13. If any invoice is not paid by the due date the Customer shall indemnify CommsAudit against all
charges, interest, and expenses incurred by CommsAudit in the collection of overdue payments.

14. The server and equipment are to be provided as agreed by the parties.

15. CommsAudit reserves the right to increase the price of the Equipment and/or Software, by giving notice to the Customer at any time, to cover any changes in taxes, to cover any increase in cost of raw materials and/or other direct costs and expenses that are caused by the Consumer. CommsAudit agrees in writing for part of the agreement.

16. "Continued" Means the agreement for supply of Equipment and/or Services between CommsAudit and the Customer containing the terms set out in these Conditions and any other documents referred to in this Agreement.

17. Title in the Software shall pass to the Customer when CommsAudit has received payment in full for all Equipment, Software, and Services (as applicable).

18. Unless otherwise agreed by the parties in writing, failing full payment in full delivery of the Equipment to the Customer in terms of clause 17, the Customer shall hold the Equipment on a fiduciary basis as CommsAudit’s bailee (ii) store the Equipment at the Customer’s premises in a proper safe, dry, and secure place and keep it insured against all risks of loss or damage; (iii) notify CommsAudit immediately if it becomes subject to any of the events listed in clause 45; (iv) give CommsAudit such information and instructions as to the Equipment as CommsAudit may require from time to time (v) not remove, deface or obscure any marking or information or relating to the Equipment (vi) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on CommsAudit’s behalf from the date of delivery; (vii) notify CommsAudit immediately if it becomes subject to any of the events listed in clause 45; (viii) give CommsAudit such information and instructions as to the Equipment as CommsAudit may require from time to time (ix) not remove or move the Equipment from or within the Premises or allow it to be moved and shall not sell, dispose of or part with possession of the Equipment free from any and all charges.

19. If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 45, then the Customer shall (i) hold the Equipment on a fiduciary basis as CommsAudit’s bailee (ii) store the Equipment in a proper safe, dry, and secure place and keep it insured against all risks of loss or damage; (iii) notify CommsAudit immediately if it becomes subject to any of the events listed in clause 45; (iv) give CommsAudit such information and instructions as to the Equipment as CommsAudit may require from time to time (v) not remove, deface or obscure any marking or information or relating to the Equipment (vi) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on CommsAudit’s behalf from the date of delivery; (vii) notify CommsAudit immediately if it becomes subject to any of the events listed in clause 45; (viii) give CommsAudit such information and instructions as to the Equipment as CommsAudit may require from time to time (ix) not remove or move the Equipment from or within the Premises or allow it to be moved and shall not sell, dispose of or part with possession of the Equipment free from any and all charges.

20. Failure by the Customer to pay for any Goods when due will entitle CommsAudit to withhold or delay delivery of any Goods until such time as payment has been made in full.

21. CommsAudit shall be entitled to deliver Equipment, Software and Services in instalments and when and where it so chooses may deliver instalments separately. Returns of packaging material shall be at CommsAudit’s expense.

22. Warranty and Customer’s obligations

23. No claim for obvious damages, any damages caused by delivery or shortages will be considered unless CommsAudit is notified in writing within five (5) days of delivery of the Equipment and/or Services.

24. Warranty and Customer’s obligations

25. At this particular point in the document, the text appears to be incomplete or unclear. It seems to be discussing conditions related to the supply of goods and services, possibly including warranties and obligations of the customer. However, due to the nature of the extract provided, it is not possible to provide a comprehensive and coherent representation of the content.

26. The warranty holds for a period of twelve (12) months from the date of delivery of the Equipment and the Services. The warranty covers defects in materials and workmanship, provided the Equipment or Software is returned in good working order and accompanied by a completed warranty claim form. During the warranty period, CommsAudit will repair or replace any Equipment or Software that is found to be defective in materials or workmanship.

27. Warranty and Customer’s obligations

28. The Customer must provide CommsAudit with all necessary information and instructions to enable CommsAudit to perform the Services in accordance with these Terms and Conditions. The Customer must also ensure that all necessary consents which may be required for the Services before the date such services are to be performed are obtained.

29. Warranty and Customer’s obligations

30. CommsAudit agrees to provide the Services for a period of time specified in the Agreement. During this period, CommsAudit will use reasonable care and skill in performing the Services in accordance with the Customer’s requirements. The Services will be provided to the best of CommsAudit’s knowledge and ability, and CommsAudit will use all reasonable endeavours to ensure that the Services are carried out in accordance with the Customer’s requirements.

31. Warranty and Customer’s obligations

32. Despite the above, CommsAudit shall not be liable for any indirect or consequential loss or damage suffered by the Customer or any third party arising out of or in connection with the Services, unless such loss or damage is caused by CommsAudit’s negligence or breach of statutory duty.

33. Warranty and Customer’s obligations

34. In the unlikely event of CommsAudit’s performance of its obligations in respect of the Services being prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any obligation (“Customer Default”):

35. Warranty and Customer’s obligations

36. If any party is not paid by the due date the Customer shall indemnify CommsAudit against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by CommsAudit in recovering same due and payable or in respect of the non-performance, non-payment or removal of the Equipment and all related documentation.

37. Warranty and Customer’s obligations

38. No warranty or undertaken by CommsAudit in respect of the Services is given to the effect that CommsAudit shall do everything that is “reasonable” to do, nor does CommsAudit undertake to do anything that is “reasonably possible” to do.

39. Warranty and Customer’s obligations

40. If any party is not paid by the due date the Customer shall indemnify CommsAudit against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by CommsAudit in recovering same due and payable or in respect of the non-performance, non-payment or removal of the Equipment and all related documentation.

41. Warranty and Customer’s obligations

42. No warranty or undertaken by CommsAudit in respect of the Services is given to the effect that CommsAudit shall do everything that is “reasonable” to do, nor does CommsAudit undertake to do anything that is “reasonably possible” to do.
LIMITATION OF LIABILITY
35. Nothing in these Conditions and/or Agreement shall limit or exclude CommsAudit's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractor(s); fraud or fraudulent representation; and/or CommsAudit's strict liability.

36. Subject to clause 35 CommsAudit shall not be liable to the Customer, in whatever form, (including negligence), breach of statute duty, or otherwise, for any loss of profit, loss of goodwill, replacement cost, management cost and/or for any indirect or consequential loss of whatever nature suffered or incurred by the Customer.

37. Subject to clauses 35 and 36, CommsAudit's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, (including negligence), breach of statutory duty, or otherwise, shall not exceed the sum of one hundred and fifty thousand pounds (
£150,000) and all other circumstances.

38. Except as set out in these Conditions and/or the Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

39. The Customer agrees that it is in its better position to ensure and evaluate any loss which may suffer in connection with the Agreement and that the terms of the Agreement have been calculated on the basis of the limitations and exclusions as set out in clauses 35 to 41 and the Customer agrees to effect such insurance as it reasonable require for the particular circumstances and the terms of the Agreement.

40. The provisions of clauses 35 to 41 shall survive the termination of the Agreement howsoever arising.

41. The exclusions and limitations of liability set out in clauses 35 to 41 shall be considered severely. The invalidity or unenforceability of any of these clauses shall not affect the validity or enforceability of any other of clauses 35 to 41.

SOFTWARE
42. CommsAudit warrants Software developed by CommsAudit will comply materially with the Software specifications written by CommsAudit for a period of 12 months from delivery. The Customer acknowledges and accepts that CommsAudit gives no warranty of any kind, whether express or implied, in respect of the Software and/or any infringement which may result from the use, modification, update, replacement, or the repair of the Software.

43. The Customer shall keep confidential all information disclosed by CommsAudit and which is noted to be confidential, or which is in the reasonable opinion of CommsAudit such information is confidential, or which the Customer has failed to remedy within thirty (30) days of receiving notice specifying the Default and requiring its remedy.

44. Any party may terminate the Agreement forthwith by notice in writing to the other party where the other party has committed a material default. A material default is capable of remedy and where such default has failed to remedy by default within thirty (30) days of receiving notice specifying the Default and requiring its remedy.

45. Any party may terminate the Agreement forthwith by notice in writing to the other party where the other party is unable to pay its debts as they fall due, is suffering or is about to suffer suffering from an inability to pay its debts, is being wound up, is being or has been declared bankrupt, is being or has been subject to any equivalent or similar insolvency proceedings in any jurisdiction, is being or has been subject to any form of compulsory arrangement in which the Customer is bound to make payment of money, is being or has been subject to any administrative or other action or procedure having similar effect.

46. For the avoidance of doubt, neither party shall be entitled to terminate the Agreement pursuant to clause 45 where the other party is unable to pay its debts as they fall due, is suffering or is about to suffer suffering from an inability to pay its debts, is being wound up, is being or has been declared bankrupt, is being or has been subject to any equivalent or similar insolvency proceedings in any jurisdiction, is being or has been subject to any form of compulsory arrangement in which the Customer is bound to make payment of money, is being or has been subject to any administrative or other action or procedure having similar effect where:

- the amount of all Charges for maintenance services in respect of any minimum term of the Agreement which has been paid or otherwise required for the conduct of the defence or settlement of the Action is less than the amount of all Charges for maintenance services under the Agreement which has been paid or otherwise required for the conduct of the defence or settlement of the Action; and
- the amount of all Charges for maintenance services in respect of any minimum term of the Agreement, whether or not those Services are to be delivered, except where the Agreement is terminated by a notice served by the Customer.

FORECLOSURE
47. The Customer will be liable for any act, omission, or failure to fulfill its obligations under the Agreement if such act, omission or failure arises from any cause reasonably beyond its control including but not limited to acts of God, strikes, lockouts, epidemics, government action after the date of the Agreement, fire, communication line failures, power failures, export control non-authorisations, earthquakes or other disasters (called "Force Majeure") provided that Force Majeure shall not apply to the Customer's obligation to pay any of the Charges.

CONFIDENTIALITY
48. The Customer must keep confidential all information disclosed by CommsAudit and which is noted to be confidential, or which a reasonable person would understand to be confidential because of its content.

INTELLECTUAL PROPERTY RIGHTS INDEMNITY
50. Subject always to clauses 35 to 41, CommsAudit agrees to indemnify the Customer from and against any claim, suit, action or proceeding (collectively called "Action") brought against the Customer to the extent that such Action is based on a claim that the Software infringes any intellectual property right including patent, copyright, trade secret or other proprietary right (collectively called "Intellectual Property") provided that:

a. the Customer fully co-operates with CommsAudit in defending or settling the Action;

b. CommsAudit is notified promptly in writing by any Action by the Customer and is given complete authority and information required for the conduct of the defence or settlement of the Action; and

c. CommsAudit shall have the sole control of the conduct of all Actions and all negotiations for its settlement, compromise or resolution.

51. CommsAudit shall have no liability to indemnify the Customer against any Action under any of these Actions as it is in the reasonable opinion of CommsAudit such Action will not be liable for any act, omission, or failure to fulfill its obligations under the Agreement if such act, omission or failure arises from any cause reasonably beyond its control including but not limited to acts of God, strikes, lockouts, epidemics, government action after the date of the Agreement, fire, communication line failures, power failures, export control non-authorisations, earthquakes or other disasters (called "Force Majeure") provided that Force Majeure shall not apply to the Customer's obligation to pay any of the Charges.

INTERPRETATION OF AGREEMENT
52. Any question as to the meaning of any of the terms of the Agreement shall be decided by reference to the ordinary meaning of the word or expression when used in the Agreement and in any event shall be determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance thereunder (including the Guidance Note and section 5 of the Act for the purposes of clauses 56 to 59 of a person associated with the Customer includes but is not limited to any sub-contractor of the Customer.

MISCELLANEOUS
62. Notices: Any notice given in connection with the Agreement must be in writing and must be left at or sent by first-class post or prepaid post addressed to a party at the registered office or principal place of business for the time being or at such other address as the parties to the Agreement may from time to time notify each other of in writing. A notice is deemed to be given 48 hours after it is posted by first-class post. Notices may also be given by fax, electronic mail or any similar means of transmission (including recorded delivery or the posting of a notice on the internet) and (unless it is, in the case of a notice being sent by facsimile to the business day following the day of dispatch and in the case of any notice by electronic mail, two days after the day of dispatch). A notice is deemed to be given for the purposes of any of the terms of the Agreement to the extent that it has been served on that party at the address.

63. Waiver: The non-exercise or delay in exercise of any power or right or part does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other right or power. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

64. Assignment: The Customer must not assign or all of any of its rights under the Agreement without the prior written consent of CommsAudit, which may be withheld at CommsAudit's absolute discretion.

GOVERNING LAW: The Agreement will be governed by the laws of England and the parties submit to the jurisdiction of the English courts.