Kubernetes Engineering

Terms & Conditions

Revision Date: 10/05/2019

Definitions

1.1) CUSTOMER means any individual, partnership, limited company, charity or organisation that from time to time purchases Services from the Supplier

1.2) SUPPLIER means LiveWyer Ltd, 41 Old Street, London, EC1V 9AE

1.3) PROPOSAL means a statement of work, quotation or other similar document describing the services to be provided by the Supplier

1.4) SERVICES means the services specified in the proposal

1.5) The CONTRACT shall mean instructions, confirmed in writing or electronic format, issued and signed by the customer or an authorised person on behalf of the customer.

1.6) FEES shall mean all charges and expenses that will by invoiced by the Supplier to the customer for the services provided

1.7) TERMS AND CONDITIONS means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

General

2.1) These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication by the Customer

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2.1) Any variation to these Terms and conditions shall be inapplicable unless agreed in writing by the Supplier

2.2) Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute law or regulation

2.3) Nothing in these Terms and conditions shall affect the customer's statutory rights as a consumer

The Service

3.1) The service proposal work agreed that links to these Terms and Conditions shall remain valid of a period of 30 days

3.2) The Customer shall be deemed to have accepted the service proposal by placing an order with the supplier within the period specified in Clause 3.1

3.3) LiveWyer Ltd will not commence work until the customer has accepted these Terms and Conditions as well as the instructions including, but not limited to, a proposed timeline and an estimate of fees which will be set out in an accompanying proposal.

3.4) The service proposal will be the best estimation of time required to meet your needs. If further time is required you will be consulted before any further activity takes place.

3.5) LiveWyer Ltd may, at its discretion, commence work prior to a receiving written, signed proposal as defined in 3.3. In these circumstances the client agrees that these Term and Conditions shall wholly and solely apply

3.6) The Supplier shall not be liable for failure to complete the work within the proposed timeline.

Fees

4.1) The fee for the Service is as specified in the service proposal and outlined expenses

4.2) Fees are based on the Supplier's current assessment of costs and are subject to amendment subject to clause 11 – Cancellation and Termination

4.3) Payment of the fee shall be in the manner specified in the Proposal

Completion and Payment of Fees

5.1) Completion of the work shall be deemed to have taken place when such work as described in the proposal has been carried out. At this stage full payment of the fee shall become due

5.2) Should the contracted work be delayed or suspended at the request of or through and default of the client for a period exceeding 4 weeks, LiveWyer Ltd shall be entitled to payment of the fees resulting from all the work carried out up to and including the end of the period

5.3) Payment terms are strictly 30 days from the date of the invoice unless agreed beforehand

5.4) If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1.5% per month on the outstanding amounts

Customer Obligations

To enable LiveWyer Ltd to perform its obligations the Customer shall:

6.1) Keep agreed appointments In order to meet the necessary timescales

6.2) Provide the supplier with any information reasonably required by the Supplier

6.3) Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of

6.1) the Customer.

6.2) Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

LiveWyer Ltd Obligations

7.1) The Supplier shall perform the Services with reasonable skills and care and to a reasonable standard in accordance with recognised standards and codes of practice

7.2) The Supplier accepts all responsibility to fulfil the service that is within its' control, by the agreed timescales and to a satisfactory standard.

Confidentiality & Data Protection

8.1) Information disclosed by the customer will be kept confidential and shared only with relevant staff providing the service as agreed.

8.2) All information retained by the LiveWyer Ltd will be processed strictly in accordance with the provisions of the Data Protection Act 1998 and its successors. Such information shall be held solely for the purposes of fulfilling the contract.

8.3) The Supplier will not transmit any personal data held on behalf of the client except where a) The transfer is a necessary part of the work undertaken to fulfil the contract or b) There is a requirement to do so by operation of the law. For example, if there is a situation where concerns are raised regarding the safety and well-being of the customer, or for the person for whom the service is provided.

Limitation of Liability

9.1) The Supplier undertakes to maintain Public Liability Insurance limited to £5,000,000 for each and every occurrence and Professional Indemnity Insurance limited to £5,000,000 in total

9.2) The Supplier will maintain Employer's Liability Insurance cover at the appropriate level

9.3) Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract or otherwise in excess of the price of the Service.

9.4) The Supplier will not be held responsible for third party costs incurred by the customer for any reason whatsoever.

Cancellations & Termination

10.1) The customer may cancel the Service by notifying the Supplier in writing at the address above giving 14 days' notice.

10.2) All work undertaken up to receiving cancellation must be paid for within the notice period

10.3) The supplier may terminate the Service for any good reason within 14 days, giving written notice to the customer

10.4) The supplier may, at the customer's expense charge any costs relating to the winding up of any work being carried out as part of the contract including, but not limited to, fees, court or tribunal costs or any other reasonable third party liabilities

Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from

events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Governing Law & Jurisdiction

Any disputes or claims arising out of or in connection with these Terms and conditions of Business or the contract shall be governed by and construed in accordance with the law of England and Wales

Acceptance of Terms

By signing and dating the service proposal you will be accepting the Terms and Conditions of Business.