
CHRONICLE COMPUTING LTD GENERAL TERMS AND CONDITIONS

GENERAL

Any variation of these conditions in any document is inapplicable unless accepted in writing by the Company.

PROVISION OF INFORMATION

The Customer shall provide for the Company all such information and give the Company access to all such records and other documentation as may be necessary to enable the Company to carry out the systems and programming work.

DELIVERY OF GOODS

The risk of any loss or damage to, or deterioration of, any goods shall pass to the customer immediately when the goods arrive at the customer premises.

DELAY OF INSTALLATION

The Company will use reasonable endeavours to provide system specifications and/or deliver programs in accordance with any dates or periods quoted, but all such dates or periods are no more than estimates and shall not be deemed to be of the essence of the contract. The Company shall not in any case be liable for any failure or delay in the production of any system specifications or in the delivery of any goods however such failure or delay may arise.

EXCLUSION OF LIABILITY

The Company shall not under any circumstances whatsoever be liable for loss of profits, loss of contracts, or any direct or in-direct consequential loss or damage of any kind whatsoever suffered by the Customer whether or not caused by any delay, failure, act or omission (whether negligent or not) in carrying out the system implementation on the part of the Company its servants or agents.

SUBCONTRACTING

The Company shall be entitled to subcontract to other parties all or any part of the systems design, testing, installation and programming work to be carried out on behalf of the Customer.

ORDER CANCELLATION

The Customer has the right to cancel any order placed and receive a full refund unless:

The cancellation is greater than 30 days from the date of order. In this event the Customer will be charged a cancellation fee of 25% of the contract value.

The Company has started the Installation and Configuration process by means of a Project Meeting or Site Survey meeting. In this event the customer will be charged a cancellation fee of 50% of the contract value.

The Customer has received the goods relevant to their system installation. In this event the customer will be charged a cancellation fee of 75% of the contract value.

The Company has physically installed hardware or loaded software at the customer's site. In this event no refund will be applicable.

APPOINTMENT CANCELLATION

The Customer has the right to cancel any dates booked without penalty unless:

- The cancellation is made giving between 3 and 4 full business days' notice. In this event the Customer will be charged 25% of the purchase price of the days cancelled.
- The cancellation is made giving between 1 and 2 full business days' notice. In this event the Customer will be charged 50% of the purchase price of the days cancelled.
- The cancellation is made on the same day as the date booked. In this event the Customer will be charged 100% of the purchase price of the days cancelled.

Each new day is evaluated independently, even if booked as a part of a group of days.

PAYMENT TERMS

Payment terms will be agreed in advance and all payments must be made within the agreed timescales. Failure to adhere may result in the delay of work carried out. Any orders that are not completed within six months of the original order date will be invoiced in full and no further work will be carried out until payment is made. Following six months, should payment not be made within 30 days of invoice, the Company reserve the right to invoice at the current rate for its goods and services. Any agreed discounts are made on the strict basis that payment terms are adhered to. In the event payment terms are not kept by the customer, the Company will invoice the full amount outstanding at the current standard prices (without discount).

INTEREST

If the Customer fails to pay in full within 30 days of date of invoice any sum due to the Company, the Company shall be entitled to charge and the Customer shall be obliged to pay interest on any amount so outstanding for as long as such amount remains unpaid at a rate of interest that is 4 per cent above the Financial Houses base rate from time to time.

SET-OFF

In the case of any dispute, the Customer shall not be entitled to be set-off in extinction or diminution of sums otherwise due from him to the Company any claim against the Company that may be arising.

FORCE MAJEURE

The Company shall be relieved from all liability under any contract to the extent that it shall be unable to carry out all or any of the obligations thereunder by reason of wars, strikes, lockouts, governmental controls or restrictions, non-availability of goods or personnel or any case whatsoever beyond the Company's control.

COPYRIGHT

The copyright in software supplied by the Company to the Customer shall remain the property of the Company, and such software shall not be sold leased or otherwise made available by the Customer to any person without the Company's prior written consent.

APPLICABLE LAW

This agreement to which these conditions apply shall be subject to and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Software Support and Hardware Maintenance - Terms and Conditions.

1. Chronicle Computing Ltd will enter into a Software Licence / Support & Hardware Maintenance agreement with the Customer.
2. All additional software licenses and hardware purchased for use with this system will be added to the agreement and charged at the quoted or appropriate rate.
3. The software is licensed to the Customer and not sold. Therefore, a software and hardware license must be valid for continued use of the software and hardware supplied by Chronicle Computing Ltd.
4. The support desk, for logging of Support Calls / Hardware Maintenance faults is open from 09:00 am to 18:00 pm Monday to Friday, with the exception of Public Holidays and any other days/times as designated by Chronicle Computing Ltd.
5. On-site maintenance will only be carried out 9:00 am to 5:00 pm Monday to Friday, with the exception of Public Holidays and any other days/times as designated by Chronicle Computing Ltd unless covered by an additional specific agreement. A guaranteed 7-day response time is given.
6. For hardware maintenance problems not fixed either by telephone or remote support an engineer will attend site. A guaranteed 7-day response time is given.
7. Support will only be provided to customers who have paid for Software Licence / Hardware Maintenance agreements for the year in which the support / maintenance is needed. For each year in which Software Licence and Hardware Maintenance agreements are both valid and neither have fallen into arrears at any point, one free maintenance visit is available upon request for Access Control customers.
8. Failure, by the Customer to pay the annual charge within 14 days of the invoice being sent will result in the software / hardware ceasing to be covered for support or maintenance by Chronicle Computing Ltd until balance is paid.
9. Support will only be provided to customers who have paid their software licence.
10. This agreement is subject to an annual review and Chronicle Computing Ltd reserve the right to increase the annual charge to take into consideration increased costs of maintaining the agreement.
11. The Customer is entitled to the latest upgraded software release, as covered by the Support & Hardware Maintenance agreement.
12. The Hardware Maintenance agreement is not transferable.

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13. Should another party purchase the hardware, then that party will have to enter into a new Hardware Maintenance agreement with Chronicle Computing Ltd before any maintenance can be carried out on the hardware.
 14. Monies paid by the previous customer for Hardware Maintenance will not be taken into account.
 15. The Software Licence / Hardware Maintenance agreement will automatically roll from year to year unless cancelled or reassigned by Chronicle Computing Ltd or by the Customer.
 16. Chronicle Computing Ltd reserve the right to cancel the Hardware Maintenance & Software Licence Agreement with 6 months notice. Any monies paid by the Customer for support and maintenance past the cancellation date will be reimbursed.
 17. The Customer is required to give Chronicle Computing Ltd a minimum of 6 months notice for cancellation of this support agreement.
 18. Cancellation will only be accepted once the Customer has notified Chronicle Computing Ltd of their intention to cancel in writing upon delivery to Chronicle.
 19. Should the Customer cancel and subsequently wish to reinstate a Software Support License / Hardware Maintenance agreement, all monies, which would have been due from the time of the previous cancellation to the time of reinstatement will fall due. An administration charge of £95.00 will also be applied.
 20. Reinstatement of a lapsed Hardware Maintenance agreement will only be accepted by Chronicle Computing Ltd after an initial inspection of the hardware has been carried out. This inspection may incur an inspection call-out charge.
 21. Hardware covered by the Hardware Maintenance agreement must not be tampered with in any way or relocated under any circumstances. Should this occur then the existing Hardware Maintenance agreement will become immediately invalid, with no refund of any monies paid for the existing years maintenance. Only Chronicle Computing Ltd representatives are authorised to work on or relocate any hardware.
 22. Hardware must not be located in unsuitable areas or environments which may cause damage over a prolonged period.
 23. Vandalised and subsequently repaired hardware will no longer be covered under the existing Hardware Maintenance agreement unless otherwise agreed by Chronicle Computing Ltd. There will be no refund of monies paid for the existing year's maintenance.
 24. Unnecessary hardware maintenance call-outs will be subject to a call-out charge at the current standard day rate.
 25. Maintenance includes: Repair or replacement of faulty hardware and a call-out to assess damaged hardware. If the fault is deemed to be due to any improper use or vandalism the standard engineer labour day rate will apply to both the call out and any repairs/replacements.

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26. It is the customer's responsibility to provide parking when requesting the onsite assistance of a Chronicle Engineer.

SIGNED ON BEHALF OF CUSTOMER:

NAME:

DATE: