

Terms and Conditions

1. Definitions

- **“Supplier”** refers to Commercial Intuition Limited, its employees, subcontractors, and agents providing the Services.
 - **“Customer”** refers to the organisation or individual receiving the Services.
 - **“Services”** refers to Odoo implementation, configuration, customisation, integration, training, and support services provided under these terms.
 - **“Contract”** refers to the agreement between Supplier and Customer for the provision of Services.
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2. Scope of Services

- The Supplier will provide Services as described in the Service Definition Document.
 - Any additional services not explicitly included must be agreed in writing and may incur additional charges.
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3. Term and Termination

- The Contract commences on the date of acceptance by the Customer and continues until completion or termination.
 - Either party may terminate the Contract with 30 days’ written notice.
 - The Supplier may terminate immediately if the Customer breaches material obligations, including non-payment or misuse of services.
 - Upon termination, the Customer will pay for all Services provided up to the termination date.
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4. Fees and Payment

- Fees are as set out in the agreed proposal or quotation.
 - Payment terms are 30 days from invoice unless otherwise agreed.
 - Late payments may incur interest at 4% above Bank of England base rate.
 - All fees are exclusive of VAT unless stated otherwise.
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5. Customer Obligations

- Provide accurate and timely information necessary for the Supplier to perform the Services.
 - Ensure appropriate IT infrastructure and access rights are available.
 - Maintain confidentiality of access credentials and system security.
 - Comply with all applicable laws and regulations.
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6. Supplier Obligations

- Perform Services with reasonable skill, care, and diligence.
 - Maintain confidentiality of Customer data.
 - Adhere to agreed timelines and deliverables.
 - Escalate and manage incidents, outages, or issues promptly.
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7. Intellectual Property

- The Supplier retains ownership of all pre-existing intellectual property used to deliver the Services.
 - Customisations, configurations, and documentation developed specifically for the Customer will remain the Customer's property upon full payment.
 - The Supplier grants the Customer a non-exclusive licence to use any Supplier-owned software or tools as necessary to use the Services.
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8. Data Protection and Security

- Both parties will comply with applicable data protection legislation, including UK GDPR.
 - The Supplier will implement appropriate technical and organisational measures to protect Customer data.
 - Data breach incidents will be reported promptly in accordance with statutory obligations.
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9. Confidentiality

- Both parties shall keep all confidential information received from the other party strictly confidential.
 - Confidentiality obligations continue for 5 years after termination of the Contract.
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10. Warranties and Liability

- The Supplier warrants that it will provide Services in a professional and competent manner.
 - Except as expressly stated, all other warranties are excluded.
 - The Supplier's total liability to the Customer under the Contract shall not exceed the total fees paid by the Customer for the Services giving rise to the claim.
 - The Supplier shall not be liable for indirect, consequential, or loss of profit damages.
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11. Force Majeure

- Neither party shall be liable for any delay or failure caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, government actions, or third-party failures.
 - The affected party must notify the other promptly and use reasonable efforts to mitigate the impact.
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12. Maintenance and Support

- Support services are provided as per the Service Definition Document.
 - Maintenance schedules and planned downtime will be communicated in advance.
 - The Supplier may perform urgent maintenance without prior notice if required for security or compliance.
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13. Governing Law and Jurisdiction

- These terms are governed by the laws of England and Wales.
 - Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
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14. Entire Agreement

- These Terms and Conditions, together with the Service Definition Document and any agreed proposals, constitute the entire agreement between the parties.
 - No other statements, representations, or agreements shall have any effect unless agreed in writing by both parties.
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15. Amendments

- Any amendments or variations to these terms must be in writing and signed by both parties.
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16. Severability

- If any provision is found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect.
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17. Notices

- All notices under the Contract must be in writing and sent via email or post to the registered address of the other party.
 - Notices are deemed received 24 hours after sending via email or 3 days after posting by recorded delivery.
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18. Third Party Rights

- No person other than the parties to this Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999.