Precinct

Precinct Master Terms

The standard terms on which we supply Precinct software to every customer. Version 1.1.

Who these terms are between

These terms are between **Precinct Software Limited**, a company registered in England and Wales under number 17531507, whose registered office is at Unit 6 Killingbeck Office Village, Leeds, England, LS14 6FD ("**Precinct**", "we", "us"), and the customer named in the Order ("**the Customer**", "you"). They apply once both of us have signed an Order that refers to them.

1. How the documents fit together

1.1 Our agreement with you is made up of four documents: the **Order** (what you are buying, the price and the dates), these **Master Terms**, the **Data Processing Agreement** (how we handle personal data for you), and the **Acceptable Use Policy** (the rules for using Precinct). Together they are "**the Agreement**".

1.2 If they disagree, the Order wins, then the Data Processing Agreement on anything about personal data, then these Master Terms, then the Acceptable Use Policy.

1.3 "**Precinct**" or "**the Service**" means the Precinct software products listed in your Order, including any version tailored for you. "**Working day**" means Monday to Friday, excluding bank holidays in England.

2. The Service

2.1 We provide Precinct **as a hosted service** using infrastructure managed by us and our hosting providers. You access the Service through a web browser and do not receive a copy of the software or direct access to the underlying servers.

2.2 We will host, run, maintain, secure, update and back up the Service with the features listed in the Order.

2.3 We may improve or change Precinct over time. We will not remove a feature listed in your Order without your agreement, unless we have to for legal or security reasons, and then we will tell you first where we can.

3. Your right to use Precinct

3.1 While the Agreement is in force and you pay the fees, we give you a **non-exclusive, non-transferable right to use Precinct for the internal purposes of your own business**, by the users named in or added under the Order.

3.2 This is a right to **use** the Service. It is not a sale, and it does not transfer ownership of any part of the software to you.

4. What you must not do

You must not, and must not allow anyone else to:

- copy, modify, adapt, translate or create derivative works from Precinct, its screens, its design, its workflows or its documentation;
- reverse-engineer, decompile or disassemble Precinct, or try to obtain its source code, except where the law expressly allows it;

- use Precinct, its screens, workflows, documentation or outputs, whether directly or by using automated tools, scraping or artificial-intelligence systems, **to build, train, specify or help create a product or service that copies or competes with Precinct**;
- sell, rent, sublicense, resell or otherwise make Precinct available to anyone outside your business;
- try to access our servers, systems or code other than through the normal Precinct pages, or get around any security measure;
- break the Acceptable Use Policy.

5. Who owns what

5.1 **We own Precinct**: the software, its design, screens, workflows, documentation, updates and improvements, and all intellectual property in them. **This includes every change, feature or bolt-on we build for you**, whether it is included in your fee or paid for separately, unless we agree otherwise in writing signed by a director of Precinct Software Limited.

5.2 Precinct is our name and brand. Nothing in the Agreement gives you any right to use it, except to tell your own customers which system you use.

5.3 **You own your data** ("**Customer Data**"): your customers' details, tickets, messages, attachments and everything else you or your customers put into Precinct. You also keep ownership of any software of your own that connects to Precinct.

5.4 If you give us suggestions or feedback, we may use them freely to improve Precinct, for you and for others.

6. What is included in your fee

6.1 Your monthly fee includes: hosting, security, updates, nightly backups, support during the support hours in the Order, **fixing faults in Precinct itself at no charge**, and the **allowance of minor changes** set out in the Order.

6.2 A **minor change** is a small adjustment to something Precinct already does: for example changing wording, a template, a setting, a list of options, a field or the layout of an existing screen. Time spent on minor changes is counted in units of 5 minutes and taken from your monthly allowance. **Unused allowance does not carry over** to the next month and has no cash value.

6.3 Anything that is not a minor change, or that goes beyond your monthly allowance, is **chargeable**: either as a bolt-on at the monthly price we quote, or as a one-off piece of work at the hourly rate in the Order. **We will tell you the price, and you must agree it in writing (email is fine), before we start.** We decide in good faith whether a request is a minor change, and we will explain why if we think it is not.

6.4 Work on something you have asked for does not include ongoing support for third-party products that are not part of Precinct.

7. Things you are responsible for

Precinct relies on accounts and services that belong to you. You are responsible for keeping them working, paid for and secure, including:

- your email accounts, mailboxes and domain names that are connected to Precinct, and the Microsoft 365 or other subscriptions and licences behind them;
- any sign-in, app registration, password, key or permission you have set up so that Precinct can work with your systems;
- your own devices, internet connection, web browser and network;

- any other software of your own that sends information to Precinct;
- the content of every message you send to your customers through Precinct, **including anything suggested by its AI features**, and the wording of any automatic-message templates you approve, and having a lawful reason to contact each person you message.

7.1 You must tell us by email to the support address in the Order **at least 5 working days before** you cancel, change, rename, move or remove any of the items above that are connected to Precinct, so that we can plan the work. If you do not, the Service may stop working until the problem is fixed.

8. Chargeable work caused by you

8.1 **Work to fix a problem that you, your staff or your other suppliers caused is not included in your fee and is charged at the hourly rate in the Order**, in units of 15 minutes, with a minimum charge of 15 minutes. This applies even if you still have minor-change allowance left.

Examples include:

- cancelling, changing, renaming or moving an email address, mailbox, domain name or Microsoft 365 account that is connected to Precinct, or letting its subscription or licence lapse;
- changing or deleting a sign-in, app registration, password, secret, key or permission that Precinct relies on, or changing your domain's DNS records;
- asking us to reconnect, re-import, restore or undo data that you or your users deleted or changed;
- problems caused by your own devices, network, other software or other suppliers;
- dealing with the consequences of a breach of the Acceptable Use Policy, including any complaint or report about messages you sent.

8.2 Where we reasonably can, we will tell you that the work is chargeable before we start. If the Service is at risk or has stopped working, we may start straight away to protect it and your data, and tell you afterwards.

9. Fees and payment

9.1 You will pay the fees in the Order. All fees are in pounds sterling and **exclude VAT**, which is added at the current rate.

9.2 The set-up fee is invoiced when the Order is signed. The monthly fee is invoiced **monthly in advance**. Usage charges (for example text messages and AI) and chargeable work are invoiced **monthly in arrears**, using the figures recorded by Precinct and our providers.

9.3 Invoices are due within **14 days**. We may charge interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

9.4 If an invoice is more than 30 days overdue, we may suspend the Service after giving you 7 days' written notice. Fees remain payable while the Service is suspended.

9.5 The monthly fee is fixed for the Initial Period. After that, we may change it once a year with at least 60 days' written notice. Usage prices depend on our providers' prices: if a provider's price to us goes up, we may change the usage price with 30 days' written notice.

10. Support and availability

10.1 We provide support by the contact and during the hours set out in the Order.

10.2 We aim to keep Precinct available at all times, but we do not promise that it will be uninterrupted or free of faults. We will try to carry out planned maintenance outside your working hours and to give you notice where we can.

10.3 We back up Customer Data **every night**. Copies are kept away from the server that runs Precinct, and we test that they can be restored. How backups are protected, and how long they are kept, is set out in the Data Processing Agreement.

11. Other providers

11.1 Some features rely on services run by others, such as your email provider, text-message and AI providers, and our hosting and security providers. The providers we use are listed in the Data Processing Agreement. We are responsible for the providers we choose, but not for faults in the public internet, mobile networks, your own providers or your own systems.

11.2 We may use **QLine IT Limited** (company number 07500720), our associated IT support company, to provide support and other parts of the Service on our behalf. We remain responsible for everything it does for you.

11.3 Texts and emails are delivered by third-party networks. We cannot guarantee that every message arrives or when.

12. Suspending the Service

12.1 We may suspend all or part of the Service, including text messages, **straight away** if we reasonably believe that the Service is being misused, the Acceptable Use Policy has been broken, the security of the Service or anyone's data is at risk, or a provider or regulator requires it. We will tell you why as soon as we can, and restore the Service once the problem is resolved. Fees remain payable while the Service is suspended.

13. Ending the Agreement for misuse

13.1 We may end the Agreement **immediately by written notice** if you, or anyone using Precinct through your account:

- seriously break, or repeatedly break, the Acceptable Use Policy, including by sending unlawful, unwanted or abusive text messages or emails;
- break the clause "What you must not do";
- cause us to receive a fine, penalty, block, complaint or regulatory action from a text-message provider, mobile network, email provider or regulator;
- seriously break any other part of the Agreement and do not put it right within 14 days of being asked to.

13.2 **If we end the Agreement under this clause, you must pay us:** (a) all fees and charges due up to the date it ends; (b) **the monthly fees for the rest of the current Initial Period or renewal period**, which reflect the cost to us of providing and supporting a service committed for that period; and (c) **our reasonable costs** of dealing with the misuse, including our time at the hourly rate in the Order and any fine, charge or penalty imposed on us by a provider, network or regulator because of it.

13.3 You will reimburse us for any claim, fine or loss we suffer because of messages or content you sent or stored through Precinct, or your breach of the Acceptable Use Policy.

14. Your data

14.1 You decide what Customer Data goes into Precinct and why. You are the **controller** and we are your **processor**, as set out in the Data Processing Agreement.

14.2 Within 14 days of the Agreement ending, you may ask for **one full export of your Customer Data, including attachments**, in a reasonably standard machine-readable format. We will provide this free of charge within 14 days of your request. Further exports during the Agreement are chargeable work.

14.3 30 days after the Agreement ends, and after any export you have asked for, we will delete your Customer Data from Precinct. All backup copies are then deleted within 90 days, unless the law requires us to keep them.

15. Confidentiality

15.1 Each of us will keep the other's confidential information confidential and use it only for the Agreement. For us, that includes how Precinct works, its design, documentation and pricing, and any code or technical information you see. For you, it includes your data and business information.

15.2 This does not apply to information that is public through no fault of the recipient, was already lawfully known, or must be disclosed by law. This clause continues after the Agreement ends.

16. Liability

16.1 Nothing in the Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

16.2 Neither of us is liable for loss of profit, revenue, business, goodwill or anticipated savings, or for indirect or consequential loss.

16.3 Our total liability under or in connection with the Agreement in any 12-month period is limited to **the fees you paid us in the 12 months before the event that caused the claim**.

16.4 The limits in this clause do not apply to your obligation to pay fees and charges, or to your obligations in the clauses "What you must not do" and "Ending the Agreement for misuse".

17. How long the Agreement lasts, and ending it

17.1 The Agreement starts on the Start Date in the Order and lasts for the **Initial Period** in the Order. After that it continues on the renewal terms in the Order until either of us ends it as allowed there.

17.2 **You cannot end the Agreement early during the Initial Period** or a renewal period for convenience. If you stop using the Service, the fees for the rest of that period remain payable.

17.3 Either of us may end the Agreement immediately by written notice if the other becomes insolvent. You may end it by written notice if we seriously break it and do not put that right within 30 days of being asked to.

17.4 When the Agreement ends, your right to use Precinct stops, you pay any fees due up to that date, and the clause "Your data" applies.

18. Changes to these terms and the Acceptable Use Policy

18.1 We may update the Acceptable Use Policy, and these Master Terms, by giving you at least 30 days' written notice. A change that makes things materially worse for you does not apply to you until your next renewal, unless the law or a provider requires it sooner.

19. General

19.1 You may not transfer the Agreement without our written consent. We may transfer it to another company in our group (including QLine IT Limited) or to a buyer of the Precinct business, and will tell you if we do.

19.2 Notices must be in writing, by email to the addresses in the Order, or by post to the addresses in the Order.

19.3 The Agreement is the whole agreement between us about Precinct. Changes to an Order must be in writing and signed by both of us. Agreeing the price of chargeable work by email does not change the Order.

19.4 Neither of us is responsible for delays caused by events outside our reasonable control.

19.5 The Agreement is governed by the law of **England and Wales**, and the courts of England and Wales have exclusive jurisdiction.