

## TERMS AND CONDITIONS

### Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Craig Dunning trading as CED Technology of 82 St Georges Road, Winsford, Cheshire, CW7 1BY (we or us or Service Provider) to the person buying the services (you or Customer).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

### Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems.
10. Our normal business hours are Monday to Friday, 9am to 5pm GMT excluding all public and bank holidays.
11. We shall provide you with advance notice of any additional holiday periods during which our services may be affected by time zone disparities or limited access. In the event that our

services are unavailable for a full business day during these notified periods, the corresponding service costs for the affected period shall be deducted from your monthly invoice on a pro-rata basis. This deduction shall be made in accordance with the terms and conditions outlined in our service agreement.

12. Remote IT support is provided on a fair usage basis. Whilst we aim to resolve issues promptly and efficiently, support is not unlimited. Excessive or unreasonable use of remote support, beyond what is considered normal for the size and nature of your business, may incur additional charges at our standard hourly rate. We reserve the right to review usage and notify you in writing if additional charges will apply.
13. On-site visits are not included within the scope of remote IT support. Any attendance at your premises will be chargeable separately, in addition to your remote support fees, at the rates set out in your quotation or otherwise agreed in writing prior to the visit.
14. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise

### Equipment

15. You acknowledge that we are not the manufacturer of any Equipment that may be provided as part of the Services. Where Equipment is provided we will, to the extent possible, provide the benefit of any manufacturer's guarantee and/or warranty to you in relation to that Equipment. All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
16. Title in the Equipment shall pass to you on payment to us of the agreed price for that Equipment.

### Your Obligations

17. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
18. If you do not comply with clause 15, we can terminate the Services.
19. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

### Fees and Deposit

20. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis.

21. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
22. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 19 also apply to these additional services.
23. You must pay a deposit (Deposit) as detailed in the quotation within 7 days of acceptance.
24. If you do not pay the Deposit to us according to the clause above, we can either withhold provision of the Services until the Deposit is received or can terminate under the clause below (Termination).
25. The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).
26. We reserve the right to increase the Fees if you make any changes to the Services specified in the service agreement.

#### Contract Minimum Term

27. All new service contracts entered into are subject to an initial minimum term of 12 months, unless otherwise agreed in writing by CED Technology.

#### Cancellation and Amendment

28. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 7 days from the date of the quotation, (unless the quotation has been withdrawn).
29. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
30. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
31. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

#### Payment

32. We will invoice you for payment of the Fees either:
  - a. when we have completed the Services; or
  - b. on the invoice dates set out in the quotation.
33. You must pay the Fees due within 14 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us as set out in our quotation.

34. Time for payment shall be of the essence of the Contract.
35. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per month on the amount outstanding until payment is received in full.
36. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
37. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
38. Receipts for payment will be issued by us only at your request.
39. All payments must be made in British Pounds unless otherwise agreed in writing between us.

#### Sub-contracting and Assignment

40. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
41. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

#### Termination

42. We can terminate the provision of the Services immediately if you:
  - a. commit a material breach of your obligations under these Terms and Conditions; or
  - b. fail to make pay any amount due under the Contract on the due date for payment; or
  - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
  - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

43. We reserve the right to terminate our contract with you in the unlikely event that our business operations face significant challenges. In such rare circumstances, we will issue a written notice of termination at least four weeks in advance. This notice will be delivered via email, certified mail or in person, ensuring clarity and transparency. This termination shall not absolve either party of any obligations incurred prior to the termination date.

#### 44. Termination Outside of Contract Period

Outside of any fixed contract period, either party may terminate the services by providing at least one month's written notice. This notice must be delivered via email or certified mail. Services will continue to be provided and charged as normal until the termination date. Any outstanding fees must be settled before the termination is finalised. Failure to provide the required notice may result in additional charges equivalent to one month's service fees.

If the Customer fails to provide the required notice but ceases to use the Services, CED Technology reserves the right to continue invoicing the Customer for the notice period. Any unpaid invoices arising due to failure to provide sufficient notice will be subject to late payment fees and potential legal action to recover outstanding amounts.

Additionally, if the Customer is on a subscription or recurring service plan, cancellation will not take effect until the end of the next billing cycle following the required notice period. No refunds or pro-rata adjustments will be made for early termination unless expressly agreed in writing by CED Technology.

CED Technology also reserves the right to charge an administrative termination fee where early termination causes disruption to service agreements or results in costs incurred by CED Technology in relation to data migration, offboarding, or other administrative work required to facilitate termination.

### Intellectual Property

45. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

### Liability and Indemnity

46. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

47. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

48. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

1. any indirect, special or consequential loss, damage, costs, or expenses or;
2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our

reasonable control;

4. or any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

49. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

50. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

### Data Protection

51. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.

52. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

53. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

54. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

55. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.

56. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.

57. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email: [info@cedtechnology.co.uk](mailto:info@cedtechnology.co.uk).

### Circumstances Beyond a Party's Control

58. Neither of us is liable for any failure or delay in performing our obligations 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: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is

beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## Communications

59. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
60. Notices shall be deemed to have been duly given:
- when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - on the fifth business day following mailing, if mailed by national ordinary mail; or
  - on the tenth business day following mailing, if mailed by airmail.
61. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## Cyber Security Protection and Backup Services

62. We provide the CED Technology Cyber Security Protection & Backup Services as part of our commitment to enhancing the security and reliability of your IT infrastructure. While we employ state-of-the-art technology and best practices to safeguard your systems and data, no cyber security or backup solution can guarantee absolute protection against all threats or prevent all data loss or damage. Therefore:
- We shall not be held liable for any loss, damage, or harm, including but not limited to data loss, corruption, business interruption, loss of revenue, loss of profits, reputational harm, or financial loss, arising from or in connection with:
    - The failure of the Cyber Security Protection & Backup Services to prevent or mitigate a cyberattack, malware infection, ransomware incident, data breach, unauthorised access, or any other security threat or vulnerability;
    - Delays, interruptions, or errors in the provision of these services due to circumstances beyond our reasonable control, including but not limited to acts of third parties, natural disasters, or unforeseen technical issues.
  - We make no warranties, express or implied, regarding the effectiveness of the Cyber Security Protection & Backup Services against all potential threats, vulnerabilities, or attack vectors. The services are provided "as is" and "as available" without any guarantees of success or continuity.
  - By using the Cyber Security Protection & Backup Services, you acknowledge and agree that:
    - No security system or backup solution can offer absolute protection, and residual risk always remains;

2. You are responsible for implementing additional safeguards, including but not limited to employee training, secure passwords, and ensuring your systems meet minimum security requirements;

3. CED Technology's liability is limited to the fullest extent permitted by applicable law.

- You agree to indemnify, defend, and hold harmless CED Technology, its employees, agents, and affiliates from any claims, damages, or losses arising from your use or misuse of the Cyber Security Protection & Backup Services.

## Website Ownership and Hosting

63. Websites developed by CED Technology are built using proprietary systems and are not transferable to other providers. If website hosting is cancelled or payment is not received in accordance with these terms, the website will be permanently removed from the internet and will no longer be accessible. There is no refund for any website design or build costs in the event of cancellation or termination of service. Where a domain name has been registered by CED Technology on behalf of the client, it may be transferred to another provider upon request. Such transfers will be subject to an administration fee, the amount of which will be confirmed at the time of request.

## No waiver

64. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## Severance

65. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## Law and Jurisdiction

66. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.