

Standard Terms and Conditions of Supply GetOnIt Ltd

Hardware - Software - Bespoke Database Design

1. DEFINITIONS

- 1.1 "Contract" means these Standard Terms and Conditions of Supply, which are between the Company and the Customer, under which the Products are supplied by the Company to the Customer and sets out the basic rules and obligations of Supervisors and/or Users of Getonit Ltds Products.
- 1.2 "Customer" means the party identified as the Customer in this Contract to whom the Company may agree to supply Products from time to time in accordance with the terms and conditions of this Contract.
- 1.3 "Company" means Getonit Limited (registered number 00000000) of Unit 2, Keystone House, Exeter Road, Bournemouth Dorset BH5 2AR and also where the context permits its assigns and any sub-contractor of the said Company/The Company's VAT number is GB 787 0240 20.
- 1.4 "Getonit.co.uk" means the Company's internet website, accessed solely through the address of www.getonit.co.uk.
- 1.5 "Products" means goods or services including but not limited to computer hardware and software items to be provided by the Company to the Customer in accordance with this Contract.
- 1.6 "Supervisor" means the person who is employed and charged by the Customer to administer and authorise Users of Products on behalf of the Customer.
- 1.7 "Third Party Software" means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by the Company) and which comprises part of the Products.
- 1.8 "User" means the person who is employed by the Customer and who accesses/operates Products on behalf of the Customer.

2. ORDER ACCEPTANCE

- 2.1 All orders placed with the Company by the Customer for Products shall constitute an offer to the Company, under the terms and conditions of this Contract, subject to availability of the Products and to acceptance of the order by the Company's authorised representative.
- 2.2 All orders are accepted and Products supplied subject to the express terms and conditions of this Contract only. The Company may at any time amend this Contract upon 14 days written notification to the Customer. The modified terms and conditions of supply shall apply to any orders placed by the Customer after the expiry of such notice period. It is agreed that the terms and conditions of this Contract (or any amendments to them) prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by the Company in writing and signed by the Company. The Customer cannot rely on statements made before signature/acceptance of the Contract unless made by the Company's authorised representative and either:
- 2.4.1 it is expressly stated by the Customer that the statement is to be relied upon; and
- 2.4.2 it is reproduced in a letter to the Customer and not withdrawn before the Contract is made.
- On receipt of the Customer's order the Company will send the Customer an order acknowledgment email detailing the Products ordered. This email is not an order confirmation or acceptance of order by the Company. For the avoidance of doubt, the Company shall be at liberty to refuse to accept any order placed by the Customer for any reason whatsoever.
- No order placed on Getonit Ltd shall become a purchase contract, and therefore binding upon the Company, until the Products have been despatched to the Customer in accordance with clause 5 below and the order marked as confirmed.
- Nothing in this Contract affects or limits the party's liability for fraudulent misrepresentation.

3. INDEPENDENT CONTRACTOR

The relationship between the Company and the Customer is that of independent contractor. Neither party is the agent of each other, nor does neither party have any authority to make any contract or to impose any obligation on the other party without their express prior permission.

4. HARDWARE NETWORKS, DATABASES AND ASSOCIATED SERVICE CONTRACTS

- 4.1 Obligations of the Customer
- 4.1.1 The Customer will appoint the Supervisor/liason contact.
- 4.1.2 The Supervisor shall be the person responsible for the use of Products on behalf of the Customer.
- 4.1.3 The Customer may change the person appointed to be the Supervisor, either by using email or by informing the Company in writing of the new identity of the Supervisor.
- 4.1.4 The Customer shall ensure that they meet all basic technical requirements of computer operation and software training for technical access and that the Company shall not be liable for any losses which result due to technical incompatibilities or system errors.
- 4.1.5 The Customer shall take all reasonable steps to ensure that their authorised Supervisors and Users shall not pass any login user details to third parties under any circumstances.
- 4.2 Obligations of Supervisor
- 4.2.1 The Supervisor is obliged to carry out the following duties:
- 4.2.1.1 Authorisation, approval and access level setting of new and existing Users.
- 4.2.1.2 Removal, deletion and amendments of Users who have left the Customers employment or are deemed not to be fit to use Products on behalf of the Customer for any reason.
- 4.2.1.3 Ensuring that all Customer details held on Product software, including, but not limited to, postal and delivery addresses are correct.
- 4.2.2 The Customer acknowledges that it is solely responsible for the actions of the Supervisor in the modification of any of the data set out in clause 4.2.1 and that the Company shall not have any liability to the Customer for any modifications made by the Supervisor in accordance with their authority.
- 4.3 Obligations of the User
- 4.3.1 The User must at all times be acting on behalf of the Customer in any actions performed when using installed Products.
- 4.3.2 The User shall not pass any security details (such as, but not limited to, usernames and passwords) to third parties under any circumstances.
- 4.3.3 On ceasing to represent or be employed by the Customer, the User shall not use any supplied login information relating to the Customer for accessing any installed Products.

5. DESPATCH

Any date or time quoted for completion of installation, database design or delivery of product is to be treated as an estimate only. Contract completion may be postponed because of conditions beyond the Company's reasonable control, and in no event shall the Company be liable for any damages or penalty for delay in completion, despatch or delivery. Risk shall pass to the Customer at the time any Products are despatched by the Company. The Company accepts no liability for loss or damage caused by the carrier. The Customer must inspect the Products immediately after delivery is complete. If any Products are damaged (or not delivered), the Customer must notify the Company within 5 working days of the delivery or expected delivery. If proof of delivery is required, this must be requested within 14 days of the date of the invoice. The Company may deliver the Products in instalments. Each instalment is treated as a separate delivery.

6. CANCELLATION AND RESCHEDULING

Unless otherwise agreed in writing, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by the Company if made at least 12 hours before despatch of the Products or intended on-site installation, and shall be subject to acceptance by the Company at the Company's sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify the Company against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

7. PRICING

Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to the price and range of the Products offered and no prices, descriptions or other particulars contained therein shall be binding on the Company. The marketed and official real-time price of the Products shall be confirmed using the quotation issued by the company, however all quotations for fixed price contracts are valid for a period of 30 days only from the date of the quotation. All other listed prices and Estimates are shown on the understanding that they are a guideline only.

7.5 All prices are given by the Company at the time of the order on an ex-works basis and the Customer is liable to pay for the transport, packing and insurance costs. All quoted or listed prices are based on the cost to the Company of supplying the Products to the Customer. While the Company tries to ensure that all prices are accurate, errors may occur. If, prior to delivery of the Products, the Company discovers an error in the price of the Products ordered, or the price changes as a result of circumstances beyond the Company's control, the Company may change the Product's price and such changes shall apply to any purchase order placed with the Company. All prices are represented in Sterling Pounds or Euros and are exclusive of Value Added Tax and/or any similar taxes. All such taxes are payable by the Customer and will be levied in accordance with UK legislation in force at the tax-point date.

8. PAYMENT TERMS

Invoices will be raised and dated by the Company on the date of despatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the

8.1 Customer 30 days from the date of invoice. The time of payment shall be the essence of the Contract. Payments which are not received in full by the due-date, will be considered over due and remain payable by the Customer together with the interest for late payment. The interest payment will be at a rate equivalent to that set for the purposes of s6 of the Late

8.2 Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the date of invoice until payment; such interest to be compounded on the first day of each calendar month and payable both before and after any judgment (unless the court orders otherwise).

8.3 The Company reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to the Company by the credit card companies) by way of a handling or processing charge.

8.4 The Customer must notify the Company in writing within 14 days of the date of invoice of any errors within the invoice. Failure will result in the Company assuming acceptance of the invoice in full.

8.5 The Customer's credit-limit may be withdrawn or amended without prior notice by the Company. Should credit facilities be provided the Customer undertakes to notify the Company without delay of any material change in its finances, structure, share ownership and/or value of assets which may affect the Customer's credit status. Failure to report any such changes may result in credit being withdrawn without prior notice.

8.6 The Customer does not have the right to set off any money claimable from the Company against any sums owing to the Company by the Customer.

8.7 If Products are delivered in instalments the Company shall be entitled to invoice each instalment upon delivery thereof.

8.8 The Company will claim a lien on any Customer property in the Company's possession if the Customer is in debt to the Company. Until the Customer pays all debts to the Company:

8.8.1 all Products will remain the property of the Company;

8.8.2 all Products must be stored so that they are clearly identifiable as the property of the Company; and