

Master Terms and Conditions

Supplier	Forgemoor Limited
Company number	17153593
Registered office	49 Station Road, Polegate, East Sussex, BN26 6EA
Notice email	matthew.ansley@forgemoor.co.uk

Last updated: 11 May 2026

These Master Terms and Conditions apply to business-to-business services supplied by Forgemoor Limited where they are incorporated into, referenced by, or attached to a Proposal, statement of work, order form or other agreed commercial document.

They are designed to sit behind a signed Proposal or statement of work, so any commercial details, project-specific assumptions, special terms or agreed deviations should be set out in that Proposal or statement of work.

1. Interpretation and order of precedence

In these terms and conditions, unless the context requires otherwise, the following expressions have the meanings set out below.

Agreement: the Proposal, any statement of work or order accepted by the Supplier, these terms and conditions, and any schedules expressly incorporated into them.

Business Day: a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Charges: the fees, expenses and any other sums payable by the Client to the Supplier under the Agreement.

Client: the person or entity purchasing services from the Supplier, as identified in the Proposal.

Deliverables: the outputs, documents, configurations, reports, materials or other work product expressly stated in the Proposal or a statement of work.

Proposal: the Supplier's proposal, quotation, order form, statement of work or other agreed commercial document describing the Services, Deliverables, assumptions, Charges and any project-specific terms.

Services: the consultancy, implementation, support, development, advisory or other services described in the Proposal.

Supplier: Forgemoor Limited, registered in England and Wales under company number 17153593, with its registered office at 49 Station Road, Polegate, East Sussex, BN26 6EA.

If there is any inconsistency between the contractual documents, the following order of precedence shall apply unless the Proposal expressly states otherwise: (a) the Proposal or statement of work; (b) any schedules; and (c) these terms and conditions.

Later agreed documents shall prevail over earlier agreed documents to the extent of any clear inconsistency.

2. Basis of contract

A Proposal constitutes an offer by the Supplier to provide the Services on these terms and conditions.

A contract is formed when the Client signs the Proposal, issues a purchase order accepted by the Supplier, or otherwise instructs the Supplier to commence the Services.

Any terms proposed by the Client which are inconsistent with or additional to these terms and conditions shall not apply unless expressly agreed by the Supplier in writing.

The Client acknowledges that it has not relied on any statement, representation or promise that is not expressly set out in the Agreement.

3. Services and delivery approach

The Supplier shall provide the Services using reasonable skill and care and in accordance with generally accepted standards of good industry practice.

The Supplier may determine the manner in which the Services are performed and may allocate suitable personnel, subcontractors and resources at its discretion, provided that overall responsibility remains with the Supplier.

The Supplier may use automation, AI-assisted tools, code generation tools and other technology to support delivery of the Services. Where those tools process personal data on behalf of the Client, they shall be used in accordance with Schedule 1 and applicable data protection law. The Supplier remains responsible for the Services it provides, and the Client remains responsible for reviewing and approving business decisions, requirements, data, configurations and Deliverables before use in a live or production context.

Any dates for performance, milestones or target delivery dates are estimates unless expressly stated to be binding in the Proposal.

The Supplier may make reasonable changes to the Services where necessary to comply with law, address technical requirements or improve delivery, provided such changes do not materially reduce the overall scope agreed.

4. Client dependencies and obligations

The Client shall provide in a timely manner all information, approvals, access, decisions, systems access, personnel availability and other dependencies reasonably required for performance of the Services.

The Client shall ensure that all information supplied to the Supplier is complete, accurate and not misleading in any material respect.

The Supplier shall not be responsible for delay, increased cost or reduced output quality caused by late decisions, unavailable stakeholders, incomplete data, third-party issues or any other dependency outside the Supplier's reasonable control.

Where the Client requires work to be carried out on the Client's systems or using third-party platforms, including Salesforce, AppExchange products, APIs, integrations, data sources or related services, the Client shall procure all necessary rights, licences, permissions, administrative access and third-party consents unless the Proposal expressly states otherwise.

Unless expressly agreed in the Proposal, the Client is responsible for maintaining appropriate backups of its own data, systems and content, and for validating any migration, import, integration or configuration output before live use.

5. Change control

Either party may propose a change to the Services, Deliverables, assumptions, timetable or Charges.

Where a proposed change is likely to affect scope, timing, cost, risk profile or delivery method, the Supplier may issue a written change request or revised Proposal for approval.

Unless otherwise expressly agreed in writing, the Supplier shall have no obligation to implement a proposed change until the relevant change request or revised Proposal has been accepted.

Work performed outside the agreed scope may be charged on a time and materials basis at the Supplier's then current rates.

6. Charges, invoicing and payment

The Client shall pay the Charges in accordance with the Proposal and this clause.

Unless expressly stated otherwise, all Charges are exclusive of VAT and any other applicable taxes, which shall be payable by the Client in addition to the Charges.

Unless the Proposal states otherwise, invoices are due within 14 days of the invoice date, in full and in cleared funds, without deduction, set-off or withholding.

The Supplier may invoice in advance, on signature, on milestone completion, monthly in arrears, or on another payment profile stated in the Proposal.

Time and materials work shall be charged at the rates set out in the Proposal or, if no rates are stated, at the Supplier's standard rates in force from time to time.

The Supplier may charge reasonable out-of-pocket expenses where the Proposal permits this or where such expenses are approved by the Client.

If the Client fails to pay any undisputed sum when due, the Supplier may charge interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, suspend performance, withhold Deliverables, or require payment in advance.

The Client shall raise any invoice query promptly and in any event within 7 days of receipt. The Client shall still pay any undisputed portion on time.

7. Acceptance and completion

Where the Proposal includes formal acceptance criteria, the Client shall test the relevant Deliverables against those criteria within the acceptance period stated in the Proposal, or if none is stated, within 10 Business Days of delivery.

A Deliverable shall be deemed accepted if the Client confirms acceptance, uses the Deliverable in a live or production context, or fails to notify material non-conformity within the applicable acceptance period.

The Supplier shall use reasonable endeavours to correct any material non-conformity properly notified during the acceptance period, provided that the non-conformity relates to the agreed scope and acceptance criteria.

8. Intellectual property rights

All intellectual property rights in the Supplier's pre-existing materials, methods, know-how, templates, software tools, accelerators, proposals and working papers shall remain vested in the Supplier or its licensors.

Subject to payment in full of all Charges, the Supplier grants the Client a non-exclusive, non-transferable licence to use the Deliverables for the Client's internal business purposes.

Unless the Proposal expressly states that specified bespoke Deliverables are assigned to the Client, no intellectual property rights shall transfer to the Client by implication.

Any assignment expressly agreed shall take effect only on receipt by the Supplier of all sums due under the Agreement.

The Client grants the Supplier a non-exclusive licence to use the Client's materials, systems access, trademarks, data and documentation solely to the extent necessary to perform the Services.

9. Confidentiality

Each party shall keep confidential all confidential information of the other party and shall not use or disclose such information except as necessary for the purposes of the Agreement or as required by law.

Confidential information does not include information which is or becomes public other than through breach of the Agreement, was lawfully known by the receiving party before disclosure, is lawfully received from a third party without restriction, or is independently developed without use of the disclosing party's confidential information.

A party required by law or court order to disclose confidential information shall, where lawful and reasonably practicable, give advance notice to the other party.

This clause shall continue for five years after expiry or termination of the Agreement, and for trade secrets for so long as the information remains a trade secret.

10. Data protection

Each party shall comply with its obligations under applicable data protection law.

Where the Supplier processes personal data on behalf of the Client, Schedule 1 (Data Processing Addendum) shall apply and forms part of the Agreement.

The Client warrants that it has all necessary rights, notices and lawful bases required for the Supplier to process personal data in connection with the Services.

11. Warranties

The Supplier warrants that the Services will be performed with reasonable skill and care.

Except as expressly stated in the Agreement, all warranties, representations, conditions and other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

The Supplier does not warrant that third-party platforms, software, hosting, telecommunications services or integrations will operate without interruption or error.

12. Liability

Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be limited or excluded.

Subject to the clause above, the Supplier shall not be liable for any loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss or corruption of data, loss of goodwill, wasted management time, or any indirect or consequential loss.

Subject to the first clause of this section, the Supplier's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Charges paid or payable under the relevant Proposal in the 12 months preceding the event giving rise to the claim, or if the claim arises within the first 12 months, the total Charges paid or payable under that Proposal.

The Client shall take reasonable steps to mitigate any loss it may suffer.

13. Insurance

The Supplier shall maintain professional indemnity insurance with a reputable insurer with a limit of indemnity of not less than £1,000,000.

14. Suspension and termination

Without affecting any other right or remedy, the Supplier may suspend the Services if the Client fails to pay any amount due on time or materially breaches the Agreement.

Either party may terminate the Agreement on the notice period stated in the Proposal, or if no notice period is stated, on 90 calendar days' written notice.

Either party may terminate the Agreement with immediate effect by written notice if the other party commits a material breach that is incapable of remedy, or if capable of remedy is not remedied within 14 days after written notice requiring remedy.

Either party may terminate the Agreement immediately if the other party becomes insolvent, enters administration or liquidation, ceases to trade, or suffers an analogous event.

Unless termination arises from the Supplier's material breach, all Charges due for Services performed, committed resource time, non-cancellable third-party costs, and any fixed fees due under the agreed commercial profile shall remain payable.

15. Consequences of termination

On expiry or termination, the Client shall immediately pay all outstanding invoices and any sums accrued up to the date of termination.

Each party shall, within 10 Business Days of request, return or destroy the other party's materials in its possession, subject to any legal or regulatory retention obligation and subject to Schedule 1 where applicable.

Expiry or termination shall not affect accrued rights, remedies or liabilities, nor any provision which expressly or by implication is intended to continue.

16. Notices

Any notice under the Agreement shall be in writing and sent by email to the notice email address stated in the Proposal, or to such other address as either party notifies in writing from time to time.

A notice sent by email shall be deemed received at the time of transmission, provided that where transmission occurs outside business hours in the place of receipt it shall be deemed received when business hours resume.

This clause does not apply to the service of legal proceedings.

17. Dispute resolution

If a dispute arises out of or in connection with the Agreement, either party may give written notice of the dispute, including reasonable details of its nature.

The parties shall first attempt in good faith to resolve the dispute through discussions between their day-to-day representatives.

If the dispute is not resolved within 7 days of that notice, the dispute shall be escalated to senior managers of each party.

If the dispute is not resolved within 14 days after escalation, either party may commence court proceedings.

18. Governing law and jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

19. Force majeure

Neither party shall be liable for delay or failure to perform caused by an event beyond its reasonable control, excluding inability to pay.

The affected party shall promptly notify the other party, use reasonable endeavours to mitigate the effect of the event, and resume performance as soon as reasonably practicable.

If a force majeure event prevents performance of a material obligation for more than 45 Business Days in any 12-month period, the other party may terminate the affected Agreement on not less than 4 weeks' written notice.

20. Marketing and publicity

Unless the Proposal states otherwise, the Client grants the Supplier a non-exclusive, revocable right to refer to the Client as a customer and to use the Client's name and logo in case studies, credentials, listings and other promotional materials relating to the Supplier's services.

This permission expressly includes displaying the Client's name and logo on the Supplier's website, including customer logo panels, credentials pages and related marketing materials, unless the Client requests removal in writing.

The Supplier shall use the Client's branding in a professional and proportionate manner and shall cease use within a reasonable time after receiving a written request from the Client.

Nothing in the Agreement gives the Supplier authority to act as agent for the Client.

21. General

The Supplier may perform any of its obligations through affiliates, subcontractors or suitably qualified third parties, provided that the Supplier remains responsible for their performance.

Neither party may assign or transfer its rights or obligations under the Agreement without the other party's prior written consent, such consent not to be unreasonably withheld or delayed, except that the Supplier may assign the Agreement to an affiliate or as part of a business sale or reorganisation.

A waiver of any right is effective only if in writing and shall not operate as a waiver of any subsequent breach or default.

If any provision is held invalid or unenforceable, that provision shall be deemed modified to the minimum extent necessary and the remaining provisions shall continue in full force and effect.

Nothing in the Agreement creates a partnership, joint venture or agency relationship between the parties.

A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

The Agreement constitutes the entire agreement between the parties in relation to its subject matter.

No variation to the Agreement shall be effective unless agreed in writing by authorised representatives of both parties, save that the Supplier may update these general terms for future contracts on notice.

Schedule 1 - Data Processing Addendum

This Schedule applies where, in the course of providing the Services, the Supplier processes personal data on behalf of the Client.

For the purposes of this Schedule, Client means the controller and Supplier means the processor unless the Proposal states otherwise.

1. Compliance with instructions

The Supplier shall process personal data only on documented instructions from the Client, unless required otherwise by applicable law.

If the Supplier reasonably believes that an instruction infringes applicable data protection law, it shall promptly inform the Client and may suspend the affected processing until lawful instructions are agreed.

2. Security measures

The Supplier shall implement appropriate technical and organisational measures designed to protect personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

Such measures may include secure databases, access controls, strong passwords, multi-factor authentication where appropriate, encryption in transit and at rest where appropriate, logging, backup routines and controlled deletion processes.

3. Personnel and sub-processors

The Supplier shall ensure that persons authorised to process personal data are bound by confidentiality obligations.

The Client gives the Supplier general written authorisation to use sub-processors where reasonably required to provide the Services, provided that they are engaged under written terms imposing materially equivalent data protection obligations and the Supplier remains responsible for their acts and omissions in relation to the processing.

The Client authorises the use of those sub-processors identified in the Proposal, implementation documents or otherwise notified to the Client, including relevant hosting, productivity, CRM, integration, analytics, AI, document generation and support providers used to deliver the Services.

The Supplier shall notify the Client of any material intended addition or replacement of sub-processors where required by law or expressly agreed in the Proposal, giving the Client a reasonable opportunity to object on data protection grounds.

4. Assistance and co-operation

Taking into account the nature of the processing and the information available to it, the Supplier shall provide reasonable assistance to the Client in connection with security obligations, personal data breach response, data subject requests, impact assessments and consultations with supervisory authorities, at the Client's cost where such assistance falls outside the agreed Services.

The Supplier shall notify the Client without undue delay on becoming aware of a personal data breach affecting personal data processed on behalf of the Client.

5. International transfers

The Client authorises the Supplier to make restricted transfers of personal data outside the United Kingdom where reasonably required for the Services, including through authorised sub-processors, provided that such transfers are made in accordance with applicable data protection law and using appropriate safeguards where required.

6. Audit information

The Supplier shall make available to the Client such information as is reasonably necessary to demonstrate compliance with this Schedule and applicable processor obligations, subject to confidentiality, security restrictions and protection of commercially sensitive information.

Where the Client reasonably requires an audit, the parties shall agree the scope, timing and method in advance, and the Supplier may charge its reasonable costs of supporting the audit unless the audit identifies a material breach by the Supplier.

7. Return and deletion

At the end of the relevant Services, and at the Client's option, the Supplier shall return or securely delete personal data, unless applicable law requires retention.

If the Client does not notify the Supplier of its preferred option within a reasonable period after the end of the Services, the Supplier may securely delete the personal data in accordance with its retention policies.

Part A - Processing details

Subject matter	Provision of the Services described in the Proposal.
Duration	For the duration of the Agreement and any agreed post-termination retention period required by law or documented policy.
Nature and purpose	Processing reasonably required to deliver consultancy, implementation, support, communication, systems administration and related services to the Client.
Categories of data subjects	Client personnel, end customers, counterparties, suppliers or other individuals whose personal data is made available to the Supplier through the Services.
Types of personal data	Business contact details, system and platform identifiers, communications data, project data, and any other personal data the Client instructs the Supplier to process in connection with the Services.