

Services Specific Conditions

1. Definitions and Interpretation

1.1 In these Conditions:

“AGREEMENT” means the agreement for the provision of the Services by Virtual Cabinet to the Customer (The Parties) as contained in the Quotation, these Conditions, the Specific Conditions to which these Conditions are appended and [Supplemental Terms](#)

“CHARGES” means the fees, charges and expenses for the Services as set out in the Quotation

“CUSTOMER” means the person or company named on the Quotation for whom Virtual Cabinet has agreed to provide the Services in accordance with these Conditions

“VIRTUAL CABINET” is the trading style of GetBusy UK Ltd registered in England under Company Number 03574066 of Registered Office: Unit G, South Cambridgeshire Business Park, Sawston, Cambridgeshire CB22 3JH

“PREMISES” means the Customer’s premises

“QUOTATION” means the Quotation for Services provided to the Customer by Virtual Cabinet

“SERVICES” means such of the services and goods as are specified in the Quotation and the Specific Conditions

“SPECIFIC CONDITIONS” means the conditions for the type of Services to be provided to which these General Terms and Conditions of Sale are appended

“TECHNICAL QUESTIONNAIRE” means the technical questionnaire to be completed by the Customer and returned to Virtual Cabinet

1.2 Words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting the singular shall include the plural and vice versa.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Supply of the Services

2.1 Virtual Cabinet shall provide the Services to the Customer subject to these conditions and the Specific Conditions. The Customer shall sign, date and return the Quotation to Virtual Cabinet to acknowledge the Customer’s acceptance of the details of the Services and Charges outlined in the Quotation before Virtual Cabinet shall commence work.

2.2 Virtual Cabinet may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any safety or other statutory requirements or which do not materially affect the nature or quality of the Services.

3. Charges for Services

Subject to any provisions contained in the Specific Conditions, the Customer agrees to pay the Charges on the following terms:

3.1 The Customer shall pay the Charges at the times and the stages specified in the Quotation.

3.2 Where a credit limit for a Customer is specified in the Quotation, Virtual Cabinet reserves the right to cancel or amend such credit limit as previously granted, at any time without giving any reason.

3.3 In the event of late payment the Customer shall pay interest on the amount of the Charges outstanding at the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 from the date due until the date of actual payment.

3.4 If payment remains overdue for more than 21 days Virtual Cabinet reserves the right to withhold the provision of the Services until payment of all outstanding Charges and interest is made. Such withholding does not relieve the Customer of its obligation to pay any outstanding Charges and interest.

3.5 The Customer shall be liable for and shall indemnify Virtual Cabinet against all costs and expenses incurred by Virtual Cabinet in respect of any steps, actions or proceedings made or brought against the Customer by Virtual Cabinet to obtain payment of outstanding Charges and penalties.

3.6 All payments must be in UK Pounds Sterling unless otherwise agreed in writing. If any cheque from the Customer is returned by the bank as unpaid for any reason the Customer will be liable for an administration fee of £30 or such increased figure as Virtual Cabinet may from time to time reasonably require.

4. Additional Services

Any additional work requested by the Customer must be the subject of a new Agreement and will be charged at the then going rate in force from time to time by Virtual Cabinet.

5. Performance

Virtual Cabinet warrants with the Customer that the Services will be provided using reasonable care and skill and so far as reasonably possible in accordance with the Quotation and at the intervals and within the times (if any) referred to in the Quotation.

6. Customer's Obligations

6.1 The Customer shall complete and return the Technical Questionnaire at the appropriate time.

6.2 The Customer shall take all reasonable steps to ensure the health and safety of Virtual Cabinet and its employees and representatives carrying out any of the Services at the Premises.

6.3 The Customer warrants that the Agreement is not conditional upon the Customer obtaining hire purchase leasing or any other similar form of finance for payment of the Services.

6.4 The Customer shall accept delivery of Services in a timely manner within six months of signing the Quotation unless payment is made in full or it is otherwise agreed in writing.

7 Liability

7.1 Except in respect of death or personal injury caused by Virtual Cabinet's negligence or as expressly provided in these conditions Virtual Cabinet shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the Agreement for any loss of profit, loss of business or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Virtual Cabinet or its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Customer or out of the operation of or inability to operate any software supplied by Virtual Cabinet as part of the Services by the Customer and the entire liability of Virtual Cabinet under or in connection with the Agreement shall not exceed the amount of the Charges for the provision of the Services except as expressly provided in these Conditions.

7.2 Virtual Cabinet shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of Virtual Cabinet's obligations in relation to the Services if the delay or failure was due to any events, circumstances or causes beyond Virtual Cabinet's reasonable control and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligations has been delayed or failed to be performed.

8 Termination

8.1 Either party may terminate an Agreement for the provision of Software Support Services by giving written notice to the other not less than 30 days prior to the last day of the Contract Term such notice to be effective on the last day of the Contract Term or thereafter by giving written notice to the other not less than 30 days prior to the last day of an Annual Period such notice to be effective on the last day of an Annual Period.

8.2 Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any material breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

8.3 In the event that the Agreement is terminated by Virtual Cabinet as per clause 8.2, the Customer will pay and will indemnify Virtual Cabinet against all costs, damages, fees and other charges payable by Virtual Cabinet to any third party as a result of such termination and further the Customer shall pay to Virtual Cabinet:

8.3.1 a proportionate sum for the Services as carried out to the date of termination on the basis of time incurred and materials used and,

8.3.2 the net profit which would have been payable to Virtual Cabinet if the Agreement had not been terminated comprising the amount of the Charges after deduction of the cost of supplying the Services and less any costs or payments made on behalf of the Customer to any third party.

8.4 The Customer may not terminate the Agreement for convenience or for any reason other than defined in clause 8.2 or on the notice specified in 8.1 for which time shall be of the essence.

9 Cancellation Period

9.1 The Customer may within 7 days of the date of the Customer signing the Quotation for the provision of Services cancel such Services by sending written notice of cancellation by recorded delivery post to Virtual Cabinet.

9.2 Provided that such written notice is received by Virtual Cabinet within the stated period of 7 days, then the Customer shall be under no further obligation to Virtual Cabinet in respect of the Services and any Charges paid by the Customer to Virtual Cabinet in respect of the Services not provided up to the date of the cancellation will be refunded.

10 General

10.1 In providing the Services Virtual Cabinet is acting as an independent contractor and is not acting as an employee of the Customer.

10.2 These Conditions together with the terms set out in the Quotation and the Specific Conditions constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

10.3 The Customer may not assign, transfer or in any way make over any of its rights or obligations to any third party without the written consent of Virtual Cabinet.

10.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as any at the relevant time has been notified pursuant to this provision to the party giving the notice.

10.5 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.6 If any provision of these Conditions or in the Specific Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions or the Specific Conditions and the remainder of the provision in question shall not be affected.

10.7 English Law shall apply to the Agreement and the Parties agree to submit to the jurisdiction of the English Courts.

10.8 It is not intended that any of the terms of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.

Software Specific Conditions

1. Definitions and Interpretation

1.1 In these Specific Conditions:

“GENERAL CONDITIONS” means the general conditions appended to which these Specific Conditions are appended

“INPUT MATERIAL” means any documents, images, photographs, graphics, designs, materials, elements of text, data or other information provided by the Customer to Virtual Cabinet relating to the Software Services or installed by the Customer on the Software

“JOB COMPLETION” means the substantial completion of the installation specified in the Quotation

“VIRTUAL CABINET SOFTWARE” means “Virtual Cabinet” or software created by Virtual Cabinet in connection with the provision of the Software Services

“VIRTUAL CABINET SOFTWARE LICENCE” means the licence agreement for Virtual Cabinet to be entered into between the Customer and Virtual Cabinet

“SOFTWARE” means both or either of the Virtual Cabinet Software and Third Party Software

“SOFTWARE SERVICES” means such of the following services as are specified in the Quotation:

the supply and installation of Software

the integration of Software with the Customer’s networks or IT system the installation of the Input Material on to the Software

“THIRD PARTY SOFTWARE” means any third party software supplied in connection with the provision of the Services

“THIRD PARTY SOFTWARE LICENCE” means the licence agreement to be entered into between the Customer and the supplier of Third Party Software relating to the Third Party Software

1.2 Words and expressions used in these Specific Conditions shall, unless the context expressly requires otherwise, have the meaning given to them in and shall be interpreted in accordance with the General Conditions.

2. Provision of Software Services

Virtual Cabinet shall provide the Software Services as specified in the Quotation.

3. Customer’s Obligations

3.1 The Customer at its own expense shall supply Virtual Cabinet with the Input Material. The Customer shall ensure that the Input Material is of a quality, type and nature suitable for use by Virtual Cabinet.

3.2 It is the responsibility of the Customer and not of Virtual Cabinet to keep any passwords secret and secure at all times and Virtual Cabinet will not be responsible for any damage or consequential loss caused by unauthorised access resulting from failure to keep any passwords secret or secure.

3.3 It is the responsibility of the Customer to put in place appropriate backup procedures and to operate the same and Virtual Cabinet will not be responsible by reason of any failure by the Customer to do so.

4. Intellectual Property Rights

4.1 The property and copyright or other Intellectual Property Rights in the Virtual Cabinet Software shall remain the property of Virtual Cabinet but Virtual Cabinet shall grant to the Customer on

payment in full of all Charges payable for the Software Services a non-exclusive licence in the form of the Virtual Cabinet Software Licence.

4.2 The property and copyright or other intellectual property rights in the Third Party Software shall be governed by the Third Party Software Licence and by accepting these Specific Condition and the General Conditions the Customer authorises Virtual Cabinet to accept the provisions of the Third Party Software Licence on behalf of the Customer.

4.3 The Customer is bound by and shall comply fully with the Third Party Software Licence and any other agreements with third parties and shall indemnify Virtual Cabinet against any losses, damages, costs, expenses or other claims arising from any infringement of the provisions of such agreements.

5. Confidentiality

Any Input Material or other information provided by the Customer which is so designated by the Customer shall be kept confidential by Virtual Cabinet but the foregoing shall not apply to any Input Material or other information which are public knowledge at the time when they are so provided and shall cease to apply if at any future time they become public knowledge through no fault of Virtual Cabinet.

6. Warranties

6.1 Virtual Cabinet does not warrant that the Software will remain fully operational at all times and that it will not be affected by failure of hardware, security breaches, malicious attacks, terrorist attacks or terrorism of any kind, internet worms/viruses and denial of service attacks.

6.2 In connection with the supply of the Thirty Party Software Virtual Cabinet does not give any warranty, guarantee or other term as to their quality, reliability, fitness for purpose or fitness for the requirements of the Customer or otherwise.

Software Specific Conditions

1. Definitions and Interpretation

1.1 In these Specific Conditions:

“ANNUAL PERIOD” means a period of 12 calendar months calculated from the date of the Job Completion and thereafter from each anniversary of that date and throughout the Contract Term

“CONTRACT TERM” means a period of 36 consecutive months commencing on Job Completion

“GENERAL CONDITIONS” means the general conditions to which these Specific Conditions are appended to

“JOB COMPLETION” means the substantial completion of the installation specified in the Quotation

“VIRTUAL CABINET SOFTWARE” means “Virtual Cabinet” or software created by Virtual Cabinet in connection with the provision of the Support Services

“SOFTWARE” means either of the Virtual Cabinet Software and Third Party Software

“SUPPORT SERVICES” means software support or subscription as specified in the Quotation

“THIRD PARTY SOFTWARE” means any third party software supplied in connection with the provision of the Support Services

1.2 Words and expressions used in these Specific Conditions shall, unless the context expressly requires otherwise, have the meaning given to them in and shall be interpreted in accordance with the General Conditions.

2. Provision of Support Services

2.1 Virtual Cabinet shall provide the Support Services as specified in the Quotation and in accordance with these Specific Conditions.

2.2 Virtual Cabinet shall provide support for Software to the Customer with reference to the provider of Third Party Software if appropriate. Virtual Cabinet shall use reasonable endeavours to resolve problems as quickly as practicable but shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay or failure to do so.

2.3 Virtual Cabinet shall provide upgrades to the Software as it deems appropriate.

2.4 Where a request for support (including, but without prejudice to the generality of the foregoing, the re- installation of server Software or the implementation of upgrades) by the Customer is in the sole opinion of Virtual Cabinet not covered by the provision of Support Services but is a request for additional work then clause 4.1 of the General Conditions shall apply.

3. Charges for Support

3.1 The Customer shall pay to Virtual Cabinet the Charges for the provision of Support Services as specified in the Quotation.

3.2 The Customer shall pay the Charges for each Annual Period for Support Services on or before the first day of the said Annual Period and thereafter on each anniversary of the first day of the Annual Period.

3.3 Virtual Cabinet may vary the Charges for the Support Services by service of a notice in writing (“the Notice”) on the Customer not less than 21 days before the end of the Annual Period specifying the Charges for Support Services for the next Annual Period. If no notice of termination is received by Virtual Cabinet from the Customer within 7 days of the service of the Notice then the agreement for the provision of Support Services shall continue for a further Contract Term and the Charges specified in the Notice shall be deemed to be agreed as the Charges for the next Contract Term. If Virtual Cabinet does not serve a notice on the Customer then the Charges for the next Contract Term shall continue and be at the same rate as the current Charges.

3.4 Charges for Support Services cannot be reduced within the Contract Term. Thereafter the Customer may reduce the Support Services required in an Annual Period by giving written notice 30 days prior to the commencement of the Annual Period.

4. Variation of Conditions

Virtual Cabinet may, with the exception of varying Charges, vary its Specific Conditions for the provision of Support Services or its General Conditions at any time during the provision of Support Services by giving 60 days written notice (“the Variation Notice”) to the Customer of such amended conditions.

5. Termination of the Agreement for the provision of Support Services on Notice

5.1 Neither party may terminate the Agreement for the provision of the Support Services other than as specified in Clause 8 of the General Conditions.

5.2 The provisions of Clause 9 of the General Conditions shall not apply to any agreement for the provision of Support Services.

Consultancy Specific Conditions

1. Definitions and Interpretation

1.1 In these Specific Conditions:

“CONSULTANCY SERVICES” means the provision of consultancy services relating to the provision supply and installation of software or hardware or any other services as are specified in the Quotation

“GENERAL CONDITIONS” means the general conditions to which these Specific Conditions are appended

1.2 Words and expressions used in these Specific Conditions shall, unless the context expressly requires otherwise, have the meaning given to them in and shall be interpreted in accordance with the General Conditions.

2. Provision of Consultancy Services

2.1 Virtual Cabinet shall provide the Consultancy Services as specified in the Quotation.

2.2 Where a request for Consultancy Services by the Customer is in the sole opinion of Virtual Cabinet not covered by the Quotation but is a request for additional work then clause 4.1 of the General Conditions shall apply.

3. Charges for Consultancy Services

The Customer shall pay to Virtual Cabinet the Charges for the provision of Consultancy Services as specified in the Quotation.

4. Variation of Conditions

Virtual Cabinet may, with the exception of varying Charges, vary its Specific Conditions for the provision of Consultancy Services or its General Conditions at any time during the provision of Consultancy Services by giving 60 days written notice (“the Variation Notice”) to the Customer of such amended conditions.

5. Termination of the Agreement for the provision of Consultancy Services on Notice

5.1 Neither party may terminate the Agreement for the provision of the Consultancy Services other than as specified in Clause 8 of the General Conditions.

5.2 The provisions of Clause 9 of the General Conditions shall not apply to any agreement for the provision of Consultancy Services.

Consultancy Specific Conditions

1. Definitions and Interpretation

1.1 In these Specific Conditions:

“GENERAL CONDITIONS” means the general conditions to which these Specific Conditions are appended “HARDWARE” means such scanner or scanners and any other computer related equipment as are specified in the Quotation

“HARDWARE SERVICES” means the supply and installation of Hardware as specified in the Quotation

1.2 Words and expressions used in these Specific Conditions shall, unless the context expressly requires otherwise, have the meaning given to them in and shall be interpreted in accordance with the General Conditions.

2. Provision of Hardware Services

Virtual Cabinet shall provide the Hardware Services as specified in the Quotation.

3. Hardware Provisions

The following provisions shall apply:-

3.1 risk of damage or loss of the Hardware shall pass to the Customer at the time of delivery to the Premises.

3.2 In spite of delivery having been made and the passing of risk in the Hardware, property in the same shall not pass from Virtual Cabinet until Virtual Cabinet shall have been paid the Charges in full and all other sums payable under clause 3 of the General Conditions and until such as payment has been made Virtual Cabinet shall keep retention of title.

3.3 Until property in the Hardware passes to the Customer in accordance with this clause, the Customer shall hold the same on a fiduciary basis as bailee of Virtual Cabinet.

3.4 Notwithstanding that the Hardware remains the property of Virtual Cabinet, the Customer may use the same in the ordinary course of the Customer’s business.

3.5 Virtual Cabinet shall be entitled to recover the Charges and all other sums payable under clause 3 of the General Conditions notwithstanding that property in the Hardware has not passed from Virtual Cabinet.

3.6 Until such time as property in the Hardware passes from Virtual Cabinet, the Customer shall, upon request, deliver up the same to Virtual Cabinet. If the Customer fails to do so, Virtual Cabinet may enter upon any premises owned, occupied or controlled by the Customer where the Hardware is situated and repossess the same. On the making of such a request, the rights of the Customer under clause 3.4 above shall cease with immediate effect.

3.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness, the Hardware while it remains the property of Virtual Cabinet.

3.8 The Customer shall insure and keep insured the Hardware to its full purchase price against all risks to the reasonable satisfaction of Virtual Cabinet until the date the property in the same passes from Virtual Cabinet and shall, whenever requested by Virtual Cabinet, produce a copy of the policy of insurance.

4. Warranties

In connection with the supply of Hardware, Virtual Cabinet does not give any warranty, guarantee or other term as to its quality, reliability, fitness for purpose or fitness for the requirements of the Customer or otherwise.

Supplemental Terms

The following supplemental terms form part of this Agreement:

- [Data Processing Supplemental Terms](#)

Last updated May 2018.