
Ideal Business Services Limited



Terms and Conditions

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The following Terms and Conditions relate to all transactions and activities carried out by Ideal Business Services Limited on behalf of its Customers.

1. Definitions

The various headings to the conditions of this agreement are for convenience only and shall not affect the construction thereof.

The singular shall include the plural and vice versa. Words denoting persons shall include corporations and vice versa.

"Company" shall mean Ideal Business Services Ltd. and shall include the Company's successors and assignees.

"Customer" shall mean the person, firm or company whose order has been accepted by the Company.

"Contract" shall mean any agreement between the Company and the Customer howsoever defined.

"Goods" shall mean any combination of products or services supplied by the Company.

2. General

All orders accepted and Goods supplied are subject to the following express terms and conditions. Any order placed by a Customer, verbally or in writing, shall constitute an offer to contract upon these express terms and conditions and no addition thereto or otherwise shall apply unless expressly agreed in writing by the Company's authorised representative.

3. Application Usage

All Software is supplied on the understanding that it will only be used by the named Customer at ONE specified location (the installation address).

The Customer hereby acknowledges the Company's proprietary rights in the said application and the concepts embodied therein and agrees that the Customer, its employees, agents, representatives, successors and assignees, or any other, shall neither have, nor at any time acquire access to the said application neither shall they amend, expose, reproduce, print out or publish the contents or proprietary concepts of the said application for any reason whatsoever without the prior written approval of the Company's authorised representative.

4. Expenses

ALL expenses incurred by the Company in carrying out any transaction or activity for a Customer shall be the responsibility of that Customer.

These expenses will include, where relevant, the following items:

ALL transportation costs commencing and terminating at the Company's Head Office. Travel by other than private or Company vehicle will be rechargeable to the Customer at cost.

Travel by private or Company vehicle will be recharged by the Company to the Customer at the Company's current published mileage rate.

ALL Hotel, subsistence and communication costs will be rechargeable to the Customer at cost or at rates agreed in writing with the Customer.

A charge per day at the Company's current published rate for each of the Company's employees for subsistence and other out of pocket expenses whilst on assignment.

5. Non-Contracted Work Charges

All activities, including travelling time, carried out by the Company outside of contracted work will be charged at the standard daily rate.

6. Payment Terms

The Company's standard payment terms for UK sales are as follows unless agreed in WRITING to the contrary:

Application Sales

A first payment equal to 50% of the quoted cost is due on placement of order.

A final payment equal to 50% of the quoted cost is due immediately on delivery.

Hardware Sales

A first payment equal to 50% of the quoted cost is due on placement of order.

A final payment equal to 50% of the quoted cost is due immediately on delivery.

Miscellaneous Charges

Immediate Payment on submission of invoice.

Payment is to be received by the Company within 24 hours of the stated dates.

Discounts

The Company reserves the right and the Customer agrees that any settlement discounts, special sales discounts or similar offers may be withdrawn on all current and future Sales Invoices if the Customer fails to pay the amounts due at the time stated herein or otherwise agreed in writing.

7. Payment Method

All Invoices raised by the Company and payments received by the Company will be in Pounds Sterling (UK£). Payments must be made by a cheque drawn on a UK based bank or be transmitted by the International Electronic Banking System directly.

Any bank, transmission or other charges related to the payment of monies, however caused, are the responsibility of the Customer.

8. Tax and Duties

All costs quoted exclude any and all local taxes and duties. All such taxes and duties will be added to invoiced amounts or are to be paid directly by the Customer.

9. Acceptances

Orders may be placed by any suitable means but MUST be signed by a responsible official and include a recognisable order number.

10. Passing of Risk and Property

Risk in the Goods shall pass to the Customer on Delivery.

Property in the Goods shall remain with the Company until payment in full has been made by the Customer.

11. Default

If the Customer shall fail punctually to pay any sum due under this agreement or any other agreement between the Company and the Customer or fail to observe or perform any of the terms and conditions of this agreement or any other such agreement or do or allow to be done any act or thing which may jeopardise the Company's rights in the Goods or being an individual, or a partnership the Customer or any partner therein shall die or have a bankruptcy order made against him or appears to the Company to be unable to pay or to have no reasonable prospect of paying any debt equal to or exceeding the bankruptcy level or proposes to or negotiates for any composition with its creditors or, being a company, the Customer shall propose any voluntary arrangement with or call any meeting of its creditors or be subjected to the commencement of its winding-up or have a petition presented or presents such a petition itself for an administration order in relation to it or have an administrative receiver, receiver manager or administrator of itself or all or any of its assets appointed, or fail to make payment under any borrowings or extension of credit so as to enable any banker or financier of the Customer to demand immediate repayment, then in each and every case the Company may (but without prejudice to its other rights) forthwith by notice in writing sent to the Customer, and without notice at the Company's option terminate this agreement.

Without prejudice to the foregoing, if the Customer is a company and any steps are taken in preparation for the presentation of a petition for an administration order in respect of the Customer this agreement shall terminate automatically. Upon any termination the consent of the Company to the Goods being in the possession of the Customer shall cease and the Company may without prejudice to the Company's claim for any arrears of payment or damages for any breach of this agreement or any other rights hereunder without notice retake possession of the Goods together with any documents relating thereto. The obligations of the Customer under this agreement shall survive its termination until such time as either they have been fully discharged or they are no longer capable of arising.

12. Delivery

Any delivery or performance dates specified by the Company are approximate only and time shall not be of the essence for delivery.

13. Warranty and Limit of Liability

Any warranties as to the Goods supplied will be subject to written agreement with the Customer.

The Company and the Customer agree to indemnify each other against any liability arising in respect of injury or death to any person or loss or damage to any property which results from the act, default or negligence of itself, its employees, its agents or its subcontractors.

Neither the Company nor the Customer shall be liable to the other or any other party for any claims for direct, indirect or consequential losses whether arising from negligence or otherwise

14 Specific Terms and Conditions Relating to Support Activities

14.1 Availability of Support

Support is available from Ideal Business Services Limited between 9:00am and 5:00pm, UK Time, Monday to Friday excluding Public and Bank Holidays, unless otherwise agreed in writing.

14.2 Support Logging

Other than generalised enquiries, requests for assistance are automatically logged by our technical staff and allocated a unique 'Support Number' (CLS). You should ensure you make a note of the Support Number allocated to your request. If you wish to enquire on the status of any request for assistance you should always quote the Support Number allocated.

14.3 Scope of Support

Hardware comprises all equipment as detailed on the 'equipment list' as identified at the installation. Hardware support does not include any items of a consumable nature or equipment that does not appear on the equipment list.

Software comprises all existing programs and data within the scope of the system/s supplied. Software support does not include enhancements or changes to existing programs or systems.

14.4 Support Charges

The charges for Application support will be calculated based on a combination of the software systems being used and standard 'installation' costs such as equipment in use, Operating platform costs, etc. All such costs are used to arrive at the Annual Application Support and Licence Fee Charge.

Hardware support charges will be dependent on the types of equipment covered by the hardware maintenance contract. All customers taking a hardware support contract will be provided with an equipment list showing the items on cover. Requests for hardware support for items not shown on the equipment list will be subject to additional charges comprising a combination of a call out charge plus a labour hours charge plus parts cost, these charges will be based on the company's published standard daily rate.

Communications, travel and subsistence charges will be recharged to the client.

All Support payments are 'in advance' on an annual basis. Any request to vary these payment terms will result in a loading of 25% to the Annual Support Charge.

14.5 Support Payment

Annual Support Invoices will be issued one month in advance of the anniversary of the period of cover, and must be paid in full on or before the current cover ends.

The Company reserves the right to make a charge equal to one day at our standard daily rate for EVERY support activity requested whilst such Sales Invoices remain unpaid. In addition any discounts applied to the Annual Support Charge will be disallowed.

14.6 Changes in Support Cover

Should the circumstances of cover alter such as an increase or decrease in the software or hardware in operation then the Company reserves the right to make the appropriate charges/refunds on a pro-rata basis.

14.7 Termination of Support

Termination of Support activities requires a minimum of 3 (THREE) months written notice PRIOR to the commencement of the new support year.

Providing cancellation of the maintenance has not been received in the intervening period we will automatically raise an invoice 30 days (or 1 calendar month) in advance of the anniversary of the period of cover.

Payment of the invoice should be received under our normal payment terms (30 days from invoice date) so that all appropriate fees are cleared PRIOR to the start of the maintenance period.

NOTE: Failure to pay the appropriate maintenance fee prior to the start of the new maintenance period will result in the cessation of the maintenance continuity. Should you then want to have maintenance extended you may have to pay a reinstatement fee for the appropriate product.

15. Waiver of Rights

No forbearance, indulgence or relaxation on the part of the Company shown or granted to the Customer or in enforcing any of the terms and conditions of this agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of the Company under this agreement or operate as or be deemed to be a waiver of any breach of the terms and conditions of this agreement on the part of the Customer.

16. Validity of Provisions

The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect its validity or enforceability for any other purpose of the remaining provisions. It shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for such severance.

17. Joint and Several Liability

Where there are two or more persons party to this agreement as Customer their liabilities hereunder shall be joint and several.

18. Patents, Designs and Copyright

The Company and its suppliers retain all proprietary interests and rights in and over their own Goods and all trade secrets, patent rights and ideas in relation thereto remain the exclusive property the Company and suppliers.

19. Force Majeure

The Company shall not be liable to perform its obligations under the Contract if such failure results from circumstances beyond the Company's control.

20. Environment

The Customer is responsible for ensuring that adequate electricity, telephone or other required services are provided to enable the supplied Goods to operate correctly and for ensuring the Goods are operated in a suitable position, location and environment.

21. Law

Unless otherwise agreed in writing the Contract shall be construed and interpreted in accordance with the laws of England. Where the legal meaning of any of the Terms and Conditions contained herein does not conform to that understood by either the Company or the Customer then an independent arbiter shall determine a common sense interpretation of such Term or Condition.

22. Entire Agreement

The parties agree that these Terms and Conditions together with any other Terms and Conditions expressly incorporated in the Contract represents the entire agreement between the parties relating to the sales and purchase of the Goods and that no statement or representations made by either party have relied upon the other in agreeing to enter into the Contract.