Terms & Conditions of Service

Zerity Limited — The Operating System for Logistics Operations

Company:	Zerity Limited
Company Number:	14348190
Registered Office:	Elizabeth House, Victoria Street, Openshaw, Manchester, M11 2NX
Website:	zerity.co.uk

These Terms and Conditions govern your use of the Zerity platform and all related services. By accessing or using the Platform, 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 Platform.

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1. Definitions and Interpretation

In these Terms, the following definitions apply:

"Agreement" means these Terms and Conditions, together with the Privacy Policy and any Order Form or subscription confirmation.

"Authorised Users" means the employees, agents, or contractors of the Customer who are authorised to access and use the Platform on the Customer's behalf.

"Compliance Features" means the IR35 status tracking, HMRC UTR/VAT validation, DVLA licence verification, document expiry monitoring, and related regulatory tools available within the Platform.

"Contractor" or **"Driver"** means a self-employed individual engaged by the Customer to perform delivery, courier, or logistics services, whose data is processed through the Platform.

"Customer", **"you"**, or **"your"** means the business entity or individual that subscribes to and uses the Platform for managing logistics operations.

"Customer Data" means all data, information, documents, and materials uploaded, submitted, or generated by or on behalf of the Customer through the Platform, including Contractor Data.

"Contractor Data" means personal and operational data relating to Contractors/Drivers, including identity documents, driving licences, compliance records, payment information, performance metrics, and vehicle inspection records.

"Fees" means the subscription charges payable by the Customer as set out in the applicable pricing plan or Order Form.

"Platform" means the Zerity web application, mobile applications, APIs, and all associated services accessible at zerity.co.uk or any successor domain.

"Services" means all functionality provided through the Platform, including onboarding, compliance management, fleet management, invoicing and payments, risk and incident reporting, performance and retention tools, and asset tracking.

"Subscription Period" means the period for which the Customer has subscribed to use the Platform, as specified in the Order Form or upon sign-up.

"We", **"us"**, **"our"**, or **"Zerity"** means Zerity Limited, a company registered in England and Wales under company number 14348190, with its registered office at Elizabeth House, Victoria Street, Openshaw, Manchester, M11 2NX.

2. About Zerity and Our Services

2.1 Zerity is an all-in-one operating system designed specifically for UK logistics and courier companies. The Platform enables Customers to streamline their operations across multiple areas of their business.

2.2 The Services include, but are not limited to:

- **Digital Onboarding** — automated contractor onboarding with right-to-work verification, DBS checks, driving licence validation, digital contracts with e-signatures, and real-time status tracking;

- **Compliance Management** — real-time document tracking (driving licences, insurance, right to work, vehicle MOT, DBS checks, training certificates), IR35 status tracking, UTR and VAT validation via HMRC, document expiry alerts, and audit-ready compliance reports;
- **Fleet and Vehicle Management** — daily digital vehicle inspections with photo capture and GPS, defect management workflows, MOT and insurance tracking with renewal reminders, and damage recovery processing;
- **Invoicing and Payments** — auto-generated invoices from delivery data, one-click payment runs for contractors, instant dispute resolution, and financial reporting and analytics;
- **Risk and Incident Management** — digital risk assessments, photo-based incident reporting with real-time notifications, training records management, and full audit trails;
- **Performance and Retention** — automated performance recognition, leaderboards, milestone rewards, and retention analytics;
- **Asset Tracking** — QR code tagging for equipment, real-time custody tracking, equipment reservations, and full lifecycle management from procurement to disposal.

2.3 We reserve the right to modify, update, or enhance the Services at any time to improve functionality, security, or compliance. We will provide reasonable notice of any material changes that may affect your use of the Platform.

3. Account Registration and Eligibility

3.1 To use the Platform, you must register for an account by providing accurate, current, and complete information. You must be at least 18 years of age and have the legal authority to enter into this Agreement on behalf of the Customer.

3.2 You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately at support@zerity.co.uk of any unauthorised access or use of your account.

3.3 You may grant access to Authorised Users within your organisation. You remain responsible for all actions taken by your Authorised Users and must ensure they comply with these Terms.

3.4 We reserve the right to refuse registration or suspend any account if we reasonably believe the information provided is inaccurate, incomplete, or fraudulent.

4. Subscription Plans and Fees

4.1 Access to the Platform requires a paid subscription. The standard Fee is **£3.00 (three pounds) plus VAT per Active User per week**. An "Active User" is any Contractor or Driver who has been active on the Platform during the relevant billing week (Monday to Sunday).

4.2 Fees are calculated and invoiced weekly in arrears, at the end of each billing week, based on actual usage during that week. Payment is due within 7 days of the invoice date unless otherwise agreed in writing.

4.3 All Fees are quoted exclusive of VAT. VAT will be charged at the applicable rate in addition to the Fees.

4.4 Fees are non-refundable except where expressly stated in these Terms or required by applicable law. As Fees are charged in arrears based on actual usage, no refund will typically be due.

4.5 We may adjust the per-Active-User Fee by giving you at least 30 days' written notice. If you do not agree to the revised Fees, you may terminate your subscription before the new pricing takes effect.

4.6 If any invoice remains unpaid for more than 14 days after the due date, we reserve the right to: (a) charge interest on overdue amounts at a rate of 4% above the Bank of England base rate; (b) suspend access to the Platform until payment is received; and (c) pursue the outstanding balance through debt recovery procedures.

5. Free Trial

5.1 We may offer a 14-day free trial of the Platform. During the trial period, you will have access to the Platform's features as specified at the time of registration. No credit card is required to start a trial.

5.2 At the end of the trial period, your access will be suspended unless you subscribe to a paid plan. Any data entered during the trial will be retained for a reasonable period to allow you to subscribe, after which it may be deleted.

5.3 Free trials are limited to one per Customer. We reserve the right to withdraw or modify trial offers at any time.

6. Your Obligations

As a Customer of the Platform, you agree to:

- use the Platform only for lawful purposes related to managing your logistics, courier, or delivery operations;
- ensure that all information and data you upload or provide (including Contractor Data) is accurate, up-to-date, and obtained with all necessary consents;
- comply with all applicable laws and regulations, including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, employment and tax legislation (including IR35), and HMRC regulations;
- maintain appropriate security measures for your account, including strong passwords and, where available, multi-factor authentication;
- not share your account credentials with any third party outside of your Authorised Users;
- promptly notify us of any changes to your business details, including company name, registered address, or contact information;
- ensure that Contractors/Drivers whose data is processed through the Platform have been informed of such processing and have provided any necessary consents in accordance with applicable data protection law.

7. Acceptable Use Policy

7.1 You must not use the Platform to:

- upload, store, or transmit any content that is unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable;
- attempt to gain unauthorised access to any part of the Platform, other accounts, computer systems, or networks connected to the Platform;
- reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform;
- use the Platform to transmit any viruses, worms, trojans, or other malicious code;
- use automated tools (bots, scrapers, crawlers) to access the Platform except through our published APIs;
- sublicense, resell, or make the Platform available to any third party other than your Authorised Users and Contractors;
- use the Platform for any purpose other than managing your legitimate logistics and delivery operations;
- interfere with or disrupt the integrity or performance of the Platform.

7.2 We reserve the right to investigate any suspected breach of this Acceptable Use Policy and may, at our sole discretion, suspend or terminate your access to the Platform immediately if a breach is confirmed.

8. Data, Privacy and GDPR Compliance

8.1 We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Our full Privacy Policy is available at zerity.co.uk/privacy-policy and forms part of this Agreement.

8.2 In respect of Customer Data that constitutes personal data:

- The Customer acts as the **Data Controller** and Zerity acts as the **Data Processor** for the purposes of UK GDPR;
- We will only process personal data on your documented instructions and for the purpose of providing the Services;
- We implement appropriate technical and organisational measures to protect personal data, including bank-level encryption, access controls, and regular security assessments;
- We will assist you in responding to data subject access requests and other rights under UK GDPR;
- We will notify you without undue delay upon becoming aware of a personal data breach;
- On termination of this Agreement, we will delete or return all personal data as requested, subject to any legal retention obligations.

8.3 Where a separate Data Processing Agreement (DPA) is required, we will enter into one upon request. In the event of any conflict between the DPA and these Terms, the DPA shall prevail in relation to data

processing matters.

9. Contractor and Driver Data

9.1 The Platform processes sensitive Contractor Data including, but not limited to:

- identity documents (passport, right to work documentation, DBS certificates);
- driving licence information and DVLA verification data;
- tax information (UTR numbers, VAT registration status, IR35 determinations);
- vehicle details and daily inspection records (including photographs and GPS data);
- payment and banking details for invoice processing;
- performance data, delivery metrics, and incident reports;
- training records and health and safety documentation.

9.2 You are responsible for ensuring that you have a lawful basis under UK GDPR for processing Contractor Data through the Platform. This typically includes contractual necessity (Article 6(1)(b)) and legal obligations (Article 6(1)(c)).

9.3 You must provide Contractors with a clear and transparent privacy notice that explains how their data will be processed through the Platform, including the categories of data collected, the purposes of processing, data retention periods, and their rights under UK GDPR.

9.4 Contractor Data will be retained for the duration of your subscription and for such additional period as may be required by law (including HMRC record-keeping requirements of up to 6 years). On termination, we will provide a data export facility to allow you to retrieve Contractor Data before deletion.

10. Compliance Features Disclaimer

10.1 The Platform provides tools and features designed to assist you with regulatory compliance, including IR35 status tracking, HMRC UTR/VAT validation, DVLA driving licence checks, MOT verification, and document expiry monitoring. These features are provided as **guidance and operational tools only**.

10.2 **Zerity does not provide legal, tax, or regulatory advice.** The Compliance Features are not a substitute for professional legal or accountancy advice. You remain solely responsible for:

- making correct IR35 status determinations for your Contractors;
- ensuring compliance with HMRC requirements relating to contractor payments, PAYE, and National Insurance;
- verifying the right to work status of individuals you engage;
- complying with all applicable road transport, fleet safety, and health and safety regulations;
- meeting your obligations under the Employment Rights Act, the Modern Slavery Act, and any other applicable legislation.

10.3 While we endeavour to ensure that information provided by the Platform (including data sourced from HMRC, DVLA, and other third-party verification services) is accurate and up-to-date, we do not warrant that such information is complete, accurate, or error-free. You should independently verify any critical compliance information before relying upon it.

10.4 Zerity shall not be liable for any penalties, fines, or losses arising from your reliance on the Compliance Features without obtaining independent professional advice where appropriate.

11. Intellectual Property

11.1 All intellectual property rights in the Platform, including its software, design, graphics, text, interfaces, and underlying technology, are and shall remain the exclusive property of Zerity Limited.

11.2 Subject to payment of the applicable Fees and compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform during the Subscription Period solely for your internal business operations.

11.3 You retain all rights in your Customer Data. By uploading Customer Data to the Platform, you grant us a limited licence to process, store, and display such data solely for the purpose of providing the Services to you.

11.4 We may use anonymised, aggregated data derived from your use of the Platform for the purposes of improving our Services, generating industry benchmarks, and conducting analytics, provided that such data cannot reasonably be used to identify you, your business, or any individual Contractor.

12. Platform Availability and Support

12.1 We target 99.99% platform uptime and will use commercially reasonable efforts to maintain the availability of the Platform. However, we do not guarantee uninterrupted access and shall not be liable for any downtime or service interruption.

12.2 We may periodically carry out scheduled maintenance, during which the Platform may be temporarily unavailable. We will endeavour to provide reasonable advance notice of any planned maintenance.

12.3 Support is available via email at support@zerity.co.uk. We aim to respond to all support queries within one business day, though response times may vary depending on the nature and complexity of the issue.

13. Third-Party Integrations

13.1 The Platform integrates with third-party services, including but not limited to HMRC systems, DVLA databases, payment processors, carrier networks (such as Amazon, DPD, DHL, and others), and identity verification providers.

13.2 We are not responsible for the availability, accuracy, or performance of third-party services. Your use of third-party integrations may be subject to additional terms and conditions imposed by those providers.

13.3 We do not warrant that third-party verification results (including HMRC, DVLA, or DBS checks) are complete or error-free. Such results are provided as received from the relevant third-party source.

14. Limitation of Liability

14.1 Nothing in these Terms excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be lawfully excluded or limited.

14.2 Subject to clause 14.1, our total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Fees paid by you in the 12-month period immediately preceding the event giving rise to the claim.

14.3 Subject to clause 14.1, we shall not be liable for any:

- indirect, incidental, special, consequential, or punitive damages;
- loss of profits, revenue, business, anticipated savings, or goodwill;
- loss of or damage to data (except where caused by our breach of data protection obligations);
- losses arising from your reliance on the Compliance Features without independent professional advice;
- losses arising from the acts or omissions of third-party service providers;
- losses arising from a force majeure event (as defined in clause 20.5).

15. Indemnification

15.1 You agree to indemnify, defend, and hold harmless Zerity Limited, its directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- your breach of these Terms or any applicable law;
- your misuse of the Platform;
- your processing of Contractor Data in breach of data protection legislation;
- any employment status disputes, IR35 determinations, or tax liabilities relating to your Contractors;
- any claim by a Contractor, Driver, or third party arising from your operations managed through the Platform.

16. Term, Suspension and Termination

16.1 This Agreement commences on the date you first access the Platform and shall continue for the Subscription Period. Unless either party provides written notice of non-renewal at least 30 days before the end of the then-current Subscription Period, the subscription will automatically renew for successive periods of the same length.

16.2 We may suspend your access to the Platform immediately if:

- you fail to pay any Fees when due;
- we reasonably believe you are in breach of these Terms or the Acceptable Use Policy;
- your use of the Platform poses a security risk to the Platform or other users;
- we are required to do so by law or by a regulatory authority.

16.3 Either party may terminate this Agreement immediately by written notice if the other party: (a) commits a material breach that is not remedied within 14 days of receiving written notice of such breach; or (b) becomes insolvent, enters administration, or has a receiver appointed over its assets.

16.4 You may terminate your subscription at any time by providing written notice to support@zerity.co.uk. Termination will take effect at the end of the current Subscription Period. No refund will be issued for any remaining unused portion of the Subscription Period.

17. Effects of Termination

17.1 Upon termination or expiry of this Agreement:

- your right to access and use the Platform will cease immediately;
- we will provide you with access to a data export facility for a period of 30 days following termination, enabling you to download your Customer Data, including all Contractor records, compliance documents, vehicle inspection history, payment records, and asset tracking data;
- after the 30-day export period, we will securely delete all Customer Data from our systems, except where retention is required by law (e.g., HMRC record-keeping requirements);
- all outstanding Fees become immediately due and payable;
- clauses that by their nature should survive termination (including clauses 8, 10, 11, 14, 15, 17, 18, and 20) shall continue in full force and effect.

18. Confidentiality

18.1 Each party agrees to keep confidential all information received from the other party that is designated as confidential or that ought reasonably to be considered confidential.

18.2 Confidential information may be disclosed: (a) to employees, advisors, or subcontractors who need to know it for the purposes of this Agreement and who are bound by equivalent confidentiality obligations; (b) as required by law, regulation, or court order; or (c) with the prior written consent of the disclosing party.

18.3 The obligations of confidentiality shall survive termination of this Agreement for a period of 3 years.

19. Changes to These Terms

19.1 We may update these Terms from time to time to reflect changes in our Services, applicable law, or business practices. We will provide at least 30 days' written notice of any material changes via email to the address associated with your account.

19.2 Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the updated Terms. If you do not agree to the changes, you may terminate your subscription in accordance with clause 16.4 before the changes take effect.

19.3 The current version of these Terms is always available at zerity.co.uk/terms.

20. General Provisions

20.1 Governing Law and Jurisdiction. This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

20.2 Entire Agreement. This Agreement, together with the Privacy Policy and any Order Form, constitutes the entire agreement between you and Zerity in relation to your use of the Platform and supersedes all prior agreements, representations, and understandings.

20.3 Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.4 Waiver. No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy.

20.5 Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events beyond the reasonable control of that party, including but not limited to acts of God, fire, flood, epidemic, pandemic, government action, war, terrorism, power failure, internet outage, or third-party system failure.

20.6 Assignment. You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. We may assign this Agreement to any affiliate or successor entity without your consent.

20.7 Notices. All notices under this Agreement must be in writing and sent by email: (a) to Zerity at support@zerity.co.uk; (b) to you at the email address associated with your account.

20.8 Third-Party Rights. Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it, and no such person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. Contact Us

If you have any questions about these Terms and Conditions, please contact us:

Company: Zerity Limited

Address: Elizabeth House, Victoria Street, Openshaw, Manchester, M11 2NX
Email: support@zerity.co.uk
Website: zerity.co.uk
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