

# TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

## CONTENTS

- Interpretation
- Basis of contract
- Supply of Services
- Customer's obligations
- Charges and payment
- Intellectual property rights
- Data protection
- Confidentiality
- Limitation of liability
- Termination
- Consequences of termination
- Refund policy
- General
- SCHEDULE

## SCHEDULE

Schedule 1: Data protection

### Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

- **Business Day:** A day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- **Charges:** The charges payable by the Customer for the supply of the Services in accordance with clause 5.
- **Commencement Date:** Has the meaning given in clause 2.2.
- **Conditions:** These terms and conditions as amended from time to time in accordance with clause 13.5.
- **Contract:** The contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
- **Customer:** The person or firm who purchases Services from the Supplier.
- **Customer Default:** Has the meaning set out in clause 4.2.
- **Deliverables:** The digital products and services produced by the Supplier for the Customer.
- **Intellectual Property Rights:** Patents, copyrights, trademarks, and other intellectual property rights, whether registered or unregistered.

- **Order:** The Customer's order for Services as set out in the Customer's purchase order form, written acceptance of the Supplier's quotation, or other written form.
- **Services:** The services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.
- **Specification:** The description or specification of the Services provided in writing by the Supplier to the Customer.
- **Supplier:** Fastech Solutions Ltd, registered in England and Wales with company number 14750032.
- **Supplier Materials:** Materials provided by the Supplier to the Customer for use in delivering the Services.

## **1.2 Interpretation:**

- References to writing or written include email.
- Words such as including or for example shall not limit the sense of the preceding words.

## **Basis of contract**

2.1 The Order constitutes an offer by the Customer to purchase Services under these Conditions.

2.2 The Order shall only be deemed accepted upon written acceptance from the Supplier, at which point the Contract comes into existence (Commencement Date).

2.3 Any descriptive matter issued by the Supplier is illustrative only and does not form part of the Contract.

2.4 These Conditions exclusively govern the Contract.

2.5 Quotations are valid for 20 Business Days and do not constitute an offer.

## **Supply of Services**

3.1 The Supplier shall supply Services per the Specification.

3.2 Dates provided are estimates only.

3.3 Supplier reserves the right to amend Specifications for compliance with laws or regulations.

3.4 Supplier warrants to use reasonable skill and care.

## **Customer's obligations**

4.1 Customer obligations include accurate information provision, cooperation, providing necessary access, obtaining consents, and maintaining Supplier Materials securely.

4.2 Customer Default allows Supplier to suspend services without liability and claim reimbursement for related costs.

### **Charges and payment**

5.1 Charges are calculated based on Supplier's standard daily rates and incurred expenses.

5.2 Supplier reserves the right to annual charge increases.

5.3 Payment is due within 14 days of invoice date.

5.4 Late payments incur 4% annual interest above the Bank of England base rate, plus a fixed late payment fee of £40 in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.5 If payment is overdue by more than 7 days, the Supplier may immediately suspend all services and access to Deliverables until full payment (including interest and fees) is received.

5.6 The Supplier retains full ownership of all Deliverables and intellectual property until all payments have been received in full.

5.7 Charges exclude VAT unless stated.

5.8 Payments must be without deduction or withholding.

### **Intellectual property rights**

6.1 Intellectual property created during the Services transfers to Customer upon full payment.

6.2 Supplier grants Customer a non-exclusive license for Deliverables usage in business.

6.3 Customer may not sublicense or transfer granted rights.

6.4 Customer grants Supplier usage rights for Customer-provided materials during the Contract.

6.5 The Supplier reserves the right to use the Deliverables or extracts thereof in its portfolio, marketing materials, website, and presentations for promotional purposes, unless otherwise agreed in writing with the Customer before accepting these terms.

### **Data protection**

7.1 Parties shall comply with data protection laws per Schedule 1.

### **Confidentiality**

8.1 Both parties shall maintain confidentiality of all information marked or understood as confidential, not disclose such information without consent, and return or destroy confidential information upon termination.

### **Limitation of liability**

9.1 Supplier's total liability to the Customer for any and all claims arising under or in connection with the Contract shall be limited to an amount not exceeding ten percent (10%) of the total fees actually paid by the Customer to the Supplier in the twelve (12) months preceding the event giving rise to the liability.

9.2 Liability exclusions include indirect or consequential losses, lost profits, lost data, or business interruptions.

9.3 Liability limits do not cover fraud, death or injury from negligence, or legally non-excludable matters.

### **Termination**

10.1 Parties may terminate with one month's written notice or immediately in cases of material breach, insolvency, or payment failure.

10.2 If the Client fails to pay any amount due within 14 days of the due date, the Supplier may terminate the Contract immediately and retain all work done to date.

### **Consequences of termination**

11.1 Outstanding payments become immediately due; Supplier materials and unpaid Deliverables must be returned.

11.2 Termination doesn't affect accrued rights or ongoing obligations.

## **Refund policy**

12.1 Refund requests within 14 days of Proposal acceptance are at Supplier discretion and processed within 60 days.

## **General**

13.1 Force Majeure: Parties aren't liable for uncontrollable delays or failures.

13.2 Assignment: Supplier may assign rights; Customer needs written consent.

13.3 Entire agreement: Contract constitutes entire agreement.

13.4 Variation: Changes require written consent.

13.5 Waiver & Severance: No implied waivers; unenforceable provisions are severed without affecting the rest.

13.6 Notices: Must be in writing.

13.7 Third-party rights: None granted.

13.8 Governing law and jurisdiction: English law, exclusive jurisdiction of English courts.

## **SCHEDULE 1: Data Protection**

Parties shall comply with applicable data protection regulations. Customer consents to Supplier data processing per Supplier's privacy policy.