



Blue Orange – Terms & Conditions

- 1. Definitions** "Client" refers to the organisation or individual receiving services from Blue Orange. "Services" means managed IT services, support, hardware, and software provision. "Agreement" refers to these Terms and Conditions and any signed order form or contract.
- 2. Services Provided** Blue Orange agrees to provide IT services including but not limited to:
 - Remote and on-site IT support
 - Supply and installation of hardware and software
 - Network monitoring and maintenance
 - Cloud services and backup solutions
 - Cybersecurity consultancy and management
- 2. Duration and Termination** This Agreement shall commence on the date specified in the service contract and will continue until terminated by either party with 30 days' written notice. Breach of contract, insolvency, or failure to pay may result in immediate termination.
- 3. Fees and Payment** All fees are outlined in the service agreement. Invoices are payable within 30 days of issue. Late payments may incur interest at 4% above the Bank of England base rate.
- 4. Hardware and Software Sales** Ownership of hardware and software passes to the Client upon full payment. Licences for third-party software are subject to the licensor's terms and conditions.
- 5. Data Protection and Security** Blue Orange complies with the UK GDPR and Data Protection Act 2018. The Client remains the Data Controller, and Blue Orange acts as the Data Processor. Both parties agree to maintain appropriate security measures.
- 6. Service Levels and Uptime** Service levels will be defined in the specific Service Level Agreement (SLA). While Blue Orange endeavours to maintain high availability, it does not guarantee uninterrupted service.
- 7. Liability** Blue Orange will not be liable for any indirect, consequential, or incidental damages. Liability for direct losses is limited to the amount paid by the Client in the 12 months preceding the claim.
- 8. Confidentiality** Each party agrees to keep confidential information secure and not disclose it to third parties without prior written consent.

Governing Law These terms are governed by and construed in accordance with the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the English courts.