



Terms and Conditions

Terms and Conditions of Sales

These terms and conditions govern the sale of Hardware, supply of Services and licensing of software by Trust IT to the Customer, as set out in the Quote and any Statement of Work. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose, or which are implied by trade, custom, practice, or course of dealing.

1. Interpretation

- 1.1. Unless the context otherwise requires, the words “include(s)” and “including” will be construed without limitation and words in the singular shall include the plural, and vice versa. The headings in the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement. The following terms shall have the meaning set out below:
- 1.1.1. **Agreement:** these terms and conditions, together with the relevant order form;
 - 1.1.2. **Customer:** a purchaser or licensee of the Products;
 - 1.1.3. **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the retained EU law version of the General Data Protection Regulation (EU 2016/679) (**UK GDPR**); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or updated and all other legislation and regulatory requirements in force from time to time which apply to a party;
 - 1.1.4. **Hardware:** the computer equipment and other physical items to be purchased;
 - 1.1.5. **Intellectual Property Rights (IPR):** any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
 - 1.1.6. **Insolvency Event:** where an entity (i) is unable or admits an inability to pay its debts as they fall due, (ii) is declared to be unable to pay its debts under applicable law, (iii) suspends making payments on any of its debts, or (iv) by reason of actual or anticipated financial difficulties, commences negotiations in writing with one or more of its creditors;
 - 1.1.7. **Products:** any Hardware or Software sold or licensed by Trust IT or any Subscription Service provided by Trust IT;
 - 1.1.8. **Quote:** written quote provided by Trust IT to the Customer, as more fully described at clause 2;
 - 1.1.9. **Site:** the Customer’s premises where the Products will be delivered and / or installed;
;
 - 1.1.10. **Software:** the software to be purchased and related materials, updates and enhancements developed by TRUST IT or third parties and supplied by TRUST IT;
 - 1.1.11. **Subscription Service:** access to a website or service over a period of time determined by TRUST IT;

- 1.1.12. **Trust IT:** Trust IT, a trading company of Talk Straight Wholesale Limited a company incorporated/registered in England (Company Number 08855936) whose registered office is at Unit 2-4 Backstone Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ;
- 1.1.13. **VIOP:** voice over internet protocol service or hosted telephony system;
- 1.1.14. **Working Day:** the hours of 9am – 5pm, Monday to Friday inclusive, excluding Public/Bank Holidays in England and Trust IT’s shutdown period between Christmas and New Year each year.

2. Basis of Contract

- 2.1. Each Quote provided to the Customer shall be regarded as an explanation by TRUST IT of what Hardware, Services or Licensed Software will be provided, and at what cost.
 - 2.1.1. By expressing written agreement to the terms of the Quote, the Customer offers to purchase the Hardware, Services or software licences from TRUST IT, as listed on the relevant Quote. Following receipt of the Customer’s signed Quote, TRUST IT shall acknowledge the Customer’s signed Quote in turn, which shall form a contract in accordance with these Conditions, incorporating by reference any applicable ancillary documents (“Contract”).
 - 2.1.2. Should any other correspondence from the Customer contradict in any way the Quote or any of these Conditions (“Contradictory Terms”), such Contradictory Terms shall not be incorporated unless and to the extent that a revised Quote is issued incorporating any of the Contradictory Terms. A Contract shall come into existence either:
 - 2.1.2.1. immediately upon acknowledgment of the signed Quote by TRUST IT; or
 - 2.1.3. on the start date set out in the Quote itself, whichever is later (“Start Date”).
- 2.2. After the Start Date, a Contract may not be terminated except in accordance with its terms.
- 2.3. Unless expressly stated to the contrary in the relevant Quote (or otherwise agreed in writing by TRUST IT), each Quote is only valid for 14 days from its date of issue (or such other period as is specified therein).
- 2.4. If there is an inconsistency between any of the provisions of a Contract, the following descending order of priority shall apply:
 - 2.4.1. Any Special Terms set out in the Quote itself, provided that each Special Term expressly states that it is modifying a clause of these Conditions, along with the relevant clause reference of the Condition being modified;
 - 2.4.2. the relevant Service Specification; and then
 - 2.4.3. these Conditions.
- 2.5. Each party warrants that:
 - 2.5.1. it has full capacity to enter into and perform its obligations under a Contract; and
 - 2.5.2. each Contract is executed by a duly authorised representative of that party.
- 2.6. The warranties set out at clause 2.5 above are deemed to be repeated by each party in respect of each Contract on the applicable Start Date for the same.

3. Price

- 3.1. Prices are quoted and agreed in sterling on the basis of costs prevailing at the time.

- 3.2. The prices on the written Quote will be fixed for a period of 14 days (or such other period as is specified therein), after which period the prices for the Products and services are subject to alteration without notice and the price charged to the Customer will be that applicable at the date of TRUST IT's acceptance of the order, subject to clause 3.4 (Price) below. Orders are not binding upon TRUST IT until accepted by TRUST IT.
- 3.3. All prices (unless mentioned separately) are exclusive of value added tax (and any similar tax), packing, carriage, insurance, and installation. Where applicable these will be added as separate items on TRUST IT's invoice.
- 3.4. Orders will be deemed accepted and binding on both parties as follows:
 - 3.4.1. Orders will contain a PO number
 - 3.4.2. where an authorised officer of TRUST IT issues written acceptance to the Customer, at the point of such acceptance; or
 - 3.4.3. in all other circumstances, following full payment for the Products or at the point that TRUST IT commences delivery of the Product in question.
- 3.5. All VOIP related products and services provided by TRUST IT are subject to price change during the contract period.
- 3.6. Indexation
 - 3.6.1. In addition to any other increases (including for increases in third party costs), TRUST IT have the right, each contract year, to increase the price of an Order to reflect indexation, on 30 days' notice to the Customer, to the higher of:
 - 3.6.2. the price indexed to the Retail Prices Index;
 - 3.6.3. the price indexed to the Consumer Prices Index; or
 - 3.6.4. 3%.

4. Payment

- 4.1. Trust IT may share customer credit history information with relevant credit agencies. TRUST IT reserves the right to run a credit check with a relevant credit agency before giving a Customer credit, and to validate any credit card account holder or delivery address details.
- 4.2. TRUST IT remains the owner of the Products until these have been paid for in full.
- 4.3. Unless otherwise notified to the Customer in writing by TRUST IT, the Customer shall pay for Products at the time of invoice. Where the Customer is invoiced by TRUST IT on the date of delivery for the Products, the Customer shall pay all invoices within fourteen (14) days of the date thereof (time being of the essence). Terms of payment are within TRUST IT's sole discretion.
- 4.4. Until payment of the order in full:
 - 4.4.1. TRUST IT shall have absolute authority to retake, sell or otherwise deal with or dispose of any or part of the Products; the Products will appear in the Customer's books in the name of TRUST IT;
 - 4.4.2. in the event of threatened liquidation or threatened seizure of the Products, the Customer will immediately notify TRUST IT and TRUST IT may take action to repossess the Products. The Customer will also notify interested third parties of TRUST IT's ownership of the Products;
 - 4.4.3. TRUST IT shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Hardware.

5. Late payment

- 5.1. TRUST IT reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty or (at TRUST IT's option) forthwith to determine the same. TRUST IT has no obligation to provide service or support until TRUST IT has received full payment for the Product or services or support that the Customer has purchased.
- 5.2. If any sum owed by the Customer to TRUST IT under the Agreement or any other contract the Customer has with TRUST IT is not paid by the due date, TRUST IT may deduct this sum from any payment or credit due to the Customer under the Agreement or any other contract with TRUST IT.
- 5.3. TRUST IT reserves the right to suspend or cancel the Customer's credit account if any invoice is overdue.
- 5.4. Automatic Renewal Products: Trust IT offers some Products and Services which have automatic renewals. Once Trust IT has informed the Customer that the subscription will be automatically renewed, Trust IT will automatically renew the services and charge the Customer the then current price for the renewal term plus 3%. Trust IT will charge the Customer's chosen payment method for the subscription Product renewal. The Customer must cancel the Subscription Service before the renewal date notice period set out in the relevant contract for the Subscription Service or a quote (a twelve month service contract attracts a minimum 3 months' notice period) or in the absence of such contract, thirty (30) days before the renewal date to avoid being charged and invoiced for the renewal. Trust IT reserves the right to charge an additional administration fee to set up or renew any Subscription Service where the Customer has opted out of the automatic renewal provision.

6. Site Preparation and Access

- 6.1. If TRUST IT installs the Product the Customer:
 - 6.1.1. agrees to prepare the Site according to any instructions TRUST IT may give and to provide TRUST IT with reasonable access to the Site for the purposes of the Agreement; and
 - 6.1.2. will obtain any permission needed, including permission for any changes to the Site. For the avoidance of doubt this includes, without limitation, any licences, planning permissions or other consents.
- 6.2. The Customer and TRUST IT will meet each other's reasonable safety and security requirements when on the Site.
- 6.3. If the Customer or TRUST IT damages the other's equipment it must pay for any repair or replacement needed.
- 6.4. The Customer is responsible for making the Site good, after any work undertaken by TRUST IT at the Site, including putting items back and for re-decorating.

7. Delivery and Installation

- 7.1. Upon delivery, the Customer is responsible for protecting and insuring the Products against loss, damage or destruction.
- 7.2. All deliveries shall be made during Working Days. If the Customer requires delivery to be made outside such times, subject to TRUST IT's sole discretion, an additional charge shall be payable.
- 7.3. TRUST IT reserves the right to make partial deliveries.
- 7.4. If the Customer delays or prevents the delivery or installation of the Products, TRUST IT may apply reasonable additional charges.
- 7.5. Dates for delivery of the Products are estimates only and are subject to TRUST IT's availability schedule. TRUST IT shall use its reasonable endeavours to meet any delivery date acknowledged but shall not be liable for failure to meet such date.
- 7.6. TRUST IT does not accept liability for delays and time shall not be of the essence. TRUST IT will try to inform the Customer if TRUST IT believes that performance is likely to be delayed for any reason.
- 7.7. Where TRUST IT installs Hardware, TRUST IT shall perform the standard inspection diagnostic checks.
- 7.8. If TRUST IT has not agreed to install the Hardware, the Customer shall be responsible for the installation of Hardware in accordance with instructions provided by TRUST IT or third party supplier.
- 7.9. If installation is not performed by TRUST IT, TRUST IT shall be under no obligation to perform any acceptance test procedures and the date of acceptance shall be the date of delivery to the Customer.
- 7.10. For TRUST IT installed Products, satisfactory completion of TRUST IT's standard test procedure and an Acceptance Form (if applicable) signed by the Customer, which the Customer shall not unreasonably refuse to sign, and TRUST IT will be sufficient to establish acceptance.
- 7.11. If the Acceptance Form is not signed by the Customer within seven (7) days after installation of the Products and in the absence of written notification of valid reasons justifying non acceptance, the Customer shall be deemed to have accepted the Products on the eighth (8th) day.

8. Services

- 8.1. The terms of this clause 8 (Services) apply with respect to any Services supplied pursuant to a Contract.
- 8.2. During the Term of the relevant Contract, in consideration for the payment of the charges, TRUST IT shall provide the applicable Services to the Customer materially in accordance with the relevant Quote, the applicable Service Specification and these Conditions.
- 8.3. When attending the Customer's premises, TRUST IT shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it in advance of the provision of the Services, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 8.4. TRUST IT will use its reasonable endeavours to supply all relevant Services in accordance with any performance metrics or performance dates set out and / or referred to in the Quote in respect of such Services. Any dates given are estimates only and time is not of the essence for the performance of the Services.

- 8.5. TRUST IT shall have the right to make any changes to the Services which:
- 8.5.1. improve the nature or quality of the Services;
 - 8.5.2. are necessary to comply with applicable law;
 - 8.5.3. result from a sourcing Issue; or
 - 8.5.4. do not materially negatively affect the nature or quality of the Services, and TRUST IT shall notify the Customer in any such event. Such notification shall include any variations to the charges which TRUST IT reasonably considers to be necessary in light thereof.
- 8.6. Where there is a default on the part of the Customer, TRUST IT (without limiting its other rights or remedies) may suspend performance (and is relieved from its performance obligations) until the Customer remedies the same. The Customer shall be liable for any costs incurred by TRUST IT.
- 8.7. Where the Customer purchases a set number of hours or days' worth of a given Service, TRUST IT shall devote such time as has been purchased by the Customer in advance to the provision of the same.
- 8.8. Unless specifically authorised to do so by the Customer in writing, TRUST IT shall not:
- 8.8.1. have any authority to incur any expenditure in the name of or for the account of the Customer; or
 - 8.8.2. hold themselves out as having authority to bind the Customer.

9. Personnel and Management

- 9.1. Each party shall ensure that all personnel are suitably qualified, adequately trained and capable of performing the activities they have been tasked with performing under a Contract.
- 9.2. Unless otherwise agreed in the Quote and subject to clause 3.1 above, the selection of personnel is at the sole discretion of the relevant party.
- 9.3. With respect to the provision of Regulated Activities under a Contract, TRUST IT shall:
- 9.3.1. ensure that all TRUST IT personnel engaged in Regulated Activities are subject to a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service;
 - 9.3.2. monitor the level and validity of the checks under this clause 3.3 for each member of TRUST IT personnel; and
 - 9.3.3. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activities.

10. Customer Responsibilities

- 10.1. The Customer shall:
- 10.1.1. the Customer will notify Trust IT in writing of the names and positions of its staff who will be liaising with Trust IT. Appropriately experienced and qualified staff shall be made available by the Customer as reasonably necessary to answer business related questions.
 - 10.1.2. provide all necessary co-operation reasonably required in relation to a Contract;
 - 10.1.3. comply with any and all obligations which are set out in the Quote which are stated to be performed by the Customer, together with any other obligations which are apparent or would

be ordinarily expected to be complied with by the Customer in the ordinary course of receipt of similar services;

- 10.1.4. provide such assistance from the Customer personnel as may be reasonably requested by TRUST IT from time to time;
 - 10.1.5. ensure that the terms of each Contract are complete and accurate;
 - 10.1.6. respond promptly to any request for a decision, guidance, information or instruction which TRUST IT may submit in relation to a Contract from time to time;
 - 10.1.7. not do or permit anything to be done that will or may damage the business, reputation, image and / or good will of TRUST IT;
 - 10.1.8. only use the Services for lawful purposes and shall not use the Services:
 - 10.1.8.1. in any way that breaches any applicable law;
 - 10.1.8.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 10.1.8.3. for the purpose of harming or attempting to harm minors in any way;
 - 10.1.8.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 10.1.8.5. knowingly to transmit any data, send or upload any material that contains Harmful Code;
 - 10.1.9. ensure that there are in place all necessary consents, licences and permissions required to permit TRUST IT to access and use all the Customer Content and any other items as may be appropriate in connection with each and every Contract;
 - 10.1.10. without diminishing TRUST IT's responsibility to provide Services relating to connectivity, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to TRUST IT's hosting environment (or, where appropriate, the third-party portal through which TRUST IT provides Services to the Customer).
- 10.2. The Customer shall not attempt to probe, scan, penetrate or test the vulnerability of any of TRUST IT's systems or networks or breach any of TRUST IT's security or authentication measures, whether by passive or intrusive techniques, without TRUST IT's prior written consent.

11. Hardware

- 11.1. The terms of this clause 11 (Hardware) apply in respect of any Hardware supplied by TRUST IT to the Customer pursuant to a Contract.
- 11.2. TRUST IT shall supply the Hardware to the Customer as detailed in the relevant Quote.
- 11.3. Hardware delivery dates are approximate only and time of delivery is not of the essence. Delivery shall be completed on the Hardware's arrival at the Delivery Location. The Customer is responsible for unloading, and any unloading that takes place shall be at the Customer's risk, unless expressly stated to the contrary in the Quote.
- 11.4. Subject to clause 11.3 (Hardware) above, TRUST IT shall deliver the Hardware to the delivery location in material accordance with any delivery schedule agreed as part of the Quote.
- 11.5. If the Customer fails to accept or take delivery of the Hardware (including failing to provide appropriate delivery instructions to TRUST IT), TRUST IT may store the Hardware until delivery

takes place, and may at its option charge the Customer for all related costs and expenses (including insurance).

- 11.6. Where 10 Working Days have elapsed since TRUST IT attempted to re-deliver the Hardware to the delivery location, and / or where TRUST IT has notified the Customer to arrange another delivery following failure of the first and the Customer has not engaged with this correspondence, then TRUST IT may resell or otherwise dispose of all of the Hardware or any part of it, and after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Hardware.
- 11.7. TRUST IT may deliver in instalments, which may (at TRUST IT's option) be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 11.8. Risk in the Hardware shall pass to the Customer on completion of delivery at the delivery location.
- 11.9. Title to the Hardware shall not pass to the Customer until TRUST IT has received payment in full (in cleared funds) for the Hardware. Until title has passed to the Customer, the Customer shall:
 - 11.9.1. hold the Hardware on a fiduciary basis as TRUST IT's bailee;
 - 11.9.2. store the Hardware separately from all other hardware and ensure that it is readily identifiable as TRUST IT's property;
 - 11.9.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
 - 11.9.4. maintain the Hardware in satisfactory condition and keep it insured on TRUST IT's behalf against all risks for its full price; and
 - 11.9.5. give TRUST IT such information relating to the Hardware as TRUST IT requires, notwithstanding that the Customer may use the Hardware in its ordinary course of business.
- 11.10. Where the Customer experiences an Insolvency Event (or TRUST IT believes that the same is about to occur) before title to the Hardware passes to the Customer, if the Hardware has not been irrevocably incorporated into another product or service, (without limiting any other right or remedy TRUST IT may have) TRUST IT may demand the Customer deliver up the Hardware and, if the Customer fails to do so promptly, enter the Site(s) where the Hardware is stored to recover it. The Customer shall ensure that TRUST IT shall have similar rights of entry with respect to any third party who takes possession of the Hardware prior to the passage of title from TRUST IT to the Customer.
- 11.11. For the avoidance of doubt, where TRUST IT supplies Hardware to the Customer on a temporary basis as part of the Services (e.g. to enable the Customer's operations to continue whilst new equipment is procured), TRUST IT gives no warranty with respect to the condition of such Hardware, nor to its fitness for any purpose, even where such purpose is known to TRUST IT prior to the provision of the Hardware.

12. Software and licences

- 12.1. Any Software made available to download or purchase from TRUST IT is the copyrighted work of TRUST IT and/or its suppliers.
 - 12.1.1. When the Customer purchases Software, the Customer is actually purchasing a license to use the Software rather than purchasing the Software itself.

- 12.1.2. Software licenses purchased from TRUST IT are subject to the licence agreement that accompanies the Software (the “Licence Agreement”).
- 12.1.3. The Customer will be required to agree to the terms and conditions of the Licence Agreement when the Software is installed.
- 12.1.4. It is the responsibility of the Customer to ensure the Licence Agreement is for a sufficient number of end users.
- 12.2. Any licence to use a Subscription Service made available to download or purchase from TRUST IT is the copyrighted work of TRUST IT and/or its suppliers.
 - 12.2.1. When the Customer purchases a licence, the Customer is actually purchasing a license to use the Subscription Service rather than purchasing the Subscription Service itself.
 - 12.2.2. It is the responsibility of the Customer to ensure sufficient licences are purchased for the number of end users or Hardware that will access the Subscription Service.
- 12.3. If the Customer is furnished with a developer’s software licence, the same must be signed and returned to TRUST IT or, if applicable, the developer within seven (7) days or as otherwise specified in the said licence. In the event that the Customer fails to sign and return the said licence in accordance with this sub-clause:
- 12.4. TRUST IT reserves the right to withhold release and/or support of the Software; or
 - 12.4.1. if Software has been released to the Customer, TRUST IT reserves the right to terminate the Software Licence and to receive full payment for the Software.
- 12.5. Upon delivery of the Software, the Customer will be granted and will accept a non-exclusive, non-transferable licence to use the Software on a single designated system or temporary back up system containing not more than one central processing or master unit (“CPU”), on the terms of the Agreement including the following:
 - 12.5.1. the Customer undertakes not to copy Software in whole or in part other than up to a maximum of three (3) machine readable copies for Customer’s internal use on a single designated CPU;
 - 12.5.2. the Customer agrees not to reverse assemble or reverse compile the Software in whole or in part except to the extent permitted by law.
 - 12.5.3. The Customer shall grant access to the Software only to those employees and contractors requiring such access and shall take all such reasonable steps to ensure that all such persons are bound by the same obligations as the Customer and in particular shall ensure that such obligations are expressed so as to ensure beyond any termination of such persons’ contracts with the Customer.
- 12.6. TRUST IT shall be entitled from time to time during a Working Day, on giving reasonable notice, to enter on to the Customer’s premises where the Software is installed to verify whether the Customer is complying with the Agreement.
- 12.7. For the avoidance of doubt, the price of any fixed term licence is subject to increase in accordance with clause 3 (Price) above.

13. Order Amendments

- 13.1. The Agreement cannot be varied without the written agreement of the parties, except that TRUST IT may make minor changes to the specification of the Products at any time and without notice which do not materially affect the performance of the Products.

- 13.2. The Customer may request an amendment to an order prior to despatch of the Product. Amendments requested by the Customer may incur an additional charge to be calculated by TRUST IT at its sole discretion and may result in delayed delivery of the Product. A Customer may only request an amendment to an order in writing (including via email). The request must clearly state the Customer name, order number, the requested amendment, and the reason for the amendment. No change to the order will be effective until TRUST IT has confirmed in writing (which for these purposes shall include e-mail) its acceptance to a Customer requested amendment.
- 13.3. TRUST IT may request an amendment to an order prior to delivery of the Product. Amendments requested by TRUST IT may incur an additional charge and may result in delayed delivery of the Product. TRUST IT will only request an amendment to an order in writing (which for these purposes shall include e-mail) setting out the reason for the amendment. The Customer has five (5) Working Days to reject the order amendment, otherwise the revised order will be valid for the purposes of the Agreement.

14. Cancellation and Returns

- 14.1. The Customer must ensure that all Products are inspected promptly upon delivery and in all cases the Customer must inform TRUST IT of any defects or damages in writing (including via email), and via telephone within two (2) Working Days of delivery so that the repair or replacement process can begin with the manufacturer.
- 14.2. Damage in transit
- 14.2.1. TRUST IT will accept responsibility for damages or loss in transit only if:
- 14.2.1.1. the Customer reports the damage or loss in accordance with clause 14.1 (Cancellation and Returns)
 - 14.2.1.2. such loss or damage is noted on the consignment note or delivery document upon receipt
 - 14.2.1.3. the added packaging is retained for inspection and the Products are handled by the Customer in accordance with TRUST IT's or the carriers' conditions of carriage or handling stipulations.
- 14.2.2. Where TRUST IT accepts responsibility under clause 14.2 (Cancellation and Returns), TRUST IT shall at its option replace or repair any Products proved to TRUST IT's satisfaction to have been lost or damaged in transit.
- 14.3. Non-cancellable / Non-returnable Products
- 14.3.1. Returns of the Products, unless they are dead on arrival, will not be accepted in the following circumstances:
- 14.3.1.1. the Products were made to the Customer's own specification or configured to order
 - 14.3.1.2. audio or video recordings or Software that the Customer has unsealed
 - 14.3.1.3. open packaged Software or pre-loaded / downloaded Software Licences
 - 14.3.1.4. a Product stipulated on the order form or quotation as non-cancellable or non-returnable
- 14.3.2. For quotes / orders containing exclusively non-standard items the entire quote / order shall be designated as non-cancellable / non-returnable. For quotes / orders containing both

standard and non-standard items, only the non-standard items or items the Customer has been told are non-returnable shall be non-cancellable / non-returnable.

14.4. Cancellation

14.4.1. With the exception of the Products which fall within clause 14.4 (Cancellation and Returns) above, the Customer may cancel an order after acceptance of the order by TRUST IT, but before despatch of the Product, subject to a cancellation fee of up to but not greater than the total order value. Such cancellation fee to be calculated by TRUST IT at its sole discretion and may include:

14.4.1.1. TRUST IT's charges for order processing and management and / or

14.4.1.2. a restocking fee of the manufacturer; and / or

14.4.1.3. the full charges for the Product.

14.5. Unopened Products

14.5.1. TRUST IT normally allows Customers to return unopened Products, however all returns are at TRUST IT's sole and absolute discretion. TRUST IT will only consider returns provided:

14.5.1.1. the Customer informs TRUST IT, in writing (including via email), of its wish to return the unopened Product within seven (7) Working Days following delivery, whereupon TRUST IT shall give further instructions regarding the returns process which the Customer must follow;

14.5.1.2. the Product is received by TRUST IT, or such other place as instructed to the Customer by TRUST IT, within fourteen (14) days of the date the Product was delivered to the Customer; and

14.5.1.3. the manufacturer accepts the return of the goods and certifies that they are in resaleable condition.

14.5.2. In all events the Customer will be responsible for the cost of returning the Product to TRUST IT or the manufacturer and will be responsible for up to the full value of the Product if it is received damaged, opened or not in a resaleable condition.

14.5.3. In circumstances where return of Product(s) is permitted by TRUST IT, TRUST IT will issue a credit note on the Customer's account so that the invoice for the relevant Product is deemed cancelled. In the event a Customer has paid for the Products in full, a refund will be granted.

14.6. Opened Product: Dead on Arrival ("DOA")

14.6.1. The Customer must satisfy themselves of the manufacturer's DOA or warranty policies before they purchase the Products. Individual manufacturer's DOA policies should be included in the warranty which is delivered with the Product. The TRUST IT customer service department will not have details of the DOA policies.

14.6.2. If the Customer has inspected the Products in accordance with clause 13.1 (Order Amendments) and finds the Products to be DOA, the Customer must contact TRUST IT within two (2) Working Days to obtain a repair or refund. TRUST IT will not accept the return of faulty goods to TRUST IT's premises.

14.6.3. The refund or replacement of faulty or defective DOA Products is subject strictly to individual manufacturer's DOA policies.

14.6.4. The Customer may be required to contact the manufacturer's technical department to troubleshoot and / or to obtain DOA authorisation which must be retained by the Customer and presented to TRUST IT upon request.

14.6.5. The Customer is also required to make a note of any call /case reference numbers issued by the manufacturer to assist TRUST IT with return of the DOA Product.

- 14.6.6. In the case where it is established that Products are faulty or defective TRUST IT's customer service department will arrange with the Customer to have the Products collected. In some instances, the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by TRUST IT's customer service department.
- 14.6.7. Generally, any returns will need to be authorised by the manufacturer via TRUST IT and then any credit will only be issued once the manufacturer has confirmed acceptance of the return and confirmed that TRUST IT will receive the credit.
- 14.6.8. If the Customer reports a fault and TRUST IT finds there is none or that the Customer has caused the fault, TRUST IT may apply a charge.
- 14.6.9. Any credit will exclude the original cost of delivering the Product plus any restocking fee.
- 14.6.10. The Customer is responsible for ensuring that the Products are returned in their original packaging together with all disks, manuals, and cables so as to ensure safe transit and ease of identification.
- 14.6.11. If a fault is found and an applicable manufacturer's DOA period is not exceeded, then the Products will be repaired and / or replaced under the terms of the manufacturer's warranty.
- 14.6.12. Without prejudice to clause 19 (Warranties) below, the remedies in this returns section represent the Customer's sole and exclusive remedies in respect of any issues experienced with the DOA Products provided by TRUST IT.

15. Termination

- 15.1. TRUST IT shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the Customer to terminate forthwith the Agreement, including any Software licence in any of the following events:
 - 15.1.1. if the Customer commits any breach of any of the Agreement provided that if the breach in question is one which the Customer can effectively remedy then the said notice of termination shall not be effective to terminate the Agreement unless the Customer fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of;
 - 15.1.2. if the Customer or the Trust that the Customer belongs to ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due;
 - 15.1.3. If the Customer is acquired by a trust or any other form of change of ownership and/or reporting structure
 - 15.1.4. the Customer has given any false or misleading information to TRUST IT;
 - 15.1.5. the Customer is in material breach of the Agreement, which includes non-payment of any valid invoice by the due date;
 - 15.1.6. or if the Site is changed.

- 15.1.7. If TRUST IT is prevented, hindered or delayed from performing any obligation under the Agreement because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom TRUST IT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing the Agreement.
- 15.1.8. Upon termination of any Broadband services, the Customer shall forthwith pay all related termination charges.
- 15.1.9. A minimum of 2 full working days' notice must be provided if you wish to cancel or re-arrange a pre-arranged engineer site visit. In the event you fail to give such notice you shall be liable the prevailing engineer day rate plus VAT.

16. Disputes

- 16.1. Any dispute must be raised in writing with the Customer's or TRUST IT's representative as appropriate giving all relevant details including the nature and extent of the dispute.
- 16.2. The Customer and TRUST IT will use reasonable endeavours to resolve any dispute.
- 16.3. If a dispute cannot be resolved, then the Customer should refer to the complaints process on <http://www.trust-it.co.uk/disputes>.

17. Intellectual Property Rights (IPR)

- 17.1. TRUST IT (and/or its licensors) shall retain all rights, title and interest in any IPR in the Products or services supplied to the Customer under the Agreement or created in the course of providing the Products and services.
- 17.2. All IPR whether pre-existing or created by the Customer or TRUST IT during or arising from the performance of the Agreement will remain the absolute property of that party or its licensors.
- 17.3. If the Customer is supplied with Software licensed by third parties who require the Customer to accept their terms of use, the Customer agrees to comply with those terms.
- 17.4. TRUST IT will indemnify the Customer against all claims and proceedings arising from infringement of any third party's IPR by TRUST IT's provision of the Products to the Customer. This indemnity will not apply to claims or proceedings arising from:
- 17.4.1. use of the Products in conjunction or combination with other equipment or software or any other service not supplied by TRUST IT; or
- 17.4.2. any unauthorised modification of the Products; or
- 17.4.3. content, designs, specifications or software supplied by or on behalf of the Customer.
- 17.5. In relation to any claim or allegation of infringement the Customer will promptly notify TRUST IT in writing and must not make any admission without TRUST IT's prior written consent.
- 17.6. The Customer will allow TRUST IT sole conduct of all negotiations and proceedings and give TRUST IT all reasonable assistance in doing so. TRUST IT will pay the Customer's reasonable expenses for such assistance.

- 17.7. If the Product becomes, or TRUST IT believes it is likely to become, the subject of a claim of infringement of any IPR TRUST IT, at its option and expense, may:
- 17.7.1. secure for the Customer a right of continued use; or
 - 17.7.2. modify or replace the Product so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the Product.
- 17.8. If the indemnity in clause 17.4 (IPR) applies and none of the remedies in this clause is available to TRUST IT on reasonable terms, TRUST IT may notify the Customer and collect the Product from the Site and refund the Customer the sums paid to TRUST IT for the Product.
- 17.9. The options in clause 17.7 (IPR) and clause 17.8 (IPR) set out the Customer's sole and exclusive remedy for infringement of IPR.
- 17.10. The Customer will hold TRUST IT harmless against any expense, judgement or loss of infringement of any patents, copyrights or trademarks which results from TRUST IT's compliance with Customer's designs specifications or instructions.

18. Liability

- 18.1. Nothing in the Agreement excludes or limits the liability of either party:
- 18.1.1. for death or personal injury caused by their negligence; or
 - 18.1.2. for fraud or fraudulent misrepresentation.
- 18.2. Neither party shall in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- 18.2.1. loss of profits; or
 - 18.2.2. loss of business; or
 - 18.2.3. depletion of goodwill or similar losses; or
 - 18.2.4. loss of anticipated savings; or
 - 18.2.5. loss of goods; or
 - 18.2.6. loss of use; or
 - 18.2.7. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses
- 18.3. Save for as provided at clause 18.1, TRUST IT will not, under any circumstances or causes of action be liable for any damages, including to tangible property, in excess of the price paid by the customer for the products.
- 18.4. The Customer agrees that TRUST IT will not be liable for any loss arising out of the provision of Products or services by any company, organisation, or person other than TRUST IT or for any loss caused by the Customer's failure to perform its obligations under the Agreement.
- 18.5. Where digital content supplied by TRUST IT is proven to have caused damage to the Customer's device or other digital content, TRUST IT may choose to either repair the device or digital content, or offer the Customer compensation. Any compensation shall:
- 18.5.1. be reasonable in all the circumstances; and
 - 18.5.2. only be payable where the damage would not have occurred if TRUST IT had exercised reasonable care and skill.

19.Warranties

- 19.1. TRUST IT warrants and represents to the Customer that on the date hereof:
- 19.1.1. it is properly constituted and incorporated under the laws of England and Wales;
 - 19.1.2. it has the power to enter into and to exercise its rights and perform its obligations under the Agreement;
 - 19.1.3. all action necessary on the part of TRUST IT to authorise the execution of and the performance of its obligations under the Agreement has been taken;
 - 19.1.4. the execution, delivery and performance by it of the Agreement does not contravene any provision of:
 - 19.1.4.1. any existing legislation either in force, or enacted but not yet in force, binding on TRUST IT;
 - 19.1.4.2. the Memorandum and Articles of Association of TRUST IT;
 - 19.1.4.3. any order or decree of any court or arbitrator which is binding on TRUST IT; or
 - 19.1.4.4. any obligation which is binding upon Trust IT or upon any of its assets or revenues
- 19.2. The Customer will get the benefit of the manufacturer's warranty in respect of all the Hardware. Please note that TRUST IT does not provide any warranties in respect of the Hardware and all other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.
- 19.3. TRUST IT does not warrant that the Software supplied under the Agreement will be free of all faults or that its use will be uninterrupted, but TRUST IT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.
- 19.4. In the event of any claim presented under warranty being found on investigation by TRUST IT or the manufacturer either to be outside the scope or duration of the warranties under this clause 18 (Liability) or the fault not being confirmed, then the cost of such investigation and repair shall be borne by the Customer.

20.WEEE Regulations

- 20.1. The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (the "WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment ("WEEE"). TRUST IT and the Customer acknowledges that for the purposes of Regulation 9 this clause 20 (WEEE Regulations) is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 20.2. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer shall indemnify and hold harmless TRUST IT against any claims or legal proceedings that are brought or threatened against TRUST IT by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. TRUST IT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

21.Data Protection

- 21.1. In the Agreement, the terms data controller, data processor, personal data, sensitive personal data and processing shall be as defined in Data Protection Legislation and “Data” shall mean the personal data and sensitive personal data provided to TRUST IT in connection with the Agreement.
- 21.2. The Customer acknowledges that it is a data controller, and that TRUST IT is a data processor.
- 21.3. TRUST IT shall:
- 21.3.1. use the Data only on the Customer’s instructions as set out or referred to in the Agreement to provide the services;
 - 21.3.2. provide appropriate technical and organisational measures to protect the security of the Data, in particularly against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data; and
 - 21.3.3. take all reasonable steps to ensure the reliability of any of its staff who have access to Data processed in connection with the service.
- 21.4. The parties acknowledge that TRUST IT’s provision of the service under the Agreement may require the transfer of Data to TRUST IT’s sub-contractors (including TRUST IT group entities) (“Recipients”) outside the UK/European Economic Area in countries which have not been approved, adequate protections will be in place for the purpose of the transfer of personal data. TRUST IT will be permitted to transfer Data to such Recipients, provided that TRUST IT shall have entered into an agreement with the relevant Recipient based upon the international data transfer agreement (IDTA) and UK addendum to the new EU Standard Contractual Clauses (UK Addendum) and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in the Agreement.
- 21.5. The parties also acknowledge that TRUST IT may also use services and/or products from other third parties in order to provide the services under the Agreement and that, in doing so, TRUST IT may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If TRUST IT becomes aware of any such third party wishing to transfer Data outside the UK/European Economic Area, TRUST IT shall request that the third party enters into an agreement of the sort noted in clause 21.4 (Data Protection) above.
- 21.6. The Customer agrees to comply with its obligations under Data Protection Legislation in relation to its collection, processing and provision of Data to TRUST IT in connection with the services provided under the Agreement.
- 21.7. The Customer shall indemnify and hold harmless TRUST IT against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 21 (Data Protection) by the Customer and/or its employees, agents and/or sub-contractors.
- 21.8. The Customer acknowledges that TRUST IT is reliant on the Customer for direction as to the extent to which TRUST IT is entitled to use and process the Data. Consequently, TRUST IT will not be liable for any claim brought by the Customer or any data subject arising from any action or

omission by TRUST IT to the extent that such action or omission resulted from the Customer's instructions.

- 21.9. TRUST IT may also use the Customer's personal data in accordance with its Privacy Policy which can be found at <http://www.trust-it.co.uk/>.

22. Confidentiality

- 22.1. Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by TRUST IT in connection with the Agreement the Customer will:
- 22.1.1. notify TRUST IT immediately of the request; and
 - 22.1.2. give TRUST IT at least five (5) Working Days to make representations.
- 22.2. Customer agrees to maintain in confidence and not disclose, reproduce, or copy any materials, documentation or specifications which are provided to the Customer here under. The Customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations ensure beyond any termination of employment with the Customer.

23. Rights of Third Parties

- 23.1. No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a party to it.

24. Anti-Bribery

- 24.1. The Customer shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with the Agreement and/or any other agreement that the Customer may have with TRUST IT, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions.
- 24.2. The Customer shall, whenever requested by TRUST IT, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

25. Assignment and sub-contracting

- 25.1. The Customer may not assign the Customer's rights or obligations under the Agreement without the prior written consent of the Customer. TRUST IT may use subcontractors to perform all or some of TRUST IT's obligations under the Agreement but where TRUST IT does so TRUST IT will remain liable to the Customer in accordance with the Agreement for their acts and omissions. TRUST IT may on prior written notice to the Customer assign TRUST IT's rights and obligations to a third party.
- 25.2. The Customer shall not without Trust IT's prior written consent, during the period of this Agreement and for a period of twelve (12) months thereafter, directly or indirectly solicit or offer

employment, or any form of engagement, to any employee or sub-contractor of Trust IT (or any Trust IT partner organisation) who has had contact with the Customer during the provision of the Service (or any additional support services) to the Customer.

26.Relationship

- 26.1. Nothing in the Agreement creates a joint venture, relationship of partnership or agency between the parties.
- 26.2. Except as expressly authorised under the Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.

27.Waiver

- 27.1. No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights in relation to a breach of the Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party under the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

28.Severability

- 28.1. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the terms set out in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties shall use commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term.

29.Notices

- 29.1. Any notice required to be given under the Agreement shall be in writing and shall be sent to the address of the Customer set out in each order (for notices to be sent to the Customer) or the registered office of TRUST IT (for notices sent to TRUST IT).

30.Miscellaneous

- 30.1. TRUST IT sometimes monitors or records telephone calls for training purposes.
- 30.2. TRUST IT reserves the right to amend this Agreement at any time, and therefore we suggest that you check this Agreement from time to time. Trust IT may notify you of any changes at the email address associated with your account, and you agree to accept email communications, links to and/or our posting of any revised terms on Trust IT's website at www.Trust-IT.co.uk and you agree that any of these means of our communicating a change in the terms constitute adequate notice to you. Your continued use indicates your agreement to be bound by any such revisions.

31. Entire Agreement

- 31.1. The Agreement together with any contract documents TRUST IT provides the Customer constitute the entire agreement and understanding between the parties relating to the subject matter.
- 31.2. Except as may be expressly stated in the Agreement, the Agreement supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties.
- 31.3. Each of the parties acknowledges and agrees that in entering into the Agreement it has not relied on (or has been induced to enter into the Agreement by) any statement, representation, warranty or understanding made prior to the Agreement.
- 31.4. Nothing in this clause excludes any liability for fraudulent misrepresentation.

32. Change of ownership

- 32.1. This Agreement is not subject to any change, termination or any other modifications in the event that there is a transfer of ownership, merger, acquisition, consolidation, reorganization or other form of business combination, as well as changing the company name of Trust IT.

33. Governing Law

- 33.1. The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and both the Customer and TRUST IT hereby agree to the exclusive jurisdiction of the English Courts.