

## Terms & Conditions

### Legal Document

Author Jeanette Savage	Date 30/04/2010	Document Number CCN-LGL-0688	Release 1.1
Reviewed By Ivan Wilson	Review Date 16/09/2011	Customer Approval(s)	
Released By Ivan Wilson	Release Date 16/09/2011		

## Contents

1.	Time & Materials Contract Terms & Conditions.....	3
1.1.	General .....	3
1.2.	Payment .....	3
1.3.	Cancellation.....	3
1.4.	Guarantee & Liability.....	3
2.	Deliverables Contract Terms & Conditions.....	4
2.1.	General .....	4
2.2.	Payment .....	4
2.3.	Cancellation.....	4
2.4.	Guarantee & Liability.....	4
3.	Product Contract Terms & Conditions .....	5
3.1.	General .....	5
3.2.	Prices and Payment.....	5
3.3.	Delivery .....	5
3.4.	Cancellation.....	5
3.5.	Returns.....	5
3.6.	Guarantee & Liability.....	6
4.	References .....	6
5.	Source Documents .....	6
6.	Abbreviations and Definitions .....	6
7.	Document History.....	6

Title	Release Date	Document Number	Release
Terms & Conditions	16/09/2011	CCN-LGL-0688	1.1

# 1. Time & Materials Contract Terms & Conditions

## 1.1. General

1. These Conditions of Sale are for business customers only.
2. Project work shall start upon receipt of the required purchase order and not before.
3. Acceptance of these terms and conditions shall be acknowledged by the client with a single purchase order for the full value of the proposal.
4. The proposal is only valid for 30 days. If no purchase order is received by then, the proposal shall be null and void.
5. The purchase order must specifically refer to the proposal by document number, and version.
6. Please note that we are not obliged to accept your order or offer you credit terms. No contract is made with you until work commences.

## 1.2. Payment

7. The proposal costs do not include VAT.
8. Full payment for the value of an invoice shall be made within 30 calendar days of receipt of invoice. This shall be considered the due date. The Client shall be considered to have received the invoice within 5 working days of dispatch of the invoice.
9. We accept payment by bank transfer, cheque or cash.
10. The Company reserves the right to halt work at any time whilst the account is overdue. We may share customer credit history information with relevant credit agencies.
11. We retain ownership of the project deliverables until paid for in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply you and to any money owing in respect of any transaction with you.
12. Under the Late Payment of Commercial Debts Regulations 2002, we can exercise our statutory right to charge interest and an administrative charge on all overdue invoices.
13. Each invoice shall be considered settled upon receipt of cleared funds.

## 1.3. Cancellation

14. You cannot cancel an order once we have accepted it, unless this is agreed in writing by our authorised representative.

## 1.4. Guarantee & Liability

15. All work is warranted for 12 months from delivery.
16. We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of our services. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.
17. The company shall not be responsible for late delivery of the product caused by delays in receiving commencement conditions and development hardware.
18. The Company grants the client of the product a non-exclusive right to use, reproduce, develop, distribute and sell the product.
19. The Company retains full rights to use, develop, distribute and sell the product as it sees fit.

Title	Release Date	Document Number	Release
Terms & Conditions	16/09/2011	CCN-LGL-0688	1.1

## 2. Deliverables Contract Terms & Conditions

### 2.1. General

1. These Conditions of Sale are for business customers only.
2. Project work shall start upon receipt of the required purchase order and not before.
3. Acceptance of these terms and conditions shall be acknowledged by the client with a single purchase order for the full value of the proposal.
4. The proposal is only valid for 30 days. If no purchase order is received by then, the proposal shall be null and void.
5. The purchase order must specifically refer to the proposal by document number, and version.
6. Please note that we are not obliged to accept your order or offer you credit terms. No contract is made with you until work commences.

### 2.2. Payment

7. The proposal costs do not include VAT.
8. Full payment for the value of an invoice shall be made within 30 calendar days of receipt of invoice. This shall be considered the due date. The Client shall be considered to have received the invoice within 5 working days of dispatch of the invoice.
9. We accept payment by bank transfer, cheque or cash.
10. The Company reserves the right to halt work at any time whilst the account is overdue. We may share customer credit history information with relevant credit agencies.
11. We retain ownership of the project deliverables until paid for in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply you and to any money owing in respect of any transaction with you.
12. Under the Late Payment of Commercial Debts Regulations 2002, we can exercise our statutory right to charge interest and an administrative charge on all overdue invoices.
13. Each invoice shall be considered settled upon receipt of cleared funds.

### 2.3. Cancellation

14. You cannot cancel an order once we have accepted it, unless this is agreed in writing by our authorised representative.

### 2.4. Guarantee & Liability

15. All work is warranted for 12 months from delivery.
16. We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of our services. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.
17. The company shall not be responsible for late delivery of the product caused by delays in receiving commencement conditions and development hardware.
18. The Company grants the client of the product a non-exclusive right to use, reproduce, develop, distribute and sell the product.
19. The Company retains full rights to use, develop, distribute and sell the product as it sees fit.

Title	Release Date	Document Number	Release
Terms & Conditions	16/09/2011	CCN-LGL-0688	1.1

## 3. Product Contract Terms & Conditions

### 3.1. General

1. These Conditions of Sale are for business customers only.
2. Goods are subject to availability and may vary from those advertised.
3. You must decide before ordering if the goods are suitable for your needs.
4. Please note that we are not obliged to accept your order or offer you credit terms. No contract is made with you until the goods are dispatched.

### 3.2. Prices and Payment

5. Our advertised prices do not include VAT and delivery. The price of the goods may be changed from the one advertised. Please confirm the price before you order.
6. We accept payment by bank transfer, cheque or cash.
7. Goods bought on credit must be paid for by 30 days from our invoice date. We may share customer credit history information with relevant credit agencies.
8. We retain ownership of the goods until paid for in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply you and to any money owing in respect of any transaction with you.
9. Under the Late Payment of Commercial Debts Regulations 2002, we can exercise our statutory right to charge interest and an administrative charge on all overdue invoices.
10. Any goods not bought on credit will only be sent on receipt of cleared funds.

### 3.3. Delivery

11. We charge for all deliveries. We operate a standard next day delivery service for in stock items. Standard delivery is to suitable ground floor reception or store areas. Please notify us in advance if you have any special delivery requirements - there will be an additional charge. Goods can also be collected from our offices at Sovereign Court One, University of Warwick Science Park, Coventry, CV4 7EZ with suitable identification.
12. If the goods do not arrive or are incomplete, or the wrong goods, or they are damaged when you open them, you must tell us within 5 days receipt or expected delivery telephone 02476 323251.
13. After delivery you are responsible for protecting the goods against loss or damage.

### 3.4. Cancellation

14. You cannot cancel an order once we have accepted it, unless this is agreed in writing by our authorised representative.

### 3.5. Returns

15. It is your responsibility to check the goods on delivery. All our goods are sold to you with the benefit of the manufacturer's warranty. We will accept returns of faulty goods notified to us within fourteen days of delivery.
16. If faulty goods are to be returned to us you must obtain a written agreement from us. This will be valid for 28 days. We will arrange at our expense collection of the goods, which must be available for collection in their original packaging together with all accessories, software and manuals. We cannot accept unauthorised returns which do not have a written agreement with us.
17. If you change your mind we may take goods back at our discretion if they are unopened,

Title	Release Date	Document Number	Release
Terms & Conditions	16/09/2011	CCN-LGL-0688	1.1

unused and in perfect condition. There will be a handling charge of 15% of the purchase price (or £20 whichever is greater) plus collection charge for this service. Please contact us.

18. If you return goods please ensure that you have backed up your data. We will not be responsible for any data that is lost.

19. Please note we do not accept returns of special purchase items, software licenses, consumables or opened software unless it is faulty.

### 3.6. Guarantee & Liability

20. You get the benefit of the manufacturer’s warranty in respect of all the goods we sell. We do not provide any warranties ourselves and we exclude any warranties express or implied by statute, common law or any other kind.

21. We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sales of Goods Act 1979. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.

## 4. References

Ref.	Name/description/file	ID	Version	Source
[i]				

## 5. Source Documents

Requirement Mnemonic	Full Document ID	Version	Full File Path

## 6. Abbreviations and Definitions

Term	Definition

## 7. Document History

Release	Change Type	Author	Date	Comment
1.0.PR.0	New Document	Amanda Hoyle	09/04/2010	Document has been created
1.0.RR.0	Review Requested	Amanda Hoyle	09/04/2010	Document is ready for review
1.0.R.0	Reviewed	Ivan Wilson	15/04/2010	Document has been reviewed and there were no comments
1.0	Released	Ivan Wilson	15/04/2010	Document has been released
1.1.PR.0	Increment Release	Jeanette Savage	30/04/2010	Comments on released document
1.1.RR.0	Review Requested	Amanda Hoyle	10/05/2010	Added minor changes
1.1.R.0	Reviewed	Ivan Wilson	16/09/2011	Document has been reviewed and there were no comments
1.1	Released	Ivan Wilson	16/09/2011	Document has been released

Title	Release Date	Document Number	Release
Terms & Conditions	16/09/2011	CCN-LGL-0688	1.1