

Terms of Use

1. Definitions

- 1.1. **Client** refers to the recipient of services provided by Growthfast Ltd.
- 1.2. **Growthfast** refers to Growthfast Ltd, its subsidiaries, and any of its subcontractors involved in delivering services.
- 1.3. **Services** refer to the professional services outlined in a signed Statement of Works (SOW) or as described in a Packaged Service Description.
- 1.4. **Data** refers to the Client's information required for the provision of services.
- 1.5. **Normal Working Hours** means 9:00 AM to 5:30 PM on any Working Day.
- 1.6. **Working Day** refers to Monday to Friday, excluding public holidays in England.
- 1.7. **Statement of Works (SOW)** refers to the document outlining the services agreed upon between Growthfast and the Client.
- 1.8. **Equipment** refers to any products provided by Growthfast, as outlined in the SOW or Packaged Service Description.
- 1.9. **Out of Hours** refers to any time outside of Normal Working Hours.
- 1.10. **Packaged Service** refers to a pre-defined, standard service provided by Growthfast as detailed in the Packaged Service Description.
- 1.11. **Packaged Service Description** refers to the document defining the scope and details of a Packaged Service.

2. Orders

- 2.1. All contracts for Services and Equipment from Growthfast are governed by these terms and supersede any Client-provided terms. Upon receipt of an order, if the Client wishes to cancel, cancellation charges will apply as detailed under "Cancellation/Postponement."
- 2.2. All orders are subject to availability and acceptance by Growthfast, and the company reserves the right to refuse any order.
- 2.3. The Client is responsible for providing accurate details when purchasing Services or Equipment.

3. Prices

3.1. All services and equipment are invoiced according to the price specified in the SOW or the official quote, inclusive of VAT. These quotes are valid for 30 days unless otherwise stated.

3.2. Growthfast reserves the right to adjust pricing for future orders.

3.3. Any cost estimates are approximations unless otherwise specified as a fixed price in the SOW or quote.

3.4. Prices quoted in a local currency may be subject to adjustments due to US Dollar exchange rate fluctuations.

4. Delivery, Title, and Risk

4.1. Growthfast aims to dispatch equipment by the agreed date but is not liable for delays caused by circumstances beyond its control, such as courier delays.

4.2. The Client must report any shortages or damages within 48 hours of delivery.

4.3. The Client must be prepared to accept delivery within Normal Working Hours.

4.4. Title to the Equipment remains with Growthfast until full payment is received, and software titles remain with the software vendor.

5. Prerequisites & Client Obligations

5.1. The Client must provide Growthfast reasonable access to their premises and resources to enable the provision of services.

5.2. The Client must comply with all obligations set out in these terms and any assumptions or dependencies in the SOW.

5.3. Growthfast may charge additional costs if delays or extra requirements arise due to the Client's non-compliance with their responsibilities.

6. Service Performance

6.1. Growthfast will make reasonable efforts to deliver services on the agreed date but is not responsible for delays caused by factors outside its control.

6.2. Installation start dates are estimates and dependent on Client and third-party compliance with their obligations.

7. Software and Intellectual Property

7.1. Software provided as part of the service is subject to the End User License Agreement (EULA) accompanying it. The Client agrees to abide by these terms.

7.2. Intellectual property developed during the provision of services remains the property of Growthfast.

8. Payment

8.1. Growthfast will issue invoices as per the payment schedule in the SOW or Packaged Service Description. If no schedule is provided, invoices will be issued upon order acceptance for software, upon shipment for hardware, and upon service completion for professional services.

8.2. Late payments will incur interest charges at 3% above the Barclays Bank PLC base rate, along with a £50 administrative fee per overdue invoice.

9. Cancellation/Postponement

9.1. Charges for cancellation or postponement of services will be as follows:

- Less than 48 hours' notice: 100% of the service value.
- 5 to 48 hours' notice: 75%.
- 6 to 10 days' notice: 50%.
- 11 to 14 days' notice: 25%.
- 14 or more days' notice: no charge.

10. Confidentiality and Data Protection

10.1. Both Growthfast and the Client shall protect each other's confidential information with at least the same degree of care as used for their own sensitive data.

10.2. Each party agrees to comply with data protection laws, including GDPR, for the duration of the contract and for a period of three years thereafter.

11. Warranties and Liability

11.1. Growthfast warrants that services will be performed with reasonable care and skill, free from defects for 30 days following completion.

11.2. Growthfast shall not be liable for indirect or consequential damages, with total liability limited to the value of the relevant order.

12. Force Majeure

12.1. Growthfast shall not be held liable for delays or failures due to causes beyond its reasonable control, such as natural disasters, pandemics, or government regulations.

13. Termination

13.1. Either party may terminate the agreement if the other materially breaches its obligations and fails to remedy the breach within 30 days of written notice.

14. General

14.1. Any variation to these terms must be in writing and signed by authorized personnel of Growthfast.

14.2. These terms shall be governed by the laws of England and Wales, and any disputes will be subject to the jurisdiction of English courts.