

# UbiDigital Ltd – Terms and Conditions of Service

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## 1. Definitions

“Company” refers to UbiDigital Ltd.

“Client” refers to any individual, business, or organisation engaging the Company for services.

“Services” means IT and telephony services provided by the Company.

## 2. Scope of Services

All services are provided on a best endeavours basis. While the Company strives to deliver professional and timely service, it cannot guarantee uninterrupted or error-free performance due to the nature of technology and reliance on third-party networks or suppliers.

## 3. Liability

The Company is not liable for service disruptions or failures resulting from:

- Third-party providers (e.g. ISPs, hosting, telecoms)
- Power or utility outages
- Acts of God or Force Majeure
- Client’s hardware, software, or network faults

Liability is limited to the total amount paid by the Client for the affected service(s) in the preceding 3 months.

## 4. Support and Response Times

Support is offered on a best endeavours basis during normal business hours (unless otherwise agreed). No guaranteed response or resolution times are offered unless covered under a separate SLA (Service Level Agreement).

## 5. Charges and Payment

Invoices are due within 14 days unless otherwise agreed. Late payment may result in suspension of services and may incur interest charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## 6. Price Adjustments

The Company reserves the right to adjust service prices annually in line with the UK Consumer Price Index (CPI) or a minimum of 3%, whichever is higher. Notice will be given at least 30 days prior to any such change.

## 7. Contract Term and Termination

All contracts are for a minimum term of 24 months unless otherwise specified in the service quotation. Minimum contract terms apply to certain services (e.g. broadband, hosted telephony). Early termination will incur cancellation charges, including (but not limited to):

- Any remaining monthly fees for the minimum term
- Recovery of hardware or setup costs where subsidised
- A fixed administrative fee of £75

## 8. Cancellation

Clients must give at least 30 days' written notice to terminate services beyond the minimum term. Termination requests must be sent by email to the address provided on the invoice or company website.

## 9. Data and Privacy

The Company processes personal data in accordance with UK GDPR and its Privacy Policy. Data will be used only for the provision of services and lawful purposes.

## 10. Governing Law

This agreement is governed by the laws of England and Wales. Disputes will be subject to the exclusive jurisdiction of the English courts.

## 11. Entire Agreement

These terms represent the entire agreement unless superseded by a written contract signed by both parties.