



Lanmark Project Terms and Conditions

VERSION 1.0



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Project Terms of Service

Introduction

These Project Terms and Conditions ("Project Terms") set out the terms and conditions upon which Lanmark Limited ("Supplier" or "Lanmark") provide Managed Services to the Customer (as identified in the Account Application Form) and are governed by the Master Services Agreement set out at lanmark.com/terms-of-business ("MSA").

These Project Terms together with the MSA, the Account Application Form, the applicable Order Form(s), Quote, other applicable Additional Conditions and any other documents agreed between the Parties, constitutes the entire agreement between the Parties in relation to the supply of the Services by Lanmark.

Definitions and interpretation:

1. Except as defined in these Project Terms, all capitalised terms used in these Project Terms shall have the meaning given to them in the MSA.
2. The terms set out in these Project Terms are in addition to and should be read in conjunction with the terms of the MSA.
3. In the event of a conflict, the provisions of these Project Terms shall take precedence over the MSA.

1. Commencement Date

These services will commence on the start date stated on the Authorised Order Form or Project Statement of Works or on receipt by Lanmark of the first payment due under payment terms and conditions as stated in the Customers General Terms and Conditions.

2. Sub-Contract

Lanmark may sub-contract work with the Customer's approval not to be unreasonably withheld but Lanmark shall nevertheless remain primarily responsible to the Customer for the carrying out of the Project.

3. Additional Works

- 3.1. Lanmark and the Customer may agree from time to time that additional work (the "Additional Works") not envisaged in the original Project is required. Such Additional Works and the amounts to be paid to Lanmark in consideration of carrying out the Additional Works shall be agreed between Lanmark and the Customer in writing prior to the commencement of such Additional Works.
- 3.2. In consideration of Lanmark carrying out the Additional Works, Lanmark shall after completion of the Additional Works add the amounts agreed in accordance with 3.1 below to the next invoice due under Schedule II unless otherwise agreed between Lanmark and the Customer in writing.

4. Variation of the Project

- 4.1. During the currency of the Agreement, where Lanmark becomes aware that third party manufacturers or suppliers of software (the "Software") or hardware (the "Hardware") identified in Schedule I for implementation under the Project may cease to support or announce that they will cease to support or withdraw from sale or issue a patch to or new release or version of any of the Software or Hardware Lanmark shall as soon as practical advise the Customer of such event and its implications for the Project and any changes to the specification of the Project which become necessary or desirable for the completion of the Project.
- 4.2. Where in the opinion of Lanmark such changes are necessary for the completion of the Project, Lanmark shall notify the Customer in writing of the nature of the changes and the effect of failing to make the changes and any increase in the cost of the Project and/or time required to complete the Project resulting

from implementing the changes and unless otherwise agreed in writing, the Customer shall within 3 days of notification by Lanmark either:

4.2.1. Agree to the changes and any increase in cost and/or time required to complete the Project; or

4.2.2. Terminate the agreement in accordance with General Terms and Conditions.

4.3. Where in the opinion of Lanmark such changes are desirable, Lanmark shall notify the Customer in writing of the nature of the changes and the effect of the changes and the effect of failing to implement the changes and any increase in the cost of the Project and/or the time required to complete the Project resulting from implementing the changes and the Customer may, in its sole discretion agree to or refuse to agree to the changes and notify Lanmark in writing of its decision within the period mentioned in 4.2 above.

5. Completion.

5.1. The Project shall be deemed to be complete upon written notification to the Customer by Lanmark that all the work constituting the Project as varied from time to time in accordance with this agreement has been carried out provided that Lanmark receives no written notification from the Customer within the Bedding Down Period, being two weeks after the Acceptance Criteria as agreed between Lanmark and the Customer and that the Customer is not satisfied that the Project is complete to its reasonable satisfaction.

5.2. In the event that Lanmark receives notification within the Bedding Down Period that the Customer is not reasonably satisfied that the project is complete Lanmark and the Customer will use their best endeavours to establish the cause of any dissatisfaction and the actions necessary to satisfy the Customer. Lanmark having carried out the actions necessary, will again notify the Customer in accordance with 5.1 above and a further Bedding Down Period (the "Second Bedding Down Period") will commence.

5.3. Unless otherwise agreed by Lanmark and the Customer, if the Customer notifies Lanmark during the Second Bedding Down Period that the Customer is still not reasonably satisfied that the Project has been completed, Lanmark and the Customer will use their best endeavours to establish the cause of the dissatisfaction and the actions necessary to satisfy the Customer. Lanmark having carried out the actions necessary, will again notify the Customer in accordance with 5.1 above and a Final Bedding Down Period (the "Third and Final Bedding Down Period") will commence. At the end of the Final Bedding Down Period the Project will be deemed complete.

6. Post Completion Responsibility

Lanmark will use reasonable endeavours to ensure that the Customer has the benefit of any warranties given by the original suppliers of any Hardware or Software. In addition, Lanmark will rectify any misconfiguration of the systems it has supplied, installed or configured that give rise to malfunctions of those systems as soon as reasonably practical. Subject to this unless otherwise agreed in writing by Lanmark and the Customer, Lanmark shall have no responsibility whatsoever for the continuing operation of the Hardware or Software supplied and/or installed and/or configured or reconfigured by Lanmark especially in but not limited to circumstances where any hardware or software (whether supplied or installed or configured or reconfigured by Lanmark or not) has been moved, reconfigured, reinstalled added to or otherwise adjusted or misused in any way that, in the sole opinion of Lanmark, has or would have any adverse impact on operation.

7. Liability

7.1. Neither party shall be liable to the other whether for breach of this Agreement, in tort, or on any other basis of legal liability whatsoever for consequential or indirect loss or damage such as but not limited to loss of profits, contracts or revenue, loss of use or the ability to make savings or any other economic loss.

7.2. The aggregate liability of Lanmark under the Contract shall not exceed the total of all sums paid to Lanmark hereunder.

7.3. Nothing in this clause shall be taken to exclude the liability of either party for personal injury or death resulting from the other party's negligence.