



Terms and Conditions

Trustack Framework Agreement

This framework agreement (the "Agreement") consists inclusively of Section A below (including the Schedule), and any Supplemental Terms (as defined below) applicable from time to time, made between:

- (1) The Customer; and
 - (2) Trustack Limited incorporated and registered in England and Wales with company number 11624287 whose registered office is at 1 Berrymoor Court, Cramlington, Northumberland, United Kingdom, NE23 7RZ (Trustack).
- each a "party" and together the "parties".
- (A) Trustack is in the business of providing the Available Services.
 - (B) The Customer wishes to appoint Trustack to provide some or all of the Available Services to it under this Agreement.
 - (C) When a Customer requests one or more of the Available Services from Trustack, and Trustack is able to provide the Available Services, the relevant parties will agree to a Quotation (as defined below) in accordance with this Agreement.
 - (D) Each Quotation will incorporate and be subject to the terms and conditions set out in this Agreement, and the relevant Supplemental Terms.

Terms And Conditions

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement.

Available Services the services, including without limitation any Deliverables, which Trustack is willing and able to provide to the Customer as set out in a Quotation.

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges the charges set out in the Quotation payable by the Customer for the supply of the Services by Trustack.

Commencement Date the date upon which the Customer first agrees to purchase an Available Service, or Available Services by the acceptance of a Quotation.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures as defined in the Data Protection Legislation.

Data Protection Legislation all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables all documents, products and materials developed by Trustack or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, software, data, reports and specifications (including drafts).



Intellectual Property Rights patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.

Quotation a quote for Available Services provided by Trustack to the Customer, as agreed in accordance with clause 2, incorporating the relevant Supplemental Terms.

Services the services, or equipment including without limitation any Deliverables, to be provided by Trustack pursuant to a Quotation.

Supplemental Terms the additional terms and conditions applicable to the Services requested, and to which a Quotation is subject:

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement or any Quotation.

1.3 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.5 A reference to a statute or statutory provision, including all subordinate legislation, is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to writing or written includes email.

1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding it.

2. Quotations

2.1 This Agreement governs the overall relationship of the parties in relation to the Services provided by Trustack to the Customer, and sets out the procedure for the Customer to request the provision of Available Services from Trustack (<https://trustack.co.uk/managed-it-services/>).

2.2 The Customer shall be entitled from time to time to request in writing the provision of any or all of the Available Services from Trustack.

2.3 Where a Customer makes a request for Available Services (verbally, or in writing), Trustack shall:

2.3.1 either notify the Customer that it is not able to provide the requested Available Services; or

2.3.2 prepare a Quotation for the Customer for its approval. In preparing the Quotation, Trustack shall calculate the Charges.

2.4 A Quotation shall not enter into force, be legally binding or have any other effect unless:

2.4.1 the Quotation has been agreed by the authorised representatives of the Customer; and

2.4.2 as at the date the Quotation is agreed, this Agreement has not been terminated.

2.5 Any Quotation is valid for the period as set out on the Quotation and Trustack may withdraw the Quotation at any time by notice to the Customer.

2.6 Each Quotation:

2.6.1 shall be entered into by the Customer and Trustack; and

2.6.2 forms a separate contract between the parties, which is subject to the relevant Supplemental Terms.

2.7 Any amendments to this Agreement agreed by the Customer and Trustack shall be deemed to apply to all future Quotations entered into after the date of such amendment.



2.8 Any typographical, clerical or other error or omission in the Quotation or any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Trustack shall be subject to correction without any liability on the part of Trustack.

2.9 Please note that any costs quoted for third party software or hardware may be subject to price changes between the date of Quotation to the date the Customer confirms acceptance of the Quotation, which Trustack is not in control of.

2.10 Time for delivery of any aspect of the Available Services shall not be of the essence.

2.11 The Customer shall not share the Quotation with any third party without the prior written consent of Trustack.

3. Conflict

If there is an inconsistency between any of the provisions of this Agreement, the order of precedence shall be (in descending order):

3.1 Quotation;

3.2 Supplemental Terms; and

3.3 the terms and conditions of this Agreement (Section C and the Schedule)

4. Commencement and duration

This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 13.

5. Provision of Services

5.1 The Customer shall at its own expense supply Trustack with all necessary documents or other materials, and all necessary data or other information relating to the Services, within such time and in such format as Trustack may require. The Customer shall ensure the accuracy of any information provided by it and Trustack shall have no liability arising out of any errors or inaccuracies in the material received by Trustack from the Customer.

5.2 Trustack shall use its reasonable endeavours to ensure that the Services are provided in accordance with the Quotation.

5.3 Trustack may at any time make any changes to the Quotation and/or the Services that are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services to be supplied.

5.4 Trustack may appropriate payments by the Customer to Services as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

5.5 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Agreement and that those signing this Agreement are duly authorised to bind the party for whom they sign.

5.6 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from this Agreement.

6. Customer obligations

6.1 The Customer shall:

6.1.1 co-operate with Trustack in all matters relating to the Services;

6.1.2 provide in a timely manner such access to the Customer's premises and data and other facilities as is requested by Trustack from time to time; and

6.1.3 provide in a timely manner such information as Trustack may request, and ensure that such information is accurate in all material respects.



6.2 If Trustack's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to Trustack on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Trustack confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

6.3 The Customer shall not, at any time from the date of this Agreement to the expiry of 6 (six) months after termination of the last Quotation, actively solicit or canvass the employment of any person who is, or has been, engaged as an employee or sub-contractor of Trustack. If the Customer is in breach of this clause the Customer (recognising that Trustack will suffer substantial damage) will pay to Trustack by way of liquidated damages and not by way of penalty a sum equal to 50% of the gross annual sum paid to that person as salary or for services by Trustack, or, if higher, 50% of the gross annual sum to be paid by the Customer to that person as salary or for services, in the first 12 (twelve) months of employment.

7. Cancellations or delay

7.1 If Trustack's performance of its obligations under this Agreement is prevented or delayed by any act or omission of or cancellation by the Customer or the Customer's agents, sub-contractors or employees, Trustack reserves the right to charge the Customer:

7.1.1 where such cancellation, prevention or delay falls within 48 hours of the scheduled start date for the installation or delivery of the Services (Start Date), the full amount payable by the Customer for the Services;

7.1.2 where such cancellation, prevention or delay falls within 48 hours to 1 week of the Start Date, fifty percent (50%) of the amount payable by the Customer for the Services; or

7.1.3 where such cancellation, prevention or delay falls within one week to two weeks of the Start Date, twenty five percent (25%) of the amount payable by the Customer for the Services;

7.1.4 where such cancellation, prevention or delay falls no less than two weeks prior to the Start Date, Trustack will only seek to recover losses and expenses from the Customer pursuant to clause 7.2 below.

7.2 The Customer shall in all circumstances be liable to pay to Trustack on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, expenses, loss or damage to property, injury to or death of any person and loss of opportunity to deploy services elsewhere), subject to Trustack confirming such costs, charges and losses to the Customer in writing.

8. Non-GA Services and limitations

8.1 From time to time Trustack may invite the Customer to try, at no charge, Trustack products or services that are not generally available to Trustack's Customers (Non-GA Services). The Customer may accept or decline any such trial in its sole discretion.

8.2 Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors (but shall not contain any malicious code), and may be subject to additional terms that shall be provided by Trustack to Customer prior to or concurrent with the invitation to the applicable Non-GA Services. Non-GA Services are not considered Services hereunder.

8.3 The Customer has the right to discontinue Non-GA Services at any time in its sole discretion and Trustack shall be under no obligation to make them generally available and



does not by making the Non-GA Services available warrant or otherwise undertake or represent that it will do so.

8.4 Trustack does not warrant that:

8.4.1 the use of the services or Non-GA Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;

8.4.2 the services will meet Customer's requirements or expectations;

8.4.3 any stored data will be accurate or reliable;

8.4.4 the quality of any information or other material obtained by Customer through the Non-GA Services will meet Customer's requirements or expectations;

8.4.5 errors or defects in the Non-GA Services will be corrected; or

8.4.6 the server(s) that make the Non-GA Services available are free of viruses or other harmful components. The Non-GA Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Trustack is not responsible for any delays, delivery failures, or other damages resulting from such problems.

9. Change Control

9.1 If either party wishes to change the scope of any Services, it shall submit details of the requested change to the other in writing.

9.2 If either party requests a change to the scope or execution of the Services, Trustack shall, within a reasonable time, provide a written estimate to the Customer of:

9.2.1 the likely time required to implement the change;

9.2.2 any variations to Trustack's charges arising from the change;

9.2.3 the likely effect of the change on the Quotation; and

9.2.4 any other impact of the change on the terms and conditions of this Agreement.

9.3 If the Customer wishes Trustack to proceed with the change, Trustack has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Agreement or Quotation to take account of the change.

10. Payment

10.1 The price of the Services shall be as stated in the Quotation or, if no price is quoted, the price shall be calculated in accordance with Trustack' standard rates from time to time, as notified to the Customer.

10.2 Trustack shall be entitled to charge for additional services supplied as a result of the Customer's additional instructions, the inaccuracy of any material provided to Trustack by the Customer or any other cause attributable to the Customer at Trustack's standard rates then notified to the Customer.

10.3 All prices quoted are exclusive of any Value Added Tax or other sales or import taxes or duties for which the Customer shall be additionally liable and Trustack' shall add to its invoices at the prevailing rate.

10.4 The Customer shall pay invoices issued to it by Trustack in full and cleared funds to such bank account nominated to Trustack from time to time without deduction, set-off or counterclaim within 30 (thirty) days of the date of the invoice.

10.5 Time for payment shall be of the essence of the Agreement. If the Customer fails to make any payment on the due date, then, without prejudice to any other rights or remedies available to Trustack, Trustack shall be entitled to:

10.5.1 cancel the Agreement and/or Quotation or suspend any further deliveries of Services to the Customer under a Quotation and/or terminate all or any part of such Quotation without liability on its part;

10.5.2 charge the Customer interest on the overdue amount, payable by the Customer forthwith on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 4% per annum above the base rate for the time being of



Royal Bank of Scotland plc. Such interest shall accrue on a daily basis and be compounded quarterly until payment is made; and/or

10.5.3 require payment in advance in future.

10.6 If Trustack is subject to any increase in a supplier's charges, it may pass the requisite increase of such on to the Customer. Trustack will be under a duty to seek to mitigate the impact of such fee increases but the Customer acknowledges that such increases may be outside of Trustack's control.

10.7 All payments payable to Trustack under this Agreement shall become due immediately on termination of the Agreement, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

10.8 Trustack may, without prejudice to any other rights it may have, set off any liability of the Customer to Trustack against any liability of Trustack to the Customer.

10.9 The Customer is not entitled to exercise any statutory right of retention, to withhold performance in respect of claims or to offset any amounts unless these rights are based on court decision or the counterclaim has been acknowledged in writing by Trustack.

11. Intellectual Property

11.1 The Customer warrants that any material or information provided by it, and its use by Trustack for the purpose of providing the Services, will not infringe the rights of any third party, and the Customer shall indemnify Trustack against any loss, damages, costs, expenses or other claims arising from such infringement.

11.2 Unless expressly agreed to the contrary in writing within a Quotation or Supplemental Terms, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Trustack or its licensors.

11.3 The Customer shall comply with any third party licences and shall indemnify and hold Trustack harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 5 (five) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other party except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:



13.1.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;

13.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

13.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

13.1.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

13.1.5 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

13.2 Without affecting any other right or remedy available to it, TruStack may terminate this Agreement if there is a change of Control of the Customer.

13.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement on giving not less than 60 (sixty) days written notice to the other.

13.4 Subject to giving 14 (fourteen) days' notice and without prejudice to any other rights or remedies to which Trustack may be entitled, Trustack may suspend the provision of the Services to the Customer without liability if the Customer does not pay the charges when due in accordance with clause 7.

14. Survival

14.1 On termination (or expiry) of this Agreement, howsoever arising, each Quotation or Supplemental Terms then in force at the date of such termination shall continue in full force and effect (and shall be subject to the terms of this Agreement), unless terminated earlier in accordance with the Supplemental Terms applicable to such Quotation.

14.2 The termination of any Supplemental Terms shall not affect any other Quotations, Supplemental Terms or this Agreement.

14.3 On termination of the Agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 11 (Intellectual Property), clause 12 (Confidentiality) clause 14 (Survival), clause 15 (Data protection), clause 16 (Limitation of liability), clause 28 (Governing law) and clause 29 (Jurisdiction).

14.4 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of this Agreement which existed at or before the date of termination.

15. Data Protection

15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 15, Domestic UK Law means the Data Protection Legislation and any other law that applies in the UK.

15.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Trustack is the Processor. The scope, nature and purpose of processing by Trustack, the duration of the processing and the types of Personal Data and categories of Data Subject is set out in clause 15.7.

15.3 Without prejudice to the generality of clause 15.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Trustack and/or lawful collection of the Personal Data by Trustack on behalf of the Customer for the duration and purposes of this Agreement.



15.4 Without prejudice to the generality of clause 15.1, Trustack shall, in relation to any Personal Data processed in connection with the performance by Trustack of its obligations under this Agreement:

15.4.1 process that Personal Data only on the documented written instructions of the Customer unless Trustack is required by Domestic UK Law to otherwise process that Personal Data. Where Trustack is relying on Domestic UK Law as the basis for processing Personal Data, Trustack shall promptly notify the Customer of this before performing the processing required by the Domestic UK Law unless those Domestic UK Laws prohibit Trustack from so notifying the Customer;

15.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

15.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

15.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

15.4.4.1 the Customer or Trustack has provided appropriate safeguards in relation to the transfer;

15.4.4.2 the Data Subject has enforceable rights and effective legal remedies;

15.4.4.3 Trustack complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

15.4.4.4 Trustack complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

15.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

15.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data; and

15.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of Trustack, an instruction infringes the Data Protection Legislation.

15.5 The Customer consents to Trustack appointing the third party processors in the Schedule as third-party processors of Personal Data under this Agreement. Trustack confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business which Trustack confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Trustack, Trustack shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 15.5.

15.6 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 15 by replacing it with any applicable Controller to Processor standard clauses or similar



terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

15.7 Data processing table:

Scope: To provide the Services.

Nature: Creation, storing, hosting, retrieval, amendment, updating archiving, collating, analysing and deletion.

Purpose: To provide the Services under this Agreement.

Duration: Trustack will process Personal Data during the provision of services to the Customer. This will continue for the duration of this Agreement.

Types of personal data: Any Personal Data held on the Customer's system, including but not limited to: The Customer's employees, contractors etc. names, and contact information; Customer HR records, including special category data; Customer's client personal data, including but not limited to, any contact information; Any other Personal Data as outlined in the Quotation or as notified by the Customer from time to time.

Categories of data subjects: Customer's employees; Customer's customers and/or individual contacts at Customer's customers

16. Limitation of liability

16.1 The following provisions set out the entire financial liability of Trustack (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

16.1.1 any breach of the Agreement howsoever arising;

16.1.2 any use made by the Customer of the Services (<https://trustack.co.uk/managed-it-services/>), the Deliverables or any part of them; and

16.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.

16.2 Subject to clause 16.4 Trustack 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:

16.2.1 loss of profits (direct or indirect); or

16.2.2 loss of business; or depletion of goodwill or similar losses; or loss of anticipated savings (direct or indirect); or

16.2.3 loss of goods (direct or indirect); or

16.2.4 loss of use (direct or indirect); or

16.2.5 loss or corruption of data or information (direct or indirect);

16.2.6 loss caused by an act or omission of a third party; or

16.2.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

16.3 Subject to clause 16.4, Trustack' total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Charges paid for the Services in dispute under the relevant Quotation.

16.4 Nothing in this Agreement shall operate to limit or exclude Trustack' liability for personal injury or death caused by its negligence or for fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law.

17. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.1 Trustack shall not in any circumstances have any liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation:

18.1.1 strikes, lock-outs or other industrial disputes (whether involving the workforce of Trustack or any other party);

18.1.2 failure of a utility service or transport network;

18.1.3 act of God, war, riot or civil commotion;

18.1.4 malicious damage;

18.1.5 pandemics or epidemics (even if such epidemic or pandemic is known or anticipated at the date of this Agreement);

18.1.6 power failure, breakdown in equipment, failure of suppliers, telecommunications failures or internet downtime, or available bandwidth shortage, any distributed denial of service attack or threatened distributed denial of service attack;

18.1.7 compliance with any law or governmental order, rule, regulation or direction; and

18.1.8 accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

19. Waiver

19.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This Agreement (including any Quotation) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or



negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23. Assignment and other dealings

23.1 The Customer shall not, without the prior written consent of Trustack, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23.2 Trustack may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

24. No partnership or agency

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Third party rights

25.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any person.

26. Notices

26.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

26.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

26.1.2 sent by email to contracts@trustack.co.uk, or to the email address used by the Customer to correspond with Trustack with regards to delivery of the Services (<https://support.trustack.co.uk>).

26.2 Any notice or communication shall be deemed to have been received:

26.2.1 if delivered by hand, at the time the notice is left at the proper address;

26.2.2 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

26.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 26.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

27. Counterparts

27.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



27.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.

27.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

28. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

29. Jurisdiction

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

The Schedule

- Amazon Aws
- Arctic Wolf
- Cisco Systems
- Corant
- Datto
- Gamma Networks
- iLand
- Microsoft
- Netskope
- Okta
- Thales
- Trend Micro
- Trustack Voice
- Vaioni
- Veeam
- VMWare
- Voiceflex
- Wasabi

Supplemental Terms & Conditions

- Backups
- Cloud Services
- Connectivity Services
- Endpoint Protection Services
- Hardware and Software
- HBOSS
- Hosted SOC
- IaaS and Hosted Exchange
- iLand
- Infrastructure+
- Knightlight



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