

# Finch Cyber Limited

## General Terms and Conditions for the Supply of Services

Finch Cyber Limited  
2nd Floor Parkgates, Prestwich, Manchester, M25 0TL

### 1. Definitions

- 1.1 "**Finch Cyber**" refers to Finch Cyber Limited.
- 1.2 "**Client**" refers to the entity or individual engaging Finch Cyber for services.
- 1.3 "**Services**" refers to the specific offerings provided by Finch Cyber, including, but not limited to, Cyber Security Awareness Workshops, Incident Response Planning, Digital Footprint Assessments, and 24/7 Personal Device Protection.

### 2. Scope of Services

2.1 Finch Cyber provides services under three core pillars:

- **Educate:** Includes workshops and training focused on cybersecurity awareness and incident response planning.
- **Discover:** Encompasses corporate and executive digital footprint assessments to identify potential vulnerabilities.
- **Protect:** Involves ongoing monitoring and alerting for data leaks, and digital protection of personal devices.

2.2 Services will be delivered as specified in the individual contract, including scope, timelines, and fees.

2.3 Individual services on a case-by-case basis may be contracted alongside individual service or scope specific Terms and Conditions.

### 3. Client Obligations

3.1 The Client agrees to provide accurate and complete information necessary for Finch Cyber to deliver the Services effectively.

3.2 The Client will cooperate with Finch Cyber and grant access to necessary resources, personnel, and systems for the fulfilment of the Services.

3.3 For digital footprint and data monitoring services, the Client consents to Finch Cyber's use of open-source intelligence (OSINT) and authorised monitoring tools, with full adherence to privacy and compliance regulations. More information will be provided in service-specific Terms and Conditions.

### 4. Confidentiality and Data Protection

4.1 Finch Cyber adheres to strict confidentiality standards. All data gathered will be treated as confidential and handled in compliance with GDPR and other applicable data protection regulations.



4.2 Data retention will follow Finch Cyber's data retention policy, with collected project information securely deleted or anonymised within 14 days of project completion, unless otherwise specified by contractual obligations.

4.3 Finch Cyber will implement reasonable security measures to protect the Client's data from unauthorised access, loss, or disclosure.

## 5. Intellectual Property

5.1 All reports, training materials, and proprietary methodologies provided by Finch Cyber remain the intellectual property of Finch Cyber unless otherwise agreed in writing.

5.2 Sensitive information contained within these materials will be sanitised and/or anonymised if necessary for the fulfilment of services relating to individual personnel and disclosed only upon written authorisation by that individual(s).

5.3 The Client may use the materials provided only for the intended purpose as agreed in the contract and may not reproduce, distribute, or disclose them without prior written consent from Finch Cyber.

5.4 The Client must not record, film, or otherwise capture any Finch Cyber training sessions, workshops, or consultations - whether in person or online - without prior written consent from Finch Cyber. Any unauthorised recording will constitute a breach of these Terms and Conditions.

5.5 Nothing in this agreement transfers ownership of the Client's pre-existing materials, data, or trademarks to Finch Cyber.

## 6. Fees and Payment

6.1 Fees for Services will be outlined in the service agreement. All invoices are due within 30 days from the invoice date unless otherwise specified.

6.2 Late payments will not incur interest. However, any reasonable costs incurred by the Company in recovering late payments shall be chargeable to the Client.

6.3 If any invoice is not paid in full within two calendar days of its due date, the Company reserves the right to charge a late payment fee of **£50 per day** (ex. VAT) on the outstanding amount. The late payment fee shall accrue on a daily basis from the expiry of the grace period until payment is received in full. This late payment fee is a contractual charge (and not interest) and is payable in addition to any recovery costs chargeable under clause 6.2.

6.4 Finch reserves the right to postpone or suspend delivery of services where prior due payment has not been received.

## 7. Limitation of Liability

7.1 Finch Cyber will perform the Services with reasonable care and skill; however, it does not guarantee that the Services will identify or eliminate all security vulnerabilities.

7.2 To the maximum extent permitted by law, Finch Cyber's liability for any damages arising from the Services is limited to the total fees paid by the Client for the relevant service(s).



7.3 Finch Cyber shall not be liable for any indirect, consequential, or incidental damages, including, but not limited to, loss of profits, data, or business interruption.

## **8. Warranties and Disclaimers**

8.1 Finch Cyber warrants that it has the required expertise to provide the Services agreed upon and will make reasonable efforts to perform in accordance with professional standards.

8.2 Except as expressly stated in this agreement, Finch Cyber makes no other warranties, express or implied, regarding the Services.

## **9. Termination**

9.1 Either party may terminate any agreement relating to ongoing services within fifteen (15) days of the date of signing of the contract by notifying the other party by any reasonable means. After this fifteen (15) day period, the agreement may not be terminated, unless otherwise expressly permitted under the applicable service-specific Terms and Conditions.

## **10. Governing Law and Jurisdiction**

10.1 These terms and conditions are governed by the laws of England and Wales. Any disputes arising from this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **11. Amendments**

11.1 Finch Cyber reserves the right to amend these terms and conditions without written notice to the Client.

11.2 If the Client does not agree to the amended terms, the Client may terminate the agreement within 14 days of receiving notice, without penalty.

11.3 Continued use of Services after this period constitutes acceptance of the amended terms.

## **12. Miscellaneous**

12.1 If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect.

12.2 These terms, together with any service-specific agreement, represent the entire agreement between the parties concerning the Services.

## **13. Scheduling, Cancellation, and Delays**

### **13.1 Agreed Work and Scheduling**

- Once a service schedule has been agreed upon and confirmed in writing, Finch Cyber will reserve the necessary resources, including consultants and any third-party arrangements, to fulfil the agreed scope of work.
- Finch Cyber will make all reasonable efforts to deliver the Services as scheduled. Changes to scheduled work are subject to mutual agreement between Finch Cyber and the Client and may be subject to additional fees if changes impact resource allocation or availability.

### **13.2 Client Cancellation and Rescheduling Policy**

- Notice Period: If the Client needs to cancel or reschedule a scheduled engagement, Finch Cyber requires a minimum of 10 business days' written notice prior to the scheduled start date.
- Cancellation Fees: Cancellations made with less than 10 business days' notice will incur a cancellation fee as outlined below to cover Finch Cyber's administrative costs, preparation time, and lost scheduling opportunities:
  - **Between 6 and 10 business days** prior to the scheduled start date: a fee equal to **25%** of the scheduled service fee.
  - **Within 5 business days** of the scheduled start date: a fee equal to **50%** of the scheduled service fee
  - **Within 2 business days** of the scheduled start date: a fee equal to **75%** of the scheduled service fee
- Rescheduling: Rescheduling within the same notice periods will incur the same fees as cancellations at the discretion of Finch Cyber. No guarantees may be provided regarding availability for rescheduling and will be subject to Finch consultant availability.
- Reimbursement of Costs: The Client will also be responsible for any pre-booked, non-refundable expenses incurred by Finch Cyber in relation to the scheduled work, including, but not limited to, travel and accommodation costs.

### 13.3 Client Delay and Payment Terms

- Non-payment: If the Client fails to make payment by the required due date for any work that has been confirmed and scheduled, the Company may suspend performance of all ongoing Services until payment is received. If payment is not made within a reasonable period following notice of suspension, the Company may cancel the engagement. Any such cancellation will be deemed a Client-initiated cancellation and will be subject to the cancellation fees outlined above.
- Scheduling Period: The Client must schedule the agreed work for delivery within 12 months from the date of signing the contract. If the work is not scheduled within this period, Finch Cyber reserves the right to treat the contract as fulfilled or to re-quote for delivery at updated rates and terms.
- Scheduling Exceptions: If the Client has made reasonable and documented efforts to organise the delivery of work within the 12-month period, but Finch Cyber is unable to accommodate delivery due to availability or scheduling constraints, an exception will be made and the work will remain valid beyond the 12-month timeframe without penalty to the Client.

### 13.4 Finch Cyber's Right to Reschedule

- Finch Cyber reserves the right to reschedule any agreed work due to unforeseen circumstances, including illness or unavailability of essential consultants. In such cases, Finch Cyber will promptly notify the Client and reschedule the engagement at the earliest mutually agreeable date, without any penalty to the Client.

### 13.5 Force Majeure

- General: Neither Finch Cyber nor the Client shall be liable for delays or cancellations due to circumstances beyond reasonable control, including acts of nature, government restrictions, or any

other event deemed a force majeure. In such cases, Finch Cyber and the Client will work together to reschedule the engagement at a mutually agreeable date.

- **Travel Disruptions:** Finch Cyber shall not be held responsible for travel-related issues such as train delays, cancellations, or other transport disruptions beyond its control. In such instances, Finch Cyber will not charge any additional costs to the Client and will reschedule the affected work for delivery on an alternative mutually agreed date.

## 15. Scope of Terms and Conditions

- These Terms and Conditions apply to all Finch Cyber services unless superseded by service-specific Terms and Conditions issued in appended documents, proposals, or contracts. Where such service-specific Terms and Conditions exist, they shall take precedence over the general Terms and Conditions contained herein.

## 16. Contact Information

For questions, requests, or concerns regarding this policy, please contact us at:

- **Email:** [contact@finchcyber.com](mailto:contact@finchcyber.com)
- **Address:** Finch Cyber Limited, 2nd Floor Parkgates, Prestwich, Manchester, M25 0TL

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