

These Terms and Conditions apply to the provision of all project work carried out by us, Acteniq Ltd, a company registered in England and Wales under number 16492099, whose registered office address is Valley View Rugby Orchards Business Centre, Wood Lane, Rugby, Leicestershire, England, LE7 9WE ("the Company/we/us/our").

1. Definitions and Interpretation:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: **"Client/you/your"** means you, the business, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business will be the Client in the context of this Contract; **"Contract"** means the contract formed as detailed in clause 2, which includes the acceptance of these Terms and Conditions; **"Equipment"** means the systems which are to be maintained and supported by the Company as part of the Services; **"Quotation"** means our proposal to provide the Services which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works; and **"Services"** means the services agreed to be provided by us to you.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing" and "written" includes emails and similar transmissions;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
- 1.2.4 a clause is a reference to a clause of these Terms and Conditions;
- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation. Words imparting the singular number will include the plural and vice versa. References to persons will include corporations.

2. The Contract

2.1 We will provide you with a Quotation for our Services. The acceptance of this by you, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us.

2.2 You are responsible for the accuracy of any information you submit to us and for ensuring that the Contract reflects your requirements. The Contract is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.3 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.4 Any timescales we provide are a guideline only and are not of the essence of the Contract.

3. The Services

3.1 We will ensure that our Services are carried out with reasonable care and skill, in accordance with our accepted Proposal.

3.2 Any programme we agree is to be treated as an estimate only. We may be delayed by factors outside of our control, so unless we agree otherwise in writing, we will have no obligation to carry out or complete the Services by a specified date.

3.3 We may provide an estimated number of hours required for the Services within the project, which shall be as outlined in Quotation. Should additional hours be required, this will be

chargeable.

3.4 If we are required to work with Equipment not supplied by us, we cannot be held responsible for the quality of such Equipment, nor for any faults that may be discovered in the Equipment. If such Equipment is not approved or if we consider (at our discretion) that it may cause the death or personal injury to any person or damage to property or materially impair the quality of the Services, then we reserve the right to disconnect it.

3.5 Any Equipment we provide will be subject to the extents and limitations of any manufacturer's warranty (if applicable and to the extent this is freely transferrable to you).

3.6 Risk of damage to or loss of the Equipment shall pass to you at the time it is delivered to you or collected by you (regardless of installation) or, if you wrongfully fail to take delivery of the Equipment, at the time when we attempted to deliver it. However, legal and beneficial title in the Equipment shall not pass to you until we have received payment in full for the Equipment and any associated delivery and/or installation costs.

4. Fees and Payment

4.1 You agree to make payment in line with the payment terms set out in the Quotation and these terms and conditions.

4.2 We reserve the right to request a deposit at the time the Contract is formed. Please note where this applies we will not commence or schedule the Services until such time as this has been paid in full.

4.3 All invoices are payable in pounds sterling unless otherwise agreed, by bank transfer, within 14 days from the date of invoice, unless otherwise specified, without any set-off, withholding or deduction.

4.4 You agree to pay for any additional services provided by us at your request that are not specified in the scope of works in the Quotation. These additional services will be charged in accordance with our current rate in effect at the time of performance or such other rate as may be agreed.

4.5 All sums quoted are exclusive of VAT, where applicable.

4.6 The time of payment is of the essence. If you fail to make any payment to us by the due date then, without prejudice to any right which we may have under any statutory provision in force from time to time, we will have the right to suspend the Services, and charge you interest at a rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will be calculated on a daily basis and will accrue after as well as before any judgment. We also reserve the right to charge for any costs we incur in attempting to recover the outstanding debt.

4.7 We reserve the right to withhold all reports, testing, certificates, guarantees, warrantees or any other handover paperwork until we have received payment of the total Contract sum.

5. Your Responsibilities

5.1 You agree, where applicable, to:

- 5.1.1 provide us with any information, data, material, images, advice and assistance as we may reasonably require within sufficient time to enable us to perform the Services;
- 5.1.2 nominate a suitably qualified individual to act as your representative to liaise with us regarding the Services. This individual needs to be a decision-maker within the company;
- 5.1.3 obtain and maintain all necessary licences, permissions and consents in connection with the Services;
- 5.1.4 maintain up-to-date and industry-standard virus and malware protection on all systems used, and ensure that all data and materials are backed up regularly, securely, and in accordance with recognised best practices;
- 5.1.5 comply with all applicable Health and Safety legislation and regulations whilst we are working at your premises or at any site on your behalf; and
- 5.1.6 keep us informed of any changes in circumstances that could affect the Services we are providing. If you are unsure

whether the change is relevant or not, please let us know so that we can assess its significance.

5.2 If you fail to meet any of the provisions of this clause 5, then without limiting our other rights or remedies, we will:

- 5.2.1 have the right to suspend performance of the Services until you remedy the default; and
- 5.2.2 not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and
- 5.2.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from your default.

6. Variation and Amendments

6.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will endeavour to make any required changes and will invoice you for any additional costs we incur as a result as per our pricing in the Quotation.

6.2 If we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

6.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase required as a result of an agreed variation or amendment will be payable in accordance with the terms for payment above.

7. Cancellation and Termination

7.1 You are not entitled to cancel the Contract once it is formed except with our sole written consent. In the event of your cancellation, you will remain liable for the total quoted fee, which will become immediately due and payable. Upon receipt of payment, we will hand over all works completed by us in relation to the Contract up to the date of cancellation.

7.2 We reserve the right to cancel the Contract for any Services for any reason by giving you no less than 7 days' notice. In the event we have provided Services that you have not yet paid for, such sums will become immediately due and payable. In the event you have paid for Services we have not yet provided, we will refund such sums to you within 14 days.

7.3 Either Party has the right to terminate any Services immediately by giving written notice if the other Party:

- 7.3.1 has committed a material breach of the Contract unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 7.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

7.4 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 7 on a pro-rata basis.

8. **Confidentiality:** The Parties acknowledge that throughout the duration of the Contract, they may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless authorised by the other Party in writing.

9. **Format:** We include for any documentation to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges.

10. **Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Services

offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless we confirm this in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

11. Intellectual Property

11.1 Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Services. Nothing in the Contract will vest any ownership rights in you.

11.2 You warrant that any image, logo, document or instruction given to us will not cause us to infringe any advertising codes of conduct or any intellectual property or other legal rights, including any letter patent, registered design or trade mark, in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for any such infringement, including infringement of stock photography copyright, which results from our use of any information supplied by you.

12. Data Protection

12.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to the Data Protection Act 2018 and any subsequent amendments to them.

12.2 If you are providing us with the personal data of any other person, it is your responsibility to obtain the consent of those persons to pass their data to us, as a third party. We will only process, store and hold such data to perform our obligations under the Contract and will not use it for any other purpose.

13. **No employment:** Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

14. Assignment and Sub-Contracting

14.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.

14.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent. Where we sub-contract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

15. Liability and Indemnity

15.1 Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract.

15.2 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permissible by law.

15.3 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you under the Contract in the preceding 12 month period.

15.4 We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations. Further, we will not be liable for any consequences should our professional advice not be taken.

16. **Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not

limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event beyond the control of the Party in question.

17. **Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
18. **Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
19. **Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
20. **Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
21. **Law and Jurisdiction**
 - 21.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
 - 21.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.