

SYNTAX LINK

Syntax Link Limited Sales Terms and Conditions

Version: 1.2
Effective Date: 16/12/2025

Syntax Link Limited
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Registered in England and Wales No 12533836
All legal documents and policies are available at <https://syntaxlink.co.uk/documents>

At Syntax Link, we believe legal documents should be clear and easy to understand, but unfortunately in this day and age need to contain legal wording to protect all parties.

This document explains how we work with our clients and what you can expect from us. Below we have included a summary of some points. We have tried our best to include points we feel are important for you to be aware of.

It is very important for you to read and understand the full document.

If you would like any part of this document explained in more detail, please contact us and we will be happy to guide you through it.

Client Document Summary

S1.1 All payments are collected by Direct Debit normally within seven (7) days of invoice unless otherwise agreed. A failed, returned, or client-requested cancellation or amendment of a Direct Debit collection may incur an administration fee of not less than five pounds (£5.00) and not more than five percent (5%) of the affected amount (see Clause 3.4).

S1.2 Each client is assigned a credit limit. Orders above this limit may require a deposit or full payment in advance (see Clause 3.3).

S1.3 Invoices and contracts are sent by email, with copies also available through the Syntax Link Dashboard at <https://dashboard.syntaxlink.co.uk> (see Clause 3.6).

S1.4 Clients are responsible for keeping their billing and contact details accurate and up to date in the Dashboard (see Clause 3.7 and 9.4).

S1.5 SaaS services may be cancelled with thirty (30) days notice. Early termination Charges apply at fifty percent (50%) or seventy percent (70%) of the remaining contract value depending on the period remaining (see Clause 7.2).

S1.6 Refunds are not available once a billing period has started. Hardware returns are accepted within fourteen (14) days if the item is unopened and unused (see Clauses 4.2 and 6.3).

S1.7 Used and refurbished hardware is supplied “as is” and without warranty. Returns are only accepted if the goods are materially not as described (see Clause 6.6).

S1.8 Hosting and SaaS services are provided with a 99.9% uptime target, excluding planned maintenance (see Clause 4.3).

S1.9 Our liability is limited to the Fees paid in the preceding twelve (12) months, except where liability cannot be limited by law (see Clause 14.3).

S1.10 All our legal documents are available at <https://syntaxlink.co.uk/documents> (see Clause 2.5 and 20.7).

Document Version History

This Document Version History table is provided for reference only. The binding terms relating to version control, including how updates are managed and communicated, are set out in Clause 19 of this document.

Version	Date	Summary of changes
1.0	12/09/2025	Initial publication of these Sales Terms and Conditions.
1.1	20/10/2025	Updated Clause 3.4 to introduce a minimum £5 administration fee (up to 5%) for failed or client-amended Direct Debit collections, and clarified when the fee may be applied. Updated S1.1 to reflect this change.
1.2	16/12/2025	Added clause 8.3 to clarify service dependency and availability where services rely on underlying infrastructure.

1. Interpretation

1.1 “Agreement” means these Conditions together with any Order Form, Order Acknowledgement, or other written confirmation of Services or Goods issued by us.

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

1.3 “Client”, “you” means the customer purchasing Services or Goods from us.

1.4 “Conditions” means these Terms and Conditions as updated from time to time.

1.5 “Dashboard” means the Syntax Link Dashboard available at <https://dashboard.syntaxlink.co.uk>

1.6 “Force Majeure Event” means an event or circumstance beyond a party’s reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labour disputes, government action, or interruption of utilities.

1.7 “Goods” means any hardware supplied by us.

1.8 “Order” means your request for Services or Goods as set out in an Order Form, purchase request, or other written instruction, subject to our acceptance.

1.9 “Order Acknowledgement” means our written confirmation of an Order.

1.10 “Services” means SaaS subscriptions, hosted email, website services, IT services, consultancy, and support as provided by us under this Agreement.

1.11 “Syntax Link”, “we”, “us”, or “our” means Syntax Link Limited, a company registered in England and Wales with company number 12533836, whose registered office is at Suite 96, 4 Blenheim Court, Peppercorn Close, Peterborough, PE1 2DU.

1.12 “Fees” means the charges, costs, and amounts payable by you to us under this Agreement, including but not limited to recurring charges, one-off charges, and administration fees.

1.13 “Charges” or “Charge” means any specific amounts payable by you under these Conditions in addition to the Fees, including but not limited to early termination charges, interest, and costs recoverable under Clause 7 or Clause 14.

1.14 “Policies” means our terms or policies published by us at <https://syntaxlink.co.uk/documents> or otherwise notified to you in writing.

1.15 “Personal Data” has the meaning given to it under the UK Data Protection Act 2018 and UK GDPR, and includes any information relating to an identified or identifiable natural person.

1.16 “Notice” or “Notices” means any formal communication required under this Agreement, which shall be valid if delivered by post to the address of record or by email to the contact details provided in the Dashboard, as set out in Clause 17.

2. Basis of Contract

2.1 These Conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate.

2.2 A quotation is not an offer. An Agreement is formed only when we issue an Order Acknowledgement.

2.3 You are responsible for ensuring the accuracy of your Order.

2.4 Any catalogues, brochures, or marketing materials are for guidance only and do not form part of the Agreement.

2.5 We maintain a number of separate legal documents and policies, each of which applies in different circumstances. All such documents are available at <https://syntaxlink.co.uk/documents> and shall apply in addition to these Conditions where relevant.

3. Payment and Credit

3.1 All invoices must be paid by Direct Debit unless otherwise agreed in writing.

3.2 Direct Debit payments are normally collected within 7 days of the invoice being issued.

3.3 Each Client is assigned a credit limit. Orders above this may require upfront payment or a deposit.

3.4 A failed, returned, or client-requested cancellation or amendment of a Direct Debit collection, whether relating to a single invoice or multiple invoices collected together, may incur a reasonable administration fee. This fee shall be no less than five pounds (£5.00) and no more than five percent (5%) of the affected collection amount. The fee may be applied at the time of re-processing or on the next invoice following the event, depending on the circumstances. Such fee is without prejudice to our right to charge interest under Clause 3.8 and without prejudice to our rights to suspend or terminate the Services under Clauses 7 and 8.

3.5 You must maintain a valid Direct Debit mandate at all times.

3.6 Invoices and service contracts are delivered electronically by email and via the Dashboard.

3.7 You are responsible for keeping billing and contact details accurate and up to date in the Dashboard.

3.8 We may charge interest on late payments at 8% above the Bank of England base rate under the Late Payment of Commercial Debts Act 1998.

4. Services

4.1 SaaS and hosted services are billed monthly unless an annual term is agreed.

4.2 No refunds are available once a billing period has started.

4.3 We target 99.9% uptime per calendar month for hosting and SaaS, excluding planned maintenance.

4.4 If service levels fall below target, service credits may be issued at our discretion, capped at one month's Fees for the affected service. Credits are your sole remedy for Service Level failures.

5. IT Services and Projects

5.1 IT services may be charged hourly, per project, or by support contract.

5.2 Deliverables, scope, and pricing will be agreed in writing before work begins.

5.3 Time is billed in 15 minute increments unless agreed otherwise.

6. Hardware Sales

6.1 Hardware sales are subject to stock availability and confirmation of order.

6.2 Risk in the Goods passes to you on delivery. Title shall pass only when payment in full has been received.

6.3 Returns of new Goods are accepted within 14 days if the item is unopened, unused, and in its original packaging.

6.4 Goods are covered solely by the manufacturer's warranty. We do not provide any additional warranty unless expressly stated in writing.

6.5 We are not liable for faults caused by misuse, fair wear and tear, unauthorised repairs, or the use of non-approved parts.

6.6 Used and refurbished Goods are supplied "as is" and may show signs of prior use, cosmetic wear, or reconditioning. Unless otherwise expressly stated in writing at the time of sale, such Goods are sold without any warranty or guarantee of condition, fitness for purpose, or longevity. Returns of used or refurbished Goods shall only be accepted if the item is materially not as described at the time of sale, and any such claim must be notified to us within seven (7) days of delivery. Our liability in respect of used or refurbished Goods is strictly limited to the remedies set out in this Clause 6.6.

7. Term and Termination

7.1 SaaS and recurring service contracts shall continue for the agreed fixed term unless terminated earlier in accordance with these Conditions. After the fixed term, contracts shall continue on a rolling monthly basis unless otherwise agreed in writing.

7.2 If you terminate a fixed-term contract early for convenience, and not as a result of our breach, you shall pay early termination Charges. Where more than six months remain of the contract term, the charge shall be equal to seventy percent (70%) of the remaining contract value. Where six months or less remain, the charge shall be equal to fifty percent (50%) of the remaining contract value.

7.3 We may terminate this Agreement immediately by written notice if you commit a material breach of these Conditions. Material breach shall include, without limitation, failure to pay any undisputed amount when due and failing to remedy within fourteen (14) days of notice, misuse of the Services including breaches of our Acceptable Use Policy, use of the Services for unlawful, fraudulent, or harmful activities, or if you become insolvent, enter administration or liquidation, or are unable to pay debts as they fall due. In such circumstances, you shall immediately become liable to pay the full remaining contract value as if the Agreement had continued for its full term.

7.4 You may terminate this Agreement immediately by written notice if we commit a material breach of these Conditions and fail to remedy that breach within fourteen (14) days of notice. In such circumstances, you shall not be liable for early termination Charges.

7.5 Termination of the Agreement shall not affect any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination.

7.6 Suspension or termination of the Services, whether by us or you, shall not relieve you of your obligation to pay any Fees accrued or payable under the Agreement.

8. Suspension of Service

8.1 We may suspend Services without liability if payments fail, Services are misused, or you breach the Agreement.

8.2 Suspension does not prevent us from also terminating the Agreement under Clause 7.

8.3 Where a service provided by us relies on another service (including but not limited to hosting, infrastructure, or platform services), the suspension, termination, or cancellation of the underlying service may result in related or dependent services becoming unavailable.

9. Client Responsibilities

9.1 You must provide accurate information and reasonable cooperation to enable delivery of the Services.

9.2 You must not use the Services for unlawful, harmful, or abusive purposes.

9.3 You must ensure you have the right to upload, process, or share any data or content used with our Services.

9.4 You are responsible for keeping billing and contact details up to date in the Dashboard as set out in Clause 3.7.

10. Data Protection and Privacy

10.1 Both parties will comply with the UK Data Protection Act 2018 and UK GDPR.

10.2 Our Privacy Policy at <https://syntaxlink.co.uk/documents> explains how we collect, use, and safeguard personal data.

10.3 Where we act as a data processor, we will process personal data only on your instructions and in accordance with our Privacy Policy.

11. Confidentiality

11.1 Each party must keep the other's confidential information secure and not disclose it except to personnel who need to know and are bound by confidentiality, or where required by law.

11.2 This obligation survives termination of the Agreement.

12. Intellectual Property

12.1 You retain ownership of your data, content, and intellectual property.

12.2 We retain all intellectual property rights in our software, platform, tools, and processes.

12.3 Use of our Services does not transfer ownership of our intellectual property.

13. Subcontracting and Assignment

13.1 We may subcontract all or part of the Services but remain responsible for performance.

13.2 You may not assign or transfer this Agreement without our written consent.

14. Liability and Indemnity

14.1 Nothing in these Conditions limits liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

14.2 Subject to Clause 14.1, we are not liable for indirect, special, or consequential loss including loss of profits, goodwill, anticipated saving, revenue, data, or business interruption.

14.3 Subject to Clause 14.1, our total aggregate liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total Fees paid by you in the twelve (12) months immediately preceding the event giving rise to the claim.

14.4 You indemnify us against third party claims arising from your misuse of the Services.

15. Warranties and Disclaimer

15.1 We warrant that Services will be provided with reasonable care and skill.

15.2 Except as stated in Clause 15.1, we disclaim all warranties to the fullest extent permitted by law, including implied warranties of fitness for purpose, uninterrupted service, or error free operation.

16. Force Majeure

16.1 Neither party is liable for delay or failure caused by a Force Majeure Event.

16.2 If a Force Majeure Event continues for 4 months, either party may terminate by giving 14 days' written notice.

17. Notices

17.1 Any notice required to be given under this Agreement may be delivered by email or by post.

17.2 A notice sent by post shall be deemed received on the second Business Day after posting.

17.3 Delivery by email shall constitute valid written communication for the purposes of this Agreement.

18. Changes to Terms

18.1 We may update these Conditions to reflect legal, technical, or business changes.

18.2 For material changes, we will provide notice. Continued use of the Services after the effective date of a change constitutes acceptance.

19. Version Control

19.1 This document is maintained under version control. Each version is given a number and date of effect, and supersedes all previous versions.

19.2 Changes to this document may be made from time to time to reflect legal, regulatory, or business requirements. Material changes will be communicated to Clients by email.

19.3 The current version of this document, together with its version history, is recorded in the Document Version History Table set out at the beginning of this document

20. General

20.1 This Agreement is governed by the laws of England and Wales.

20.2 The courts of England and Wales have exclusive jurisdiction, including for non-contractual disputes.

20.3 If any provision is found invalid, the remaining provisions remain in force.

20.4 Failure to enforce a provision is not a waiver of rights.

20.5 This Agreement constitutes the entire agreement and supersedes all prior discussions and understandings.

20.6 This Agreement is drafted in English. If translated, the English version prevails.

20.7 All our legal documents and policies can be found at <https://syntaxlink.co.uk/documents> or on request.