1. Definitions

1.1. In these terms and conditions (“Terms”) the following terms shall have the following meanings:

“Agreement” and “this Agreement" means these Terms, the Quote, and the Schedules;

“Client” means the Client of the Services as identified in the Quote;

“Commencement Date” means the commencement as set out in the Quote;

“Data Protection Legislation” means the General Data Protection Regulation (and any legislation implemented in connection with the General Data Protection Regulation), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time and any other applicable laws relating to the processing of Personal Data;

“Equipment” means the equipment described in the Quote;

“Equity Date” means the last day of the Term;

“Charges” means those Charges payable for the Services and Equipment set out in the Quote;

“General Data Protection Regulation” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

“Industrial Property Rights” or “IPRs” means industrial and intellectual property rights, data associated with the Services and/or the Equipment, know how, processes and confidential information including patents, trade marks, designs (whether registered or not) and copyright in any part of the world including in drawings, plans, specifications, designs and computer software;

“Location” means the location at which the Service will be provided as set out in the Quote;

“Personal Data” has the meaning given to that term in the Data Protection Legislation in force from time to time;

“MAG’s Operational Policies” means MAG’s modern slavery and human trafficking, corporate and social responsibility, data and privacy, ethics and anti-bribery, and such other policies in force from time to time;

“Quote” means the document setting out the quote and service detail provided by the MAG IT Team forming part of the Agreement;

“Schedule” means the schedules attached to these Terms and the Quote and forming part of the Agreement;

“Services” means the IT services procured by the Client under this Agreement as identified in the Quote and described in the Quote;

“Term” means the period starting on (and including) the Commencement Date and ending, unless otherwise specified in the Quote on termination in accordance with clause 6 of these Terms;

“Termination Date” means the date upon which this an individual Service or this Agreement terminates for any reason whatsoever;

“VAT” means value added tax;

“working day” means a day on which clearing banks in the City of London are open for business excluding Saturdays, Sundays and Bank Holidays.

1.2. Unless stated otherwise words and phrases in the Quote and Schedules shall bear the same meanings as are set out in these Terms.

1.3. Any phrase introduced by the terms include, including, particularly or in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4. Any reference to any legislation or legislative provision shall be construed as a reference to that legislation or provision as amended, re-enacted or extended at the relevant time.

1.5. References to any party to this Agreement include its successors-in-title and permitted assigns.

2. Services

2.1. MAG will subject to these Terms:

2.1.1. provide to the Client the Services; and

2.1.2. provide the Client with the Equipment.

2.2. MAG will perform the Services and provide the Equipment:

2.2.1. materiality in conformity with all descriptions and specifications provided to the Client by MAG;

2.2.2. in accordance with: (i) all applicable laws from time to time in force and; (ii) MAG’s Operational Policies; and

2.2.3. using reasonable skill and care, and suitably qualified and experienced personnel.

2.3. If the Client requires MAG to perform Implementation Services in respect of the any of the Services identified in the Quote, MAG shall perform those Implementation Services in accordance with this clause 2.

2.4. If the Implementation Services are not already described in the Quote, MAG shall prepare and deliver to the Client an implementation plan identifying any milestone dates and Client responsibilities within a reasonable time of the start date for the relevant Services.

2.5. If the Client does not agree any part of the implementation plan, the Client shall inform MAG in writing of its reasons with proposed variation(s). MAG shall, to the extent it accepts the Client’s proposed variation(s), update the implementation plan and shall re-submit a revised implementation plan to the Client within 10 working days of the date of the Client’s notice of proposed variation(s). If the parties are not able to agree on the implementation plan for a category of Services either party shall be entitled to terminate the provision of that category of the Services.

2.6. MAG shall perform each of the tasks identified in the Implementation Plan by the milestone date (if any) assigned to that task in the Implementation Plan.

2.7. MAG shall co-operate with the Client in connection with the transition and migration of any of the Clients systems or data to MAG so as to enable an effective launch of the Services associated with the implementation plan with minimal disruption to the Client’s business.

2.8. The Client shall identify a Client Services Manager and individuals in its Client Services Team and MAG shall identify a MAG Services Manager and individuals in its MAG Services Team who together shall be responsible for facilitating effective co-operation between the parties during the performance of the Implementation Services and following the specified go-live date for the Services.

2.9. Each party shall notify the other if it replaces its Services Manager and/or any of its Services Team, and shall take account of any representations from the other party in respect of any such replacement.

2.10. During the performance of the Implementation Services and following the specified go-live date for the Services the parties shall meet to discuss the same at least as often as is specified as the Services Manager Meeting Frequency in the Quote.

2.11. Throughout the Term of this Agreement, MAG shall be entitled at its entire discretion to effect and implement all such security measures as it reasonably considers appropriate to ensure, secure and/or maintain its provision of the Equipment and/or the Services.

3. Equipment

3.1. The Equipment provided to the Client is and remains the property of MAG. The Client shall obtain no rights in the Equipment. The Client shall be fully liable for any damage to the Equipment. The Client indemnifies and holds harmless MAG against any and all expenses, liabilities, losses, damages, claims, damages and proceedings in respect of any misuse, loss of or damage relating to or associated with the Equipment.

3.2. The Client shall in respect of the Equipment maintain up-to-date and adequate insurance cover [to full replacement value] with reputable insurers. The Client shall produce on demand by MAG documentary evidence of that insurance cover showing that all premiums are up-to-date.

3.3. The Client shall not make any alteration, attachments, copies or otherwise in respect of the Services and/or the Equipment.

3.4. If the Client relocates to any other Location, the Client shall be solely responsible for all costs associated with relocating the Equipment and the Services.

3.5. The Client shall be solely responsible for the payment of all utilities [including electricity, water, and business rates] and other outgoings in respect of the Equipment and the Services.

4. Client obligations

4.1. The Client shall:

4.1.1. co-operate with MAG in all matters relating to this Agreement and appoint a suitably qualified and experienced IT Services Manager, who shall have the authority to commit the Client on all matters relating to the Services;

4.1.2. provide, in a timely manner, such information as MAG may request in order to prepare and carry out the Services and ensure that all information the Client provides is accurate, complete and up-to-date;

4.1.3. provide such access to the Client’s premises and data as may reasonably be required by MAG for the purposes of the Services;

4.1.4. obtain and maintain all licences, consents, permissions and other authorities required for the receipt and use of the Services and/or the Equipment;
4.1.5. enter into and maintain such agreements with third party suppliers (including software and hardware vendors, and MAG’s associated support and maintenance services) as MAG notifies the Client are necessary for the effective receipt and use of the Services and/or the Equipment;

4.1.6. if required by MAG transfer, assign or novate to MAG any third party contract the Client has in place for the provision of any services the Services procured under this Agreement are intended to replace or supplement, or if such transfer, assignment or novation is not possible appoint MAG to manage the relationship with the relevant third-party contractor on the Client’s behalf;

4.1.7. comply with those of MAG’s Operational Policies that MAG notifies it are required for the effective provision of the Services and/or Equipment herein by reasonable, orderly, professional and business-like manner;

4.1.8. comply with MAG’s requests in respect of the Services and Equipment;

4.1.10. pay all of its expenses of and incidental to the use of the Services and/or the Equipment;

4.1.11. at the request of MAG stop using the Services and/or the Equipment where MAG identifies it is necessary to do so to protect the ongoing effective supply of the Services and/or the Equipment;

4.1.12. indemnify MAG against any and all expenses, liabilities, losses, demands, costs, claims, damages and proceedings in respect of any misuse, loss of or damage relating to its breach of this clause 4;

4.1.13. not obtain and/or attempt to obtain any rights or otherwise in any Industrial Property Rights of MAG and/or any third party associated with the Services and/or the Equipment and other than as explicitly stated no licence, right to use, or other right in respect of such rights is granted by the Agreement;

4.1.14. indemnify and keep indemnified and hold harmless MAG against any and all expenses, liabilities, losses, demands, costs, claims, damages and proceedings in respect of any misuse, loss of or damage by Client, its agents and employees and any third party to whom Client allows access, use, review and/or analysis of the Services and the Equipment, to any Industrial Property Rights of MAG and/or any third party associated with the Services and/or the Equipment.

4.2. The Client shall not provide, permit or allow any third-party access to or use of the Services and/or Equipment without the prior written consent of MAG.

4.3. If MAG would have provided, or procured the provision of, the Services in accordance with this Agreement, but has failed to do so as a result of the Client’s failure (in whole or in part) or delay in complying with any of the Client’s responsibilities set out in this clause 4 ("Client Default"), MAG shall, subject to compliance with clause 4.3, have the rights and relief set out in clause 4.4.

4.4. MAG shall notify the Client promptly on becoming aware that a Client Default has arisen which is having, or which is likely to have, an adverse impact on the ability of MAG to perform the Services.

4.5. MAG shall:

4.5.1. use reasonable endeavours to continue to provide the affected Services in accordance with this Agreement; and

4.5.2. be entitled to be paid for the provision of the Services affected by the Client Default together with any additional proven and unmitigated costs which directly relate to such Client Default.

5. Charges

5.1. The Client shall pay the Charges in accordance with the terms set out in the Quote.

5.2. All sums payable under this Agreement are exclusive of VAT which will be added at the relevant rate from time to time where applicable and will be payable by the Client.

5.3. All payments shall be made in favour of such payee as MAG and/or its third-party representative(s) may specify from time to time by notice to the Client.

5.4. All payments to be made pursuant to this Agreement shall be in Pounds Sterling and any costs of exchange from any other currency shall be met solely by the Client.

5.5. Unless otherwise specified in the Quote all payments due under this Agreement are payable within 30 days of the date of invoice.

5.6. In the event of late payment, MAG reserves the right to charge interest on amounts overdue for a period in excess of 30 days at a rate being 4% over the base rate from time to time of Barclays Bank plc.

5.7. MAG may increase the Charges on an annual basis with effect from each anniversary of the date of this Agreement by the greater of: (i) 5%; or (ii) in line with the percentage increase in the Retail Prices Index in the preceding 12-month period (based on) the latest available figure for the percentage increase in the Retail Prices Index, and the first such increase shall take effect on the first anniversary of the date of this Agreement. Any such increase shall automatically apply to the next invoice.

6. Term and Termination

6.1. This Agreement shall, subject to sub-clauses 6.2, 6.3 and 6.4, be for the Term and shall continue until either party terminates the Agreement by serving on the other 3 months’ written notice.

6.2. Either party may terminate any Service(s) individually or this Agreement with immediate effect by giving written notice:

6.2.1. if the other party commits a material irreparable breach of this Agreement;

6.2.2. if the other party enters into liquidation or if a receiver, administrator, or administrative receiver is appointed in respect of the other party or any of the assets of the other party;

6.2.3. if the other party makes any assignment or composition with any of its creditors;

6.2.4. if any payment due to from the other is more than 14 working days overdue;

6.2.5. if any change occurs in the ownership or control of the other party such that it is reasonably likely that the party undergoing such change will not be able to comply with its obligations under this Agreement (which, with respect to the Client, shall be deemed to include any situation where its credit rating reduces following any such change).

6.3. Either party may terminate any Service(s) individually or this Agreement on 5 days’ written notice if the other party fails to cure a remediable breach (25 days’ written notice of such breach having first been given, together with what steps are required to remedy such breach).

6.4. Where MAG has a right to terminate under clause 6.2 or 6.3, MAG may choose (without prejudice to its right to terminate) to suspend the provision of the Services immediately without notice, including prior to the expiry of any remedy period. MAG may choose to reinstate the Services at its sole discretion.

7. Termination consequences

7.1. On the Termination Date the Client undertakes with respect to the individual Service(s) terminated or all Services, as applicable:

7.1.1. to cease using the Services and/or the Equipment;

7.1.2. not to hold out itself as being able to use the Services and/or the Equipment;

7.1.3. to return to MAG the Equipment and pay to MAG all costs reasonably incurred in the removal of any Equipment by MAG or discontinuing use, or removal, of any infrastructure.

7.2. Termination of individual Service(s) or this Agreement by either party shall not affect any rights or remedies for any antecedent breach, nor sums due or falling due and that arose prior to termination.

7.3. Where MAG terminates individual Service(s) or the Agreement pursuant to clause 6.2 or 6.3 the Client shall pay any remaining Charges due to the Expiry Date as on the Termination Date.

7.4. Where MAG terminates individual Service(s) or the Agreement pursuant to clause 6.2 or 6.3 it may require the Client to accept an assignment, transfer or novation of any third-party contract entered by MAG to support the provision of the relevant Services and which continues beyond the Termination Date. Where such assignment, transfer or novation is not possible under the terms of the third-party contract or where the Client refuses to take such steps as are necessary to achieve the same, MAG may terminate the relevant third-party contract, and the Client will be responsible for any costs associated with such termination.

7.5. Where the Client terminates the individual Service(s) or Agreement pursuant to clause 6.2 or 6.3 MAG shall reimburse any Charges pre-paid in respect of any period after the Expiry Date.

7.6. Clauses 3.1, 4, 7, 8, 11 and 13 shall continue in force notwithstanding termination or expiry of this Agreement for any reason.

8. General

8.1. No implied warranties, etc: Save as explicitly set out in this Agreement, MAG does not give any warranties, representations, undertakings or otherwise in respect of the Services and/or Equipment, or otherwise.

8.2. Force majeure: No failure or omission by either party to carry out or observe any terms of the Agreement, shall, except in regard to obligations to make payments, hereunder, give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from any matter beyond the reasonable control of that party including any:
act of God; (ii) strike, lock out or other industrial actions or trade disputes (whether involving employees of the party in question or of a third party); (iii) war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, act of vandalism; (iv) lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems; (v) import or export regulations or embargoes; (vi) difficulties in or inability to obtain raw materials, labour, fuel, parts or machinery; (vii) power failure or explosion, fault or failure of any plant and apparatus; or (viii) governmental restraint, act of Parliament, other legislation, by-law, prohibition, measure or directive of any kind of any governmental, parliamentary, local or other competent authority; provided in each case that lack of funds or a wilful act or omission shall not be interpreted as a cause beyond the reasonable control of that party ("force majeure"). The party so affected by the force majeure shall notify the other party of it as soon as reasonably practicable giving the type of force majeure event and the likely duration of its effect on the affected party.

8.3 Governing law and jurisdiction: The Agreement and any dispute arising out of or in connection with it is subject to and shall be interpreted under and governed by English Law and the parties shall submit to the exclusive jurisdiction of the English courts.

8.4 Headings to clauses do not form part of these Conditions and/or the Agreement.

8.5 No partnership: Nothing in this Agreement shall operate to appoint the Client as partner, agent, or joint venturer of MAG, and the Client shall not represent itself as such, or hold itself out as having any power or authority to incur any obligations on the part of MAG.

8.6 No 3rd party rights: MAG and the Client agree that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.7 Excluded liability: The Client agrees that MAG will not be liable to it and/or any third party for any: (a) consequential or incidental damages; (b) lost profits, revenue, or business; (c) loss of privacy; (d) loss or diminution of good will; (e) failure to meet any duty (including any duty of good faith) not explicitly set out in this Agreement; (f) or for any indirect, special or punitive damages whatsoever.

8.8 Non-Excluded liability: Nothing in the Agreement excludes either party’s liability for:

8.8.1 death or personal injury caused by its negligence; and
8.8.2. any fraud or fraudulent misrepresentation made by that party.

8.9 Maximum liability: Without prejudice to clauses 8.1, 8.7 and 8.8 the maximum aggregate liability of MAG to the Client pursuant to this Agreement in each one year period calculated from the Commencement Date shall be the Charges paid by the Client to MAG pursuant to this Agreement in that year.

8.10 Industrial Property Rights Ownership: Subject to clauses 8.11 and 8.12:

8.10.1. the Client shall not acquire any right, title or interest in or to the IPRs of MAG or its licensors;  
8.10.2. MAG shall not acquire any right, title or interest in or to the IPRs of the Client or its licensors;  
8.10.3. Where either party acquires, by operation of law, title to IPRs of the other referred to in this clause 8.10, and this acquisition is inconsistent with the specified allocation of title, the acquiring party shall assign such IPRs to the other party on the request of the other party, whenever that request is made.  
8.11. MAG Industrial Property Rights Licensing: MAG grants to the Client, or shall procure the direct grant to the Client of, a royalty-free, non-exclusive, non-transferable licence to use MAG’s IPR during the Term to the extent necessary to have the benefit of the Services and/or Equipment.

8.12 Client Industrial Property Rights Licensing: The Client grants to MAG a royalty-free, non-exclusive, non-transferable licence during the Term to use the Client IPRs to the extent necessary for performing the Services in accordance with this Agreement.

8.13 Effect of termination on Industrial Property Rights Licences: In the event of the termination or expiry of this Agreement, the licences referred to in clauses 8.11 and 8.12 shall terminate automatically and each party shall deliver to the other all material licensed to it under those clauses in its possession or control.

9. Assignment and sub-contracting

9.1 The Agreement and the rights and obligations arising under it are personal to the Client, and the Client shall not assign, delegate, sub-contract, transfer or novate any or all of such rights or obligations without the prior written consent of MAG (and if MAG gives such consent the Client shall comply with any conditions to which the consent is subject).

9.2. MAG may assign, delegate, sub-contract, transfer or novate any or all of its rights or obligations under this Agreement provided that:

9.2.1. in the case of sub-contracting it remains liable under this Agreement for the performance of the sub-contracted Services; and

9.2.2. it considers, acting reasonably, that the assignee, delegate, sub-contractor, transferee or novatee is capable of exercising the rights and performing the obligations under this Agreement in a manner consistent with the standard ordinarily achieved by MAG.

10. Entire Agreement and Conflict

10.1. The Agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between the parties and it may only be subsequently varied or amended in writing as agreed by both parties.

10.2. Where there is at any time any conflict or inconsistency between any of the provisions in the Schedules, the Quote and/or these Terms then these Terms shall prevail other than to the extent the Quote explicitly varies any of the provisions of these Terms or the Schedules, in which case the Quote shall prevail for that explicit variation.

11. Notices

11.1. All communications between the parties with respect to the Agreement shall:

11.1.1. be delivered by hand or sent by post to the address of the addressee as set out in the Quote, or to such other address as the addressee notifies from time to time for the purpose and in accordance with this clause; or

11.1.2. be sent by email transmission to the email address stated in the Quote or as notified from time to time for the purpose and in accordance with this clause.

11.2. Communications shall be deemed to have been received:

11.2.1. if sent by post three working days after posting;  
11.2.2. if delivered by hand on the day of delivery or if delivered at least two hours before the close of business hours on a working day, and otherwise on the next working day; or

11.2.3. if sent by email at the time of transmission if received at least two hours before the close of business hours on a business day, and otherwise on the next working day.

11.3. For this purpose, “business hours” means between the hours of 0900 and 1800 GMT.

12. Waiver

Waiver by MAG of any breach of the Agreement by Client by MAG shall not prevent subsequent enforcement by it nor be deemed to be a waiver of any subsequent breach.

13. Confidentiality

13.1. The Client shall not disclose the terms of this Agreement or otherwise any information designated by MAG as “confidential information” to any third party without the prior written consent of MAG except as may be provided in clause 13.2.

13.2. The provisions of this clause shall not apply to:

13.2.1. any information in the public domain otherwise than by breach of this Agreement;  
13.2.2. information proven (by the receiving party) to be in the possession of the receiving party before such disclosure to a third party;  
13.2.3. where disclosure of such information is required by law or any regulatory authority;  
13.2.4. where disclosure is to professional advisers of either MAG or the Client (as the case may be).

14. Data protection

14.1. The parties acknowledge that during the term of this agreement in connection with the provision of the Services MAG may act as processor and be required to process Personal Data on behalf of the Client as controller. A description of the Personal Data and the processing activities undertaken by MAG is set out in the Quote. The rights and obligations of the Client in connection with the data processing activities are set out in this clause 14.2.

14.2. To the extent that MAG processes Personal Data on behalf of the Client in connection with this agreement, MAG shall:

14.2.1. solely process the Personal Data for the purposes of fulfilling its obligations under this Agreement and in compliance with the Client’s written
instructions as set out in this Agreement and as may be specified from time to time in writing by the Client;

14.2.2. notify the Client immediately if any instructions of the Client relating to the processing of Personal Data are unlawful;

14.2.3. not transfer or access any Personal Data from a country outside the European Economic Area without the prior written consent of the Client (and for these purposes the Client consents to the Company transferring to and accessing the Personal Data in the United Kingdom if it ceases to be a member of the European Economic Area at any time);

14.2.4. comply with the Client’s instructions in relation to transfers of Personal Data to a country outside the European Economic Area unless MAG is required in pursuit of applicable laws to transfer Personal Data outside the European Economic Area, in which case MAG shall inform the Client in writing of the relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest;

14.2.5. ensure that any persons used by MAG to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;

14.2.6. not engage any sub-contractor to carry out any processing of Personal Data without the prior written consent of the Client, provided that notwithstanding any such consent MAG shall remain liable for compliance with all the requirements of this agreement including in relation to the processing of Personal Data (and for the purposes of this clause the Client consents to the transfer of Personal Data to any third party supplier of Equipment and/or Services engaged by MAG in their provision);

14.2.7. ensure that obligations equivalent to the obligations set out in this clause 14 are included in all contracts between MAG and permitted sub-contractors who will be processing Personal Data;

14.2.8. take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the General Data Protection Regulation;

14.2.9. taking into account the nature of the data processing activities undertaken by MAG provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisations measures) to enable the Client to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;

14.2.10. maintain a record of its processing activities in accordance with Article 30(2) of the General Data Protection Regulation;

14.2.11. assist the Client in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation taking into account the nature of the data processing undertaken by MAG and the information available to MAG, including (without limitation):

14.2.12. provide information and assistance upon request to enable the Client to notify data security breaches to the Information Commissioner and/or to affected individuals;

14.2.13. provide input into and carrying out data protection impact assessments in relation to MAG’s data processing activities;

14.2.14. ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by MAG in connection with this agreement meets the requirements of the General Data Protection Regulation and ensures protection of the rights of individuals under the General Data Protection Regulation;

14.2.15. notify the controller in writing within one business day if:

14.2.15.1. MAG or any sub-contractor engaged by or on behalf of the controller suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

14.2.16. MAG or any sub-contractor engaged by or on behalf of the controller receives any data security breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party’s compliance with the Data Protection Legislation, and in each case MAG shall provide full co-operation, information and assistance to the Client in relation to any such data security breach, complaint, notice or communication;

14.2.17. upon termination of this agreement, at the choice of the Client, delete securely or return all Personal Data to the Client and delete all existing copies of the Personal Data unless and to the extent that MAG is required to retain copies of the Personal Data in accordance with applicable laws;

14.2.18. make available to the Client all information necessary to demonstrate compliance with the obligations set out in this clause 14 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Client or by the Information Commissioner’s Office pursuant to Article 58(1) of the General Data Protection Regulation provided for audits conducted by the Client, provided that: (i) MAG has first received 30 days’ notice of the Client’s intention to conduct such an audit; (ii) a scope of audit is agreed at least 10 days before anticipated start of audit; (iii) the audit is subject to MAG’s rights of commercial confidentiality and obligations of confidentiality owed to its other clients; (v) the Client is responsible for all costs associated with the conduct of audit; (v) the Client is responsible for procuring that all personnel engaged in audit sign suitable confidentiality agreements before having access to any of MAG’s facilities.

14.3. The parties acknowledge that:

14.3.1. the Information Commissioner and other regulators have not issued full guidance in relation to implementation of the General Data Protection Regulation;

14.3.2. the United Kingdom may leave the European Union during the term of this agreement, which may result in changes to the Data Protection Legislation.

14.4. In light of the factors set out in clause 14.2.18, the parties agree that if there are changes to the Data Protection Legislation or related guidance from regulators during the term of this agreement which require either party to take additional steps to enable compliance with their regulatory obligations, the parties shall review the provisions in clause 14 and shall negotiate in good faith to agree changes to clause 14 to enable compliance with updated Data Protection Legislation or related guidance from the Information Commissioner or other relevant regulators.

15. Anti-bribery

15.1. Each party warrants that it shall:

15.1.1. comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010;

15.1.2. have and maintain in place throughout the Term policies and procedures, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate;

15.1.3. ensure that all persons associated with it and other persons who are performing services or providing goods in connection with this Agreement on its behalf comply with clause 15.1.2 throughout the operation of this agreement;

15.1.4. immediately notify the other party if a foreign public official becomes an officer or employee or acquires a direct or indirect interest in it (and warrants that it has no foreign public officials as officers, employees or direct or indirect owners of the date at this agreement); and

15.2. The meaning of ‘foreign public official’ and whether a person is ‘associated with’ another person shall be determined in accordance with sections 6(5) and 6(6) of the Bribery Act 2010 and section 8 of that Act respectively.

16. Modern slavery and human trafficking

16.1. In performing its obligations under this Agreement, each party shall:

16.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations including the Modern Slavery Act 2015; and

16.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

17. Non-solicitation

17.1. Neither party shall (except with the prior written consent of the other) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services at any time during the Term or for a further period of 6 months after the Termination Date, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

17.2. If either party commits any breach of this clause 17, the breaching party shall, on demand, pay to the claiming party a sum equal to one year’s basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.