



# BidScript

## TERMS OF SERVICE

**Last updated 11/11/2025**

### **1. AGREEMENT TO TERMS**

1.1 These Terms of Service (“Terms”) constitute a binding agreement between you (“Customer”, “you”) and BidScript Ltd, a company registered in England and Wales (Company No. 15669402), whose registered office is at Bruntwood Station House, New Stamford Road, Altrincham, Cheshire, WA14 1EP (“BidScript”, “we”, “us”, “our”).

1.2 By creating an account, subscribing to, or otherwise using the BidScript software platform, website, or support services (together, the “Services”), you confirm that you have read, understood, and agree to be bound by these Terms.

If you do not agree, you must not use the Services.

1.3 If you have signed a separate written agreement with BidScript (for example, an Enterprise Software as a Service Agreement), that agreement will prevail over these Terms to the extent of any inconsistency.

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### **2. COMMENCEMENT AND TERM**

2.1 Your subscription begins on the date you first access the Services or pay the applicable subscription fees (the “Commencement Date”) and will continue for the initial subscription period selected at sign-up (“Initial Term”).

2.2 Unless cancelled in accordance with Clause 5, your subscription will automatically renew for successive renewal periods of the same duration (“Renewal Term”).

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### **3. RIGHTS TO USE THE SERVICES**

3.1 Subject to payment of applicable fees and compliance with these Terms, BidScript grants you a limited, non-exclusive, non-transferable right to access and use the Services during the subscription term for your internal business purposes only.

3.2 Each user licence or “seat” is for one named individual and cannot be shared between multiple users.

3.3 You must not:

- copy, modify, or create derivative works of the Services;

- attempt to reverse-engineer or extract source code;
- resell, sub-license, or provide access to third parties;
- use the Services to transmit unlawful, infringing, or malicious material; or
- use the Services in violation of law or regulation.

3.4 All intellectual property rights in the Services, software, and documentation remain the exclusive property of BidScript or its licensors. You retain ownership of all data you input into the Services (“Customer Data”).

3.5 You grant BidScript a non-exclusive, royalty-free licence to host, store, process, and transmit Customer Data solely as required to provide the Services.

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## 4. FEES AND PAYMENT

4.1 Subscription fees are set out on our website or in your order form and are payable in advance via Stripe or any other approved payment processor.

4.2 By subscribing, you authorise BidScript (and its payment processor) to automatically charge your chosen payment method on a recurring basis until you cancel your subscription.

4.3 All fees are exclusive of VAT or other applicable taxes.

4.4 If a payment fails or remains unpaid for more than 30 days after notice, BidScript may:

- suspend or restrict your access to the Services; and/or
- charge interest on overdue amounts at 2% above the Bank of England base rate.

4.5 Fees are non-refundable except where required by law. For renewals, BidScript may adjust fees by providing at least 30 days’ notice prior to the renewal date.

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## 5. CANCELLATION AND TERMINATION

5.1 You may cancel your subscription at any time by providing written notice through your account or to [support@bidscrip.co.uk](mailto:support@bidscrip.co.uk). Cancellation will take effect at the end of your current billing cycle.

5.2 BidScript may terminate or suspend access to the Services immediately if you:

- breach these Terms;
- fail to pay fees when due; or
- engage in unlawful or abusive conduct.

5.3 Upon termination or expiry:

- all rights to use the Services cease immediately; and
- BidScript will, upon written request, return or delete Customer Data within 30 days, unless required by law to retain it.

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## **6. SERVICE AVAILABILITY AND SUPPORT**

6.1 BidScript will use reasonable efforts to make the Services available 99.9% of the time each month, excluding scheduled maintenance or events outside our control.

6.2 Scheduled maintenance will be communicated at least 48 hours in advance where possible.

6.3 Support is available during UK business hours (Monday–Friday, 9:00 a.m.–5:00 p.m., excluding public holidays). Critical incidents (P1 issues) are supported 24/7 at [support@bidscript.co.uk](mailto:support@bidscript.co.uk).

6.4 If we fail to meet our uptime commitment, we may, at our discretion, issue service credits up to 5% of the affected month's subscription fee.

Service credits are your sole remedy for downtime.

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## **7. DATA PROTECTION**

7.1 Each party shall comply with applicable UK Data Protection Laws, including the UK GDPR and the Data Protection Act 2018.

7.2 You act as data controller and BidScript acts as data processor when processing Customer Data. BidScript will:

- process personal data only on your instructions;
- implement appropriate technical and organisational security measures;
- ensure staff confidentiality;
- notify you of any personal data breach without undue delay; and
- delete or return data upon termination unless required by law.

7.3 Further details are set out in our Privacy Policy available at [www.bidscript.co.uk/privacy](http://www.bidscript.co.uk/privacy).

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## **8. CONFIDENTIALITY**

8.1 Each party must keep confidential all non-public information received from the other and use it only for purposes of performing or receiving the Services.

8.2 This obligation does not apply to information that is publicly available, lawfully known, received from a third party without restriction, or required to be disclosed by law.

8.3 Confidentiality obligations survive termination for three (3) years.

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## **9. LIMITATION OF LIABILITY**

9.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

9.2 Subject to Clause 9.1, BidScript is not liable for:

- loss of profits, revenue, goodwill, business, or data;
- indirect, special, or consequential losses.

9.3 BidScript's total liability arising out of or relating to these Terms shall not exceed the greater of (a) £50,000 or (b) the total fees paid by you in the 12 months preceding the claim.

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## **10. INTELLECTUAL PROPERTY INDEMNITY**

You shall indemnify and hold BidScript harmless from losses arising from your use of the Services in breach of these Terms or any applicable law.

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## **11. SITE USE AND RESTRICTIONS**

You must not use the Site or Services to:

- distribute unlawful, defamatory, or harmful material;
- gain unauthorised access to systems or data;
- upload viruses or malicious code; or
- interfere with system operation or security.

BidScript may monitor usage and suspend accounts involved in abuse or security violations.

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## **12. CHANGES TO THESE TERMS**

BidScript may update these Terms from time to time.

Updated Terms will be posted on our website with a revised "Last Updated" date.

Your continued use of the Services after any update constitutes acceptance of the new Terms.

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## **13. MARKETING AND PUBLICITY**

13.1 You grant BidScript a limited, non-exclusive, royalty-free licence to use your name, logo, and trade marks solely for the purpose of identifying you as a customer on BidScript's website, in presentations, and in marketing materials.

13.2 BidScript will use such marks in accordance with any reasonable brand guidelines you provide.

13.3 If you prefer not to be listed publicly, you may opt out at any time by notifying us in writing at [support@bidscript.co.uk](mailto:support@bidscript.co.uk), and we will remove your name and logo within a reasonable period.

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## 14. GOVERNING LAW AND JURISDICTION

These Terms and any related dispute are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

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## 15. CONTACT

For any questions, complaints, or legal notices, please contact:

BidScript Ltd  
Bruntwood Station House  
New Stamford Road, Altrincham, Cheshire, WA14 1EP  
 [support@bidscript.co.uk](mailto:support@bidscript.co.uk)  
 07503 032856