General Terms and Conditions

Effective date: 11 September 2026 | Version: 1.0

1. Scope and business-customer status

1.1 These General Terms and Conditions ("**GTC**") apply to goods and services supplied by FVC Solutions to business customers.

1.2 A Customer may be a company, partnership, public or voluntary-sector organisation, other legal entity, or an individual acting wholly or mainly for purposes relating to that individual's trade, business, craft or profession. These GTC are not offered to consumers or minors. An individual accepting an Order confirms that they are at least 18 years old and are acting wholly or mainly for business purposes.

1.3 Nothing in these GTC or any other part of the Contract excludes or restricts a right or protection that cannot lawfully be excluded or restricted. In particular, where communications regulation or another mandatory rule gives a microenterprise, small enterprise, not-for-profit customer or other qualifying business customer additional rights, those rights apply despite any inconsistent term of the Contract.

1.4 These GTC contain the general commercial and legal terms that apply across the Contract. Service-specific scope, service levels, operational commitments, Minimum Terms and other particulars belong in the applicable Order, Service Agreement, Service Description, SLA or other incorporated document.

2. Definitions and interpretation

2.1 Definitions

Defined term	Meaning
Business Day	means Monday to Friday, excluding public and bank holidays in England and Wales.
Business Hours	means 09:00 to 17:30 UK local time on a Business Day, unless the applicable Service Agreement or Order states otherwise.
Confidential Information	means information that is marked confidential, is stated to be confidential, or would reasonably be understood to be confidential from its nature or the circumstances of disclosure.
Contract	means the agreement between FVC Solutions and the Customer comprising the documents listed in clause 3.1.
Customer Materials	means all information, content, data, software, credentials, instructions, designs, specifications, systems and other materials supplied, selected or mandated by or for the Customer.
Data Processing Agreement ("DPA")	means any standalone data processing agreement between FVC Solutions and the Customer, or data-processing terms contained in a Service Agreement or another written document forming part of the Contract, governing processing of personal data where such terms are required.
Deliverables	means the customer-specific work product expressly identified as a deliverable in an Order or Service Agreement.

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FVC Solutions, "we", "us" and "our"	mean FVC Solutions Ltd, a company registered in England and Wales with company number 17312411 and registered office at 4th Floor Office, 205 Regent Street, London, England, W1B 4HB.
General Terms and Conditions ("GTC")	means these General Terms and Conditions.
Goods	means hardware, equipment and other physical products supplied by FVC Solutions under an Order.
Minimum Term	means the minimum committed period stated in the applicable Order or Service Agreement.
Order	means a quotation, proposal, order form, statement of work or other commercial document accepted in accordance with clause 4 and identifying the Goods and/or Services to be supplied.
Service Agreement	means a service-specific agreement or schedule that supplements these GTC for particular Services.
Service Description	means a document describing the scope or operational characteristics of a Service.
Service Level Agreement ("SLA")	means any service-level agreement or service-level terms applicable to a Service and expressly incorporated into the Contract.
Services	means consultancy, implementation, project, support, managed services, development, website, networking, communications and other services supplied by FVC Solutions under an Order.
Third-Party Service	means a product, platform, connectivity service, communications service, software, licence or other service supplied under terms with a third party, whether contracted directly by the Customer or procured by FVC Solutions as part of its own supply.

2.2 Interpretation. Headings are for convenience only and do not affect interpretation. "Including", "includes" and similar words are illustrative and do not limit the words that precede them. A reference to writing includes email and other durable electronic communications capable of being retained. If a time period is stated in days rather than Business Days, it means calendar days. References to legislation include amendments and replacements in force from time to time, to the extent relevant to the Contract.

3. Contract documents and precedence

3.1 The Contract comprises, in descending order of precedence: (a) the accepted Order; (b) any applicable Service Agreement or service-specific schedule; (c) any applicable Service Description or SLA; (d) these GTC; and (e) any other policy or document expressly incorporated into the Order or Service Agreement.

3.2 If documents conflict, the higher-ranking document prevails only to the extent of the inconsistency. A later or more specific document does not alter another term unless the alteration is clear from its wording or is necessary to resolve the inconsistency.

3.3 Supplier, manufacturer, software, open-source or third-party provider terms may apply to Third-Party Services or components. Those terms do not displace FVC Solutions' obligations for its own Goods or Services unless the Contract expressly says so.

4. Quotations, Orders and contract formation

4.1 A quotation or proposal is valid for the period stated in it. If no validity period is stated, it is valid for 30 days from its date. FVC Solutions may withdraw or revise a quotation before a binding Order is formed.

4.2 An Order may be accepted through an approved electronic ordering or acceptance process, by email, by electronic signature, or by another electronic method agreed between the parties. A wet-ink (handwritten) signature is not required unless a particular document expressly requires one.

4.3 Unless the Order states otherwise, the Contract is formed when FVC Solutions receives the Customer's valid acceptance. A person accepting on behalf of an organisation confirms that they have authority to bind that organisation.

4.4 FVC Solutions may correct an obvious clerical, typographical, calculation or pricing error by notifying the Customer promptly. This clause does not permit FVC Solutions to rewrite an agreed commercial bargain merely because it later considers the bargain unfavourable.

4.5 Any purchase order issued by the Customer is an administrative document only unless FVC Solutions expressly agrees otherwise. Terms printed on or incorporated into a Customer purchase order do not amend the Contract merely because FVC Solutions receives, acknowledges or invoices against that purchase order.

5. Prices, invoicing and payment

5.1 Prices are exclusive of VAT and any other applicable taxes or duties unless the Order expressly states that a price is tax-inclusive. The Customer must pay any VAT properly chargeable against a valid VAT invoice.

5.2 Unless an Order expressly states otherwise, Goods are normally payable 100% in advance before FVC Solutions commits to procure or supply them.

5.3 Unless an Order expressly records a different special term, professional services and fixed-price project work are normally subject to a 50% advance payment before work starts, with the balance invoiced as stated in the Order.

5.4 Recurring Services may be billed annually with 30-day payment terms or monthly in advance with payment due on receipt, as stated in the Order or Service Agreement. Where charges for a Service, or an associated Third-Party Service, depend on actual usage, licences, quantities or other variable measures determined after the relevant billing period, those charges may be invoiced in arrears. Where FVC Solutions' own charge is calculated by reference to the same variable measure, that charge may also be invoiced in arrears.

5.5 The Customer must raise any invoice dispute in reasonable detail within 15 Business Days after receiving the invoice. The notice must identify the amount disputed and the reasons. Any undisputed amount remains payable by its due date. This time limit does not prevent correction of a genuine error that could not reasonably have been discovered within the 15-Business-Day period.

5.6 The Customer may not withhold, deduct, set off or counterclaim against an amount due except where required by law or expressly agreed in writing by FVC Solutions.

5.7 For overdue commercial debts, FVC Solutions reserves all rights available under the Late Payment of Commercial Debts (Interest) Act 1998 and related legislation, including statutory interest, fixed recovery compensation and reasonable recovery costs, to the extent those rights apply. This is in addition to any other lawful recovery right under the Contract.

5.8 The Customer is responsible for providing accurate billing and purchase-order information and must not delay payment solely because its internal procurement or approval process has not been completed where FVC Solutions has complied with the Contract.

6. Subscriptions, minimum terms, renewals and price changes

6.1 Any Minimum Term and billing or renewal frequency are stated in the applicable Order or Service Agreement. These GTC do not impose a universal minimum term.

6.2 Unless the Service Agreement or Order states otherwise, a recurring Service continues after its Minimum Term on its existing renewal frequency. An annual service therefore remains annual and a monthly service remains monthly, subject to the Customer's termination right in clause 21.2 and any mandatory regulatory rights.

6.3 FVC Solutions may increase a recurring price at renewal by giving at least 30 days' advance notice. If a third-party supplier gives FVC Solutions insufficient notice of an increase, FVC Solutions will normally absorb that increase until the next renewal rather than impose a shorter-notice increase, unless the Contract or mandatory law permits a different treatment.

6.4 The Customer may increase quantities, users or licences during a term where the Service allows it. A reduction normally takes effect at the next renewal or when the underlying supplier commitment permits, whichever the Contract specifies. Any unavoidable third-party commitment remains chargeable only where it was clearly disclosed before the Customer became bound by it.

6.5 Adding Goods, Services, users or licences does not by itself extend an existing Minimum Term unless the Customer expressly agrees to that extension or a mandatory rule permits it.

7. Service changes, dependencies and continuity

7.1 FVC Solutions may change a Service Description, support process, delivery method or component where the contracted Service is not materially reduced, including for operational improvement, security, supplier changes, law or regulation.

7.2 If a proposed change would materially reduce contracted functionality, scope or an expressly agreed service level, FVC Solutions will normally give at least 30 days' advance notice and allow the Customer to terminate the affected Service. The same right applies to a dependent Service that cannot reasonably continue without the affected Service. A shorter period may apply where law, regulation or an urgent security requirement makes it reasonably necessary.

7.3 If a third-party product, platform or component becomes unavailable, discontinued or impractical to supply, FVC Solutions may provide a materially equivalent alternative. If no materially equivalent alternative is reasonably available, either party may terminate the affected Service and any dependent Service that cannot reasonably continue, without an additional termination penalty. FVC Solutions will refund or credit unused prepaid fees for the terminated period on a pro-rata basis.

7.4 Delivery, installation, migration and completion dates are estimates unless the Order expressly identifies a date as binding. A delay does not of itself entitle the Customer to terminate or claim damages where the date was not stated to be binding, subject to any right that cannot lawfully be excluded.

7.5 The Customer must ensure that dependencies under its control are ready when reasonably required, including premises, access, power, connectivity, cabling, equipment, licences, permissions, information, decision-makers and other inputs identified in the Contract. A Customer-caused delay may result in revised dates and reasonable additional charges to the extent the delay causes additional work or cost.

8. Professional services, project acceptance and changes

8.1 FVC Solutions will perform its Services with reasonable care and skill and in accordance with the scope expressly agreed in the Contract. Unless expressly stated otherwise, project and implementation outcomes may depend on third-party systems, Customer decisions and dependencies outside FVC Solutions' control.

8.2 Where an Order identifies Deliverables for acceptance, the Customer has five Business Days after delivery or notification of readiness to identify a material nonconformity against the agreed acceptance criteria, unless the applicable Order or Service Agreement states a different acceptance period. If the Customer does not do so within the applicable period, the Deliverables are deemed accepted.

8.3 Minor defects, cosmetic issues or outstanding snagging items that do not materially prevent the intended use of the Deliverables do not prevent acceptance. FVC Solutions will address agreed snagging items within a reasonable period having regard to their severity and the agreed scope.

8.4 If the Customer identifies a material nonconformity, FVC Solutions has the first opportunity to correct or reperform the affected work within a reasonable period before the Customer seeks a refund, termination or other contractual remedy, except where that remedy cannot lawfully be restricted.

8.5 For fixed-price work, out-of-scope work requires a written change request, revised proposal or other written Customer approval identifying the change and any price or timetable effect before FVC Solutions is obliged to perform it.

8.6 If an agreed assumption proves materially incorrect because of Customer information, Customer-controlled conditions or a Customer-requested change, FVC Solutions may revise the timetable and charge reasonable additional fees for resulting out-of-scope work, provided it explains the basis of the adjustment.

8.7 FVC Solutions may carry out narrowly limited emergency containment work without prior approval where it reasonably considers that immediate action is necessary to prevent or reduce imminent material service disruption, data loss, security compromise or physical damage, and the work is outside included support scope. FVC Solutions will, where practicable, try to obtain approval first, will notify the Customer promptly afterwards, and may charge agreed rates or, if none are agreed, reasonable rates. Permanent remediation requires Customer approval unless it is already authorised by the Contract.

9. Hardware and physical Goods

9.1 Title to each item of Goods supplied by FVC Solutions remains with FVC Solutions until that specific item has been paid for in full. This is a simple retention-of-title provision and does not create an all-monies claim over other goods or proceeds.

9.2 Where FVC Solutions arranges carriage, FVC Solutions bears transit risk until delivery to the Customer or its nominated location. Risk passes on delivery, whether or not title has passed.

9.3 The Customer must inspect Goods on delivery and notify FVC Solutions within 20 days of visible damage, shortage, incorrect items or faults reasonably discoverable on initial inspection. This reporting period does not exclude a latent-defect, manufacturer-warranty or other claim that could not reasonably have been identified within that period.

9.4 Where Goods were purchased from FVC Solutions and RMA administration is included, FVC Solutions will administer the applicable return or warranty process. Unless the Order states otherwise, the Customer bears the cost and transit risk of returning defective Goods, and FVC Solutions or the relevant supplier bears the cost and risk of sending an approved replacement to the Customer.

9.5 FVC Solutions does not undertake to provide advance replacement equipment unless an Order or Service Agreement expressly says so or FVC Solutions elects to do so at its commercial discretion. Manufacturer and supplier warranties apply according to their terms, and FVC Solutions does not extend a third-party warranty unless it expressly agrees to do so.

9.6 If Goods returned as defective are found not to be defective, FVC Solutions may charge reasonable inspection, testing, handling and return-delivery costs to the extent those costs were disclosed or reasonably incurred.

10. Customer responsibilities, systems access, backups and security

10.1 Unless backup services are expressly included in the Contract, the Customer is responsible for maintaining appropriate, tested backups of its systems and data before and during work. Any managed-backup scope, retention, frequency, recovery objective or other operational commitment must be stated in the applicable Service Description or Service Agreement.

10.2 The Customer must not use the Goods or Services unlawfully, abusively, fraudulently, maliciously, in a way that infringes third-party rights, or in a way that creates an unreasonable security risk. FVC Solutions may suspend an affected Service immediately to the extent reasonably necessary to contain such use or risk.

10.3 The Customer is responsible for ensuring that Customer Materials, software, licences, data, credentials and systems are lawfully obtained and that it has all rights, permissions and authority necessary for FVC Solutions to access, use, copy, configure, migrate or otherwise handle them for the agreed Services.

10.4 The Customer must identify authorised contacts for instructions and approvals and keep those details current. Once an authorised contact has been verified, FVC Solutions may rely on that contact unless it knows or reasonably suspects that the contact's authority has changed. The Customer must notify FVC Solutions promptly when a contact leaves or loses authority.

10.5 FVC Solutions may use remote access where reasonably necessary for agreed Services, subject to appropriate security controls and the Customer's authority. The Customer must provide privileged credentials through an approved secure method rather than ordinary email wherever reasonably practicable.

10.6 FVC Solutions may rely on Customer information and instructions unless they are obviously incorrect or FVC Solutions knows they are unreliable. The Customer remains responsible for the accuracy and completeness of information and instructions it provides.

10.7 If the Customer chooses not to follow a documented professional or security recommendation, FVC Solutions may proceed on the Customer's written instruction where doing so is lawful and does not create an unacceptable safety or security risk. Remediation outside included scope that is reasonably caused by a knowingly declined recommendation may be charged separately.

10.8 FVC Solutions may refuse an instruction or activity that it reasonably believes would breach law, third-party rights, licence terms, applicable provider conditions, or security requirements, or would create an unacceptable security risk to FVC Solutions, the Customer, another customer or a third party.

11. Support and unsupported technology

11.1 The scope, support hours, channels, response targets, exclusions and any service levels for support are those expressly stated in the applicable Service Agreement, Service Description or SLA. These GTC do not create service-specific response or restoration commitments.

11.2 Technology that is unsupported, end-of-life or outside vendor support is outside standard support unless expressly agreed. FVC Solutions may recommend replacement or upgrade, refuse support where the risk is unacceptable, or agree modified support, reduced service levels or a surcharge in writing where commercially and technically acceptable.

11.3 Where support depends on a manufacturer, licensor, network, platform or other third party, FVC Solutions may coordinate and escalate issues within the scope it has agreed, but cannot promise an outcome, timescale or remedy controlled solely by that third party unless the Contract expressly says otherwise.

11.4 The Customer must cooperate with reasonable periodic reviews of supported assets, dependencies, licences, authorised users and unsupported technology where those reviews are part of the agreed support service.

12. Suspension and non-payment

12.1 If an undisputed invoice for recurring support or managed Services remains unpaid after its due date, FVC Solutions may give written notice requiring payment within 14 days. If the amount remains unpaid at the end of that cure period, FVC Solutions may suspend the affected FVC Solutions Service to the extent reasonably necessary.

12.2 Suspension for non-payment does not give FVC Solutions a right to disable, switch off or interfere with Customer-owned equipment merely because an invoice is unpaid. FVC Solutions may, however, cease providing its own support, management, access or other Services in accordance with this clause.

12.3 If payment remains outstanding after suspension, FVC Solutions may give a further written notice and terminate the affected recurring Service or Order no earlier than 30 days after that further notice, subject to applicable law and any mandatory communications-service rules.

12.4 FVC Solutions may suspend an affected Service without the 14-day non-payment cure period where reasonably necessary to address unlawful use, imminent security risk, material danger to systems or third parties, or another urgent category expressly identified in the Contract. Any suspension must be proportionate to the risk and lifted when the reason for it has been adequately resolved.

13. Service levels, service credits and maintenance

13.1 A service level, response target, restoration target, availability commitment, recovery point objective, recovery time objective or similar operational commitment applies only where expressly set out in an applicable Service Agreement, Service Description or SLA.

13.2 Service credits apply only where expressly agreed. Where a Service Agreement provides service credits for a missed service level, those credits are the primary financial remedy for that service-level failure, but they do not prevent a remedy for an independent material breach where the Contract or law permits that remedy.

13.3 Planned maintenance does not constitute a service-level failure where the applicable Service Agreement or SLA permits the maintenance and FVC Solutions gives reasonable notice where practicable.

14. Third-party services and subcontractors

14.1 FVC Solutions remains responsible, subject to the Contract's liability provisions, for subcontractors it appoints to perform FVC Solutions' own contractual obligations.

14.2 Where the Customer contracts directly with a third-party provider, the underlying Third-Party Service is provided under the Customer's contract with that provider. FVC Solutions is not the provider of that underlying Third-Party Service, but may separately provide implementation, support, coordination or other related Services under the Contract.

14.3 Where a Third-Party Service is procured by FVC Solutions as part of its own supply to the Customer, FVC Solutions remains responsible for its own obligations under the Contract, subject to any applicable third-party terms, technical dependencies and the liability provisions of the Contract.

14.4 A failure of a third-party dependency does not automatically release FVC Solutions from responsibility for its own obligations. Its effect is determined by the relevant Service Agreement, the replacement and continuity rights in clause 7, the force-majeure provisions in clause 20 and the liability provisions in clause 19.

15. Intellectual property

15.1 Each party retains ownership of intellectual property it owned, developed or acquired independently of the Contract. FVC Solutions retains its background intellectual property, including pre-existing and reusable tools, templates, code, methods, know-how, processes, libraries and generic components.

15.2 Unless an Order expressly states that ownership of a particular Deliverable will be assigned, FVC Solutions grants the Customer, once all charges for that Deliverable have been paid in full, a perpetual, non-exclusive, non-transferable except with the Customer's business, royalty-free licence to use the Deliverable for the Customer's own business purposes in accordance with the Contract. Where the Order expressly provides for assignment, the assignment takes effect only after full payment of the relevant charges.

15.3 Any Customer right in a Deliverable is subject to FVC Solutions' retained background intellectual property and to third-party or open-source components, which remain subject to their own licence terms. FVC Solutions may continue to use its general skills, experience, know-how, methods and non-customer-specific components provided it does not disclose the Customer's Confidential Information.

15.4 FVC Solutions will not knowingly include in an original website or project Deliverable material that infringes a third party's intellectual property rights, subject to Customer Materials, Customer-mandated components and third-party or open-source materials. Unless expressly agreed in an Order or Service Agreement, FVC Solutions does not give an indemnity for patent infringement or trade-secret misappropriation.

15.5 The Customer warrants that it has the rights needed for Customer Materials and any Customer-mandated design, content, software, data or component. The Customer will indemnify FVC Solutions against a third-party intellectual-property claim arising from those materials or mandates, including reasonable damages, settlements and legal costs, except to the extent the infringement was caused by FVC Solutions' own modification, selection or unauthorised use. The Customer's aggregate liability under this indemnity for a relevant Order is capped at £1,000,000, except for fraud or deliberate misconduct.

15.6 FVC Solutions will notify the Customer promptly of an indemnified claim, allow the Customer reasonable involvement in the defence, and will not agree an unreasonable settlement that admits liability or imposes a non-monetary obligation on the Customer without the Customer's consent, not to be unreasonably withheld.

16. Confidentiality

16.1 Each party must keep the other party's Confidential Information confidential and use it only to perform, receive or enforce the Contract.

16.2 A receiving party may disclose Confidential Information to its personnel, professional advisers, insurers, subcontractors and suppliers who need it for the Contract and are subject to appropriate confidentiality obligations. It may also disclose information where required by law, court order or a competent authority, to the extent legally permitted.

16.3 Confidentiality does not apply to information that the receiving party can show was lawfully known without restriction before disclosure, becomes public other than through breach, is lawfully received from a third party without a duty of confidence, or is independently developed without use of the disclosing party's Confidential Information.

16.4 These confidentiality obligations continue for three years after termination or expiry of the relevant Contract. Information that remains a trade secret or is inherently confidential beyond that period remains protected for so long as it retains that character.

16.5 A separate NDA or applicable Service Agreement applies according to its terms and may impose stricter or more detailed confidentiality obligations. A later signed agreement may expressly supersede an earlier NDA for the relevant information or relationship. Unless expressly stated otherwise, separate liability caps or remedies under different documents do not combine or permit duplicate recovery for the same loss.

17. Data protection

17.1 Each party must comply with the data-protection legislation applicable to its own processing of personal data in connection with the Contract. The parties' controller, processor or joint-controller roles depend on the relevant processing activity and are not determined solely by these GTC.

17.2 Where FVC Solutions processes personal data as a processor on behalf of the Customer, the parties must have in place the processing terms required by applicable data-protection law. Those terms may be contained in a DPA and will prevail over these GTC to the extent necessary for that processing.

17.3 Nothing in the Contract relieves either party of a direct statutory responsibility or liability it has under applicable data-protection law, restricts an individual's rights, or limits the powers of the Information Commissioner or another competent regulator.

17.4 The Customer must ensure that its instructions to FVC Solutions concerning personal data are lawful and that it has given any required notices and obtained any required permissions or other lawful basis for the processing it instructs.

17.5 The contractual liability allocation for data-protection matters is set out in clause 19.6.

18. Warranties and remedies

18.1 FVC Solutions warrants that it will perform Services with reasonable care and skill and that Goods supplied by it will correspond in all material respects with their agreed description at delivery, subject to applicable manufacturer tolerances and third-party warranty terms.

18.2 Unless the Contract expressly provides otherwise, FVC Solutions does not warrant that a Service, third-party platform, website, network or system will be uninterrupted, error-free, immune from cyber incident, compatible with every third-party product, or capable of meeting a purpose that the Customer did not disclose and that FVC Solutions did not expressly accept.

18.3 Where a Service or Deliverable materially fails to conform to an express contractual requirement, FVC Solutions has the first right to correct or reperform the affected work in accordance with clause 8.4. This does not exclude a remedy that cannot lawfully be restricted.

19. Liability

19.1 Nothing in the Contract excludes or limits either party's liability to the extent it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

19.2 Subject to clauses 19.1 and 19.4 to 19.7, FVC Solutions' total aggregate liability arising out of or in connection with a relevant Order, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, is limited to the fees paid and payable to FVC Solutions under that Order during the 12 months immediately preceding the event giving rise to the claim. If the Order has existed for less than 12 months, the cap is the fees paid and payable under it from the start of that Order to the event giving rise to the claim. This is an aggregate cap for all liabilities falling within this general cap under the relevant Order, not a separate cap for each claim.

19.3 Subject to clause 19.1, neither party is liable for indirect or consequential loss. FVC Solutions is not liable for loss of profit, revenue, business opportunity, anticipated saving or goodwill to the extent such loss is indirect or consequential. Nothing in this clause excludes a direct, foreseeable loss merely because it falls within a commercial category listed above.

19.4 FVC Solutions' aggregate liability for breach of clause 16 (Confidentiality) is capped at £250,000 per relevant Order.

19.5 FVC Solutions' aggregate liability for a third-party intellectual-property infringement claim arising from FVC Solutions' own Deliverables is capped at £250,000 per relevant Order. This does not apply to a claim caused by Customer Materials, Customer-mandated components, third-party products or use outside the rights granted by the Contract, and does not create an indemnity for patent infringement or trade-secret misappropriation unless expressly agreed in an Order or Service Agreement.

19.6 To the maximum extent permitted by law, FVC Solutions' contractual liability to the Customer arising from breach of data-protection legislation or contractual data-processing obligations is capped at £10,000 per claim and £25,000 in aggregate for that Customer in any rolling 12-month period. This is an allocation of liability between FVC Solutions and the Customer only and does not restrict data-subject rights, regulatory powers or liability that cannot lawfully be limited.

19.7 FVC Solutions' aggregate liability for physical loss of or damage to tangible property caused by its negligence, including such physical loss or damage arising from Goods, is capped at £500,000 per relevant Order, subject to clause 19.1. This cap does not limit or enlarge any separate repair, replacement or warranty obligation relating to Goods.

19.8 Each specific cap in clauses 19.4 to 19.7 is a separate aggregate cap for the category to which it applies. Where a specific cap applies to a claim, it replaces rather than adds to the general cap in clause 19.2 for the same loss. The same loss cannot be recovered more than once under different causes of action or contractual provisions.

19.9 The liability limits apply to failures of suppliers and subcontractors for which FVC Solutions remains contractually responsible, except to the extent another provision of the Contract lawfully allocates a third-party dependency risk differently.

19.10 Nothing in this clause limits the Customer's obligation to pay charges properly due under the Contract or alters the separate Customer intellectual-property indemnity in clause 15.5.

20. Force majeure

20.1 Neither party is liable for delay or failure to perform an obligation, other than an obligation to pay an amount already properly due, to the extent caused by an event genuinely beyond its reasonable control. Examples may include natural disaster, war, civil emergency, governmental action, major power or internet failure, widespread cyber incident, industrial action outside the affected party's own workforce, or unavoidable failure of a critical supplier or network despite reasonable continuity measures.

20.2 The affected party must notify the other party as soon as reasonably practicable, take reasonable steps to mitigate the effect, and resume performance as soon as reasonably practicable.

20.3 If a force-majeure event materially prevents an affected Service or Order for more than 60 consecutive days, either party may terminate the affected part on written notice. The remaining Contract continues where reasonably capable of operating independently, and unused prepaid fees for the terminated period will be refunded or credited pro rata.

21. Termination and exit

21.1 A Service or Order may be terminated during its Minimum Term only where the Contract expressly permits termination, including for material breach, non-payment, illegality, urgent security or operational risk, loss of a necessary dependency, impossibility, service discontinuation, force majeure or another service-specific right.

21.2 After the Minimum Term, the Customer may terminate a recurring Service on 30 days' written notice unless the applicable Order or Service Agreement gives the Customer a shorter period or another mandatory right applies. Unless the Order or Service Agreement clearly states that the Service is linked to a Third-Party Service whose applicable notice or billing cycle determines termination, termination takes effect 30 days after valid notice. Where such a linkage is clearly stated, the affected FVC Solutions Service terminates on the same date as the relevant Third-Party Service unless the Order or Service Agreement expressly states otherwise.

21.3 The Customer remains liable for normal charges until the effective termination date and for unavoidable third-party commitments that were clearly disclosed before the Customer became bound and remain contractually unavoidable. There is no GTC-wide fee payable merely because the Customer exercises the post-Minimum-Term termination right.

21.4 Where the Customer validly terminates after the Minimum Term, FVC Solutions will refund or credit unused prepaid recurring fees for the period after the effective termination date on a pro-rata basis. Fees committed or prepaid for the Minimum Term are otherwise non-refundable unless another express termination right provides a refund.

21.5 Either party may terminate an affected Order or Service for the other party's material breach if the breach is capable of remedy and remains unremedied 60 days after written notice specifying the breach and requiring remedy. The 60-day period does not apply where the Contract provides a shorter process for non-payment, unlawful use, urgent security risk or another urgent category.

21.6 FVC Solutions may terminate or suspend an affected Service where continued performance would be unlawful, would create an unacceptable security or safety risk, becomes impossible, or a necessary dependency is lost and no materially equivalent replacement is reasonably available. It must act proportionately and, where reasonably practicable, give notice and an opportunity to address the issue.

21.7 Any right to terminate or alter supply because the Customer enters insolvency, restructuring or a similar procedure is subject to applicable insolvency law, including any restriction on termination of contracts for the supply of goods or services. Nothing in the Contract gives FVC Solutions a right that applicable insolvency law prohibits.

21.8 FVC Solutions has no general right to terminate for convenience merely because a performing Customer relationship is no longer commercially attractive. This does not limit the specific termination, discontinuation, dependency, force-majeure or risk rights in the Contract.

21.9 If only part of an Order or Service terminates, the remainder continues where it can reasonably operate independently. A dependent Service may terminate where it cannot reasonably continue without the terminated part.

21.10 On termination, FVC Solutions will provide or release readily available Customer-owned credentials, data, configuration information and other Customer Materials reasonably necessary for the Customer to regain control, subject to applicable law and security requirements. Where handover requires material staff time beyond simply releasing readily available information, FVC Solutions may charge the agreed rates or, if none are agreed, reasonable rates. Additional transition assistance, including migration work, meetings, substantive data exports, documentation, reconfiguration, knowledge transfer or third-party coordination, is chargeable unless expressly included in the Contract. Where termination follows non-payment, FVC Solutions may require payment of all undisputed overdue amounts and advance payment for chargeable handover or transition work before carrying out that work, but will not withhold readily available Customer-owned credentials or data purely as leverage.

21.11 On termination, accrued payment obligations remain due. Each party must stop using the other party's Confidential Information except where retention is required by law, backup policy or legitimate record-keeping. Clauses intended by their nature to survive continue, including payment, confidentiality, intellectual property, data protection, liability and dispute provisions.

22. Notices and contact details

22.1 Formal contractual notices must be sent by email to the contractual contact stated in the Order or most recently notified in writing for that purpose. Ordinary support tickets, service notifications and operational communications are not formal contractual notices unless they clearly state that they are intended to be so.

22.2 An email notice is deemed received when sent during Business Hours if the sender receives no delivery-failure notification. If sent outside Business Hours, it is deemed received at the start of the next Business Day. This clause does not govern service of court proceedings or any document for which law prescribes another method.

22.3 Each party must notify the other promptly of a change to its legal name, registered office or principal business address, billing details or contractual contact details.

23. General legal terms

23.1 The Contract constitutes the entire agreement between the parties concerning its subject matter and supersedes prior proposals, discussions, statements and understandings relating to that subject matter, except for documents expressly incorporated into the Contract and any separate NDA that continues according to its terms unless a later signed agreement expressly supersedes it for the relevant information or relationship. Neither party excludes liability for fraud or fraudulent misrepresentation.

23.2 A material variation to the Contract must be recorded in writing and agreed by authorised representatives. The written record may be proportionate to the change, including an accepted change request, revised proposal, email agreement or other durable written confirmation. This does not prevent an operational change made under clause 7 or another express variation mechanism in the Contract.

23.3 The Customer may assign or transfer the Contract only with FVC Solutions' prior written consent, not to be unreasonably withheld for a genuine transfer of the Customer's business as part of a corporate sale or reorganisation. FVC Solutions may assign or novate the Contract to a group company, purchaser of the relevant business or successor entity provided the Customer's contractual rights are not materially reduced.

23.4 The parties are independent contractors. The Contract does not create a partnership, joint venture, fiduciary relationship, employment relationship or general agency, and neither party may bind the other except where expressly authorised.

23.5 A failure or delay to exercise a right does not waive it. A waiver is effective only for the matter for which it is given and does not waive a later or continuing breach.

23.6 If a provision is invalid or unenforceable, it will be treated as modified to the minimum extent necessary to make it valid and enforceable where lawful. If modification is not possible, that provision is severed and the remainder of the Contract continues.

23.7 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce it unless an Order or Service Agreement expressly states otherwise. The parties may vary or terminate the Contract without the consent of any third party.

23.8 Nothing in the Contract prevents either party from keeping records required for legal, regulatory, insurance, audit, security or legitimate business purposes, subject to applicable confidentiality and data-protection obligations.

24. Escalation, governing law and jurisdiction

24.1 Before starting court proceedings, the parties will first try in good faith to resolve a material dispute through escalation to senior representatives with authority to settle it. This requirement does not prevent either party from seeking urgent injunctive, protective or preservatory relief or taking action necessary to avoid expiry of a limitation period.

24.2 The Contract and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

24.3 Subject to clause 24.1, the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, including non-contractual disputes or claims.