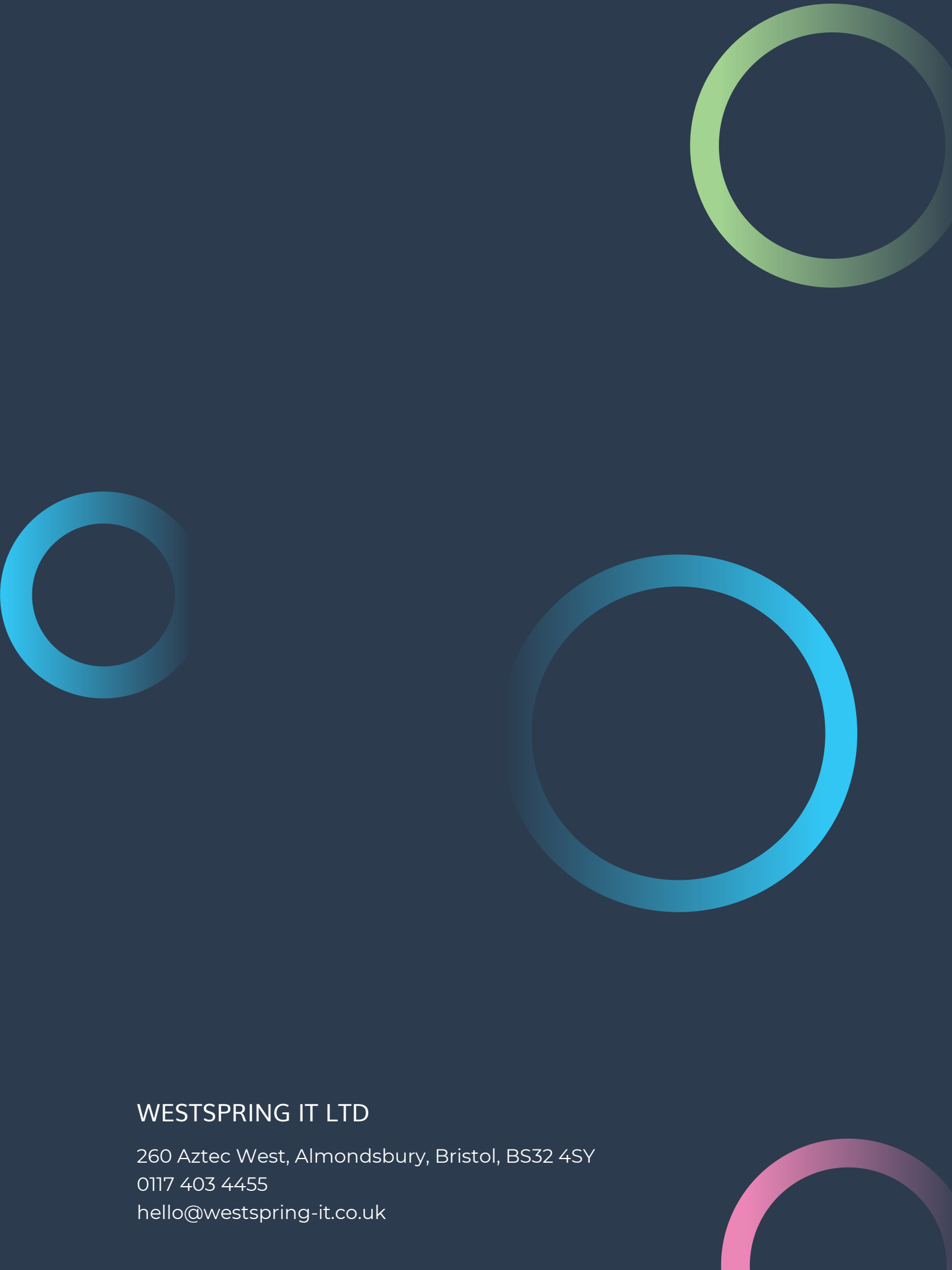
## 3. Categories of Data Subject

Prospects, customers, business partners and suppliers of the Client

Directors, employees, workers, contractors or contact persons of the Client's prospects, customers, business partners and suppliers

Candidates, employees, workers, agents, contractors and advisors of the Client

Users



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