

OFFICE 21 LTD - SUPPLY OF SERVICES CONTRACT

Updated 07-2026 (v2.1)

1. Terms and Conditions

These terms and conditions (“Terms”), the Schedules, the Data Processing Agreement and the Order Form (comprising the “Contract”) set out the terms upon which the Services (as defined below) will be provided by Office 21 Ltd, a company registered in England and Wales with company number 13848331 whose registered office is at 29a High Street, West Wickham, United Kingdom, BR4 0LP (“Office 21”) to any individual, institution, organisation or corporate entity (a “Customer”).

2. Interpretation

2.1 Definitions:

Charges: the charges payable by the Customer for the supply of the Services by Office 21, as set out in the Contract or as otherwise agreed in writing.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to Office 21.

Deliverables: all documents, products and materials developed by Office 21 or its agents, subcontractors and personnel as set out in the Schedule(s) as a part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

IPRs: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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, rights in computer software, 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.

Major Incident: includes (without limitation) an:

- (a) actual or potential security incident; and/or
- (b) infrastructure incident

affecting the Customer’s network and information systems and / or causing a loss of access to the Customer’s systems and/or loss of data.

Office 21 IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

Order Form: the form provided by Office 21 upon agreement of the Services to be provided
Schedules: a detailed list of the Services to be provided including Charges, estimates,

packages, Services (including Deliverables), and any additional information relating to the Services.

Services: the services, including without limitation any Deliverables, to be provided by Office 21 pursuant to the Contract, and as described in the Schedule(s).

3. Commencement and term

The Contract shall commence on the date stated in the relevant Schedule(s) ("Commencement Date(s)") and shall continue for the period set out in the Schedule(s), unless terminated earlier in accordance with the Contract.

4. Supply of services

4.1 Office 21 shall supply the Services to the Customer from the Commencement Date(s).

4.2 In supplying the Services, Office 21 shall:

- (a) perform the Services with reasonable care and skill and in accordance with good industry practice;
- (b) provide the Services in accordance with the description set out in the Schedule(s);
- (c) where agreed, provide the Customer's staff with the relevant IT security training as set out in the relevant Schedule; and
- (d) comply with reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises that have been communicated to Office 21 in writing.

5. Customer's obligations

5.1 The Customer shall:

- (a) co-operate with Office 21 in all matters relating to the Services;
- (b) provide Office 21, its agents, subcontractors, consultants and employees with remote access to all devices at all times for the purposes of receiving the Services;
- (c) provide, for Office 21, its agents, sub-contractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Office 21 or any of them;
- (d) provide, in a timely manner, such information as Office 21 may require, and ensure that it is accurate and complete in all material respects;
- (e) ensure all IT hardware to be supported or that is used in conjunction with supported hardware is covered by a manufacturer's warranty;
- (f) ensure all software is properly licensed in accordance with the relevant third parties terms;

- (g) ensure line of business software is supported by third parties, unless otherwise agreed;
 - (h) ensure all Microsoft workstations run either Windows 10 or 11 Pro or Enterprise;
 - (i) implement multi-factor authentication or any such equivalent security measures as recommended by Office 21 for all online platforms; and
 - (j) implement appropriate offsite back-up solutions.
- 5.2 If a member of Customer's staff has either lost their device or suspects that an account may have been compromised (an "Incident"), the Customer shall immediately and in any event no later than 24 hours after any Incident inform Office 21 at 0204 55 30000.
- 5.3 Office 21 shall not be liable for any delay or prevention of its performance of obligations or any damage suffered by the Customer under the Contract caused by Customer's acts or omissions whether or not they have been informed of an Incident under clause 5.2.

6. Third Party Terms

- 6.1 The Customer acknowledges that where the Services include provision of third-party software or services, such Services are subject to the relevant third parties' licence terms and conditions ("Licenses"). Customer shall ensure that any Services purchased from Office 21 are permitted under the relevant Licenses. Customer hereby indemnifies Office 21 for any third party claims for breach of Licenses.
- 6.2 It is a condition of the Contract that the Customer shall agree to either accept the Licenses available via the Schedule(s) or directly sign a License (as applicable) with the relevant third party and subsequently abide by the terms of the License(s). These Licenses shall be directly enforceable by the relevant third party.

7. Order Process

- 7.1 Following an enquiry from a Customer, Office 21 shall provide the Customer with the relevant Schedule(s) setting out the proposed Services to be provided.
- 7.2 The Schedule(s) shall be valid for acceptance for a period of 30 days from the date sent by Office 21, unless otherwise agreed in writing.
- 7.3 Upon agreement in principle of the Schedule(s), Office 21 shall complete the Order Form and provide the Schedule(s) and Order Form to the Customer for signature. When the Customer has signed the Order Form, the Contract with the relevant Schedule(s) shall be binding and effective.

8. Change Requests

- 8.1 Where the Customer wishes to request a change in the Services, the Customer shall make such request to Office 21 in writing (which may be by email). The request must detail the changes requested and any time frames if applicable.

8.2 If Office 21 accepts the change request, where the request(s) are substantially different to the agreed Schedule(s), Office 21 reserves the right to amend the Charges payable by the Customer. Accepted change requests will amend the Contract and may be documented in an Order Form.

8.3 Office 21 has the right to rely on the validity of change requests from Customer employees and their acceptance of updated Charges.

9. Major incident recovery

9.1 In the event of a Major Incident, Office 21 may upon request, assist the Customer to restore Customer's affected systems and / or services to normal.

9.2 Where Customer requests such assistance, Customer shall notify and provide details to Office 21 immediately if it becomes aware of any Major Incident that could potentially affect or is affecting the Customer's business. Should Office 21 accept the Customer's request, Office 21 shall use commercially reasonable endeavours at the Customer's expense to i) respond to the Major Incident and help to repair / restore Customer's systems and / or data as soon as reasonably practicable; and ii) co-operate with the Customer in all aspects of its compliance with the Network and Information Systems Regulations 2018 including, without limitation, any requests for information if there is a suspected or actual security incident and any inspections by regulators.

10. Data Protection

10.1 The parties agree that where Office 21 is to process Personal Data on behalf of the Customer in order to provide the Services, the parties shall each comply with their respective obligations outlined in the Data Processing Agreement which can be found here: <https://o21.uk/office-21-ltd-data-processing-agreement-020922/> .

11. Intellectual property

11.1 Office 21 and its licensors shall retain ownership of all Office 21 IPRs. The Customer and its licensors shall retain ownership of all IPRs in the Customer Materials.

11.2 Office 21 grants the Customer or shall procure the direct grant to the Customer of a fully paid-up, worldwide, non-exclusive non-transferable licence to use Office 21 IPRs for the purpose of receiving and using the Services during the term of the Contract subject to payment of the Charges.

11.3 Office 21 grants the Customer a fully paid-up, perpetual, worldwide, non-exclusive, royalty-free, non-transferable licence to use Office 21 IPRs for the purpose of receiving and using the Deliverables subject to payment of the Charges.

11.4 The Customer grants Office 21 a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract

solely for the purpose of providing the Services and Deliverables to the Customer in accordance with the Contract.

12. Charges and payment

12.1 In consideration for the provision of the Services, the Customer shall pay Office 21 the Charges in accordance with this clause 12 and as set out in the Schedule(s) and Order Form (as applicable).

12.2 In the event that Office 21 is providing the Services in order to resolve a Major Incident, Office 21 shall charge the Customer for its services in accordance with the following Charges:

Charges	Rates
During business hours (9:00 am – 5:00 pm)	£120 per hour
Outside business hours	£240 per hour

Office 21 shall invoice the Customer for such additional Charges at the end of the month after the after the Major Incident has been resolved.

12.3 Office 21 may increase the Charges annually on the anniversary of the Contract in line with the RPI or by 5%, whichever is the greater.

12.4 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which will be invoiced and payable at the prevailing rate (if applicable).

12.5 Office 21 shall submit invoices for the Charges plus VAT if applicable to the Customer monthly in arrears unless otherwise specified in the Order Form. Each invoice shall include all reasonable supporting information required by the Customer.

12.6 The Customer shall pay each invoice due and submitted to it by Office 21, within 14 days of receipt (the “Due Date”), to a bank account nominated in writing by Office 21. Payment can be made by way of bank transfer or direct debit.

12.7 If the Customer fails to make any payment by the Due Date and the invoice remains outstanding for at least 30 days from the Due Date for payment, then, without limiting Office 21’s remedies under clause 14 (Termination):

- (a) the Customer shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) Office 21 may suspend all Services until payment has been made in full.

- 12.8 All amounts due under the Contract from the Customer to Office 21 shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13. Limitation of liability

- 13.1 Nothing in this clause 13 shall limit the Customer's payment obligations under the Contract.

- 13.2 Nothing in the Contract purports to limit any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

- 13.3 Subject to clause 13.2, the total aggregate liability of Office 21 to the Customer in connection with the provision of the Services shall not exceed the amount paid by the Customer in the previous 12 months under the relevant Schedule(s) under which the claim arose. The parties agree that this is a commercially fair allocation of liability based on the contract value and the Customer's ability to insure against such losses.

- 13.4 Subject to 13.2, this clause 13.4 sets out the types of loss for which Office 21 shall have no liability to the Customer:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

- 13.5 Unless the Customer notifies Office 21 that it intends to make a claim in respect of an event within 3 months from the date on which the Customer became, or ought reasonably to have become aware of the event having occurred, Office 21 shall not be liable to the Customer in relation to that event. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 13.6 Where a breach of the Contract by Office 21 is remediable, Customer shall allow Office 21 a reasonable period for remedy, and once it is remedied Customer shall have no further claim against Office 21 for that breach.

14. Termination

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

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, Office 21 may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - (a) the Customer fails to pay any amount due under the Contract on the Due Date for payment; or
 - (b) there is a change of control of the Customer.
- 14.3 On termination of the Contract for whatever reason:
 - (a) the Customer shall immediately pay to Office 21 all of Office 21's outstanding unpaid invoices (and interest if applicable) and, in respect of Services supplied but for which no invoice has been submitted, Office 21 may submit an invoice, which shall be payable immediately on receipt. Office 21 reserves the right to withhold any Deliverables due to the Customer until such invoices have been paid in full;
 - (b) each party shall promptly hand over all equipment provided by the other, and Office 21 shall not retain any access to the Customer's systems;
 - (c) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and
 - (d) termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including but not limited to i) the Customer's ongoing obligation to pay Office 21 any fees for Licenses; ii) the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination except as excluded under clause 13.
- 14.4 Consequences of early termination during a minimum term. Where the Schedule(s) specify a minimum term, Office 21 invests significantly in transition, onboarding and configuration at the outset of the engagement, and commits to third party licences on the Customer's

behalf for the duration of that minimum term. Accordingly, if the Contract or the relevant Services terminate before the end of the minimum term, other than where the Customer terminates under clause 14.1, the Customer shall pay to Office 21, as a debt and not as damages:

- (a) all Charges outstanding at the date of termination;
- (b) the aggregate of the Charges that would have fallen due for the unexpired portion of the minimum term; and
- (c) the full amount of any fee, discount or credit granted by Office 21 in consideration of the minimum term.

14.5 The parties agree that clause 14.4 is a fair and proportionate reflection of Office 21's investment and of its legitimate interest in performance of the minimum term, and is not a penalty.

15. General

15.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15.2 Assignment and other dealings.

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Office 21's prior written consent.
- (b) Office 21 may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

15.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.3 (b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or professional advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or professional advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

- 15.4 **Entire agreement.** The Contract 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. The documents comprising the Contract shall prevail in the following order: Data Processing Agreement, Order Form, Schedule(s), Terms.
- 15.5 **Variation.** Any variation to these Terms and the Data Processing Agreement shall be notified to the Customer by email. The Customer's continued instructions to Office 21 shall constitute its acceptance of the varied Terms and/or Data Processing Agreement. No variation of the Order Form and the Schedules (relating to the Customer's contracted Services) shall be effective unless it is agreed by both parties in writing.
- 15.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 15.7 shall not affect the validity and enforceability of the rest of the Contract.
- 15.8 **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be sent by email to Guy Edelstyn at Guy@o21.uk.
- 15.9 **Third party rights.**
- (a) The Contract does give rise solely under clause 6 to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of the Licenses.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.10 **Governing law.** The Contract, 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 law of England and Wales.
- 15.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.