

TARRAGON SOLUTIONS LTD : TERMS & CONDITIONS

1. DEFINITIONS

"The Supplier" means Tarragon Solutions Ltd – registered address 4 HOME FARM, LUTON HOO ESTATE, LUTON LU1 3TD. "The Buyer" means any individual, organisation or company purchasing goods or services supplied by Tarragon Solutions Ltd.

2. CONDITIONS APPLICABLE

Unless otherwise agreed in writing, the conditions laid out below shall prevail over any conditions stipulated by The Buyer.

The Supplier reserves the right to alter and re-publish these terms and conditions from time to time, as required.

3. SPECIFIC CONDITIONS OF SALE

The Supplier reserves the right to decline to trade with any company, organisation or individual.

In the event that The Supplier declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded to The Buyer.

4. PRICES AND QUOTATIONS

Prices may sometimes, by necessity, be altered by The Supplier, in accordance with cost variations beyond their control.

5. PAYMENT TERMS

The Buyer must pay for all goods and services, supplied to them by The Supplier, in accordance with The Supplier's stated settlement terms (as shown on each sales order and invoice).

If payment is not made within the stated terms of any invoice, The Supplier shall be entitled to charge interest on the amount due from that date until the date of payment in full (whether before or after judgement) at 3% over the base rate of Barclays Bank plc.

All goods supplied remain the property of The Supplier until paid for in full.

6. LAW

These conditions shall in all respects be construed and operated as an English contract, conform to and be governed by English Law and be subject to the jurisdiction of the English Courts.

7. GENERAL RESPONSIBILITIES & EXCLUSIONS

The Supplier cannot accept responsibility for any loss of data (howsoever caused) from any computer. The Buyer is responsible for taking adequate backup copies of all data.

The Supplier cannot accept responsibility for conflicts between software and/or hardware items, where such conflict is caused by issues beyond The Supplier's control. Such issues must be addressed to the hardware manufacturer(s) and/or software author(s).

The Supplier cannot accept responsibility for any problems arising from incorrect or inadequate information given by The Buyer.

It is the responsibility of The Buyer to make available to The Supplier all disks and/or manuals for any hardware/software to be worked on.

At all times, The Buyer is responsible for ensuring that adequate licensing has been purchased for all software and hardware used.

8. DATABASE DEVELOPMENT/CUSTOMISATION

For the purposes of these terms and conditions, the term "intellectual property rights" shall mean all copyrights, patents (registered and unregistered), design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

The Supplier (unless otherwise agreed in writing) owns the intellectual copyright on any custom written system or database developed by The Supplier.

The Buyer shall immediately bring to the attention of The Supplier any infringement, or suspected infringement, by any 3rd party of any of the intellectual property rights in the software/database in question of which it is aware, and shall at the request & expense of The Supplier take such action or assist The Supplier in taking such action as The Supplier may deem appropriate to protect its rights.

The Buyer undertakes not to remove, delete or obscure any copyright notices or confidentiality notices on, or in, the software/database in question.

9. HARDWARE & SOFTWARE (RESALE)

The Supplier shall at no time be held responsible for hardware or software supplied via a third party.

Payment for hardware & pre-packaged software is due with order, unless agreed otherwise in advance and in writing.

The Supplier is not liable for repair or service of hardware supplied. It is the responsibility of The Buyer to ensure that adequate maintenance agreements are established with appropriate suppliers, where required.

10. SUPPORT SERVICES

The Supplier provides telephone support to contracted clients only, usually during the following hours:

Monday to Friday 9:00am to 5:30pm Except Public Holidays.

A 'support day' equates to 8 hours.

Unused pre-purchased 'support days' are rolled over to the next 'support year' if basic telephone support is taken out at minimum. (At The Suppliers discretion.)

Unless otherwise stated in writing by the Supplier, support services are payable monthly in advance by Standing Order/Direct Debit.

From time to time, training and emergencies may require temporary closure of the Helpdesk. Where possible, such closure will be advised in advance.

Unless otherwise stated in writing, following an installation by The Supplier, The Buyer is entitled to free telephone support on issues related directly to the installation, for a period of seven calendar days from the installation date. This support is otherwise subject to our normal terms & conditions for telephone support (see below) and is only available during our normal support line operation hours. After seven calendar days, normal support terms will apply.

The Supplier provides support on a "best endeavours" basis.

The Buyer is responsible for ensuring that all appropriate personnel are aware of the correct telephone number(s) to use for support calls (as advised by The Supplier) and for ensuring that The Buyer and/or its representatives do not use the support line for other general calls.

The Supplier reserves the right to refuse to provide support in any of the following circumstances;

- The Supplier has reasonable cause to believe that the client is not adequately trained on the products in use or has not taken reasonable steps prior to calling The Supplier, or has acted maliciously or deliberately to cause the problem.
- The Supplier has reasonable cause to believe that the client is not contracted for support, or is unwilling or unable to pay for the support to be provided, or that the client is in arrears with any payments due to the Supplier, whether in respect of support services or otherwise.
- The Buyer cannot or will not provide adequate details of the problem
- The Buyer is unable to locate diskettes, CDs, manuals or other materials necessary to resolve the problem and/or to assure The Supplier that licensing requirements have been met
- The Supplier has reasonable cause to believe that the Buyer has made unauthorised changes to any software/database developed by The Supplier - or allowed such unauthorised changes to be made by a third party.

11. TRAINING SERVICES

All courses are subject to confirmation in writing.

Course cancellations less than 21 - but more than 14 - days prior to the course start will incur an administration charge equal to 50% of the course fee.

Cancellations 14 days or less prior to the course start will be charged in full. However, a suitable substitute delegate may replace an existing booking at any time without cost penalty.

The Supplier owns the copyright on any training materials (including, but not limited to, manuals, disks, overheads etc) developed, written or produced by The Supplier. This is the case even where such materials are produced on behalf of The Buyer, unless prior agreement has been secured in writing from The Supplier.