

Terms & Conditions

1. DEFINITIONS

- 1) '**GDPR**' means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.
- 2) '**EU**' means the European Union.
- 3) '**Dept679**' means Dept679 Ltd, registered in England and Wales No. 06531828.
Registered office: Old Landscore House, Alandale Road, Teignmouth, Devon, TQ14 8NW.
- 4) '**client organisation**' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, to whom **Dept679** agrees to provide services for a consideration.
- 5) '**Order Form**' is the **Dept679** Order Form which forms and integral part of this **agreement**.
- 6) '**agreement**' means this agreement between **Dept679** and the client organisation for the provision of services, as defined on the **Order Form**.
- 7) '**term**' is the term of this agreement and will start on the date of this agreement and remain in full force and effect until either 36 or 60 calendar months as defined on the **Order Form**.
- 8) '**initial monthly fee**' is the consideration that shall be paid by the **client organisation** to **Dept679** every calendar month of a value as defined on the **Order Form**.
- 9) '**cost of living adjustment**' is an adjustment to the value of monthly fee to account for changes in the cost of living during the **term** of this **agreement**.
- 10) '**actual monthly fee**' is the **initial monthly fee** as adjusted by the **cost of living adjustment**.

2. GOVERNING LAW & JURISDICTION

- 1) This **agreement** is governed by and shall be construed in accordance with the laws of England.
- 2) The parties submit all their disputes arising out of or in connection with this **agreement** to the exclusive jurisdiction of the courts of England.

3. ENTIRE AGREEMENT

- 1) This **agreement** constitutes the entire **agreement** between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.
- 2) Each party acknowledges that in entering into this **agreement** it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this **agreement**.
- 3) No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this **agreement**.
- 4) Each provision, requirement or exclusion contained in this **agreement** shall be severable and shall subsist notwithstanding the inapplicability or unenforceability of any other terms contained herein.
- 5) Changes to this **agreement** shall be valid and effective only if made in writing and signed by both parties.

4. ADEQUACY OF SERVICES

- 1) Services provided are deemed adequate at the time of delivery, taking account of the state of the art, case-law and guidance from regulators and other bodies.
- 2) Adequacy is determined at the sole discretion of **Dept679**.
- 3) Adequacy is reviewed regularly to reflect changes in the state of the art, case-law and guidance from regulators and other bodies.

5. LIABILITY

- 1) Any liability of **Dept679** in respect of this **agreement** shall be limited to the value of the invoice or invoices raised by **Dept679** against the **client organisation** in respect to this **agreement**.

6. COST OF LIVING ADJUSTMENT

- 1) **Dept679** will adjust the **initial monthly fee** during the **term** of this **agreement** to reflect changes in the cost of living.
- 2) **Dept679** will notify client organisations of any **cost of living adjustment** 45 calendar days before the adjustment to the **actual monthly fee** becomes applicable.
- 3) The **cost of living adjustment** shall be CPI as calculated by the Office for National Statistics on the 1st April preceding the **cost of living adjustment**.
- 4) Each **cost of living adjustment** will be applied at each anniversary of commencement of this **agreement**.
- 5) The **cost of living adjustment** is cumulative.

7. ACTUAL MONTHLY FEE

- 1) The **client organisation** undertakes to pay the consideration of the **actual monthly fee** to **Dept679**.

8. CANCELLATION

- 1) It is important to understand most of the costs borne by **Dept679** are front loaded, while the **Dept679** service is designed to spread the entire cost over the lifetime of the **agreement**. This means any early **cancellation** needs to fairly reflect the distribution of costs incurred in the provision of the service. Despite this challenge, **Dept679** wishes to ensure each **client organisation** has control over **cancellation** of this **agreement**.
- 2) The **client organisation** may cancel this **agreement** by notifying **Dept679** in writing.
- 3) The **cancellation** notice period is 30 calendar days.
- 4) **Dept679** will calculate any **balancing sum** due and notify the **client organisation** within 5 working days of receiving the **cancellation** notice.
- 5) The **client organisation** undertakes to pay any **balancing sum** to **Dept679** within the **cancellation** notice period.

9. BALANCING SUM

- 1) Future values of the **actual monthly fee** will be fixed at the value of the **actual monthly fee** in force at the end of **cancellation** notice period.
- 2) Total Agreement Value = **actual monthly fee** MULTIPLIED BY months in this agreement, as defined on the **Order Form**.
- 3) Initial Costs Incurred = 60% of Total Agreement Value.
- 4) Total Monthly Fees = 40% of Total Agreement Value.
- 5) Monthly Fees Incurred = Total Monthly Fees
- 6) Monthly Value Used = Monthly Value MULTIPLIED BY number of whole or part calendar months between the start of the **term** of this **agreement** and the date the cancellation notice period ends.
- 7) Payments Received = sum of all payments received by **Dept679** from the **client organisation** in respect to this **agreement**.
- 8) Balancing Sum = Initial Value Used PLUS Monthly Value Used MINUS Payments Received.