1. **INTERPRETATION**. In these terms and conditions the following terms shall have the following means; 'POOLEIT' means POOLEIT Limited, 'Customer' means the Customer named on the order, 'Customer's Site' means the premises where the hardware and/or software are located or to be located in either case with the prior consent of POOLEIT.

2. **PRICE AND PAYMENT**. The price stated in any quotation, purchase order or any other documentation for the supply of goods and services is in all cases exclusive of Value Added Tax, which shall be payable by the Customer in addition to the price at the rate from time to time prescribed by law. The total purchase price shall be payable quarterly for support contract items. any customer without agreed payment terms will be required to settle invoices on receipt. any work undertaken by PooleIT but unable to be completed due to a third party not directed by PooleIT, will be invoiced as completed.

3. **DELIVERY AND INSTALLATION**. POOLEIT shall be responsible for the delivery of the hardware to the Customer's Site. The Customer shall be responsible at its own cost for the provision of a suitable place of use of the hardware. POOLEIT shall install and configure the software in accordance with its obligations set out in the order.

4. **TITLE**. Title in the hardware shall remain vested in POOLEIT until all sums due under the terms of the order have been paid in full. Title to and all intellectual property rights in the software shall always remain vested in POOLEIT or such other company or supplier. The Customer's licence to use such software shall not come into effect until all sums due to POOLEIT have been paid in full. Additionally the title will revert to POOLEIT if future sums remain unpaid beyond the 30day terms of payment.

5. **RISK**. Risk in the hardware and software shall pass to the Customer upon delivery and from delivery until payment is received in full the Customer shall insure the hardware and software for its full replacement value with an insurance company of repute and if required by POOLEIT shall provide to it a copy of the insurance policy and evidence of the last premium paid and endorse the interest of POOLEIT on such policy.

6. **SOFTWARE (GENERAL)**. POOLEIT does not warrant that the software shall be free of faults. Unless the Customer has entered in to software maintenance contract with POOLEIT then POOLEIT shall be under no further liability to the Customer.

7. **PACKAGED SOFTWARE**. The Customer acknowledges that packaged software is a proprietary product which has not been written to specifically satisfy the Customer's needs. It is the responsibility of the Customer to ensure that such software meets the Customer's requirements.

8. **BACKUPS**. When data backups are required and carried out by PooleIT we will not be held responsible for any loss of data. The PooleIT will attempt to back up as much data as possible; however in some cases due to the condition of the hardware or file structure some files may not be able to be recovered. In the case of 3rd part applications maintained by a 3rd party and not included in the schedule of support software PooleIT is only able to back up files presented to the backup solution and are unable to handle or be responsible for backups within the 3rd part application itself.

9. **HARDWARE MAINTENANCE**. Where the agreement between POOLEIT and the Customer is for the provision of hardware maintenance then POOLEIT shall provide hardware maintenance in respect of the equipment specified in the agreement in accordance with the following terms and conditions.
9.1. POOLEIT shall provide to the Customer a telephone support line between the hours of 9a.m. to 5.30p.m. on weekdays excluding bank and public holidays.
9.2. The Customer will notify POOLEIT of any fault which shall arise in the hardware as soon as it is evident.
9.3. Upon receipt, POOLEIT shall use all best endeavours to repair such fault.
9.4. The obligations on the part of POOLEIT shall not apply where the Customer has moved the hardware; or where the hardware is located other than that in a suitable place of use; or where the hardware has been damaged as a result of some external effect or as a result of malicious attack or in other similar circumstances; or where the hardware has been connected to other equipment without the prior consent in writing of POOLEIT; or where the fault arises as a result of the misusef of the hardware.

10. **SOFTWARE MAINTENANCE**. Where the agreement between POOLEIT and the Customer is for the provision of software maintenance then POOLEIT shall provide software maintenance in respect of the software specified in the agreement in accordance with the following terms and conditions.
10.1. POOLEIT shall provide to the Customer a telephone support line between the hours of 9a.m. and 5.30pm on weekdays excluding bank and public holidays.
10.2. The Customer will notify POOLEIT of any fault which shall arise in the software or any assistance which shall be required to enable the Customer to operate the software.

10.3. Upon receipt of such notification POOLEIT shall use all best endeavours to provide a solution to such fault or require its licensors to provide such a solution.

10.4. The obligations on the part of POOLEIT shall not apply where the Customer is not using the latest version of the software supplied by POOLEIT; or where the fault is as a result of hardware malfunction; or related to or arising as a result of the Customer using hardware or software not supplied and approved by POOLEIT; or where such problems arise as a result of the misuse of the software; operator error or where the Customer has shown to maintain the software themselves or through a 3rd party/supplier.

11. **DURATION OF MAINTENANCE CONTRACTS**. All maintenance contracts shall be operable for a period of one year and shall be annually renewable for a further period of one year. 180 days written notice is required from the Customer prior to the renewal date of the contract in the event that the Customer wishes to terminate the contract. In the event that the Customer shall determine a maintenance contract during the course of any maintenance period no element of the contract price shall be returnable to the Customer.

12. **MAINTENANCE CHARGES.** POOLEIT shall be entitled to vary the annual maintenance charges on renewal and will notify the Customer of any such changes at the time of renewal.

13. **CUSTOMER'S OBLIGATIONS.** The Customer will at all times during normal business hours and during such other time as POOLEIT shall reasonably require give access to the Customer's Site to POOLEIT its employees and contractors to enable POOLEIT to perform its obligations under the Agreement. The Customer will at all times provide all necessary assistance to POOLEIT including the provision free of charge of all necessary services. The Customer shall ensure that the Customer's Site is kept safe at all times and will indemnify POOLEIT its employees and contractors from all loss or damage which they suffer whilst on the Customer's Site.

14. **WARRANTIES**. Notwithstanding any manufacturer's or retailer's existing warranties on hardware or software, no warranty, undertaking or condition express or implied statutory or otherwise as to the performance, merchantability or fitness for purpose of the hardware, the software, or both is given or assumed by POOLEIT and all such warranties, conditions or undertakings are excluded so far as shall be authorised by statute.

15. **LIMITATION OF DAMAGES.** Notwithstanding any other Term or Condition whether express or implied and whether contained in any purchase order agreement or other document POOLEIT shall not be liable to the Customer for any loss of profits or other direct, indirect or consequential loss howsoever arising.

16. **FORCE MAJEURE.** POOLEIT shall not be liable for any failure to perform any of its obligations under the terms of any Agreement where such failure is due to any cause beyond the control of POOLEIT.

17. **ASSIGNMENT.** The benefit and burden of this Contract may not be assigned by the Customer without the prior consent in writing of POOLEIT which may be granted or refused in the absolute discretion of POOLEIT.

18. **VALIDITY.** In the event that any term or condition is held to be void or unenforceable then this shall not affect the validity or enforceability of the other terms and conditions which shall be deemed to be severable.

19. **ENTIRE AGREEMENT**. The Contract comprising the order when accepted together with these terms and conditions embodies the entire understanding between POOLEIT and the Customer and may only be amended, varied, or supplemented in writing by a document signed by a Director of POOLEIT and the Customer or a person authorised on behalf of the Customer.

20. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the Laws of England and the parties hereto agree to subject themselves to the non-exclusive jurisdiction of the English Courts.

Signed for and on behalf of the Customer

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PRINT NAME: …………………………………………………………….

DATE:………………………………………………………………………

Signed for and on behalf of POOLEIT

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PRINT NAME: …………………………………………………………….

DATE:………………………………………………………………………