

Terms & Conditions (Version 2.0)

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Staff	Imogen Payne

1. About us

These Terms and Conditions apply to services provided by **Evoxta Business Solutions** (“Evoxta”, “we”, “us” or “our”).

Email: contact@evoxta.com

Data protection contact: dataprotection@evoxta.com

Website: www.evoxta.com

“You” and “your” mean the business or organisation purchasing our services.

These terms apply to business customers purchasing services for business purposes. They are not intended for consumer contracts. If you are purchasing mainly for personal use, please contact us before ordering so that appropriate consumer terms can be provided.

2. Our agreement

2.1 Our agreement consists of:

- These terms, including the Data Processing Schedule;
- Your accepted quotation, order or statement of work (“Order”); and
- Any expressly agreed service level agreement (“SLA”).

2.2 A contract is formed when you accept an Order and we confirm acceptance in writing. The person accepting on your behalf confirms that they have authority to bind your organisation.

2.3 The Data Processing Schedule takes priority on personal data processing matters. Otherwise, an expressly agreed SLA takes priority for service levels, followed by the Order and then these terms.

2.4 Your own purchasing terms do not apply unless we expressly accept them in writing.

3. Services and scope

3.1 We provide business solutions, consultancy, IT support, website services, web hosting and related services as described in your Order.

3.2 We will perform services with reasonable care and skill, using suitably competent personnel.

3.3 Your Order will specify the services, charges, deliverables, dependencies, support arrangements and any minimum commitment.

3.4 Work outside the agreed scope requires agreement on any additional charges and revised timescales before it begins.

3.5 Delivery dates are estimates unless expressly agreed as binding. We will notify you of material delays and take reasonable steps to reduce their effect.

3.6 Business consultancy does not include regulated legal, financial or other professional advice unless expressly stated and lawfully provided.

4. Your responsibilities

4.1 You must provide timely instructions, accurate information, necessary access and an authorised contact.

4.2 You must have permission for us to access, administer or modify the systems, accounts, software and data covered by your instructions.

4.3 You are responsible for:

- Maintaining appropriate software licences;
- Ensuring your content and instructions are lawful;
- Protecting credentials under your control;
- Promptly reporting suspected unauthorised access;
- Following reasonable security recommendations; and
- Obtaining necessary permissions and giving required privacy information.

4.4 We may adjust timescales where your delay or failure to meet an agreed dependency affects delivery. Any additional charges must be reasonable and agreed in advance.

5. IT support

5.1 Support hours, contact methods, covered systems and response targets are set out in your Order or SLA.

5.2 Unless expressly agreed, services do not include continuous monitoring, out-of-hours attendance, guaranteed resolution times or support for unsupported systems.

5.3 Response targets refer to initial assessment or acknowledgement unless stated otherwise.

5.4 You authorise necessary remote access for agreed support activities. We will restrict access to authorised personnel and the purposes of delivering the services.

5.5 We will use reasonable care when changing systems and agree appropriate precautions for material changes. You must tell us about critical systems and operational restrictions before work begins.

5.6 We do not guarantee that every fault can be resolved or that any system will be completely secure or uninterrupted.

6. Web hosting

6.1 Your hosting package defines its storage, bandwidth, resources, backup arrangements and included management.

6.2 We will use reasonable efforts to maintain availability. Any guaranteed availability, service credits and exclusions must be stated in an SLA.

6.3 We may carry out maintenance and will give reasonable advance notice where practicable. Urgent security or stability work may require immediate action.

6.4 You must not use our services to:

- Publish unlawful, infringing or fraudulent material;
- Distribute malware or send unsolicited bulk messages unlawfully;
- Conduct unauthorised scanning, attacks or access;
- Interfere with other users or networks; or
- Exceed agreed resource limits in a way that materially harms the service.

6.5 Where usage exceeds your package, we will normally discuss an upgrade or reasonable corrective action before applying additional charges or restrictions. Urgent protective action may be taken under clause 12.

6.6 Responsibility for website applications, plugins, updates, certificates and security configuration must be specified in your Order. Hosting alone does not include application management.

7. Domains and third-party services

7.1 Domain names, software, cloud platforms and other third-party services may be subject to additional supplier terms disclosed before purchase.

7.2 Domain registration depends on availability and registry acceptance. Unless otherwise agreed, you will be recorded as the domain registrant.

7.3 Your Order will state who manages renewals. Where we manage them, we will send renewal information to your nominated contact and take reasonable care to process renewals following timely payment and instructions.

7.4 Third-party price changes will be handled under clause 8. We remain responsible for our own contractual obligations and for subcontractors to the extent required by law and this agreement.

7.5 We will reasonably assist with domain transfers where you are entitled to transfer the domain, subject to registry rules.

8. Charges and payment

8.1 Charges and billing periods are stated in your Order. VAT is additional where applicable unless expressly included.

8.2 Unless otherwise agreed, invoices are payable within **14 calendar days**. Recurring hosting and subscription services are payable in advance.

8.3 Additional work and expenses require your prior approval.

8.4 Please notify us promptly of a disputed invoice, giving reasonable details. You must pay undisputed amounts when due.

8.5 We may charge statutory interest and recovery costs on qualifying overdue business debts where legally available.

8.6 We may change recurring charges by giving at least **30 days' written notice**, effective no earlier than the end of an agreed fixed-price period. If you do not accept an increase, you may cancel the affected service before it takes effect without an early termination charge.

9. Intellectual property

9.1 Each party retains ownership of intellectual property it owned before the agreement.

9.2 You retain ownership of your content, branding and data. You grant us the rights needed to use them solely to deliver the services.

9.3 Unless your Order states otherwise, ownership of bespoke deliverables created specifically for you transfers to you once all charges for those deliverables are paid.

9.4 Our existing tools, templates, methods, reusable components and know-how remain ours. Where incorporated into a paid deliverable, we grant you a perpetual, non-exclusive licence to use them as necessary to use that deliverable for its agreed purpose.

9.5 Third-party and open-source materials remain subject to their applicable licences.

10. Confidentiality

10.1 Each party must protect the other's confidential information with reasonable care and use it only to perform or receive the services.

10.2 Disclosure is permitted to personnel and advisers who need access and are subject to appropriate confidentiality obligations, or where legally required.

10.3 These obligations do not cover information that is lawfully public, independently developed or lawfully obtained without restriction.

10.4 Confidentiality obligations continue after termination.

11. Data protection and security

11.1 Each party must comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018, as amended.

11.2 We act as an independent controller for personal information processed for our own business purposes, such as account management, billing and legal compliance. Our Privacy Notice explains that processing and individuals' rights.

11.3 Where we process personal data on your behalf to deliver services, the Data Processing Schedule applies.

11.4 Neither party may use the agreement to restrict individuals' statutory rights or a regulator's powers.

11.5 Security responsibilities are shared according to the services purchased. This does not reduce either party's legal obligations.

12. Suspension

12.1 We may suspend affected services where reasonably necessary because of:

- A serious security threat;
- Unlawful use or a legal requirement;
- A material breach that threatens systems or other customers; or
- Undisputed overdue charges remaining unpaid after at least seven days' written warning.

12.2 We will give advance notice where reasonably practicable, explain the reason, limit suspension to what is necessary and restore services promptly when the cause is resolved.

12.3 Suspension does not authorise us to use or disclose your data for unrelated purposes.

13. Duration and cancellation

13.1 Services begin on the date stated in your Order and continue for its agreed term.

13.2 Unless expressly agreed otherwise, recurring services continue monthly after any initial term. Either party may end them by giving **30 days' written notice**.

13.3 Any fixed-term renewal must be clearly stated in your Order. Where automatic fixed-term renewal is agreed, we will send a reminder at least 30 days before the cancellation deadline.

13.4 Either party may terminate for a material breach that remains unremedied 14 days after written notice specifying the breach. A breach incapable of remedy may justify immediate termination.

13.5 Either party may terminate where the other becomes insolvent or ceases business, to the extent permitted by applicable law.

13.6 If you cancel a project early without fault by us, you must pay for work properly completed and reasonable, unavoidable third-party commitments disclosed and agreed in advance. We will take reasonable steps to reduce those costs.

13.7 If we terminate for convenience, or you terminate for our unremedied material breach, we will refund prepaid charges for services not supplied.

14. Backups and exit assistance

14.1 Your Order must identify any backup service, including coverage, frequency, retention and restoration arrangements.

14.2 Where we provide backups, we will perform that service with reasonable care and skill. Recovery remains subject to the agreed backup scope and recovery points.

14.3 You should maintain an appropriate independent copy of critical data unless we have expressly agreed to provide that function.

14.4 On termination, we will provide reasonable assistance to export your data and transfer services. Additional migration work may be charged at rates agreed beforehand.

14.5 Unless another period is agreed, we will make customer data available for retrieval for **30 days after termination**, subject to legal and security requirements. Availability for export does not require continued public hosting.

14.6 Personal data will be returned or deleted in accordance with the Data Processing Schedule. We will not withhold personal data solely because of a payment dispute.

15. Liability

15.1 Nothing excludes or limits liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation; or
- Any liability that cannot lawfully be excluded or limited.

15.2 Subject to clause 15.1, neither party is liable for indirect or consequential loss.

15.3 Subject to clauses 15.1 and 15.4, each party's total liability arising from the agreement in any consecutive 12-month period is limited to the greater of **£5,000** or **100% of the charges paid or payable under the agreement in that period**.

15.4 For breaches of confidentiality or data protection obligations, the limit is instead the greater of **£10,000** or **200% of those charges**.

15.5 These limits do not reduce your obligation to pay properly due service charges. They do not restrict an individual's statutory compensation rights or a regulator's powers.

15.6 Reasonable direct costs of restoring data or systems caused by a party's breach are not automatically treated as indirect loss, but remain subject to the applicable limit.

15.7 Each party must take reasonable steps to reduce its losses. These provisions apply only to the extent permitted by law.

16. Events outside reasonable control

Neither party is liable for delay or failure caused by events genuinely outside its reasonable control, provided it takes reasonable precautions, promptly informs the other and works to reduce the disruption. This does not excuse outstanding payments for services already supplied or failures caused by inadequate agreed safeguards. If disruption continues for more than 30 days, either party may terminate the affected services and receive a refund of prepaid charges for services not supplied.

17. Changes to these terms

Changes to an existing agreement require written agreement, except for changes required by law or minor administrative changes that do not materially disadvantage you. We will explain any necessary legal change and give reasonable notice where possible. Material commercial changes require your agreement or take effect at a renewal you accept.

18. Complaints and disputes

Please send complaints to complaints@evoxta.com, including relevant details. We will acknowledge them within five working days and aim to provide a substantive response within 20 working days.

Both parties will first try to resolve disputes through good-faith discussions. Mediation may be used by agreement. This does not prevent urgent court action.

19. General

19.1 Formal notices must be sent to the contact details stated in the Order or subsequently notified in writing. An email notice is treated as received on the next

working day after sending, provided no delivery failure is received. This does not govern service of legal proceedings.

19.2 Neither party may transfer the agreement without the other's consent, not to be unreasonably withheld or delayed.

19.3 If a provision is unenforceable, the remaining provisions continue in effect.

19.4 A delay in enforcing a right does not waive it.

19.5 The agreement constitutes the entire agreement concerning its subject matter. Nothing excludes liability for fraud or fraudulent misrepresentation.

19.6 Except where expressly stated, no third party may enforce this agreement under the Contracts (Rights of Third Parties) Act 1999. Statutory data protection rights remain unaffected.

19.7 The agreement is governed by the law of **England and Wales**, and its courts have exclusive jurisdiction.

Schedule 1 - Data Processing Terms

1. Application and roles

This Schedule applies whenever Evoxta processes personal data on your behalf. You are the controller and Evoxta is the processor, unless you act as a processor for another controller, in which case Evoxta acts as your sub-processor. You must have authority to appoint us and issue the relevant instructions.

"Personal data", "processing", "controller", "processor" and "personal data breach" have the meanings given in applicable data protection law.

2. Processing particulars

The following must be completed in the Order before processing begins:

Item	Required details
Subject matter	The IT support, hosting, maintenance or other services involving personal data
Duration	Service term, followed by the agreed return and deletion periods
Nature and purpose	Relevant storage, access, retrieval, troubleshooting, transmission, backup, restoration and deletion activities
Data subjects	Actual categories, such as your staff, customers, suppliers and website users

Personal data	Actual categories, such as names, business contact details, account records, IP addresses and support records
Sensitive information	Any special-category or criminal-offence data, associated restrictions and safeguards
Processing locations	Countries in which data is stored or accessed
Approved sub-processors	Legal names, functions and processing locations
Security measures	Agreed technical and organisational measures
Retention	Live-data deletion and backup expiry periods
Contacts	Each party's operational and data protection contacts

You determine the lawful purposes and essential means of processing and retain the controller's rights and responsibilities. You must not provide sensitive information outside the agreed scope without first agreeing suitable safeguards.

3. Instructions and confidentiality

We will process personal data only on your documented instructions, including instructions about international transfers, unless UK law requires otherwise. Where legally permitted, we will tell you of that requirement before processing.

We will immediately inform you if, in our opinion, an instruction infringes applicable data protection law.

Anyone authorised to process personal data must be bound by confidentiality obligations or an appropriate statutory duty.

4. Security

We will implement appropriate technical and organisational measures under Article 32 UK GDPR, taking account of the processing risks, available technology and implementation costs.

Before processing begins, the agreed measures must address access control, authentication, confidentiality, encryption where appropriate, patching, resilience, recovery, incident handling and regular evaluation of security effectiveness.

Measures may evolve, but we will not materially reduce the agreed level of protection.

5. Sub-processors

You authorise only those sub-processors identified in the completed processing particulars.

We will give at least **30 days' advance written notice** of proposed additions or replacements, allowing you to object on reasonable data protection grounds.

We will work to resolve an objection. If no suitable solution is available, either party may terminate the affected service before the proposed appointment, with a refund for prepaid services not supplied.

We will bind each sub-processor to equivalent applicable data protection obligations and remain fully liable to you for its performance of those obligations.

6. Assistance

Taking account of the nature of processing, we will provide appropriate assistance with requests from individuals exercising their data protection rights.

Taking account of the processing and information available to us, we will also assist with security obligations, breach notifications, data protection impact assessments and prior consultation with the ICO.

We will promptly forward relevant requests received directly and will not respond substantively unless authorised or legally required.

Reasonable charges for substantial assistance may be agreed in advance, but must not obstruct legal duties. We will not charge for assistance required to remedy our own breach.

7. Personal data breaches

We will notify you **without undue delay** after becoming aware of a personal data breach affecting data processed on your behalf.

We will provide available information about the breach, affected data and individuals, likely consequences, mitigation and a contact point. Information may be provided in stages without undue further delay.

We will take reasonable steps to contain and remedy the breach and cooperate with your investigation and notification duties. We will not notify individuals on your behalf without instructions unless legally required.

8. International transfers

We will not make a restricted international transfer without your documented authorisation and compliance with applicable transfer requirements.

Where required, appropriate safeguards must be in place, such as the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, together with any legally required assessment and supplementary measures.

These requirements also apply to relevant sub-processors and overseas remote access.

9. Information and audits

We will make available information necessary to demonstrate compliance with Article 28 UK GDPR and allow and contribute to audits and inspections by you or your authorised auditor.

Routine audits should use reasonable notice and protect other customers' information. Urgent incidents, regulatory requests or credible evidence of non-compliance may require earlier access.

Audit arrangements and any reasonable agreed costs must not prevent effective verification or regulatory access.

10. Return and deletion

At the end of the processing services, we will, at your choice, return or securely delete personal data and delete existing copies, unless UK law requires retention.

Backup copies will be isolated from ordinary use and deleted within the period stated in the Order. If restored for recovery purposes, the relevant deletion instructions will be reapplied.

Legally retained information will be protected and processed only for the required purpose. We will confirm completion on request.

11. Continuing obligations

This Schedule continues for as long as we or our sub-processors hold personal data on your behalf. Nothing in it removes either party's direct statutory obligations.

Warm regards,



Imogen Payne
Operations Manager