

iNTALECT Ltd – Terms and Conditions for One-Off Services and Equipment Supply

These Terms and Conditions are the standard terms that apply to all one-off Services or Equipment provided by us, iNTALECT Ltd, a company registered in England and Wales under number 05218564, of Unit 22 Greenfields Business Park, Wheatfield Way, Hinckley, Leics, LE10 1BB (“the Company”). These Terms and Conditions apply to business Customers only – we do not provide our Services to consumers (as defined in the Consumer Rights Act 2015).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Contract**” means the legally binding agreement formed as detailed in clause 2, which will incorporate and be subject to these Terms and Conditions;

“**Customer**” means the business detailed in our Quotation to which the Services or Equipment are to be supplied. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Customer in the context of this Contract;

“**Equipment**” means any computer hardware, devices and software listed in the Quotation to be provided by us;

“**Quotation**” means our quotation for the provision of the Equipment and/or Services on a one-off basis. Due to fluctuating Equipment costs and other costs outside of our control, our Quotation will remain open for acceptance for a period of 1 day, unless otherwise specified; and

“**Services**” means any one-off services to be provided by us to you as set out in our Quotation.

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

1.2.1 “we”, “us” and “our” is a reference to the Company and includes our employees, subcontractors and agents;

1.2.2 “you” and “your” is a reference to the Customer and includes your employees, subcontractors and agents;

1.2.3 “writing” and “written” includes emails & similar communications;

1.2.4 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;

1.2.5 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.6 a clause is a reference to a clause of these Terms and Conditions;

1.2.7 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 on their interpretation.

1.4 Words imparting the singular number will include the plural and vice versa. References to any gender will include the other gender. References to persons will include corporations.

2. The Contract

2.1 We will provide a Quotation for all one-off Services and/or the provision of Equipment. The acceptance of our Quotation, 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 submitted to us and for ensuring that our Quotation reflects your requirements. Our Quotation 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 otherwise agreed by us in writing.

3. Supply of Equipment and Services

3.1 All Services will be carried out during our normal business hours of 8:30am – 5:30pm, Monday to Friday excluding bank holidays in England, unless otherwise stated in the Quotation. Any works required outside of our normal business hours will incur additional costs.

3.2 Any additional Services or any changes in the Services must be authorised in advance by you in writing and will be chargeable at our standard rates applicable at the time.

3.3 We will use our reasonable endeavours to carry out the Services and/or deliver the Equipment in accordance with any timescales you have

requested. However, time will not be of the essence in the performance of our obligations.

3.4 We make no warranty that any Equipment we supply will be compatible with and/or work in conjunction with any other software or hardware used by you, unless we have expressly agreed this in writing.

3.5 We will contact you to advise when our Services have been completed. Subject to clause 10, we accept no responsibility for any problems that may arise after this notification and any further Services required will be chargeable.

3.6 Our price is based on being able to complete our Services in the agreed number of hours or visits over the period as detailed in the Quotation. If we are prevented from continuous working through to completion, or if we are given less than 24 hours’ notice to reschedule or cancel a pre-arranged visit to an agreed site, we reserve the right to recover any costs incurred as a result of the delay or any aborted visit.

3.7 We may provide you with information and advice in connection with the Services and/or the Equipment, including the selection of suitable Equipment. However, the ultimate decision regarding suitability rests with you and we accept no responsibility for any actions taken by you as a result of our advice or recommendations, or for any consequences should our professional advice not be taken.

3.8 If we are providing disaster recovery Services, we will use all reasonable endeavours to restore your system within 24 working hours of receiving notice of the issue from you. However, we cannot guarantee that this will be possible.

3.9 If we are providing you with licences to use third party software, this will be subject to the third party’s separate terms and conditions, which may be revised from time to time. If this happens, we will make you aware of the change as soon as is reasonably possible and your licence terms to use the software will also change. We will provide you with the number of licences you state you require. We cannot be held responsible if the third party discovers you do not have enough licences and we are not responsible for notifying you of licence expiry or renewal dates.

4. Equipment Delivery

4.1 The price quoted will exclude delivery costs, unless these are stated in the Quotation.

4.2 Delivery will be deemed to have taken place when the Equipment has been delivered to the delivery address indicated in your order or once you have collected it from our premises.

4.3 Where the Equipment is to be delivered in instalments, each delivery will constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions will not entitle you to treat the Contract as a whole as repudiated.

4.4 If for any reason we are unable to deliver the Equipment at your chosen delivery address, we will leave a note informing you that it has been returned to our premises, requesting that you contact us to arrange re-delivery. The re-delivery and storage will be chargeable. We may also, at our discretion, charge for restocking and administration costs.

4.5 We may use third party couriers to deliver the Equipment. You are required to inspect the Equipment on delivery or if this is not possible, the delivery note or such other note as appropriate must be marked “not examined”. Should the Equipment received be in poor condition on delivery, or simply incorrect, you are required to take photographs of the alleged damage or error and forward these to us within 24 hours of receipt. In this event, we will investigate and will arrange redelivery as soon as reasonably possible. We will be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this clause 4.5 are not complied with.

4.6 We may, at our discretion, decline to deliver the Equipment to your chosen delivery address if we deem it to be unsuitable for any reason. In this event, we will contact you and request you collect the Equipment from our premises and the provisions of clause 4.4 above will apply.

5. Customer’s Obligations

5.1 You agree, where applicable, to:

5.1.1 provide us with such information and assistance as we may reasonably require to enable us to perform the Services in accordance with the Quotation;

5.1.2 act in accordance with any and all reasonable instructions issued by us in relation to the Services;

5.1.3 allow us access at all reasonable times to the agreed site for the purpose of providing the Services;

- 5.1.4 ensure where you or any third party are installing any Equipment provided by us, such persons are suitably qualified and carry out the works in accordance with the installation instructions;
- 5.1.5 comply at all times with the manufacturers' guidelines, instructions and specifications, including with replacement consumables;
- 5.1.6 keep secure from third parties any passwords we may issue to you;
- 5.1.7 obtain and maintain all necessary licences, permissions and consents in connection with the Services.
- 5.2 If you fail to meet any of the provisions of clause 5.1, we reserve the right to suspend performance of the Services and/or delivery of the Equipment until you remedy the default and charge for any costs incurred by us as a result of your failure, at our discretion.
- 6. Fees and Payment**
- 6.1 All invoices are payable strictly within 30 days from the date of invoice, in pounds sterling, without set-off, withholding or deduction.
- 6.2 We reserve the right to request a deposit payment or payment in full up front if we so decide, at our sole discretion. In this event, no Equipment will be released for delivery or collection and no Services will be carried out until any pro-forma invoice issued by us has been paid.
- 6.3 For larger projects, or otherwise at our discretion, we also reserve the right to charge additional interim payments at various milestones as the works progress. Where possible, we will notify you of the expected milestones in our Quotation.
- 6.4 In addition, you will be required to reimburse us for any additional Services we may provide at your request together with all actual, reasonable travel expenses, any incidental expenses for materials used and any third party Equipment and services supplied in connection with the provision of the Services.
- 6.5 All prices quoted are expressed exclusive of VAT.
- 6.6 Time for payment is of the essence of the Contract. If you fail to make payment in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services, suspend all further delivery of Equipment, recover any Equipment in accordance with clause 7, and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 7. Risk and Retention of Title**
- 7.1 Risk of damage to or loss of the Equipment will pass to you at the time it is delivered to you or collected by you or, if you wrongfully fail to take delivery of the Equipment, at the time when we attempted to deliver it.
- 7.2 Notwithstanding clause 7.1, legal and beneficial title of the Equipment will not pass to you until we have received payment in full for the total price of the Equipment, in cleared funds.
- 7.3 Until payment has been made to us in accordance with clause 6, and title in the Equipment has passed to you, you will be in possession of the Equipment as bailee for us and you must store it separately and in an appropriate environment, ensuring that it is identifiable as being supplied by us, and you will insure it against all reasonable risks.
- 7.4 We shall be entitled at any time to require you to deliver up to us any Equipment in which we retain title and, if you fail to do so forthwith, to enter upon any premises of yours or any third party's during normal business hours where the Equipment is stored to repossess it.
- 7.5 Your right to possession of the Equipment in which we maintain legal and beneficial title will terminate if any of the events listed in clause 8 occur.
- 7.6 If we lease Equipment to you via a third party, this will be subject to the third party's terms and conditions, which will supersede this clause 8 with regards to risk and title.
- 8. Cancellation**
- 8.1 Upon acceptance of the Quotation, you will no longer be entitled to cancel the Contract, except with our agreement in writing and provided that you indemnify us in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by us as a result of the cancellation.
- 8.2 We may cancel the Contract at any time by giving you notice in writing if:
- 8.2.1 you commit any material breach of any term of this Contract and (in the case of a breach capable of being remedied) have failed to remedy the breach within 7 days after receiving a request in writing from us to do so;
- 8.2.2 you go into bankruptcy, liquidation or administration either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of your assets, or if you cease, or threaten to cease, to carry on business.
- 8.3 Upon cancellation of the Contract for any reason, we will invoice you for any Services carried out and any Equipment provided up until the date of cancellation and that sum will become immediately due and payable.
- 9. Guarantee:** We will pass on the benefit of any manufacturer's guarantee provided with the Equipment, where applicable. For further details and terms, please refer to the guarantee documentation supplied with the Equipment.
- 10. Limitation of Liability**
- 10.1 Nothing in these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
- 10.2 Except as provided in clause 10.1 above, 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 herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
- 10.3 All warranties or conditions whether express or implied by law are expressly excluded to the extent permitted by law.
- 10.4 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you for the Equipment and/or Services under the Contract.
- 10.5 You will indemnify and hold us harmless from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by you of your obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or contributed to by your negligent acts or omissions or those of any persons for which you are otherwise legally liable.
- 11. Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties 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.
- 12. Data Protection**
- 12.1 Both parties agree to comply with the provisions of the General Data Protection Regulation 2016, and any subsequent amendments to it.
- 12.2 If you provide us with or allow us access to 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 and if necessary, store such data to perform our obligations under the Contract. We will not use it for any other purpose. For further information, please refer to our Privacy Notice, available on request.
- 13. Force Majeure:** Neither Party shall 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.
- 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 the 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 the Contract, without obtaining your prior consent.
- 15. 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.
- 16. 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.
- 17. 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.

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. Law and Jurisdiction

19.1 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.

19.2 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.