

TERMS AND CONDITIONS

1. Interpretation

1.1. In these Terms and Conditions, the following terms shall have the following meanings:

"Business Day": Any day other than a Saturday, Sunday, or bank holiday in England and Wales.

"Contract": The agreement between the Service Provider and the Customer for the provision of Services, comprising these Terms and Conditions and the Quotation.

"Customer" / "You": The person, firm, or company purchasing the Services.

"Equipment": Any hardware or goods provided as part of the Services.

"Fees": The charges for the Services as set out in the Quotation.

"Quotation": The document detailing the Services to be provided and the corresponding Fees.

"Service Provider" / "We" / "Us": Craig Dunning trading as CED Technology of 82 St Georges Road, Winsford, Cheshire, CW7 1BY.

"Services": The services detailed in the Quotation.

1.2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.3. Words imparting the singular number shall include the plural and vice versa.

2. Application and Entire Agreement

2.1. These Terms and Conditions apply to the provision of the Services by the Service Provider to the Customer.

2.2. You are deemed to have accepted these Terms and Conditions when you accept our Quotation (including acceptance provided verbally, in writing, or via email) or from the date of any performance of the Services, whichever occurs earlier. The Contract constitutes the entire agreement between us.

2.3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf that is not set out in the Contract.

2.4. 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.

3. The Services

3.1 General

3.1.1. We warrant that we will use reasonable care and skill in our performance of the Services, which will comply in all material respects with the Quotation.

3.1.2. We reserve the right to 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.

3.1.3. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or set out in the Quotation; however, time shall not be of the essence in the performance of our obligations.

3.1.4. 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. You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.1.5. Any advice, guidance, or recommendations provided by us as part of the Services are offered in good faith and based on the information available at the time. Such advice does not constitute a guarantee of outcome, and you remain solely responsible for business or operational decisions made as a result.

3.1.6. These Terms and Conditions apply to the supply of any goods as well as Services, unless we specify otherwise.

3.2 Service Hours & Availability

3.2.1. Our normal business hours are Monday to Friday, 9am to 5pm GMT, excluding all public and bank holidays.

3.2.2. We shall provide you with advance notice of any additional holiday periods during which our services may be affected.

3.2.3. 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, in accordance with our service agreement.

3.3 IT Support Services

3.3.1. IT support is provided as a remote access service only, covering the maintenance, monitoring, and management of your contracted IT systems.

3.3.2. While we will make all reasonable attempts to resolve IT issues, we accept no liability in relation to:

- Hardware failure or defects.
- Third-party services such as internet or telecoms providers.
- Third-party software issues, bugs or vulnerabilities.
- Failures arising from unsupported or out-of-warranty equipment or software.
- Unauthorised changes, misuse, or negligence by you or your staff.
- Data loss or corruption, whether or not backups are in place.
- Delays or failures due to circumstances beyond our reasonable control.

3.3.3. Remote support is provided on a fair usage basis. Excessive or unreasonable use may incur additional charges at our standard hourly rate.

3.3.4. On-site visits are not included within the scope of remote IT support. Any attendance at your premises will be chargeable separately at the rates set out in your Quotation or otherwise agreed in writing.

3.4 Cyber Security & Backup Services

3.4.1. The Customer acknowledges that the Cyber Security & Backup Services ("the Services") are provided to CED Technology by a third-party supplier, and CED Technology resells these Services to the Customer. As such, the provision, performance, and features of the Services are dependent on the third-party supplier.

3.4.2. While the Services employ best practices to safeguard your systems, the Customer acknowledges that no cyber security or backup solution can guarantee absolute protection against all threats or prevent all data loss. CED Technology makes no warranties, express or implied, regarding the effectiveness of the Services beyond those provided by the third-party supplier. The Services are provided "as is" and "as available".

3.4.3. We shall not be held liable for any loss or damage (including but not limited to data loss, business interruption, or financial loss) arising from:

- The failure of the Services to prevent or mitigate a cyber-attack, malware infection, ransomware incident, data breach, or any other security threat.
- Delays, interruptions, or errors in service provision due to circumstances beyond our reasonable control.

3.4.4. Should our third-party supplier modify, suspend, or discontinue the Services or any part thereof, CED Technology reserves the right to pass on these changes to the Customer. We shall endeavour to provide reasonable notice of any material changes but shall not be liable if such notice is not possible due to the actions of the third-party supplier.

3.4.5. By using these services, you acknowledge that no security system offers absolute protection and that you are responsible for implementing additional safeguards such as robust employee security training, secure password policies, and physical security measures.

3.4.6. You agree to indemnify, defend, and hold harmless CED Technology, its employees, agents, and affiliates from any claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising from:

- Your or your users' use or misuse of the Services.
- Any third-party claim resulting from your use, misuse, or failure to use the Services in accordance with this Contract and the terms of the third-party supplier.

3.4.7. The Customer remains solely responsible for compliance with all applicable laws, regulations, and industry standards relating to data security and privacy. We shall not be liable for any regulatory fines, penalties, or losses arising from such compliance obligations.

3.5 Website Development & Hosting

3.5.1. Websites developed by CED Technology are built using proprietary systems and are not transferable to other providers.

3.5.2. If website hosting is cancelled or payment is not received, the website will be permanently removed from the internet. No refund for website design or build costs will be issued in such an event.

3.5.3. A domain name registered by us on your behalf may be transferred to another provider upon request, subject to an administration fee.

4. Equipment

4.1. You acknowledge that we are not the manufacturer of any Equipment provided.

4.2. Where possible, we will pass on the benefit of any manufacturer's guarantee or warranty to you. All other warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.3. Title in the Equipment shall pass to you only upon full payment of the agreed price.

5. Customer Obligations

5.1. You must obtain all necessary permissions, consents, and licences and provide us with access to all relevant information, materials, and properties required to provide the Services.

5.2. You are responsible for ensuring that all software licences are valid, up to date, and legally obtained, and that your systems are maintained with appropriate security patches and updates. We shall not be liable for any failures or losses arising from your failure to do so.

5.3. We are not liable for any delay or failure to provide the Services if caused by your failure to comply with these obligations. If you do not comply, we reserve the right to terminate the Services.

6. Fees, Payment and Charges

6.1. The Fees for the Services are set out in the Quotation on a time and materials basis.

6.2. In addition to the Fees, we can recover from you reasonable incidental expenses (e.g., travel), the cost of third-party services, and the cost of any materials required for the provision of the Services.

6.3. Any additional services not specified in the Quotation will be charged at our current applicable hourly rate.

6.4. We reserve the right to increase the Fees if you make any changes to the Services specified in the service agreement.

6.5. A deposit, as specified in the Quotation, must be paid within 7 days of acceptance. We reserve the right to suspend Services or terminate the Contract if the deposit is not received within this period. Deposits are generally non-refundable. The deposit will only be refunded if we fail to provide the Services as agreed under this Contract.

6.6. For website development projects, the deposit is non-refundable, as it covers work already undertaken, including planning, design, and development. Payment of the deposit constitutes acknowledgement and acceptance that, once work has commenced, the deposit will be retained even if the project is not completed or published.

6.7. We will invoice you for the Fees either upon completion of the Services or on the dates set out in the Quotation.

6.8. You must pay all invoices within 14 days of the invoice date, unless other credit terms are agreed in the Quotation. Time for payment is of the essence of the Contract.

6.9. If you fail to pay on time, we will charge statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 until payment is received in full. We may also suspend or cancel any further Services.

6.10. All payments must be made in full without any deduction, set-off or counterclaim.

6.11. All payments must be made in British Pounds unless otherwise agreed in writing. Receipts will be issued only upon request.

6.12. Fees for third-party subscriptions, licences, domain registrations, or hosting services (collectively "Subscription Costs") are payable in full and non-refundable once incurred, regardless of any suspension, termination, or dispute concerning the Services. Subscription Costs are separate from our service Fees and remain payable by you at all times.

6.13. Where Subscription Costs (including but not limited to licences, domains, hosting, or third-party services) are charged to you through us, we reserve the right to pass on any increases imposed by the third-party provider at any time during the Contract. Such increases shall take effect from the date we notify you in writing and will apply for the remainder of the Contract term.

7. Contract Term, Cancellation and Termination

7.1 Minimum Term:

All new service contracts are subject to an initial minimum term of 12 months, unless otherwise agreed in writing.

7.2 Cancellation and Amendment:

7.2.1. We may withdraw, cancel, or amend a Quotation if it has not been accepted within 7 days from its date.

7.2.2. Either party may cancel an order before the Quotation has been accepted.

7.2.3. If you wish to amend the Services, you must inform us in writing. We will make reasonable endeavours to accommodate the changes, and additional costs will be invoiced to you.

7.2.4. If we must change the Services due to circumstances beyond our control, we will notify you immediately and aim to keep such changes to a minimum.

7.3 Termination by Us for Cause:

7.3.1. We can terminate the Services immediately if you:

- Commit a material breach of your obligations; or
- Fail to pay any amount due under the Contract on the due date; or
- Become the subject of bankruptcy, insolvency, or liquidation proceedings.

7.3.2. In addition to our right to terminate, we may suspend provision of the Services immediately if any invoice remains unpaid after the due date. Suspension does not relieve you of your obligation to pay, and we may charge reasonable reactivation fees before reinstating the Services.

7.4 Termination by Us for Business Reasons:

In the unlikely event of significant challenges to our business operations, we reserve the right to terminate our contract with you by providing at least four weeks' written notice. This does not absolve either party of obligations incurred prior to the termination date.

7.5 Termination with Notice (Outside Minimum Term):

7.5.1. Outside of any fixed contract period, either party may terminate the services by providing at least one month's written notice via email or certified mail.

7.5.2. Services will continue to be provided and charged as normal until the termination date. All outstanding fees must be settled before termination is finalised.

7.5.3. Failure to provide the required notice may result in additional charges equivalent to one month's service fees. We reserve the right to continue invoicing for the notice period if you cease to use the Services without giving proper notice.

7.5.4. For subscription plans, cancellation will not take effect until the end of the billing cycle following the required notice period. No refunds will be made for early termination unless agreed in writing.

7.5.5. We reserve the right to charge an administrative fee for early termination to cover costs related to data migration or offboarding.

8. Liability and Indemnity

8.1. Except for liability that cannot be excluded by law, our liability shall be strictly limited to direct losses that are proven to result solely and directly from our own gross negligence in the performance of the Services.

8.2. In such circumstances, our total liability under this Contract shall not in any event exceed the Fees paid by you to us for our Services (excluding any third-party subscription or licence costs) in the specific month in which the event giving rise to the claim occurred, regardless of the number of claims made.

8.3. We are not liable for:

- Any indirect, incidental, consequential, punitive or special loss, damage, costs, or expenses;
- Any loss of profits, loss of business, loss of data, loss of anticipated savings, or loss of reputation;
- Business interruption or other third-party claims;
- Any failure to perform our obligations if the delay or failure is due to any cause beyond our reasonable control;
- Any losses caused by your failure to meet your obligations under the Contract; or
- Any losses arising from your choice of Services or how you use them.

8.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment, systems or data caused by you, your agents or employees, or resulting from your misuse, negligence, or failure to follow our reasonable instructions.

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

9. Intellectual Property

9.1. We reserve all copyright and any other intellectual property rights which may subsist in any goods or deliverables supplied in connection with the Services, including but not limited to websites, software, code, and designs.

9.2. All intellectual property rights in any deliverables shall remain vested in us until all Fees due under the Contract have been paid in full.

9.3. We reserve the right to take appropriate action to restrain or prevent the infringement of such intellectual property rights.

10. Data Protection

10.1. In providing the Services, we may process personal data of your employees. The parties agree that the Customer is the 'data controller' and the Service Provider is the 'data processor'

as defined in the General Data Protection Regulation (GDPR).

10.2. 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

10.3. We shall only process Personal Data as required to supply the Services and will not retain it for longer than necessary.

10.4. We will not disclose Personal Data to third parties except to employees, agents, or sub-contractors on a strict 'need-to-know' basis or as required by law.

10.5. We will implement and maintain appropriate technical and organisational security measures to protect Personal Data.

10.6. We shall not be liable for any failure by you to comply with your own obligations as a Data Controller under applicable data protection laws, including but not limited to failures in relation to data accuracy, retention, lawful basis for processing, or handling of data outside of our Services.

10.7. Further information can be found in our Data Protection Policy on our website. For enquiries or complaints regarding data privacy, please email info@cedtechnology.co.uk.

11. General Provisions

11.1. Force Majeure: We shall not be liable or responsible for any failure or delay in performing our obligations under this Contract if such failure or delay is caused by events beyond our reasonable control, including, without limitation, acts of God, natural disasters, pandemics, epidemics, government restrictions or directives, strikes, industrial action, civil unrest, war, terrorism, power failures, or interruptions to telecommunications or internet services.

In the event of a Force Majeure event, we may:

- Suspend performance of the affected Services for the duration of the event; or
- Terminate the Contract without liability to either party, provided reasonable notice is given.

Each party shall use reasonable efforts to mitigate the effects of a Force Majeure event.

During any period of suspension caused by a Force Majeure event, you remain liable for payment of Fees for Services already performed. No refunds or credits will be provided for any period of non-performance arising from a Force Majeure event.

11.2. Notices: All notices under these Terms and Conditions must be in writing and signed. Notices will be deemed duly given when delivered by courier, upon successful transmission by email, or on the fifth business day after mailing by national ordinary mail. Notices must be sent to the most recent address or email address notified to the other party.

11.3. Assignment and Sub-contracting: We can assign, transfer, or sub-contract our rights and obligations under these Terms and Conditions at any time. You must not do so without

our prior written consent.

11.4. No Waiver: No delay or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

11.5. Severance: If any provision of these Terms and Conditions is found to be unlawful or unenforceable, that provision will be deemed severed, and the remainder of the Terms and Conditions will remain valid and enforceable.

11.6. Law and Jurisdiction: These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales. All disputes shall be subject to the exclusive jurisdiction of the English and Welsh courts.