



Terms & Conditions of Business

1. Definitions and Interpretation

In these terms and conditions:

"Agreement" means these terms and conditions together with the Order Confirmation (if any).

"Client" means the person or persons who use the Services as set out in the Order Confirmation.

"the Client" and "You / Your" means the company, firm, person, persons, corporation or public authority using any of RGB's services and includes their successors or personal representatives.

"Client's Equipment" means any equipment including personal computers, laptop computers, projectors, display screens, cabling, facilities or tools owned or leased by the Client and located in the Premises.

"Commencement Date" where applicable means the date set out in the Order Confirmation or otherwise confirmed by RGB when Support & Maintenance Services will be available to the Client.

"Deliverable" means any item of Equipment, software or documentation identified by RGB as a Deliverable to be supplied by RGB.

"RGB" and "We/Us/Our" means RGB Solutions Ltd, a company incorporated in Scotland (Company Number SC270435) and with its registered office at The Matrix, 66 Newhaven Road, Edinburgh EH6 5QB.

"Equipment" means any equipment, machinery, parts, spares or other hardware to be provided under the Agreement.

"Initial Term" means in relation to Support & Maintenance Services a period of one year from the Commencement Date.

"Intellectual Property" means any patent, invention, copyright, database right, registered or unregistered design, trademark (whether registered or unregistered), trade name, logo, trade dress, know-how or other industrial or intellectual property right subsisting anywhere in the world, and applications for any of the foregoing, together with the goodwill thereon.

"Instruction" means the order from the Client for the Services.

"Maintained Products" means hardware software or peripheral products in respect of which Support & Maintenance is provided by RGB.

"On-site Support" means support & maintenance services at the Client's premises, as identified by RGB and detailed in the Order Confirmation (where applicable).

"the Order Confirmation" means the written confirmation of the Client's Instruction, in whatever form including email, sent to the Client by RGB which confirms acceptance of the Client's Instruction and/or sets out the Services to be carried out. Charges and such other specific contractual terms as may be appropriate.

"the Premises" means the Client's premises where the Services are being provided.

"Renewal Date" means the date one calendar year from the expiry of the Initial Term or a Successive Term as the case may be.

"Services" means the work undertaken or service provided by RGB.

"Support" means provision by RGB of one or more of the Services detailed in the Support & Maintenance Service Schedule, as confirmed by RGB in the Order Confirmation (where applicable).

"Support & Maintenance Schedule" or "SAMS" means the RGB document detailing the support/maintenance services available (if applicable).

"Successive Term" means a period of one calendar year in which the Agreement continues for successive periods following the Initial Term.

"Term" means in relation to Support & Maintenance Services a period of one calendar year.

"Telecoms Provider" means British Telecom or any other third party telecommunications provider.

"Warranty Period" means in the case of Equipment, a period of twelve months from the date of delivery or the balance of any manufacturer's warranty period if greater in any other case, a period of ninety days from the date of delivery.

"Working Day" means Monday to Friday and excludes public holidays.

"Writing" includes any written paper document, any fax and any email correspondence.

2. Conditions

2.1 Unless otherwise stated in writing all orders are accepted subject to these terms and conditions as stated herein and the Client by authorising or allowing work to proceed is deemed to have acknowledged this fact.

2.2 These terms and conditions should be read together with the Order Confirmation where applicable. If there is any conflict between the Order Confirmation and these terms and conditions, the provisions of the Order Confirmation shall prevail.

2.3 No variation to these terms and conditions shall be binding unless agreed to in writing between the authorised representatives of RGB and the Client.

2.4 RGB's employees, agents or sub-contractors are not authorised to make any representations concerning the Instruction or any other aspect of this Agreement unless such representations are confirmed by RGB. In entering into the Agreement the Client acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

2.5 RGB shall not unreasonably refuse to provide any additional services requested by the Client, subject to agreement between the parties as to the applicable terms and conditions, including charges.

3. Duration

Where Support & Maintenance Services are being provided by RGB, this Agreement shall commence on the Commencement Date and shall remain in force for the Initial Term. Following the Initial Term the Agreement will continue annually on a rolling basis subject to termination by either party in accordance with Clause 16 hereunder.

4. Client Obligations

4.1 The Client shall co-operate with RGB in all matters relating to the provision of the Services and, without prejudice to the foregoing generality, shall ensure that RGB is provided in good time with all information, decisions and/or approvals which RGB requires for provision of the Services and shall provide any additional assistance which RGB may reasonably require.

4.2 Where Services are to be provided at the Client's premises, the Client shall:

4.2.1 provide for RGB and its officers, employees, agents and sub-contractors in a timely manner and at no charge, access to such premises and other facilities, systems, data and material as may be reasonably requested by RGB;

4.2.2 be responsible as its own cost for preparing and maintaining the premises for the provision of the Services; and

4.2.3 inform RGB of all health and safety rules and regulations and any other reasonable security requirements that apply at any such premises.

4.3 RGB must be kept informed of any upgrades or third parties updating systems or software that may affect the Services provided.

4.4 If RGB's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client or any of its officers, employees, agents or sub-contractors RGB shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5. **Support**

5.1 RGB will provide support of the Maintained Products either remotely or at the Premises, in accordance with the SAMS and as identified in the Order Confirmation.

5.2 Support does not cover consumables or items guaranteed by Manufacturer.

6. Orders and Delivery

6.1 The Client shall state on placing an order for Equipment whether he requires RGB to arrange carriage and if so the delivery address. If the Client so requests RGB shall be entitled to arrange and procure carriage and insurance on behalf of the Client as RGB considers necessary and will be under no obligation to notify the Client thereof. The Client will be responsible for complying with all conditions and requirements of the carriers. Unless otherwise agreed by RGB delivery of the Equipment will be ex-works.

6.2 All times or dates given for delivery of Equipment are given in good faith and shall not be of the essence of this Agreement.

6.3 RGB shall give the Client notice when the Equipment is ready for delivery. If the Client refuses or fails to arrange collection or take delivery (as the case may be) of Equipment ordered within seven days of service of the notice then (a) the Client will bear the risk of any loss or damage to the Equipment after expiry of that time (b) RGB shall be entitled to immediate payment in full for the Equipment which is the subject of the order and (c) the Client shall in addition to the invoice price pay all costs of storage and any additional costs incurred as a result of such refusal or failure. RGB shall not be liable to the Client for any loss or damage to the Equipment caused by their storage.

6.4 RGB may make and the Client shall accept partial deliveries of Equipment ordered. Any failure by RGB to make any one or more deliveries in accordance with the Agreement or any claim by the Client in respect of any one or more deliveries shall not entitle the Client to treat the Agreement as a whole as repudiated.

7. Acceptance

7.1 The Client will accept the Equipment even if it is delivered late and late delivery will not entitle the Client to terminate the Agreement.

7.2 The Client shall inspect the Equipment as soon after delivery as is reasonably practicable and will notify RGB in writing of any shortage of supply deficiency of damage to the Equipment within five days of delivery. If the Client fails to comply with this clause RGB shall be under no legal obligation in respect of any alleged shortage, discrepancy or damage.

7.3 Any liability on the part of RGB for shortages, deficiencies or damaged Equipment shall be limited to replacing the missing or deficient items within a reasonable time and issuing a credit note. The Client shall promptly upon RGB's request return any Equipment which has been incorrectly delivered.

8. Risk

8.1 Risk in the Equipment leaves RGB's premises whether this be by way of collection by the Client or receipt by carriers (as the case may be) the risk in the Equipment shall pass to the Client who shall be solely responsible for the custody and maintenance thereof.

9. RGB's Duties

9.1 RGB shall exercise reasonable care and diligence in the performance of the Services, in accordance with the standards of a qualified and competent contractor experienced in carrying out work of a similar scope and complexity to the Services.

9.2 RGB shall use reasonable endeavours to provide the Services in accordance with all material respects with the Client's Instruction and the Order Confirmation (where applicable). Any time or times for the provision of the Services shall be an estimate only and time shall not be of the essence of the Agreement.

9.3 RGB shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises and that have been communicated to it. RGB shall not be liable under the Agreement if as a result of such observation it is in breach of any of its obligations under the Agreement.

9.4 In order to comply with its duty of care and any statutory duties, RGB reserves the right to at any time notify the relevant authority of any serious breach of any health and safety or protection legislation, regulation, order, rule or other legal requirement which RGB discovers in connection with the provision of the Services.

10. Specification and Performance

10.1 All drawings specification and technical documents issued by RGB at any time in relation to the Contract are issued solely for the Clients use in connection with the Equipment and shall not be copied, reproduced or communicated to any third party without RGB's express written agreement.

10.2 RGB reserves the right to alter or depart from any specification or design of any Equipment sold provided that such alteration or departure shall not to a material extent adversely affect the performance of the Equipment or the quality of the workmanship or the materials used.

10.3 Unless otherwise expressly agreed in writing any performance figures quoted or referred to in any specification or other document are estimates only based on assumed conditions in a well managed office with experienced adequate and efficient operators and appropriate services and proper use of satisfactory materials.

11. Warranties

11.1 We shall make good, by repair or at our election by the supply of a replacement, defects which, under proper use, appear in Equipment within the Warranty Period and which arise solely from faulty design, materials or workmanship.

11.2 We shall be under no liability in respect of any defects which arise due to fair wear and tear, negligence of the Client, abnormal working conditions, failure to follow our or where appropriate the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without our approval.

11.3 Any defect in or failure of the Equipment must be notified to RGB in writing as soon as practicable and in any event no later than five days after discovery.

11.4 Before returning the Equipment or any part thereof the Client must obtain a return authorisation number from RGB and details of RGB's returns procedure which must be fully complied with.

11.5 The Equipment or part to be returned must be delivered to RGB's premises in its original packaging together with supporting documentation showing full description of the alleged fault and quoting the relevant return number. In the event that the Client fails to comply with this requirement then RGB will be entitled to charge a 25% handling fee upon authorised return of the Equipment.

11.6 All delivery charges for carriage to and from RGB's premises must be paid by the Client.

11.7 Where parts only are returned RGB shall not be responsible for installing any such part after repair or exchange.

11.8 RGB may elect to carry out any repairs at the premises of the Client and if so selecting then the Client shall provide RGB's employees or agents with free access to the place of installation and free access to any services or facilities that may be required to repair the Equipment.

11.9 If it so elects RGB may require the Client to return the Equipment or part direct to the manufacturer for repair or exchange in which case such repair or exchange on the part of the manufacturer shall satisfy RGB's obligations under this clause 11.

11.10 The foregoing warranty shall only apply to any replacement Equipment or parts thereof supplied by RGB under this warranty for the balance of the warranty period applicable to the Equipment sold.

11.11 RGB gives no undertaking that the Equipment is fit for any particular purpose and the Client, having greater knowledge of his own requirements, relies entirely on his own skill and judgement in evaluating the suitability of the Equipment for his purpose.

11.12 RGB warrants that it will provide Services with reasonable skill and care. This warranty is the Company's only warranty relating to Services and no other warranty or condition, terms or undertakings, statutory or otherwise, express or implied, will apply.

11.13 Subject to the foregoing all conditions, terms and representations, express or implied by statute, common law, custom or usage in relation to the Equipment are hereby excluded and RGB shall be under no liability to the Client for any loss, damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of RGB, its employees or agents.

11.14 Without prejudice to the generality of Clause 11.13 hereof, we shall be under no liability in respect of any defects or damage arising out of circumstances beyond our control, including (without limitation) any damages caused by computer viruses or malware.

12. Returns

RGB shall be under no obligation to accept return of any Equipment other than as provided in Clause 11. If, notwithstanding RGB shall in any particular case agree return of Equipment which is not defective then it shall only do so in terms that (a) the Client shall pay a sum in respect of the costs so incurred by RGB equal to thirty-five per cent of the net invoice price subject to a minimum charge of 20 (b) the Client shall obtain a return authorisation number from RGB and comply with RGB's returns procedure and (c) the Equipment must be delivered to RGB's premises in its original packaging and with any accessories or cables which were originally supplied. The Client is entirely responsible for the packaging and transportation of such Equipment.

13. Telecommunications Equipment

13.1 When the Equipment supplied by RGB is to be used in conjunction with any Telecoms Provider's lines or apparatus then the following additional conditions shall apply: 13.1.1 The Telecoms Provider shall have the right to require modifications to be carried out to Equipment which is already installed and in use. Any modifications required will be carried out at the Client's expense; and

13.1.2 in no event shall RGB be liable for damages, loss or injury to the Telecoms Provider's equipment or personnel in connection with or arising out of the Client's act or neglect.

14. Charges and Payment

14.1 Payment of the Charges for the Equipment or Services is due immediately on delivery of Equipment or on completion of work, either by cheque, cash or BACS. Credit accounts can be opened in line with our normal credit terms and are subject to credit vetting procedure. Details are available on request. Payment in respect of support and maintenance services where these are applicable will be set out in the SAMS.

14.2 If credit terms have been agreed in writing by RGB payment shall be made in full without any deduction or set-off within 30 days from invoice date for Equipment supply or Service delivery and 14 days from invoice date for Support and Maintenance services unless otherwise agreed in writing by RGB payable under this Agreement at the rate applicable under the relevant regulations.

14.4 Unless otherwise specified in writing the Equipment are exclusive of carriage and are subject to RGB's right to require payment of delivery charges, insurance costs, customs duties, special handling charges and / or packaging charges as appropriate.

14.5 Unless otherwise agreed in writing RGB shall have the right at any time to revise prices to take into account increases in costs including (without limitation) costs of agreed changes in any taxes, duties, levies or exchange rates or costs arising as a result of site conditions, delays, interruptions, lack of information and any other factor beyond RGB's control.

14.6 The Client fails to make payment within the period specified in Clauses 14.1 or 14.2 (as applicable) then, without prejudice to any other right or remedy available to us, we shall be entitled to:

14.6.1 suspend performance of the Services; and/or

14.6.2 cancel the Agreement; and/or

14.6.3 charge you interest on the amount unpaid, at the rate of 4 percent per annum above the base rate from time to time of the Royal Bank of Scotland plc, calculated on a daily basis, until payment is made;

14.7. The Client shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due;

14.8 If the Client's cheque is returned by the bank as unpaid for any reason, the Client shall be liable for a "returned cheque" charge of £25.

15. Retention of Title (Lien)

15.1 Any equipment supplied shall remain the property of RGB until payment is made in full or all sums due under all contracts and/or agreements between RGB and the Client.

15.2 Until title passes to the Client under Clause 15.1 the following shall apply:

15.2.1 The Client shall hold the Equipment as bailee for RGB, store the same in such a way that it is can be identified as RGB's property and keep it separate from RGB's own property and the property of any other person;

15.2.2 If payment has been made in respect of the provisions of sub-Clauses 16.1.2, 16.1.3 or 16.1.4 shall apply RGB shall be entitled to recover the Equipment from the Client and for that purpose the Client hereby grants to RGB, its agents and employees an irrevocable license to enter any premises where the Equipment is stored in order to repossess the same;

15.2.3 If in the normal course of business the Client shall sell the Equipment then he shall do so as agent for RGB and out of the proceeds of such sale shall retain the amount due to RGB in a separate identified bank account as trustee for RGB;

15.2.4 In the event that the exercise by RGB of the rights conferred by this clause result in RGB repossessing Equipment for which the Client has paid, RGB may set-off against any sums which become due from them on that basis any sums due from the Client in respect of other contracts; and

15.2.5 each of the foregoing sub-clauses of this clause constitutes an entirely independent provision and shall be interpreted separately from the remainder.

16. Termination

16.1 A party (the "initiating Party") may terminate this Agreement with immediate effect by written notice to the other party (the "Breaching Party") on or at any time after the occurrence of one or more of the following events:

16.1.1 The Breaching Party committing a material breach of this agreement and failing to remedy the breach within 30 days starting on the day after receipt of notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy it;

16.1.2 The Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within seven days, in each case other than for the purposes of solvent amalgamation or reconstruction in such manner that the entry resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under this agreement;

16.1.3 the making of an administration order in relation to the Breaching Party or the appointment of a receiver over, or an encumbrancer taking possession of or selling any asset of, the Breaching Party; or

16.1.4 The Breaching Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;

16.2 Should the Client be subject to sub-Clauses 16.1.2, 16.1.3 or 16.1.4 then any equipment held by RGB for any reason may be retained against monies owed to RGB;

16.3 The Client may terminate the Agreement without liability to RGB on giving written notice to RGB not less than three months prior to the Renewal Date for that Term.

16.4 RGB may for any reason terminate the Agreement without liability to the Client on giving to the Client not less than one month's written notice to that effect

16.5 On termination of the Agreement for any reason:

16.5.1 The Client shall immediately pay to RGB all of RGB's outstanding unpaid and uncredited invoices and interest and in respect of Services provided but for which no invoice has been submitted RGB may submit an invoice which shall be payable immediately on receipt; and

16.5.2 if delivery of the Equipment has been effected the invoice shall immediately become due and payable by the Client, if delivery had not been so effected then RGB may as it sees fit opt to terminate the Agreement or cancel or suspend delivery;

16.6 The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

17. No Waiver

Failure or delay by either party in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement. Any waiver by a party of any breach of, or any default under, any provision of the Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

18. Force Majeure

Neither party shall be liable for any breach of these terms caused by matters beyond their reasonable control, including but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

19. Severability

If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

20. Changes

20.1 If the Client wishes to change any aspect of the Service, it will notify RGB in writing and RGB will advise whether it is possible to implement the change and the effects of such change on performance and any other matters. If the Client requires the change to be implemented, the parties shall negotiate in good faith the increase or decrease, if any, to the Charges arising directly from the implementation of the change.

20.2 Agreed changes shall be documented by way of a written change order or addendum executed by the Parties.

21. Disputes

21.1 Satisfaction with the quality of the Services provided is of paramount importance to us. If at any time you would like to discuss with us how our service to you could be improved, or if you are subjected to the same by a third party without the written consent of the other party, by telephoning 0131 554 8888 or emailing us on info@rgbsolutions.co.uk. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. Should matters not be resolved to your satisfaction and any dispute arise in connection with the Agreement parties shall attempt to settle it by Mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

21.2 Should you have a query or concern regarding a specific service which we have provided, this must be notified to us within 5 days of receipt by you of the service using the above telephone or email contact details, failing which we reserve the right to regard any subsequent services provided by us as a new requirement and to charge you accordingly.

22. Confidentiality

22.1 RGB and the Client shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Agreement and shall not disclose such information to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Agreement; or information obtained from a third party who is free to divulge the same.

22.2 Nothing in this Agreement shall prevent RGB from commercially exploiting the data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by RGB of any Intellectual Property Rights of the Client.

22.3 RGB may refer to the Agreement or to the fact that the Client is RGB's Client for the prior consent of the Client which shall not be unreasonably withheld.

23. Intellectual Property

23.1 Unless expressly provided in this Agreement, each party agrees that it neither has nor will obtain any rights in or to any of the other party's Intellectual Property Rights or confidential information.

23.2 In the event that RGB shall supply any deliverables, items, or other materials in the course of providing the Service all Intellectual Property Rights shall vest in RGB unless otherwise agreed in writing by the parties prior to the date of supply.

24. Indemnity

The Client hereby indemnifies and holds harmless RGB against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by RGB in connection with the Agreement as a result of a breach by the Client of any provision of this Agreement, law or regulation and/or as a result of any third party legal action or threatened action.

25. Liability

25.1 Notwithstanding any other provision in this agreement, RGB's liability to the Client for death or injury resulting from his own negligence or that of his employees, agents or sub-contractors shall not be limited.

25.2 The Client acknowledges and accepts that he is placing no reliance on any representations made by RGB as to the fitness, suitability, description, specification or quality of any software supplied by RGB.

25.3 RGB's entire liability to the Client in respect of any breach of our contractual obligations, any breach of warranty, any representation, statement or delictual act or omission including negligence arising under or in connection with this Agreement shall be limited to an amount equal to the value of the Charges invoiced to the Client in the 6 months preceding any claim.

25.4 RGB shall not be liable to the Client for any indirect or consequential loss the Client may suffer, even if the loss is reasonably foreseeable or RGB has been advised of the possibility of the Client incurring it.

25.5 RGB shall not be liable for any loss or damage sustained or incurred by the Client or any third party (including, without limitation, any loss of use of the Maintained Products or loss of or spoiling of any of the Client's programs or data) resulting from any breakdown of, or fault in the Maintained Products, unless such breakdown or fault is caused by the negligence or willful misconduct of RGB, its employees, agents or sub-contractors and only to the extent that such loss is not excluded by the Agreement.

25.6 Without prejudice to the foregoing generations, RGB will not be held responsible for any losses arising from the supply by the Client or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us.

26. Privacy and Data Protection

26.1 Both parties will comply with all applicable requirements under Data Protection Act 1998 and the General Data Protection Regulation ("GDPR Data Privacy Legislation") which arise out of or in connection with this Agreement, including but not limited to the provision or use of the Service. This Clause 26 is in addition to, and does not replace, remove or replace, a party's obligations under Data Privacy Legislation. The Customer acknowledges that it has read and understood RGB Solutions Ltd's Privacy Policy and agrees all times to comply with it.

26.2 The parties acknowledge the information about individuals which may be derived from the work carried out by RGB may constitute Personal Data in terms of Data Privacy Legislation. In processing such personal data RGB is a data processor in terms of Data Privacy Legislation and such processing is at the behalf of and under the direction of the Client. The Client hereby acknowledges its obligations as a data controller in terms of Data Privacy Legislation and warrants and represents to RGB that it has discharged and shall discharge its obligations in terms thereof and the Client shall hold the RGB harmless from any claims by any third party relating thereto.

26.3 Subject to sub-clause 26.4, any Personal Data (as defined in Data Privacy Legislation) provided by the Client to RGB shall at all times remain the Client's property and RGB shall take all reasonable precautions to preserve the integrity of such Personal Data and to prevent any corruption or loss, damage or destruction of such Personal Data.

26.4 RGB reserves the right to disclose to the police, the fire authorities, any other relevant authority, our insurance company and any of their representatives details of the Personal Data or records kept by us or in our possession at any time.

27. Employees and Employment

27.1 The parties agree that during the Term, and for a period of nine (9) months thereafter, neither party shall directly or indirectly solicit for employment any officers or employees employed then or within the preceding nine (9) months by the other party who is or was involved in the provision or management of the provision of the Services without the prior written consent of the Party whose staff are to be solicited. In the event that a party employs or hires any of the other party's personnel in breach of this Clause 27, the breaching party shall pay to the injured party upon demand as liquidated damages a sum equal to the annual salary of such personnel at the date of breach. Notwithstanding RGB's consent the parties recognise that the employment of the aforementioned RGB officers or employees may adversely affect RGB's ability to perform the Service and the Client shall not be entitled to any resulting remedies. Nothing in this Clause shall restrict either party from employing any individuals who apply unsolicited in response to general advertising or other general recruitment campaigns.

28. Remedies

The rights and remedies provided for by this agreement are cumulative with and not exclusive of any rights or remedies provided by law.

29. Assignment

29.1 The Client shall not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement in whole or in part without the prior written consent of RGB, which consent shall not be unreasonably withheld or delayed. RGB may subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part.

30. Entire Agreement

These terms and conditions together with the Order Confirmation set out the entire understanding of the parties with respect to their subject matter and replace any prior agreements or understandings or representations (unless fraudulent), whether written or oral.