



PRIMARYTECH

TERMS & CONDITIONS

PROFESSIONAL SERVICES

EFFECTIVE DATE

August 2025

SUPPLIER

- (1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Suite 1204, K2 Tower, 60 Bond Street, HU1 3EN (**Supplier**) (**PrimaryTech**).

AGREED TERMS

1. Interpretation

The definitions and rules of interpretation in this clause apply.

1.1 Definitions:

Agreement: The terms and conditions of this Professional Services document and the relevant Quote.

Customer: the customer's principal contact for the quote.

Location: the place or places where the Works are to be performed

Intellectual Property Rights: All patents, copyrights, design rights, trademarks, trade secrets, know-how, database rights, and other intellectual property rights, whether registered or unregistered..

Service Charge: The Charge for the Services.

Working Day: Monday - Friday, Excluding Bank Holidays, between 9 am and 4 pm.

Works: The specific professional services, labour, consultancy, deliverables, and outcomes to be provided by the Supplier as described in the Customer's Quote.

VAT: value-added tax chargeable under English law for the time being, as well as any similar additional tax.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

- (a) Apply to and be incorporated in the terms and conditions.
- (b) Prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.
- (c) If you do not wish to be bound by these Conditions, the Customer should not order or accept the performance of the Works.
- (d) Apply to all Professional Services.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of these terms and conditions shall be binding on the Supplier unless in writing and signed by the Supplier's

Contact or by a duly authorised representative of the Supplier.

3. EFFECT OF PURCHASE ORDER

3.1 The Customer's purchase order or signed order sent to the Supplier constitutes an offer by the Customer to purchase the Supplier's Works. Once the Supplier has accepted an order from the Customer for the Works, the Customer shall not be entitled to cancel that order at any time.

3.2 The acknowledgement copy of the purchase order form by the Supplier, or the Supplier's commencement of work in providing the Works or execution of work under the purchase order, shall establish a contract for the supply of those Works and, accordingly, the purchase of the same, by the Customer.

3.4 The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in their purchase order shall NOT govern the Suppliers.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use commercially reasonable endeavours to provide the Works specified in the Customer's quote.

4.2 The Supplier shall have no obligation to perform any Works not expressly agreed upon and will charge an additional cost for works outside the agreed quoted scope of work as per conditions 7 and 7.1.

5. CUSTOMERS' OBLIGATIONS

5.1 The Customer shall:

- (a) Cooperate with the Supplier in all matters relating to the Works and appoint the Customer's Contacts, who shall have the authority to bind the Customer on the issues relating to the Works contractually;
- (b) provide promptly such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
- (c) provide promptly such information as the Supplier may request, and ensure that such information is accurate in all material respects; and
- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Works.

- (e) Pay for any additional Works requested and provided by the Supplier.
 - (f) Ensure that the customer is contactable during the Supplier's Normal Working Hours.
- 5.2 If the Supplier's performance of its obligations is prevented or delayed by any act or omission by the Customer, the Customer's agents, the customers sub-contractors or employees, the Customer shall in all circumstances be liable to pay the Supplier all reasonable costs, charges incurred or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit, loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere). The Supplier will confirm all such costs, charges, and losses with the Customer in writing. Furthermore, if any such prevention or delay continues for a period of sixty (60) days, the Supplier may terminate this Agreement by giving fourteen (14) days' written notice to the Customer, and the Customer shall be liable to pay for all Works performed up to the date of termination.
- 5.3 Non-Solicitation and Non-Engagement: The Customer agrees that, during this Agreement and for a period of twelve (12) months after its completion, it shall not, directly or indirectly:
- (a) solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier involved in the provision of the Works; or
 - (b) engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are the same as or substantially similar to the Works.
- 5.4 The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches Clause 5.3. Accordingly, the Customer agrees that in the event of any such breach, it shall pay to the Supplier, by way of liquidated damages, a sum equivalent to the greater of:
- (a) 100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged; or
 - (b) 75% of the total fees paid or payable by the Customer to the Supplier in the twelve (12) month period immediately preceding the breach.
- 5.5 The Customer shall inform the Supplier immediately in writing of any change in the

identity of the Customer's Contacts at any time during the Service Term. The Supplier shall not be liable for any default element if the Customer fails to update the Supplier, in writing, of any change in the Customer's Contacts.

The Customer confirms that this sum represents a genuine pre-estimate of the Supplier's loss, including but not limited to loss of profit, recruitment costs, and disruption to its business.

5.6 Until Services are terminated, the Customer shall

Cooperation with the Supplier's employees

- (a) provide the Supplier and subcontractors with full and safe access to the Location and the System providing said agents and subcontractors are suitably checked and authorised to work at the Location

6. PRICE

6.1 Unless a written quotation has been given (after which the price quoted will be fixed for thirty (30) days or such other period as is specified therein), the prices for the Works are subject to alteration without notice. The price charged to the Customer will apply when the Supplier accepts the Order. Orders are not binding upon the Suppliers until accepted by the Supplier. All prices exclude value-added tax (and similar tax), packing, carriage, insurance and installation. These will be added as separate items to the Customer's invoice where applicable.

6.2 Should the work be delayed or not start for up to six months between the date of order and the commencement date, the Supplier reserves the right to adjust the price of the goods and/or services provided to the Customer. Such adjustments shall be directly correlated to an increase in the Supplier's costs, including but not limited to raw materials, labour, transportation, regulatory changes, or other operational expenses that impact the cost of supplying the goods and services.

6.3 Any increase in the Customer's cost shall be limited to the actual increase in the Supplier's cost of providing the goods and/or services.

7. CHARGES AND PAYMENT

7.1 Where the additional services are provided:

- (a) The charges payable for the Works shall be calculated by the hourly charges as listed in Schedule 1, as amended from time to time;
- (b) Charges payable for the Works are subject to a 12-month review by

- the Supplier, with the latest charges listed in the newest version of the terms and conditions document.
- (c) The Supplier's standard daily fee rates are calculated based on an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
- (d) The Supplier shall be entitled to charge an overtime rate of an additional 50% of the standard rate for part days and for time worked by team members outside Normal Service Hours.
- (e) The Supplier shall ensure that all team members complete timesheets recording time spent on the Works and using such time sheets to calculate the charges.
- (f) The Supplier shall invoice the Customer in advance for the charges for time, expenses, and materials (together with VAT where appropriate).
- 7.2 Where the Works are provided for a fixed price, the Service Charge shall be payable as follows:
- (a) 50% of the total Service Charge shall be invoiced upon the Customer's acceptance of the Quote and must be paid before any Works commence
- (b) The remaining 50% shall be invoiced upon completion of the Works and is payable within 15 days of the invoice date.
- 7.3 Any fixed price, unless specifically listed, at the discretion of the Supplier, excludes:
- (a) The cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the Services, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier at cost and
- (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.4 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sums due from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgement; and
- (b) Suspend all Works until payment has been made in full.
- (c) Immediately invoice for all other orders payable to the Supplier.
- 7.5 Time for payment by the Customer shall be of the essence.
- 7.6 All payments payable to the Supplier under the agreement shall become due immediately on termination of the agreement, despite any other provision. This condition is without prejudice to any right to claim for interest under the law or any such right under the agreement.
- 7.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 7.8 The Supplier reserves the right to increase any additional charges other than the fees for the Works at any time.
- 7.9 Where payment for Works is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.
- 7.10 At any time during the contractual term, the Supplier reserves the right to adjust the price of the goods and/or services provided to the Customer. Such adjustments shall be directly correlated to an increase in the Supplier's costs, including but not limited to raw materials, labour, transportation, regulatory changes, or other operational expenses that impact the cost of supplying the goods and services.
- 8. SERVICE PREREQUISITES**
- 8.1 All hardware, software, and infrastructure components associated with this order must have been ordered and delivered on time for the commencement of the work.
- 8.2 The Customer shall be responsible for arranging and/or completing any third-party services required before the commencement of the Works.
- 9. COMMENCEMENT OF WORKS**
- 9.1 The date for the commencement of Works will be agreed between the Supplier and the Customer.
- 9.2 If the Customer cancels or reschedules any Works (or re-schedules and subsequently

cancels any Works), then the Customer may be charged a cancellation charge of 75% of the total price of the Works if notice of cancellation is given less than seven (7) calendar days before the scheduled commencement date of the Works as agreed between the Customer and Supplier. The Customer agrees that such a charge amounts to a genuine pre-estimate of the losses suffered by the Supplier on such cancellation.

9.3 The Supplier is not responsible for any client-induced delay not as exhaustive but such as;

- (a) Delayed delivery of equipment.
- (b) Access issues or site readiness.
- (c) Delayed payment.
- (d) Changes to the scope of work.
- (e) Failure of hardware or software provided by a third party.

9.4 In case of a client-induced delay, the Supplier is entitled to charge as per conditions 7.1 and 7.2.

10. ACCEPTANCE TESTING

10.1 The Supplier will perform basic Acceptance Tests to demonstrate to the Customer that the Works listed in the quote is completed.

10.2 It is the Customer's sole responsibility to ensure that the works are completed as per the quote and must notify the Supplier of any disputes within seven (7) days of completion. Beyond this, the Suppliers hold no responsibility, and any remediation work will be chargeable per conditions 7.1 and 7.2. Following this seven (7) day period, the Works shall be deemed accepted by the Customer, and the Supplier shall be entitled to issue the final invoice for the balance of the Service Charge. Acceptance of the Works shall not be unreasonably withheld or delayed. If any raised dispute relates to minor omissions or deficiencies, the Works shall be deemed accepted, and the Supplier shall remedy such minor points as soon as reasonably practicable thereafter.

11. WARRANTIES

11.1 The Customer accepts that the Supplier is acting only as a Service provider and is not responsible for verifying that the Hardware or Software will suit its requirements.

11.2 Should hardware or software incompatibilities or hardware failure incur, the supplier is entitled to bill for all works in full or part of the bill or charge additional costs.

12. INDEMNITY

12.1 The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Works to the Customer per this Agreement infringes that other person's intellectual property rights.

13. LIMITATION OF LIABILITY

13.1 Nothing in these conditions excludes the liability of the Supplier:

- (a) For death or personal injury caused by the Supplier's negligence or
- (b) For fraud or fraudulent misrepresentation.

13.2 Subject to condition 13.1:

(a) The Supplier shall not, in any circumstances, be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract(s);
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) Service outage;
- (x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

13.3 Subject to clause 13.1, the Supplier's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Service Charge paid or payable by the Customer for the Works under the relevant Quote.

14. INTELLECTUAL PROPERTY

- 14.1 All Intellectual Property Rights in or arising out of or in connection with the Works shall be owned by the Supplier. made innocently or negligently) that is not set out in this agreement.
- 14.2 The Supplier grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Intellectual Property Rights created as a direct result of the Works for the purpose of receiving and using the Works in its own internal business operations.
15. **WAIVER**
- No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
16. **RIGHTS AND REMEDIES**
- The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
17. **SEVERANCE**
- 17.1 Suppose any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable. In that case, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. The relevant provision or part-provision shall be deemed deleted if such modification is impossible. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 17.2 Suppose any provision or part-provision of this agreement is invalid, illegal or unenforceable. In that case, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.
18. **ENTIRE AGREEMENT**
- 18.1 This agreement constitutes the entire agreement between the parties and supersedes it. It extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each party acknowledges that in entering into this agreement, it does not rely on, and shall have no remedies concerning, any statement, representation, assurance, or warranty (whether
- 18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or misstatement based on any statement in this agreement.
19. **ASSIGNMENT**
- 19.1 Without the Supplier's written agreement, the Customer may not assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the contract.
- 19.2 The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the agreement.
- 19.3 This agreement shall bind the Customer and all successors in title. If the Customer organisation is acquired, merged with, or becomes part of another organisation, the terms and conditions of this agreement shall remain in full force and effect, and all obligations under this agreement will be binding upon the successor organisation.
20. **NO PARTNERSHIP OR AGENCY**
- Nothing in the agreement is intended to or shall operate to create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
21. **THIRD-PARTY RIGHTS**
- No one other than a party to this agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.
22. **PUBLICITY**
- No announcement or information concerning this agreement or any ancillary matter shall be made or released or authorised to be made or released by either of the parties without the prior written consent of the other party save as may be required to enable either of the parties to perform its obligations under this agreement or as required by law.
23. **NOTICES**
- 23.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next

- working day delivery service to its registered office;
- (b) sent by email to an email address to customerservices@primarytech.co.uk
- 23.2 Any notice or communication shall be deemed to have been received:
- (a) If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email on the next Business Day after transmission, along with a response acknowledging receipt.

23.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. GOVERNING LAW

The agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed per the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Additional Charges: - Hourly and Day Rate

	Hourly Rate	Day Rate
Helpdesk IT Technician	£50	£350
Onsite IT Technician	£80	£550
Senior IT Technician	£100	£750
IT Consultant	£100	£750
IT Trainer	£90	£650
Telecoms Engineer	£80	£550
Infrastructure Engineer	£80	£550