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# General Terms & Conditions **2025**

## **1. DEFINITIONS AND INTERPRETATION**

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

"Agreement" means these General Terms and Conditions, together with any Order Form, Service Level Agreement (SLA), or other document referenced herein.

"Centraline", "we", "us", or "our" means Centraline IT Services, registered at International House, 10 Churchill Way, Cardiff, CF10 2HE, United Kingdom.

"Client", "you" or "your" means the individual, company, partnership, or organisation that purchases Services from Centraline.

"Confidential Information" means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data, including the UK Data Protection Act 2018, UK GDPR, EU General Data Protection Regulation (GDPR), and other applicable privacy laws in territories where Services are provided.

"Deliverables" means all documents, products, and materials developed by Centraline or its agents, subcontractors, consultants, and employees in relation to the Services.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets), and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Order Form" means the document setting out the agreed scope of Services to be provided to the Client.

"Services" means the services to be provided by Centraline as set out in the Order Form, including but not limited to Managed IT Services, Ad-Hoc IT Services, Service Level Managed Support Options, custom coded websites, web design, website management and hosting, and any Deliverables to be provided to the Client.

"Service Level Agreement" or "SLA" means any service level agreement between Centraline and the Client that forms part of the Agreement.

**1.2 In these Terms and Conditions, unless the context otherwise requires:**

- (a) words in the singular include the plural and vice versa;
- (b) references to a person include an individual, company, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state, or other entity; and
- (c) a reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

## **2. APPLICATION OF TERMS AND CONDITIONS**

2.1 These Terms and Conditions shall apply to all Services provided by Centraline to the Client, to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.2 No variation to these Terms and Conditions shall be binding unless agreed in writing by an authorised representative of Centraline.

2.3 Any quotation given by Centraline shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.4 The Client's purchase order, acceptance of a quotation, or instructions to proceed with Services constitutes an offer by the Client to purchase Services in accordance with these Terms and Conditions.

### **3. SERVICES**

3.1 Centraline shall provide the Services to the Client in accordance with the Order Form and any applicable SLA in all material respects.

3.2 Centraline reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Centraline shall notify the Client in any such event.

3.3 Centraline shall use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 Services will be delivered either remotely or in-person as agreed between the parties. Centraline does not sell physical goods as part of its Services.

## **4. CLIENT OBLIGATIONS**

### **4.1 The Client shall:**

- (a) co-operate with Centraline in all matters relating to the Services;
- (b) provide Centraline with such information and materials as Centraline may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (d) comply with all applicable laws, including data protection laws;
- (e) provide Centraline with access to the Client's premises, office accommodation and other facilities as reasonably required by Centraline to provide the Services;
- (f) prepare the Client's premises for the supply of the Services (if applicable);
- (g) follow Centraline's reasonable instructions with regard to the Services;
- (h) maintain all necessary backup copies of data and implement and maintain cybersecurity measures as advised by Centraline; and
- (i) be responsible for procuring any third-party cooperation reasonably required for the provision of the Services.

### **4.2 If Centraline's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):**

- (a) without limiting or affecting any other right or remedy available to it, Centraline shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Centraline's performance of any of its obligations;
- (b) Centraline shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Centraline's failure or delay to perform any of its obligations; and
- (c) the Client shall reimburse Centraline on written demand for any costs or losses sustained or incurred by Centraline arising directly or indirectly from the Client Default.

## **5. CHARGES AND PAYMENT**

5.1 The charges for Services shall be as set out in the Order Form or as otherwise agreed in writing between the parties.

5.2 Centraline reserves the right to increase the charges on an annual basis with effect from each anniversary of the effective date of the Agreement in line with the percentage increase in the Retail Price Index in the preceding 12-month period.

5.3 Centraline shall invoice the Client for the charges at the intervals specified in the Order Form, or if no intervals are specified:

- (a) for ongoing services, monthly in arrears; and
- (b) for one-off services, on completion of the Services.

5.4 The Client shall pay each invoice submitted by Centraline:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Centraline.

5.5 All amounts payable by the Client under the Agreement are exclusive of value added tax (VAT), which shall be added at the applicable rate where appropriate.

5.6 If the Client fails to make a payment due to Centraline under the Agreement by the due date, then, without limiting Centraline's remedies:

- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
- (b) Centraline may suspend all Services until payment has been made in full; and
- (c) Centraline shall be entitled to recover any reasonable costs incurred in recovering late payments.

5.7 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by Centraline or its licensors.

6.2 Centraline grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business during the term of the Agreement.

6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

6.4 The Client grants Centraline a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to Centraline for the term of the Agreement for the purpose of providing the Services to the Client.

6.5 Unless specifically agreed otherwise in the Order Form, the Client acknowledges that, in respect of any third-party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Centraline obtaining a written licence from the relevant licensor on such terms as will entitle Centraline to license such rights to the Client.

## **7. DATA PROTECTION AND PRIVACY**

7.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.

7.2 The parties acknowledge that for the purposes of the Data Protection Laws, the Client is the controller and Centraline is the processor of any personal data processed as part of the Services (where "controller", "processor", and "personal data" have the meanings given in the Data Protection Laws).

7.3 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Centraline for the duration and purposes of the Agreement.

7.4 Centraline shall, in relation to any personal data processed in connection with the performance of its obligations under the Agreement:

(a) process that personal data only on the documented written instructions of the Client unless Centraline is required by the laws of any member of the European Union, UK law, or by the laws of any other jurisdiction applicable to Centraline to process personal data ("Applicable Laws"). Where Centraline is relying on Applicable Laws as the basis for processing personal data, Centraline shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Centraline from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(d) not transfer any personal data outside of the UK or European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- (i) the Client or Centraline has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) Centraline complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; and
- (iv) Centraline complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;

(e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a personal data breach;

(g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the personal data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.5 The Client consents to Centraline appointing third-party processors of personal data under the Agreement. Centraline confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7. As between the Client and Centraline, Centraline shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.

## **8. CONFIDENTIALITY**

8.1 Each party undertakes that it shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any Confidential Information of the other party, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's Confidential Information comply with this clause 8;

(b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority, including law enforcement agencies as set out in clause 16; and

(c) with the prior written agreement of the disclosing party.

8.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

## **9. LIMITATION OF LIABILITY**

9.1 Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to clause 9.1, Centraline's total liability to the Client shall not exceed the total charges paid by the Client to Centraline in the 12-month period preceding the event giving rise to the claim, or £100,000, whichever is the lesser sum.

9.3 Subject to clause 9.1, the types of loss listed in this clause 9.3 are wholly excluded by the parties:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

9.4 Centraline has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

9.5 This clause 9 shall survive termination of the Agreement.

## **10. TERM AND TERMINATION**

10.1 The Agreement shall commence on the date when it is entered into and shall continue, unless terminated earlier in accordance with clause 10.2, until either party gives to the other not less than one month's written notice to terminate.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, Centraline may terminate the Agreement with immediate effect by giving written notice to the Client if:

(a) the Client fails to pay any amount due under the Agreement on the due date for payment; or

(b) there is a change of control of the Client.

10.4 Without affecting any other right or remedy available to it, Centraline may suspend the supply of Services under the Agreement or any other contract between the Client and Centraline if the Client fails to pay any amount due under the Agreement on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(d), or Centraline reasonably believes that the Client is about to become subject to any of them.

## **11. CONSEQUENCES OF TERMINATION**

### **11.1 On termination of the Agreement:**

(a) the Client shall immediately pay to Centraline all of Centraline's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Centraline shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the Client shall return all of Centraline's equipment and any Deliverables which have not been fully paid for. If the Client fails to do so, then Centraline may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

11.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## **12. FORCE MAJEURE**

12.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

12.2 If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Agreement by giving 7 days' written notice to the affected party.

## **13. GENERAL**

### **13.1 Assignment and other dealings**

(a) Centraline may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under the Agreement.

(b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Centraline.

### **13.2 Notices**

(a) Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to the address specified in the Order Form.

(b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action.

**13.3 Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

13.4 Waiver. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall

not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13.6 Entire agreement.

(a) The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

13.7 Third party rights. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

13.8 Variation. Except as set out in these Terms and Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.9 Governing law. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

13.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. For Clients based outside the United Kingdom, the parties agree to submit to the jurisdiction of the courts of England and Wales, without prejudice to Centraline's right to seek injunctive relief in any appropriate jurisdiction.

## **14. SERVICE LEVELS AND SUPPORT**

14.1 Centraline shall provide the Services in accordance with the service levels set out in the applicable SLA, which shall form part of the Agreement.

14.2 Unless otherwise agreed in writing, support services shall be provided during Centraline's normal business hours (9:00 am to 5:00 pm UK time, Monday to Friday, excluding public holidays).

14.3 Centraline shall use reasonable endeavours to respond to support requests within the timeframes specified in the applicable SLA.

14.4 Service Level Managed Support Options are designed to avoid unexpected costs for the Client. The specific terms of such options shall be as set out in the Order Form or applicable SLA.

## **15. WEBSITE AND HOSTING SERVICES**

15.1 Where Centraline provides website design, development, management, or hosting services:

- (a) The Client shall provide all necessary content, information, and materials required by Centraline to complete the website in a timely manner.
- (b) The Client shall be responsible for ensuring that all content provided to Centraline complies with all applicable laws and regulations, including but not limited to data protection laws, consumer protection laws, and laws relating to intellectual property rights.
- (c) Centraline shall use reasonable endeavours to ensure that the website functions correctly across commonly used browsers and devices, but does not guarantee that the website will function correctly on all browsers or devices.
- (d) Where hosting services are provided, Centraline shall use reasonable endeavours to ensure the availability of the website, subject to scheduled maintenance and factors outside of Centraline's control.
- (e) The Client acknowledges that the effectiveness, search engine rankings, and commercial success of any website cannot be guaranteed.

15.2 Website hosting services shall be subject to an acceptable use policy, which Centraline shall make available to the Client on request.

## **16. LAW ENFORCEMENT AND REGULATORY COOPERATION**

16.1 The Client acknowledges that Centraline routinely cooperates with law enforcement agencies and regulatory authorities and may disclose information as required by law or regulation.

16.2 Centraline may disclose any information relating to the Client or the Services to law enforcement agencies or regulatory authorities:

- (a) as required by applicable law, regulation, or court order;
- (b) to comply with any regulatory requirements;
- (c) to assist in the prevention, detection, or investigation of crime;
- (d) to protect the safety of Centraline's staff, customers, or the public; or
- (e) to protect Centraline's rights, property, or safety, or the rights, property, or safety of others.

16.3 Where possible and permitted by law, Centraline shall notify the Client of any such disclosure.

## **17. INTERNATIONAL CONSIDERATIONS**

17.1 Where Services are provided in territories outside the United Kingdom, local laws and regulations may apply in addition to these Terms and Conditions.

17.2 The Client shall be responsible for ensuring that its use of the Services complies with all applicable local laws and regulations in the territories where it operates.

17.3 Where there is a conflict between these Terms and Conditions and mandatory provisions of local law in the territory where the Client is located, the mandatory provisions of local law shall prevail to the extent of the conflict.

17.4 For Services provided within the European Economic Area (EEA), the parties acknowledge that such Services may be subject to additional requirements under EU law, including but not limited to the GDPR, and Centraline shall comply with such requirements as applicable.

17.5 For Services provided to Clients in the United States, Canada, the United Arab Emirates, the Philippines, or other non-EEA countries, specific regulatory requirements may apply, and the parties shall agree on any additional terms necessary to ensure compliance with such requirements.

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## Centraline IT Services

International House, 10 Churchill Way, Cardiff, CF10 2HE, United Kingdom

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