



General Terms and Conditions

The following are the General Terms and Conditions under which Virtual Engine sells computer products and provides computer and business related services and the same shall, unless otherwise expressly stated in writing by the Company, apply to the subject matter of any agreement between the Customer and the Company in respect thereof.

1 GENERAL

In these conditions:-

- a) Virtual Engine is called 'the Company' and the individual firm, company or other party with whom the Company contracts is called 'the Customer'.
- b) 'Agreement' means any Agreement(s) entered into between the Company and a Customer to which these Terms and Conditions are stated to apply.
- c) 'Product(s)' means computer hardware and software and associated equipment.
- d) 'Service(s)' means Consulting Services and/or Technical Services as set out in the Company's quotation or statement of work.

2 DELIVERY

- 2.1 Delivery shall be to the address designated by the Customer.
- 2.2 The Company shall not be liable for any delay in delivery due to causes beyond its control.

3 CHARGES

- 3.1 The Company shall render to the Customer an invoice or series of invoices pursuant to the supply of Products and Services and unless otherwise specified in the Agreement the Customer agrees to pay such charges in full within thirty days of the date of each invoice without deduction, set off or retention.
- 3.2 Unless agreed by the Company in advance with the Customer, the minimum individual order value under the Agreement shall be £500.
- 3.3 All Statement of Works (SoW) prepared by the Company for the Customer will be billable at an agreed rate in advanced of any work being undertaken.
- 3.4 Charges specified in the Agreement do not include Value Added Tax which, if applicable, will be added at the rate in force at the time of supply.

- 3.5 Without prejudice to any other rights the Company may have in respect of any failure by the Customer to pay the charges or other monies payable pursuant to the Agreement, the Company may charge interest at the rate of 4% above the Bank of England base rate from due date until payment is received.
- 3.6 In the case of supply to a Customer outside the UK the Customer will be responsible for all import levies, customs duties or other similar taxes of whatever nature.

4 PAYMENT

- 4.1 The period for payment is strictly 30 days from date of invoice.
- 4.2 Failure to pay within the period specified shall entitle the Company upon the expiry of one months' notice in writing to the Customer to suspend further performance of the Agreement pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Agreement without prejudice to any other remedy available to the Company.
- 4.3 If payment for completed work is not due it shall become automatically due immediately on the commencement of any act or proceeding in which the Customer's solvency is involved.
- 4.4 The Customer may assign to a bank, leasing or finance company its obligations to make payments to the Company in respect of the Products but such assignment shall not prejudice any of the other rights and obligations of either the Customer or the Company provided by the Agreement. At the request of the Customer the Company will be prepared to negotiate a suitable novation agreement if the bank, leasing or finance company requires further clarification of this clause.

5 PERFORMANCE

- 5.1 The Company will use its reasonable endeavours to comply with any day or dates for despatch or delivery of the Product(s) and for the supply of Service(s) (as the case may be) as stated in the Agreement, but unless the Agreement otherwise expressly provides, such dates shall constitute only statements or expectation and shall not be binding. If the Company, having used its reasonable endeavours fails to despatch or deliver the Product(s) or to supply or complete the Service(s) by such dates except where expressly contracted, such failure shall not constitute a breach of the Agreement nor shall the customer be entitled to treat the Agreement as thereby repudiated or to rescind it or any ancillary Agreement in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- 5.2 When expedited delivery is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs. Where postponement of delivery is requested by the Customer and is agreed by the Company, the Customer shall, if required by the Company pay all costs and expenses occasioned thereby.
- 5.3 If performance of the Agreement is suspended at the request of or delayed through default of the Customer (including, but not limited to, lack of, incomplete or incorrect instructions, or refusal to accept delivery of the Product(s) or Service(s) for a period of 14 days), the Company shall be entitled to payment at the then prevailing rates for the Service(s) already performed, Product(s) supplied or ordered and any other additional costs thereby incurred.

6 CANCELLATION

- 6.1 The Customer shall not be entitled to cancel any order for the Product(s) or any part thereof except upon terms which reimburse the Company for loss of all costs, charges and expenses incurred by the Company in respect of the Product(s) or any part thereof up to the date of receipt by the Company of written notification of cancellation from the Customer.
- 6.2 If the Customer wishes to cancel or postpone an order for Technical Services that has previously been accepted and scheduled by the Company notice of cancellation or postponement must be provided in writing.
- 6.3 Having placed an order for Services, the Customer must make arrangements with the Company to schedule the supply of the Services within 12 months of the date of acceptance of the order. At the end of this 12 month period the order will be deemed to have been cancelled, any services that make up the whole or any part of the order shall not be performed and no refund shall be payable.
- 6.4 Once an official order for Technical Services has been placed and has been accepted and scheduled by the Company, the Customer becomes liable to pay compensation for the cancellation or postponement of those on-site Services according to the following table.
- 6.5 The postponement of Technical Services will only be deemed valid upon receipt of a replacement order, with dates agreed by the Company, prior to the due date of the services. In any other circumstance the Technical Services will be deemed as cancelled.

Cancellation Period	Cancellation Fee	Postponement Fee
Within one working day	100%	75%
Within two working days	75%	50%
Within three working days	50%	25%
Within five working days	25%	15%
Within ten working days	15%	0%
Greater than ten working days	5%	0%

The above rates apply to the total price for the scheduled Technical Services.

7 PROPRIETARY RIGHTS

- 7.1 Title, copyright and all other proprietary rights in the Product(s) and associated documentation and any documentation supplied in respect of the Service(s) and all parts and copies thereof shall remain vested in the Company, except for the intellectual rights of customer specific bespoke developments which shall become the property of the Customer upon payment in full.
- 7.2 The Customer shall follow all reasonable instructions given by the Company from time to time with regard to the use of trademarks owned by the Company and other indications in respect of the property rights of the Company

8 SOFTWARE PRODUCT COPYING

- 8.1 The Customer may make such copies of software Product(s) developed by the Company as are necessary for operational use and security thereof.
- 8.2 Every such copy or reproduction of software Product(s) made by the Customer shall contain or have annexed to it in a prominent position an express notice stating that the software Product(s) are confidential and subject to copyright and/or other intellectual property rights and may not be communicated wholly or in part by any means whatsoever to any other person.

- 8.3 All third party software products are subject to individual manufacturer's license agreements in respect of copying.

9 INTELLECTUAL PROPERTY INDEMNITY

- 9.1 The Company shall indemnify the Customer for any losses, damages, costs and expenses resulting from or arising out of any threatened or actual infringement of patent, copyright, registered design or other intellectual property rights of any person provided that the Customer shall:
- 9.1.1 Notify the Company in writing of any allegation or infringement.
 - 9.1.2 Make no admission without the Company's consent.
 - 9.1.3 At the Company's request allow the Company to conduct and/or settle all negotiations in litigation and give the Company all reasonable assistance in respect thereof.

10 LIMITATION OF LIABILITY

- 10.1 The total liability of the Company in respect of the any one event or series of connected events shall not exceed the maximum value of the individual Agreement to which the loss relates.
- 10.2 The Company shall not be liable for any indirect or consequential loss, nor shall it be liable for any of the following losses (whether direct or indirect): loss of use, loss of profit, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation, loss of goodwill, or loss or corruption of data.
- 10.3 Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by law.

11 TERMINATION

- 11.1 Either party may terminate the Agreement by notice in writing forthwith in any of the following events:-
- 11.1.1 Either party commits a material breach of the Agreement which is incapable of remedy.
 - 11.1.2 Either party fails to perform its obligations under the Agreement or commits a material breach which is capable of remedy but which the Customer fails to remedy within 14 days of written notice by the Company specifying the event of default and requiring its remedy.

12 CONSEQUENCES OF TERMINATION

- 12.1 Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the Customer arising from the Agreement.
- 12.2 On termination of the Agreement for whatsoever reason, the Customer shall return forthwith to the Company the Product(s) and all copies thereof, the documentation and the media supplied therewith and other items in the possession of the Customer which are the property of the Company.

13 TITLE AND RISK

- 13.1 Risk of loss or damage shall pass to the Customer on Delivery of Products.
- 13.2 The legal and beneficial ownership of the Product(s) and/or associated material supplied as part of Product(s) and/or Service(s) shall remain with the Company which reserves the right to dispose of the Product(s) until payment in full of all material has been received by the Company

in accordance with the terms of the Agreement.

- 13.3 Until such payment is paid in full the Company may (without prejudice to any of its rights) recover or re-sell any of the Product(s) and/or associated material and may enter upon the Customer's premises by its servants or agents for that purpose.
- 13.4 If any Product(s) before payment are, in whole or in part, incorporated in or used as components or material for other goods, systems or documentation the whole of the goods, systems or documentation shall remain with and vest automatically in the Company and the Customer or, where appropriate the owner or owners of the other goods systems or documentation as tenants in common, until payment is made.

14 CONFIDENTIALITY

- 14.1 The Customer shall keep confidential all information relating to Product(s) and the Service(s) and shall only use them as required for the performance of the Agreement.
- 14.2 The Company and the Customer shall keep confidential the terms of the Agreement and all other information of the other party obtained under, or in connection with, the Agreement and shall not divulge the same to any third party without the prior written consent of the other party.
- 14.3 The provisions of this clause shall not apply to:
 - 14.3.1 Any information in the public domain otherwise than by breach of the Agreement.
 - 14.3.2 Any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement.
- 14.4 The Company and the Customer may divulge confidential information only to those employees who are directly involved in the use of the Product(s) or the Service(s) and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 14.5 The obligations of the parties as to disclosure and confidentiality shall come into effect on the signing of the Agreement and shall continue in force notwithstanding the termination of the Agreement.

15 NOTICE

- 15.1 Any notice pursuant to the Agreement shall be in writing and signed by, or on behalf of, the person serving it and shall be delivered by hand or sent by prepaid recorded delivery post (airmail if overseas) to the party due to receive such notice at the address of the party on whom it is to be served as shown in the Agreement or to such other address as shall be notified in writing to the other party to the Agreement from time to time.
- 15.2 Any notice delivered by hand shall be deemed to be received on receipt of a signature at the time of delivery and any notice sent by pre-paid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received 48 hours after posting (6 days if sent by airmail) and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted.
- 15.3 The Company may serve notice by email to the address of individual employee of the Customer by whom it has most recently been contacted, and such notice shall be deemed to have been received at the time of transmission, so long as receipt is acknowledged.

16 WAIVER

- 16.1 The rights and remedies of either party under the Agreement shall not be diminished, waived or

extinguished by the granting of any indulgence, forbearance or extension of time, by the other nor any failure or delay by the other in asserting or exercising any such rights or remedies.

17 SEVERANCE

- 17.1 If at any time any one or more clause, sub-clause, paragraph, sub-paragraph or any other part of the Agreement is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted here from and the validity and/or enforceability of the remaining provision of the Agreement shall not in any way be affected or impaired thereby.

18 VARIATION

- 18.1 No variation in the provisions of the Agreement shall be of any effect unless made in writing and signed on behalf of the Customer and the Company.

19 ASSIGNMENT

- 19.1 The Customer shall not be entitled to assign, lease, transfer or part with its rights, responsibilities or obligations or any part thereof under the Agreement without the prior written consent of the Company.

20 SET-OFF

- 20.1 Unless otherwise agreed in writing, the Customer shall not be entitled to set off against any monies due to the Company under the Agreement or any other account whatsoever, any amount claimed by or due to the Customer from the Company whether pursuant to the Agreement or in any other account whatsoever.

21 FORCE MAJEURE

- 21.1 Neither party will be liable for failure to perform obligations under the Agreement if that failure results from any circumstances beyond its reasonable control including (but not limited to) strikes, lockouts or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, fire, flood, civil commotion or any cause of whatever kind and whenever occurring (but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay).

22 HEALTH AND SAFETY

- 22.1 The Customer shall take all reasonable precautions to ensure the health and safety of the Company's employees while on the Customer's premises.
- 22.2 The Company shall not be liable to the Customer in any civil proceeding brought by the Customer against the Company under any Health and Safety Regulations made pursuant to the Health and Safety at Work 1974 Act, where such exclusion of liability is permitted by law.
- 22.3 The Customer shall indemnify and keep indemnified the Company in respect of any liability, monetary penalty or fine in respect of or in connection with the Product(s) and Service(s) incurred directly or indirectly by the Company under the Health and Safety at Work Act 1974 or any Regulations, orders or directions made thereunder arising or resulting from the Customer's default.

23 OFFERS OF EMPLOYMENT

- 23.1 For the duration of the Agreement and for a period of 12 months thereafter persons in the

employment of either party who have worked on or in connection with the Agreement shall not except by mutual consent of the Company and Customer employ or directly or indirectly solicit or attempt to solicit the employment or services of any personnel of either party or to directly or indirectly to seek or provide any services of a similar nature to the other party or any of its affiliates other than through the terms of the Agreement.

24 DISPUTE RESOLUTION

- 24.1 If any dispute arises between the parties out of, or in connection with, the Agreement, the matter shall be referred to the Managing Director of each party who shall use their reasonable endeavours to resolve it.
- 24.2 If the dispute is not resolved within 14 days of the referral being made under clause 24.1 the parties shall resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 24.3 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 24.1 and 24.2 have been completed.

25 LAW AND JURISDICTION

- 25.1 Unless otherwise agreed in writing between the Company and the Customer the Agreement shall be subject to and construed and interpreted in accordance with the Laws of England.
- 25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

26 STANDARDS

- 26.1 The Company warrants that, at the time of performance, the Service(s) shall be performed with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13 and shall be free from material defects.
- 26.2 Subject to the provisions of clause 26.3, the Company shall, at its option, remedy, re-perform or refund the Service that do not comply with this clause, provided that the Customer serves a written notice on Company that some or all of the Services do not comply with this clause, and identifying in sufficient detail the nature and extent of the defects, not later than five business days of performance.
- 26.3 The Company shall not be liable for any failure of the Service(s) to comply with the provisions of clause 26.1 where the same arises directly or indirectly and whether in whole or in part as a result of a breach by the Customer of any of its obligations under the Agreement or any design, specification or requirement of the Customer.
- 26.4 The provisions of this clause set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 26.1 or for any other defective performance of the Service) and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 26.5 Subject to clause 10.3 and its express warranties and obligations in respect of the Product(s) set out in the Agreement, the Company does not give any warranties or have any obligations in respect of third party software, equipment or products.

27 DATA PROTECTION

- 27.1 All processing of personal data pursuant to the Agreement shall be subject to the Company's privacy policy, a copy of which, as at the date of the Agreement, has been supplied to the Customer. The Company may change the privacy policy from time to time by uploading a new version to its website.

28 ENTIRE AGREEMENT

- 28.1 The Customer hereby acknowledges that the terms and conditions of the Agreement, and any documents referred to in it, constitutes the entire agreement between it and the Company and supersedes all and any prior agreements, understandings and arrangements between the parties howsoever arising in respect of its subject matter.
- 28.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Agreement except to the extent that the Company otherwise agrees in writing.
- 28.3 Each order by the Customer to the Company shall be an offer to purchase the Product(s) and/or Service(s) subject to the terms of the Agreement.

29 HEADINGS

- 29.1 Headings are inserted for convenience of reference only and shall have no effect in construing the Agreement.

30 AUTHORISATION AND ACCEPTANCE

I hereby accept and agree to be bound by the Terms of Conditions of the agreement attached hereto and confirm that I have the necessary authority vested in me on behalf of the Company named below.

The Customer
Name:
Customer Name:
Title:
Signature:
Date:

Version History

This page must not be included in the published PDF document.

Version	Date	Amended By	Amendments
2.0	20/02/2024	Rebecca Sperry	Added version number to footer and added version history page.
2.0	15/08/2024	Rebecca Sperry	Annual review – no changes made.
2.0	05/08/2025	Rebecca Sperry	Annual review – no changes made.