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1.0 Introduction

This document (the “Agreement” or “ToS”) states the terms and conditions that govern the contractual agreement between **the Company** (CLKPTS UK LTD), it's **Suppliers** (vetted 3rd parties) and **the Client**.

By utilizing our services you the client agree to be bound by this Agreement. With this you represent that you are, (1) over the age of legal majority and (2) have authorisation to enter into an agreement on behalf of your employer/company (if applicable).

2.0 Work Orders

2.1 Brief

The Client should initiate a Work Order by submitting a “Client Brief” to the Company for review. The Client Brief should be an outline of the work required and generally a rough time scale. Alternatively this could be done via an ITT (“Invitation to Tender”) or informal request via email or over recorded phone conversation.

2.2 Estimates

For each piece of requested work the Company shall provide the Client an Estimate. Once the Client accepts the Estimate it becomes a “Work Order”.

2.3 Hourly

In the event the Client has opted for hourly billing, the Company shall invoice the Client on an “Actual Time” basis. Total billable amounts may exceed that of the original Work Order.

“Actual Time” is the time it takes to complete the Work Order. Initial consultation, remote meetings and phone calls are not considered chargeable.

2.4 Fixed

In the event the client has opted for fixed billing, the Company shall invoice the Client a sum that shall not exceed the amount quoted on the final Work Order except when additional expenses are incurred by a supplier [2.5].

2.5 Miscellaneous Expenses

The Company reserves the right to rebill the Client for expenses incurred from a Supplier. The Company must obtain pre-approval from the Client for such expenses.

3.0 Licensing

3.1. Pre Handover

Whilst work is in progress the Company retains full rights over any development work, custom assets and 3rd party resources. The Company shall provide work to the Client on a non-commercial, no redistribution basis.

3.2.1 General

During the handover process the Company shall transfer the rights to any code, assets and technical documents to the Client.

Code, assets and technical documents produced prior to the Work Order or via 3rd Parties may be excluded from this clause.

3.2.2 The Company

The Company reserves the rights to use screenshots and code snippets for commercial, no redistribution purposes for use in marketing portfolios.

3.2.3 3rd Party Assets

It is the Client's responsibility to, (1) request copies of any license agreements and (2) ensure they remain inline with any 3rd party license agreements that may be applicable post handover.

3.6 Exceptions

3.6.1 Live Changes

In the event work is to be undertaken by the Company on the Client's "Live" environment or on premises the client retains commercial rights over any development work as to not inhibit trade.

3.6.2 Patches / Hotfixes

The company reserves the right to reuse any developmental assets produced in relation to fixing or patching 3rd party systems.

4.0 Data Protection

4.1 Contact Policy

The Company reserves the right to record all communications and store them in line with the data storage [4.3] and retention policy [4.4].

4.2 Confidentiality

The Company shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software's code, the Specifications, or the Client's business (the "Confidential Information"), (2) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (3) use Confidential Information other than solely for the benefit of the Client.

4.3 Data Storage

The Company is to store data on encrypted disks that are either biometrically secured or have 2 factor authentication enabled.

In some circumstances the company may store data on servers based in the EU in partnership with

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Topdevelop NL (B.V.) stored inline with relevant EU and UK data protection regulations. The Company has a data sharing agreement in place with Topdevelop NL to ensure the confidentiality and security of the data.

Server hardware and hosting infrastructure is provided by Topdevelop NL's preferred suppliers (Netherlands "TransIP B.V.", UK "OVH LTD" and France "SAS OVH") and will never leave the EU without prior approval.

Data Protection Officers

The Company: Lea Keane Pridgeon
Topdevelop NL: Niels Eulink

Data Protection Roles

The Company: Controller
Topdevelop NL: Processor
OVH: Processor
TransIP: Processor

4.4 Data Processing

The Client shall authorize the Company to process data on behalf of the Client where practicable. This may be subject to additional safeguards imposed by the Client or the Company.

4.5 Data Retention

The company is to keep data on an as needed basis, with the exception of Metadata stored on the Company's servers. Any Metadata shall be kept for 2 years to ensure regulatory compliance. In the event of termination, warranty expiration or request from the Client, the Company shall delete all data stored on the Client within 44 days with the exception of Accounting and Work Order records. Accounting and Work Orders shall be kept for 6 years to ensure regulatory compliance.

4.6 Data Request

The Client has the right to request a copy of any data the Company and the Suppliers hold on it at any time. A request must be made to the Company's Data protection officer by Email at: gdrp@clkpts.co.uk. Proof of identity and authorisation if applicable may be requested to ensure confidentiality and security of the data.

Inline with local legislation the Company reserves the right to charge a reasonable processing based on the Ad Hoc support rate listed on our pricing page. Retainer customers will be billed at their retainer rate.

5.0 Billing

5.1 Invoice terms

Invoices sent from the Company are subject to a 30 calendar day payment term unless specified otherwise by the invoice or by addendum to this Agreement.

For payments made by BACS and international bank transfer the Company may allow for a further 7 days for payment processing to clear subject proof of sending.

In some circumstances the Company may offer to cover payment processing fees given proof of fee.

5.2.1 General

In the event of non payment within the agreed upon term, statutory interest may be applied. This shall be reviewed on a case by case basis.

5.2.2 Three Calendar months from Invoice Date

In the event of non payment after 3 calendar months, statutory interest will be applied alongside a one off late payment fee of the contracted hourly rate stated in the Work Order.

5.2.3 Six Calendar months from Invoice Date

In the event of non payment after 6 calendar months, the company reserves the right to take appropriate enforcement action to recover any unpaid amounts.

5.2.4 Exceptions

In the event of an ongoing dispute between the Company, a Supplier or the Client the above late payment policy shall not apply.

5.3 Price Rises

5.3.1 Annual Price Rise

The Company reserves the right to raise rates by upto RPI (UK Retail Price Index) + 1% per annum to be adjusted. In the event of a price rise the Company shall give 30 calendar days notice to the Client.

5.3.2 Exceptions

Work Orders created before the date of the price rise shall be charged at the rate on the date of commencement.

In the event the Client has entered into a retainer support agreement with the Company, the Company may offer to freeze the price for a period of no longer than 6 months.

6.0 Warranty

6.1 Development

The Company is to provide the Client with a 3 month Warranty on any software assets developed by the Company in relation to the Work Order. The warranty shall provide free support, assistance and fixes for the software asset.

For systems where standard versioning is present ([major] . [minor] . [release]), the Company shall provide update support for one minor and three release versions as standard.

6.2 Management

The Company is to provide additional management support should something go wrong where the fault lies with the Company.

3rd Party solutions, extensions and services are provided “as is”. In some cases a warranty may be offered by the Supplier to the Client.

7.0 Disputes

7.1 Conduct

In the event of mistreatment by a representative of the Company or one of its Suppliers, the Client is entitled to raise a dispute with the Company over the matter. This shall be dealt with in a timely manner.

7.2 Legal

In the event that a dispute is not handled satisfactorily by the Company or in a timely manner, the dispute can be escalated to non-binding 3rd party arbitration. In the event of Arbitration, fees shall be shared equally between the Company and the Client.

7.3 Non Payment Exception

In the event of non-payment the Company reserves the right to escalate matters to the Courts without going through 3rd party arbitration.

8.0 Termination

8.1 The Client's Rights to Terminate

8.1.1 General

The Client has the right to terminate the Work Order at any time however may remain liable for any expense incurred by the Company and its Suppliers in regards to fulfilling the Work Order up until the point of termination.

8.1.2 Work Order cool off period

The Client has the right to terminate the Work Order within the stated cooling off period or 5 working days from signing the Work Order without incurring additional expense. The Client may remain liable for 3rd party supplier costs.

8.2 The Company's Right to Terminate

8.2.1 Lack of Information

In the event the Client fails to provide pre-requisite information to proceed with the Work Order within 30 calendar days the company reserves the right to freeze the order for up to 30 calendar days. After this period the termination procedure in 8.3 will be followed.

8.2.2 Non Payment

In the event of non payment of a Work Order the company reserves the right to place other Work Orders with the Client on hold for 30 calendar days. After this period the termination procedure in [8.3] will be followed.

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8.2.3 Exceptions

In the event of an ongoing dispute over the Work Order between the Company, a Supplier or the Client the clauses above [8.2.1, 8.2.2] shall not apply.

8.3 Termination Procedure

Upon request of termination the company shall initiate a 14 day cool down period for the contract. The company is to delete any of the client assets, confidential data and resources from its machines and ensure its hosting suppliers don't hold any data in relation to the client. Some data may be kept in line with the data retention policy.

During this period of time the Client may be able to initiate a new agreement with the Company.