General Terms and Conditions

Version: 1.9
October 2025

The private limited liability company FireServiceRota B.V. (hereinafter: the Supplier) provides an application (FireServiceRota.co.uk) with which users can manage and/or consult a duty roster for emergency service staff.

The present document sets out the terms and conditions for the service provided by the Supplier (hereinafter: “FireServiceRota.co.uk”) and are applicable for the use of FireServiceRota.co.uk at all times. Please therefore read the following General Terms and Conditions carefully.

Article 1. Definitions

1.1. the Supplier: FireServiceRota B.V., residing in Amstelveen and registered with the Chamber of Commerce under file number 67478425
1.2. the User: a natural person or legal entity who or which concludes an Agreement with the Supplier 1.3. the Agreement: an agreement concluded between the Supplier and the User under the terms of which the Supplier enables the User to use FireServiceRota.co.uk for its business operations and to make this available to its staff 1.4. the Account: the personal environment made available to the User or its staff via the Website and designed to manage and/or consult the duty roster after registration of the relevant member of staff
1.5. Trial: an Agreement for a limited period, as indicated on the Website, intended for trialling FireServiceRota.co.uk 1.6. the General Terms: the present general terms and conditions
1.7. the Party: every party to an Agreement
1.8. The Website: http://www.FireServiceRota.co.uk
1.9. The Terms of Use: a summarised version of the present General Terms setting out the terms and conditions under which the User and its staff can use FireServiceRota.co.uk

Article 2. Applicability

2.1. The General Terms apply to the use of FireServiceRota.co.uk and constitute a part of the Agreement between the Supplier and the User.
2.2 The User undertakes to make the Supplier’s Terms of Use available to the staff using FireServiceRota.co.uk and to impose compliance therewith on those staff.
2.3. No terms and conditions or exceptions invoked by the User will constitute a part of the Agreement, unless the Supplier has agreed to these explicitly and in writing.

Article 3. Formation of the Agreement

3.1. The Agreement between the User and the Supplier will commence on the date on which the Trial commences. 3.2. The User can purchase services from FireServiceRota.co.uk in the shape of various packages. If the User exceeds the package specifications, the Supplier will contact it to upgrade it to a more extensive package, and on-charge it for the attendant extra costs.

Article 4. Term and Termination

4.1. If the User does not proceed with a paid subscription for FireServiceRota.co.uk after the Trial (if applicable), the Agreement will be terminated. The following paragraph is applicable if the User opts for a paid subscription after the Trial. 4.2. The Agreement will be concluded for 3 months and, unless terminated, will be automatically extended thereafter by the same period.
4.3. Either Party will be able to terminate the Agreement in writing as of the end of the contractual period giving six (6) months’ notice, for which no reasons or grounds need to be given.
4.4. In the event of dissolution or (notice of) termination, the User will lose the right to use the web application as described in Article 13, paragraph 1.

Article 5. The FireServiceRota.co.uk terms and conditions

5.1. It is not permitted to use FireServiceRota.co.uk in any manner which infringes on the rights of third parties and/or breaches the present General Terms and/or the Agreement.
5.2. The User will be completely at liberty to decide which information can be disseminated by FireServiceRota.co.uk. The User is strictly prohibited from uploading any content that is malicious, harmful, or intended to disrupt or damage our systems or the systems of other users. The Supplier is not acquainted with the content of such information, and the User itself will be fully and solely responsible and liable for any incorrect and/or wrongful information on the Account. The Supplier accepts no liability whatsoever for any information disseminated via FireServiceRota.co.uk and the User hereby indemnifies it against any claims lodged by third parties on that account.

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5.3. The User will observe - and act with - the degree of due care vis-a-vis FireServiceRota.co.uk which it could reasonably be expected to observe.
5.4. The Supplier may stipulate a maximum for the storage space the User is permitted to use in connection with FireServiceRota.co.uk. If the User exceeds this maximum, the Supplier is authorised to charge it extra. 5.5. The User hereby grants the Supplier a free and unrestricted licence to disseminate, store, forward or copy all the material provided by the User and disseminated via the Supplier's systems in any manner the Supplier deems fit, but only to the extent that this could be reasonably necessary for the Supplier to comply with the Agreement. 5.6. If the Supplier believes that the User poses a threat to the functioning of the server(s) or networks operated by the Supplier or third parties, and specifically as a result of the excessive demand for or dispatch of data, the Supplier is authorised to take any action which it believes reasonably necessary to avert or prevent this threat. 5.7. The User itself is responsible for the accuracy of the information/duty roster at all times. 5.8. The Supplier will not provide the User with any extra copies (backups or copies of the information/duty rosters), and the User itself is responsible for making extra copies of the data stored with the Supplier.
5.9. If the User breaches the present General Terms, the Supplier is authorised to modify, remove or refuse the Account (for which it will give reasons), to deny the User access to FireServiceRota.co.uk and to terminate the Agreement.

Article 6. Access and updates

6.1. The Supplier will provide the User with access to FireServiceRota.co.uk for the duration of the Agreement and provide it with a user name and password for this purpose.
6.2 The periods agreed with or stipulated by the Supplier are negotiable and not definitive deadlines (*fataal* in the sense of Dutch law), unless the parties agree otherwise explicitly and in writing.
6.3 The Supplier's failure to abide by the above deadlines and periods will only entail its default if, after the expiry of the agreed period, the User serves the Supplier with a written notice of default giving a reasonable period of at least 7 work days for compliance, and if the Supplier fails to comply with this reasonable period as yet.
6.4 If the Supplier requires the User to provide goods or data for the execution of the Agreement, the execution period will not commence until the User has provided this to the Supplier accurately and in full.
6.5. The User is not permitted to transfer or make the user name and/or password available to third parties. The Supplier is not responsible for any abuse thereof and is entitled to expect the User that registers with FireServiceRota.co.uk to in fact be the User. The User is required to notify the Supplier if it suspects that the password has fallen into the hands of unauthorised third parties. In such cases, the Supplier is authorised to take appropriate action. 6.6. If the Supplier becomes aware that the User's login details are in the possession of unauthorised third parties, it will notify the User of that fact and take appropriate action.
6.7. The User must keep up-to-date and warrant the accuracy of the contact details recorded in its Account. The User must notify the Supplier electronically and without delay in the event of any changes to these details. 6.8. The version of the relevant notification received or stored by the Supplier will serve as evidence of the above, unless the User can provide evidence to the contrary.
6.9. The Supplier is authorised to update the FireServiceRota.co.uk programs from time to time to improve the functionality and to remedy errors. Because FireServiceRota.co.uk is provided to more than one user, it is not possible for the User to waive a certain update. The Supplier is not required to compensate any damage caused by the updating of FireServiceRota.co.uk.

Article 7. Availability and maintenance

7.1. The Supplier will do its utmost to ensure the uninterrupted availability of FireServiceRota.co.uk, but cannot offer any guarantees that that will be the case.
7.2. The Supplier reserves the right to take FireServiceRota.co.uk temporarily offline for maintenance, modifications or improvements to FireServiceRota.co.uk and its web servers. The Supplier will attempt to schedule such unavailability in such a way that it inconveniences the User as little as possible.
7.3. The Supplier will never be required to pay the User any compensation for damage suffered as a result of such unavailability.

Article 8. Personal data

8.1. The Supplier will only use the User's personal data in conformity with the privacy statement. 8.2. The User guarantees that he is authorised to conclude this Agreement and the data processing agreement with the Supplier.
8.3 The Supplier can impose restrictions on the information disseminated via the Website. The Supplier will remove or disable access to illegal content without undue delay when the Supplier is made aware of such illegal content being stored on the Website.

Article 9. Helpdesk

9.1. The User can report problems and submit questions in the manner indicated by the Supplier. The Supplier will do its utmost to respond to such questions satisfactorily and within a reasonable period.
9.2 . Individuals and entities can notify the Supplier of potentially illegal content by using the feedback button on

any page on the Website or by contacting the Supplier's helpdesk.

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Article 10. Prices and payment

10.1. All the rates quoted on the Website, in brochures and other materials are subject to an exception for typing errors, and the Supplier accepts no responsibility for such typing and/or accounting errors. The Supplier can not be held to its offers or quotes if the User could reasonably have understood that such offers and quotations, or any part thereof, are a result of an evident error or printing mistake.
10.2. The User is required to pay the Supplier the fee indicated in the written quote for the use of FireServiceRota.co.uk. The User will be invoiced per year at the start of the calendar year or at the start of the contract for the remainder of the calendar year. The User must settle all invoices in advance within 30 (thirty) days of the invoice date by transferring the invoice sum into the Supplier's bank account, unless the Parties have agreed otherwise.
10.3. The User hereby consents to the Supplier invoicing it electronically.
10.4. If the User fails to make payment within 30 days of the invoice date, the Supplier is authorised to block the User's Account and discontinue other services or agreements concluded with the Supplier, temporarily or permanently. 10.5 If the User fails to arrange prompt payment, it will be in default by the operation of law. In that event, the User will forfeit interest at a rate equivalent to the statutory commercial interest as described in section 6:119a of the Netherlands Civil Code. The interest over the outstanding sum will be payable as of the date on which the User is in default until the date on which the outstanding sum has been settled in full.
10.6 If the User is in default, fails to comply with its obligations or fails to do so promptly, all the reasonable costs incurred to settle the debt out of court will be for the User's account. These extra-judicial costs are hereby fixed at 15% of the outstanding sum but if the Supplier is, in reason, required to incur higher costs to collect its debt, the actual costs will qualify for compensation, and it will also be authorised to recover any judicial and execution costs from the User. The User is also required to pay interest over the collection costs.
10.7. The Supplier is permitted to raise its prices by a maximum of 3% per annum, and the User will be unable to terminate the Agreement in the interim on those grounds.
10.8. In case the Agreement specifies a currency other than EURO and when the parity between the currency specified in the Agreement and EURO varies by more than 20% between the moment of signing the Agreement and the moment of sending an invoice any Party has the right to adjust the price accordingly.

Article 11. Liability

11.1. The Supplier's maximum aggregate liability on any grounds whatsoever (including default in its compliance with warranty obligations) is restricted to the maximum damages that are covered by the applicable insurance of the Supplier.
11.2. The Supplier will never be liable for any damage as a result of the death or injury of the User and/or third parties.
11.3. The User hereby indemnifies the Supplier against any claims lodged by third parties on any grounds whatsoever in connection with the compensation of damage, costs or interest connected with the present Agreement and/or FireServiceRota.co.uk, unless the facts on which a claim is based are directly and reasonable attributable to the Supplier.
11.4. The above paragraphs of this Article will not be applicable if and to the extent that any damage was caused by the deliberate misconduct (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) of the Supplier's executive or subordinates.

Article 12. Force majeure

12.1. The Supplier is not required to comply with any obligation vis-a-vis the User if it is subject to circumstances beyond its control which prevent its compliance.
12.2. In the event of such force majeure – which will at any rate include breakdowns in telecommunications infrastructures or internet, civil unrest, mobilisation, war, transport disruptions, strikes, lockouts, import or export restrictions, production problems, stagnation in the supply chain, fire, flooding and breach of contract by suppliers on whom the Supplier is dependent for the execution of the Agreement – the Supplier is authorised to suspend the execution of the Agreement, without being under any obligation to compensate damage. If the force majeure prevents compliance for more than two months, both Parties are authorised to terminate the Agreement with immediate effect in which event there will be no obligation to compensate damage.

Article 13. Intellectual property rights

13.1. All the intellectual property rights to the software made available under the terms of the Agreement or otherwise (FireServiceRota.co.uk), and any preparatory material therefor, will accrue exclusively to the Supplier or its licensors. The User is being granted no more than a non-exclusive, non-transferable right of use and the rights which are explicitly granted under the terms of the present General Terms or otherwise, and is otherwise not permitted to reproduce or copy the FireServiceRota.co.uk or other material.
13.2. The User is not permitted to remove or amend any reference to the copyrights, trademarks, trade names or other intellectual property rights to the (FireServiceRota.co.uk) software.
13.3. The Supplier is permitted to use technical measures to protect the FireServiceRota.co.uk software. If the Supplier protects its software using technical measures, the User is not permitted to remove or bypass this security.

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Article 14. Confidentiality

14.1. The Parties undertake to keep all the information which they receive from each other confidential. The Parties will also impose this obligation on their staff and any third parties called in by them to execute the Parties' Agreement.
14.2. Information will at any rate be deemed to be confidential if it is referred to as such by either of the Parties.

Article 15. Amendments to the General Terms

15.1. The Supplier reserves the right to amend or supplement the present General Terms in response to changes in laws or regulations. Material changes are implemented as a variation to the individual Agreement. 15.2. Such amendments will also apply to previous agreements. An amendment will become effective 30 days after having been announced in the electronic newsletter. Minor amendments may however be made at any time. 15.3. If the User is unwilling to accept an amendment to the present General Terms, it will be at liberty to terminate the Agreement.

Article 16. Final provisions

16.1. The Agreement is subject exclusively to the laws of the Netherlands.
16.2. Changes to the management or legal form will not affect the Agreement.
16.3. Unless the rules of statutory law provide otherwise, any disputes which may arise in connection with the Agreement will be submitted to the District Court of Amsterdam in the Netherlands.
16.4. Partial nullity: The fact that a provision of the Agreement and/or the General Terms turns out to be null and void will not affect the validity of the remainder of the Agreement/General Terms. In that event, the Parties will adopt one or more new provisions which reflect the spirit and intent of the original Agreement and/or General Terms to the extent possible in law.