

SALE OF GOODS, SOFTWARE (INCLUDING BESPOKE SOFTWARE) & SERVICES – TERMS & CONDITIONS

General

1. These Terms and Conditions are for business customers only.
2. These Terms and Conditions are in addition to any specific terms listed in a proposal or quotation/estimate you have may received. Where there is a conflict, the specific terms (within the proposal or quotation/estimate) will apply.
3. Goods are subject to availability.
4. You must decide before ordering if goods, software or services are suitable for your needs.
5. Please note that we reserve the right to cancel or refuse orders.

Prices and Payment

6. Our prices do not include VAT and delivery. We may charge for travel time and travel expenses incurred including overnight stays.
7. We accept payment by bank transfer or cheque.
8. Goods or services bought on credit must be paid for within the terms (normally 30 days) shown on your invoice. If you do not pay within our terms (typically 30 days from invoice date) we may charge you interest (at 4% above Barclays Bank base rate) and other fees/expenses incurred by us as a result.
9. We remain owners of the goods you purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.

Delivery

10. We charge for all deliveries. We operate a standard next day delivery service for in-stock items but we do not guarantee that all items will be delivered next-day. Please notify us in advance if you have any special delivery requirements – there may be an additional charge.
11. If the goods do not arrive or are incomplete, the wrong goods or are damaged when you open them, you must tell us within 5 days of receipt or expected delivery. You must tell us in writing (email or fax).
12. After delivery you are responsible for protecting the goods against loss or damage.

Cancellation

13. Goods: You cannot cancel a submitted order after the goods have been dispatched, unless this is agreed in writing. Services: If you cancel an order or project, you will be liable for all costs incurred by Start Software (or all completed phases of the project if a phased plan is in place).

Returns

14. 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 14 days of delivery, subject to the terms of the manufacturer's warranty and subject to you having notified us of the return beforehand.

15. Our issuing of an invoice for goods or services is notification that Start Software believes that the goods/services have been supplied in full as per proposal or estimate/quotation or other agreement. If you dispute this you must let us know in writing (email/fax) within 14 days, making specific reference to the invoice number. Failure to do so will invalidate any claim you may wish to make and will render the invoice due for payment.

16. If you change your mind we may take goods back at our discretion if they are unopened, unused and in perfect condition. There will be a handling charge of 10% of the purchase price (or £20 whichever is greater) plus a collection charge of £10 for this service.

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

18. Please note we cannot accept returns of special purchase items, consumables, opened software or software licences.

Guarantee and Liability

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

20. 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 Sale 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.

Company Details

21. Start Software is a trading division of Start Technology (Software) Limited. Start Technology (Software) Limited is registered in England No: 5940522 VAT: 897 1762 67. All trademarks acknowledged.

SERVICES INCLUDING SOFTWARE DEVELOPMENT & CONSULTANCY – ADDITIONAL CONDITIONS

Intellectual Property

22. Unless stated otherwise within our quotation or contract, the intellectual rights relating to any software developed will be retained by Start Software. For the avoidance of doubt, this means that any software we develop (including modifications to existing software, whether or not that software was developed originally by Start Software), belongs to Start Software and cannot be sold, resold, licensed or transferred to others by the Customer without the explicit permission of Start Software.

Customer Obligations

23. The Customer will:

- (a) allow reasonable access to the site and ensure the site is a safe environment
- (b) properly maintain the equipment and software and regularly back up data

- (c) provide all relevant information about it and notify Start Software of any changes to it affecting Start Software's ability to deliver the Services
- (d) provide staff and resources and agreed by project plan, proposal or other communication in order that the service may be executed/delivered by Start Software on time.

Start Software Obligations

24. Start Software will:

- (a) perform the services set out in the proposal or estimate/quotation with reasonable skill and care using appropriately qualified and trained and experienced staff
- (b) not copy, adapt or part with possession of any of the Customer's confidential information (unless with customer agreement)
- (c) not warrant the services or any additional services will cause the equipment or software to operate without interruption or error (note that we cannot be held liable for consequential loss where hardware, software or systems we have supplied fail)
- (d) not have any liability for any such interruption or error which is caused directly or indirectly by any equipment or services not supplied by Start Software.

Suspension and Termination

25. Start Software may suspend the provision of the services or terminate them immediately (without liability to the Customer) if any of the following events happen:

- (a) the Customer fails to make any payment due to Start Software by the time it is due
- (b) the Customer has given any false or misleading information to Start Software
- (c) the Customer is insolvent
- (d) the Customer's use of the services is likely to cause the whole or part of the services to be interrupted, damaged, rendered less efficient or in any way impaired
- (e) the Customer is in material breach of this Agreement
- (f) if the primary cause of any problem which substantially impairs or prevents Start Software from performing the services is the failure or malfunction of any equipment, facilities or devices not supplied by Start Software.

Limitation of Liability

26. Start Software's liability to the Customer for death or personal injury caused by its own negligence or that of its employees, agents or sub-contractors is unlimited.

27. Start Software's liability to the Customer in respect of damage to tangible property resulting from its negligence or that of its employees, agents or sub-contractors is up to a maximum of £1,000,000 in respect of any one event or series of connected events arising from its performance or non-performance of the services or additional services.

28. Start Software accepts no liability for consequential or indirect loss or damage, corruption of data, loss of profits, revenue, business or goodwill or anticipated savings.

Matters beyond Start Software's Reasonable Control

29. Start Software will not be liable for any delay in performing or failure to perform the services or additional services if such delay or failure is caused by circumstances beyond Start Software's reasonable control.