

Terms and Conditions of Sale

1. Definitions

"Company" means Access Computing Solutions Limited, whose registered office is Unit 2 Lake End Court, Taplow Road, Taplow, Berkshire SL6 0JQ, registration number 2990427.

"Customer" means the firm/individual named on the Contract Documentation.

"Contract" means the agreement between the Customer and the Company constituted by these Terms and Conditions.

"Support Services" means the support services supplied by the Company as laid out in the Contract.

"Professional Services" means any Consultancy Services, Installation services, Training or other Services provided by the Company other than Support Services, as laid out in the Contract.

"Product" is any one or more of Support Services, Professional Services or Goods supplied by the Company

2. Professional Services

2.1. Resources

2.1.1. The Company will assign appropriate personnel to perform the Services and will use reasonable endeavours to reduce any alterations in these personnel.

2.1.2. The Customer shall provide on request information and facilities reasonably required by the Company for completion of the Services.

2.1.3. The Customer will use all reasonable endeavours to reduce alterations in the personnel assigned to assist the Company with completion of the Services.

2.1.4. The Customer will not, without the Company's written consent, use any of the Company's personnel to perform any work which in the opinion of the Company, is inappropriate to their experience and/or qualifications, or any work not directly connected with the Contract

2.2. Acceptance

2.2.1. Acceptance by the Customer will be deemed to have occurred on completion by the Company of that part of the Service unless otherwise stated on the Contract.

2.2.2. Following acceptance of the Service, the Company will have no liability for the consequences of any use which the Customer makes of anything delivered by the Company as part of the Service.

3. All Products

3.1. Delivery

3.1.1. Unless otherwise mentioned in the Contract, any delivery dates specified by the Company are approximate and time shall not be of the essence for delivery.

3.2. Charging

3.2.1. All Products are supplied subject to payment of the relevant charges as specified in the Contract.

3.2.2. All Products remain the property of Access Computing Solutions until payment is received in full.

3.2.3. The full value of any invoice supplied is payable within 14 (fourteen) days unless specified otherwise in the Contract or Invoice.

3.2.4. The Company reserves the right to charge interest on overdue accounts at the rate of 8% above the Bank of England base rate for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the date the account becomes due until the date of payment.

3.2.5. In the event of late payment, all obligations of the Company within the Contract will be withheld until payment has been made in full.

3.2.6. The Company's standard working week is 0900 to 1730 daily, 5 (five) days a week. This excludes Bank Holidays, Saturdays and Sundays. Any Product provided outside these times will incur additional charges.

3.2.7. Any expenses, including travel, subsistence and accommodation are the sole responsibility of the Customer, unless otherwise agreed in writing.

3.2.8. In the event of the Product being delayed through no fault other than that of the Company:

- (i) The Company will be entitled to charge the Customer for any such idle time or wasted time incurred through the Customer providing incorrect information.
- (ii) Any scheduled dates on the Contract may be deferred by a reasonable period which shall be not less than the period of such delay

3.2.9. All additional charges for items such as subsistence, magnetic media, travel, accommodation and stationery shall be charged separately.

3.3. Term and Termination

3.3.1. If the Customer commits an act of bankruptcy or is put into liquidation (other than solely for a solvent amalgamation or reconstruction) or if a receiver or administrator is appointed over any part of the Customer's assets or if the Customer suffers the seizure of property for non-payment of any debt, then the

Company may immediately terminate the Contract without notice and payment for goods or services already supplied shall immediately become due.

3.3.2. Upon termination, pursuant of clause 3.3.1, the Customer shall pay to the Company all costs and expenses incurred and all arrears of charges or other payments arising in respect of the Support Services on the Contract.

3.3.3. Termination, however caused, shall be without prejudice to any rights and remedies which have accrued to either party prior to the date of termination.

3.4. Value Added Tax

All charges are quoted exclusive of Value Added Tax which is payable in accordance with current legislation.

3.5. Warranty and limit of liability

3.5.1. The Company warrants that the Product will be supplied/performed with due diligence and in all material respects will conform to its specification, provided that the Company will not be liable for breach of any such warranty unless the breach is reported to the Company within 3 (three) months after the completion/delivery of the Product and, having been given reasonable chance to rectify any such breach, the Company fails to do so promptly and without additional charge to the Customer. This warranty excludes all other conditions or warranties, express or implied, statutory or otherwise, to the extent permitted by law.

3.5.2. The Customer and Company agree to indemnify each other against any liability arising in respect of injury (including death) to any person or loss or damage to any property which results from the act, default or negligence of the other party, its employees, agents or sub-contractors.

3.5.3. The Company shall not be liable for any claims for indirect or consequential losses whether arising from negligence or otherwise.

3.5.4. In no event shall the Company's liability under the contract exceed the charges paid by the Customer to the Company for the Products connected with the claim.

3.6. Contract Change Control

3.6.1. Either party may at any time request or recommend, in writing, changes in the Contract.

3.6.2. Neither party shall be obliged to agree to any request or recommendation but neither party will withhold its agreement to such request.

3.6.3. The Company will advise the Customer of the likely changes in price and/or timescale as a result of such requested or recommended changes.

3.6.4. Either both parties will meet to discuss such changes within 4 (four) weeks or receipt of the recommended or requested changes, or the recipient party will respond within 4 (four) weeks.

3.6.5. Until any changes are formally agreed, and unless otherwise previously agreed, the Company will continue to perform and be paid for the Products as if any such change had not been recommended or requested.

3.6.6. Any such agreement to a requested or recommended change will become valid only as an amendment to the Contract only when recorded in writing and signed by authorised representatives of both parties.

3.7. Employment

3.7.1. No 'master and servant' relationship will exist between the Customer and any Company personnel.

3.7.2. The Customer and the Company will indemnify each other against injury to or death of any of their personnel caused by an act or omission of the other party for which either would be liable if sued as an employer. Either party shall, on request, provide evidence of adequate insurance with a reputable insurance company against such risks.

3.7.3. Until 1 (one) year after completion of any Product, or the termination of the Contract, whichever is the latter, neither party will solicit the employment or services of any personnel of the other party who has been engaged in connection with the Product. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first year of his/her new employment or contract.

3.8. Force Majeure

Neither party shall be liable for failure to perform its obligation if such failure results from circumstances beyond the party's reasonable control.

3.9. Law

Unless otherwise agreed in writing, the Contract shall be construed and interpreted in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.