

General Terms and Conditions

Sale and supply of IT goods and services

Version 1.0 • Updated 16/06/2026

These terms and conditions (the **“Conditions”**) apply to every Quotation issued by, and every Contract entered into with, Thinking Fish Ltd, a company registered in England and Wales under company number 03637036, whose registered office is at 4.01 The Tea Building, 56 Shoreditch High Street, London, E1 6JJ (the **“Supplier”**, **“we”**, **“us”** or **“our”**). By accepting a Quotation, the Customer agrees to be bound by these Conditions to the exclusion of all other terms.

1. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply:

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Charges” means the sums payable by the Customer for the Goods and/or Services, as set out in the Quotation or otherwise notified to the Customer in accordance with these Conditions.

“Contract” means the contract between the Supplier and the Customer for the sale of Goods and/or the supply of Services, formed in accordance with clause 2.

“Customer” means the person, firm or company that accepts a Quotation, or whose order for Goods and/or Services is accepted by the Supplier.

“Goods” means the goods (including any IT equipment, hardware or other physical items) set out in the Quotation.

“Minimum Term” means the minimum period for which a Service is supplied, as specified in the Quotation.

“Quotation” means the written quotation or estimate issued by the Supplier to the Customer to which these Conditions are attached or referred, including any schedule, specification or description of the Goods and/or Services and the applicable Charges, billing frequency and payment terms. Except where the context otherwise requires, references in these Conditions to a Quotation include an Estimate.

“Estimate” means a written estimate issued by the Supplier giving an approximate indication of the likely Charges for Goods and/or Services, the final cost of which cannot be fixed in advance and which is subject to change in accordance with clause 2.

“Renewal Period” means each successive period (equal in length to the Minimum Term, or to the relevant billing period where no further minimum applies) for which a Service automatically renews under clause 7.

“Services” means the services set out in the Quotation, which may include domain name registration, website hosting, cloud services, cloud servers, Microsoft 365 services and any other services described in the Quotation, whether provided by the Supplier directly or procured by the Supplier from a Third Party Provider for resale to the Customer.

“Third Party Provider” means any third party from whom the Supplier procures all or part of a Service for resale or onward supply to the Customer.

"Third Party Terms" means the terms, policies, acceptable use rules and service levels of a Third Party Provider that apply to a Service.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted, and includes any subordinate legislation made under it.

1.3 Any words following the terms "including", "include", "in particular", "for example" or any similar expression are illustrative and do not limit the words preceding them.

1.4 A reference to "writing" or "written" includes email.

1.5 If there is any conflict between these Conditions and the Quotation, the Quotation prevails.

2. Basis of Contract

2.1 The Quotation is an invitation to the Customer to place an order on these Conditions and does not constitute an offer. A Quotation is valid for 30 days from its date, unless stated otherwise, after which the Supplier may withdraw or revise it.

2.2 The Customer's acceptance of the Quotation (whether by signature, written confirmation, payment of all or part of the Charges, or instructing the Supplier to proceed) constitutes an offer by the Customer to purchase the Goods and/or Services on these Conditions.

2.3 A Contract is formed, and these Conditions become binding, when the Supplier issues written acceptance of the order or (if earlier) begins to supply the Goods or Services. At that point no order may be cancelled by the Customer except as expressly permitted by these Conditions or by law.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any descriptions, illustrations, specifications or advertising are produced for the sole purpose of giving an approximate idea of the Goods and Services and do not form part of the Contract.

2.6 The Supplier may issue either a Quotation or an Estimate. All Quotations and Estimates, and the Charges set out in them, are subject to change before a Contract is formed, and remain subject to change after that only as expressly permitted by these Conditions (including under clauses 2.7, 3.3, 5.7 and 6). The Supplier will use reasonable endeavours to give the Customer advance notice of any change wherever possible.

2.7 Where the Supplier issues an Estimate, or otherwise indicates that a figure is an estimate, the figure is an approximate indication only and is not a fixed or binding price. The final Charges may be more or less than the estimated figure and will reflect the actual time, effort and materials reasonably required to complete the work. The Supplier will use reasonable endeavours to keep the Customer informed and, wherever possible, to give advance notice if it becomes apparent that the final Charges are likely to exceed the Estimate.

3. Goods

- 3.1 The Goods are described in the Quotation. The Supplier may make changes to the Goods that are necessary to comply with any applicable law or safety requirement, or that do not materially affect their nature or quality.
- 3.2 Where Goods are manufactured or supplied by a third party, any manufacturer's or supplier's warranty in respect of the Goods is passed through to the Customer to the extent the Supplier is able to do so, and is the Customer's sole remedy in respect of defects beyond the Supplier's statutory obligations.
- 3.3 All Goods are offered subject to availability and to the Supplier obtaining stock from its own suppliers. The price of Goods, and the Supplier's ability to supply them, may change depending on stock availability within the United Kingdom and on stock being imported from the United States, the European Union or elsewhere, and may be affected by matters such as exchange rates, supplier pricing, import duties, taxes and shipping costs. The Supplier will endeavour to manage stock and pricing in the best way reasonably possible and to give the Customer advance notice of any price change wherever possible. If the price of Goods increases between the date of the Quotation or Estimate and the date the order is accepted or the Goods are supplied, the Supplier will notify the Customer, and the Customer may instead cancel the order for the affected Goods (and receive a refund of any sums already paid for those Goods) by giving written notice before they are dispatched or collected.

4. Delivery, Title and Risk in Goods

- 4.1 The Supplier will deliver the Goods by one of the following methods, as stated in the Quotation: (a) delivery by courier to the address notified by the Customer; (b) delivery in person by the Supplier; or (c) collection by the Customer from the Supplier's premises or such other location as the Supplier notifies.
- 4.2 Any dates quoted for delivery or collection are approximate only, and time of delivery is not of the essence. The Supplier is not liable for any delay in delivery that is caused by an event outside its reasonable control or by the Customer's failure to provide adequate delivery instructions or access.
- 4.3 Where the Goods are to be collected, the Customer must collect them within 10 Business Days of the Supplier notifying that they are ready. If the Customer fails to take or accept delivery or collection, the Supplier may store the Goods and charge the Customer for storage and insurance, and may resell or dispose of the Goods if they remain uncollected after 20 Business Days.
- 4.4 Risk in the Goods passes to the Customer on completion of delivery or, in the case of collection, when the Goods are collected (or, if the Customer wrongfully fails to take delivery or collection, at the time the Supplier tendered delivery or made the Goods available).
- 4.5 Title to the Goods does not pass to the Customer until the Supplier has received payment in full (in cleared funds) of all sums due for those Goods. Until title passes, the Customer must store the Goods separately, keep them identifiable as the Supplier's property, not remove or obscure any identifying mark, keep them insured, and must not pledge or charge them by way of security.
- 4.6 Until title to the Goods has passed, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, may

enter any premises of the Customer (or of a third party) where the Goods are stored in order to recover them.

- 4.7 The Customer must inspect the Goods on delivery or collection and notify the Supplier in writing of any shortage, damage or defect that would be apparent on reasonable inspection within 5 Business Days, and of any other defect within a reasonable time of discovery. The Supplier's liability for Goods is set out in clause 11.

5. Supply of Services

- 5.1 The Supplier will supply the Services described in the Quotation, using reasonable care and skill. The Services may be the Supplier's own services or services procured from a Third Party Provider for resale to the Customer.
- 5.2 Where a Service is provided by or relies upon a Third Party Provider, the Service is subject to the relevant Third Party Terms. The Supplier will use reasonable endeavours to make the material Third Party Terms available to the Customer on request. The Customer must comply with all applicable Third Party Terms, and any breach of them by the Customer is also a breach of the Contract.
- 5.3 Where the Supplier resells or manages a Service on the Customer's behalf, the Supplier takes responsibility for billing the Customer for that Service and for administering and managing it as described in the Quotation. The Supplier does not, however, control the underlying networks, systems or infrastructure operated by a Third Party Provider and does not guarantee their performance, availability or continuity except as set out in clause 11.
- 5.4 Any domain name registration, renewal, transfer, management or related service is supplied subject to the Supplier's separate Domain Names Terms and Conditions published on its website, which apply to that service in addition to these Conditions and which the Customer agrees to by ordering a domain name. In the event of any conflict between these Conditions and the Domain Names Terms and Conditions in relation to a domain name, the Domain Names Terms and Conditions prevail.
- 5.5 The Customer must provide, in a timely manner, all information, access, materials, consents and co-operation that the Supplier reasonably requires to supply the Services. The Supplier is not liable for any delay or failure to supply the Services to the extent caused by the Customer's failure to do so, and may charge for any resulting additional work.
- 5.6 The Supplier may suspend a Service where required to do so by a Third Party Provider or registry, where necessary for maintenance or security, where the Customer is in breach of these Conditions or applicable Third Party Terms, or where any Charges for that Service are overdue. The Supplier will give reasonable notice of any planned suspension where practicable. Where a suspension results from the Customer's breach, act or omission, the Customer must reimburse the Supplier's reasonable costs and expenses of implementing the suspension and of restoring the Service. Suspension does not reduce or suspend the Charges, which continue to accrue and remain payable during any period of suspension.
- 5.7 The Supplier may make changes to a Service to reflect changes in applicable law or in a Third Party Provider's terms or services, or that do not materially reduce the Service. Where a Third Party Provider changes its prices, the Supplier may pass on the change by giving the Customer at least 30 days' written notice, with the revised Charges taking effect from the next billing period or Renewal Period.

6. Charges, Billing and Payment

- 6.1 The Charges are as set out in the Quotation. Unless stated otherwise, the Charges are exclusive of VAT, which the Customer must pay at the applicable rate, and exclusive of any delivery, courier or carriage costs, which will be added where applicable.
- 6.2 Services are billed in advance. The billing frequency for each Service is monthly, quarterly or annually, as specified in the Quotation or as selected by the Customer where the Quotation offers a choice.
- 6.3 The Quotation may require all of the Charges for the Goods and/or Services to be paid in advance, or a specified portion to be paid in advance with the balance payable as stated, and the Customer must pay in accordance with those terms. Where a deposit or upfront portion is specified, the Supplier is not obliged to order Goods, or commence or procure Services, until that sum has been received in cleared funds.
- 6.4 Payment of sums due in advance may be made by debit or credit card online, or by bank transfer, in each case to the account or payment facility notified by the Supplier. A Direct Debit option is available for ongoing, recurring Service billing, and where the Customer takes that option it must complete and maintain a valid Direct Debit instruction.
- 6.5 Where Goods are invoiced after delivery, or any other sum is not payable in advance, payment is due within 14 days of the date of the invoice, unless the Quotation states otherwise.
- 6.6 The Customer must make all payments in full and in cleared funds without any set-off, counterclaim, deduction or withholding (except as required by law). In particular, and without limitation, the Customer may not withhold or set off payment for Goods that have been delivered against the supply, performance, non-performance or delivery of any Service or of any other Goods.
- 6.7 If the Customer fails to make any payment by its due date, then without limiting the Supplier's other remedies: (a) the Supplier may charge interest on the overdue sum at the rate applied to debts under a County Court judgment from time to time (currently 8% per year), accruing daily from the due date until payment, both before and after judgment; and (b) the Supplier may suspend the Goods and/or Services until payment is made in full. The Customer must also pay all costs and expenses (including legal costs and the costs of any debt-collection agency) reasonably incurred by the Supplier in recovering any overdue amount. Nothing in this clause prevents the Supplier from instead claiming interest, compensation and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where it applies.
- 6.8 All amounts due under the Contract are payable by the Customer and the obligation to pay is not contingent on the Customer recovering or being reimbursed by any third party.
- 6.9 If the Customer genuinely disputes any part of an invoice, it must notify the Supplier in writing within 14 days of the date of the invoice, giving reasonable detail of the item disputed and the reasons for the dispute, and must pay all undisputed amounts by their due date. The parties will seek to resolve the disputed amount promptly and in good faith. If the Customer does not notify a dispute within that 14-day period, the invoice is treated as accepted in full. This clause does not entitle

the Customer to withhold or delay payment of any amount that is not genuinely in dispute.

- 6.10 The Supplier may charge for additional time, work and materials, at its applicable rates, reasonably incurred as a result of: (a) any act, omission, delay or default of the Customer, or its failure to comply with its obligations under these Conditions; (b) the Customer's misuse of the Goods or Services, unauthorised changes, or use otherwise than in accordance with the Contract, applicable instructions or any applicable Third Party Terms; (c) the Supplier reasonably investigating or resolving any complaint, report or request from any governmental, regulatory or other competent authority relating to the Customer's use of the Services; or (d) work, support or information requested by the Customer that falls outside the scope of the Goods and Services described in the Quotation. The Supplier will, where practicable, notify the Customer before such charges are incurred.

7. Term, Automatic Renewal and Cancellation of Services

- 7.1 Each Service is supplied for the Minimum Term specified in the Quotation, beginning on the date the Service is first made available to the Customer (or such other start date as the Quotation states).
- 7.2 Unless the Customer tells the Supplier otherwise in accordance with clause 7.3, each Service automatically renews at the end of the Minimum Term, and at the end of each subsequent Renewal Period, for a further Renewal Period. The Charges for a Renewal Period are billed in advance in the same way as for the initial term and may be subject to any price changes notified under clause 5.7 or 6.
- 7.3 To prevent a Service from renewing, or otherwise to cancel a Service with effect from the end of the current term or Renewal Period, the Customer must give the Supplier at least 35 days' written notice before the end of that term or Renewal Period. If notice is not received at least 35 days before the renewal date, the Service will renew and the Charges for the next Renewal Period will become payable, and the cancellation will instead take effect at the end of that next Renewal Period.
- 7.4 The Customer may terminate a Service before the end of its Minimum Term or Renewal Period (early termination) only on payment, in advance, of all Charges that would have become due for the whole of the remaining part of that Minimum Term or Renewal Period. Such sums represent the agreed charge for early termination and are payable immediately on termination.
- 7.5 Certain Services (for example domain name registrations and annual licences) are non-cancellable and non-refundable once ordered or renewed, because the Supplier incurs an irrecoverable cost with a registry or Third Party Provider. Where this applies it will, where practicable, be indicated in the Quotation or the applicable Third Party Terms.
- 7.6 Termination or expiry of a Service does not affect any Charges already incurred or any other accrued rights or remedies of either party. On termination of a Service the Customer must pay all outstanding Charges for that Service immediately.

8. Customer Obligations and Acceptable Use

- 8.1 The Customer must: (a) use the Goods and Services only for lawful purposes and in accordance with these Conditions and any applicable Third Party Terms; (b) not use the Services in any way that is unlawful, infringes the rights of any third party, or that may damage, disable or impair any network, system or the reputation of the

Supplier or a Third Party Provider; and (c) keep secure any credentials, keys or access details provided in connection with the Services.

- 8.2 The Customer is responsible for taking its own backups of any data it stores using the Services, except to the extent backup is expressly included as part of a Service in the Quotation.
- 8.3 The Customer must ensure that all information it provides to the Supplier (including for domain registration, billing and account administration) is accurate, complete and kept up to date.
- 8.4 The Customer indemnifies the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred by the Supplier arising out of or in connection with the Customer's breach of clause 8.1, its misuse of the Goods or Services, or its breach of any applicable Third Party Terms.

9. Intellectual Property and Data

- 9.1 All intellectual property rights in or arising out of the Services, and in any materials provided by the Supplier or a Third Party Provider, remain the property of the Supplier or its licensors. The Customer is granted only a non-exclusive, non-transferable right to use such materials to the extent necessary to receive the Services for the duration of the Contract.
- 9.2 Each party will comply with its obligations under applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018. Where the Supplier processes personal data on the Customer's behalf in providing the Services, it will do so in accordance with the Customer's lawful written instructions and will implement appropriate technical and organisational measures.

10. Confidentiality

- 10.1 Each party must keep confidential all information of a confidential nature disclosed to it by the other party, and must use it only to perform its obligations under the Contract. This clause does not apply to information that is or becomes public through no breach, that was lawfully held before disclosure, or that is required to be disclosed by law or a regulator.

11. Warranties, Service Reliability and Liability

- 11.1 The Supplier warrants that it will provide the Services with reasonable care and skill, and that on delivery the Goods will conform in all material respects with their description in the Quotation. Except as expressly set out in these Conditions, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.2 The Customer acknowledges that the Services (in particular hosting, cloud, connectivity and other services provided by or dependent on a Third Party Provider) depend on systems, networks and infrastructure that the Supplier does not own or control. The Supplier does not warrant that the Services will be uninterrupted, error-free, secure, or available at all times, and is not responsible for the acts, omissions, failures or reliability of any Third Party Provider, registry, network or the internet generally.
- 11.3 Nothing in these Conditions limits or excludes the Supplier's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot lawfully be limited or excluded,

including under the Consumer Rights Act 2015 where the Customer deals as a consumer.

- 11.4 Subject to clause 11.3, the Supplier is not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of revenue, loss of business, loss of contracts or anticipated savings, loss of or corruption to data, loss of goodwill, or any indirect, special or consequential loss.
- 11.5 Subject to clause 11.3, and in particular in the event of a major service failure or where a Service cannot be provided, the Supplier's total liability in respect of that Service is limited to the amount actually paid by the Customer for the affected Service in respect of the period in which the failure occurred. The Supplier's total aggregate liability in connection with the supply of Goods is limited to the price paid for the Goods giving rise to the claim.
- 11.6 Subject to clause 11.3, the Supplier's total aggregate liability arising out of or in connection with the Contract (whether for Goods, Services or otherwise), whether in contract, tort, breach of statutory duty or otherwise, will not exceed the total Charges paid by the Customer under the Contract in the 12 months immediately before the event giving rise to the claim.
- 11.7 The Customer is responsible for ensuring that the Goods and Services are suitable for its purposes. The Supplier is not liable for any loss arising from the Customer's failure to maintain backups or to comply with its obligations under clause 8.

12. Suspension and Termination of the Contract

- 12.1 Without affecting any other right or remedy, either party may terminate the Contract with immediate effect by written notice if the other party commits a material breach of the Contract and (where capable of remedy) fails to remedy it within 14 days of being notified in writing, or if the other party becomes insolvent, enters into any arrangement with its creditors, has a receiver, administrator or liquidator appointed, or ceases or threatens to cease to carry on business.
- 12.2 Without affecting any other right or remedy, the Supplier may suspend the supply of Goods or Services, or terminate the Contract, with immediate effect by written notice if the Customer fails to pay any amount due on the due date, or if the Supplier reasonably believes the Customer is about to become subject to any insolvency event.
- 12.3 On termination of the Contract for any reason: (a) the Customer must immediately pay all outstanding Charges and, in the case of early termination of a Service, the sums due under clause 7.4; (b) any provision that expressly or by implication is intended to come into or continue in force on or after termination remains in full force; and (c) the accrued rights and liabilities of the parties are not affected.

13. Force Majeure

- 13.1 The Supplier is not in breach of the Contract, nor liable for any delay in performing or failure to perform any of its obligations, if that delay or failure results from an event or circumstance beyond its reasonable control, including any act, omission or failure of a Third Party Provider, registry, telecommunications or internet provider, power failure, cyber-attack, strike, epidemic or pandemic, or

governmental action. If the event continues for more than 30 days, either party may terminate the affected Service or Contract on written notice.

14. General

- 14.1 **Assignment.** The Customer may not assign, transfer or subcontract any of its rights or obligations under the Contract without the Supplier's prior written consent. The Supplier may assign or subcontract any of its rights or obligations under the Contract.
- 14.2 **Entire agreement.** The Contract (comprising the Quotation and these Conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and representations. Each party acknowledges that it has not relied on any statement or representation not set out in the Contract.
- 14.3 **Variation.** No variation of the Contract is effective unless it is in writing and signed by, or on behalf of, the Supplier.
- 14.4 **Waiver.** A failure or delay by a party to exercise any right or remedy is not a waiver of that or any other right or remedy.
- 14.5 **Severance.** If any provision of these Conditions is or becomes invalid, illegal or unenforceable, it is to be deemed modified to the minimum extent necessary to make it valid; if no such modification is possible, the provision is deemed deleted, and the remaining provisions continue in force.
- 14.6 **Notices.** Notices under the Contract must be in writing and sent to the registered office or principal place of business of the recipient, or to the email address notified for that purpose. Notice of cancellation or non-renewal under clause 7, and any other notice to the Supplier, must be sent to the Supplier in writing using the contact details set out at the end of these Conditions.
- 14.7 **Third party rights.** A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 14.8 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it, is governed by and construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Contacting us

Any notice to the Supplier, including any notice to cancel or not renew a Service under clause 7, may be sent to us at:

Thinking Fish Ltd

4.01 The Tea Building
56 Shoreditch High Street
London, E1 6JJ

Email: hello@thinking.fish