

# Terms and Conditions

- 1. Placing an order with CIM Software Ltd for any products or services will be taken as acceptance of these terms.
- 2. All prices are exclusive of VAT and carriage.

3. Prices are valid for 30 days from date of quote.

4. Any discounts given apply to quoted price only, not to subsequent charges.

5. E & O.E.

# Network/Workstation Platforms

6. Where this quotation includes software it has been assumed that the "platform" (i.e. the network server, workstations, peripherals, software etc., or any part thereof) is installed in such a way that will not affect the standard operation of software included in this quotation. No liability can be accepted if this is not the case. Any work in connection will be charged in addition to the quoted price.

# Payment Terms – Perpetually Licensed Software, Support and Hardware

7. All software purchased will require a deposit of 50% plus VAT with order and the balance payable 30 days from invoice date unless otherwise agreed.

8. All goods remain the property of CIM Software Ltd until paid for in full. Notwithstanding, the goods must be paid for in full where installed and the services carried out.

9. All specifications given are liable to change without notice and are the responsibility of the appropriate manufacturer. CIM Software Ltd accepts no liability as a result of such changes.

10. No liability can be accepted for software installed by persons other than CIM Software Ltd staff. Any work in this connection will be charged in addition to the quoted price.

11. Any Sage cover or support quoted will run for one year from date of order unless otherwise stated. Payment for all support contracts is due on

Software: Manufacturing Accounting

Services:

Software Support Project Management Training Consultancy Bespoke Software Customisation 3rd Party Integration IT

Park House, Franconia Drive, Nursling Industrial Estate, Southampton, SO16 0YW

Telephone: 02382 02 69 69

Email: enquiries@cim-services.co.uk Internet: http://www.cim-services.co.uk



or before the renewal date of the support.

11a. Payment for Annual Support Invoices constitutes acceptance of our Sage Software Support Agreement, a copy of which can be supplied on request.

#### Payment Terms – SaaS (Software as a Service) Subscription

- 12. All software provided under as SaaS subscription will require payment via Direct Debit. Subscription payments will be collected on the 1<sup>st</sup> working day of the month in advance.
- 13. All specifications given are liable to change without notice and are the responsibility of the appropriate manufacturer. CIM Software Ltd accepts no liability as a result of such changes.
- 14. No liability can be accepted for software installed by persons other than CIM Software Ltd staff. Any work in this connection will be charged in addition to the quoted price.
- 15. Payment for software provided under a SaaS subscription includes support for that software. Payment for the subscription constitutes acceptance of our Software Support Agreement, a copy of which can be supplied on request.

# Training and Consultancy

16. Training times are Monday to Friday 9:30am – 4:40pm (including a lunch break) excluding bank holidays.

17. There will be no charge if a substitute person wishes to replace the original delegate. Please inform our office of any changes to the original booking.

18. Our normal consultancy times are Monday to Friday 9:00am – 5:00pm.

19. Training and consultancy required at weekends will be charged at double time and must be by prior arrangement.

20. Cancellations or rescheduled bookings made within 3 working days of the booked date will be subject to a 100% charge. To inform us of a

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cancellation or reschedule please contact the office.

21. The number of days quoted is based upon the initial assessment during the pre sales demonstration(s) and discussions. During the course of the implementation it may become clear that further days will be required. These will need to be purchased at our standard rate.

22. Should a situation occur where the initial recommended number of training days are not purchased then this may have a detrimental affect on the effectiveness of the software for which CIM cannot be held responsible.

# **Stationery Layouts**

23. If not stated on the quotation, no allowance is included for carrying out amendments to stationary layouts, and should amendments be required this will be an additional charge.

24. Where an allowance is included for carrying out amendments to stationery layouts, this is a nominal rate per day and the actual time will depend on the number of layouts to be changed.

25. The minimum charge is £110.

26. Stationery layout changes are not covered by your support contract unless otherwise agreed.

# **Report Writing and Development**

27. Any reports and layouts included are based upon the initial assessment during the pre-sales demonstrations(s) and discussions. We will draw up a specification, which you will sign as your agreed requirement. During the course of the implementation it may become clear that further layouts or reports may be required and these will be quoted separately on a per report/layout basis.

#### Travel, Accommodation and Subsistence

28. Our rates do not include travel, accommodation or subsistence for installation or training.

29. Our traveling charges are 45p per mile and we charge actual invoice costs for accommodation and subsistence.

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#### **Changes & Cancellation of Support**

30. Support invoices will be sent out up to 90 days prior to renewal. This is based on Sage's 60 day cancellation policy prior to renewal. If you need to amend any part of the support contract or wish to cancel the invoice then you must notify us in writing before 60 days prior to the date of your renewal.

31. Unfortunately, if we have not received notification of amendments or a letter of cancellation before 60 days prior to the date of your renewal, then the support invoice will still be due as per the current contract and we will not be able to issue you with a credit.

#### Changes & Cancellation of SaaS Subscription

32. Subscriptions for software provided under a SaaS agreement can be cancelled with a minimum of 30 days' written notice.

31. Your contract notice period will begin 30 days from your next payment. After which, the contract will be terminated and no further payments will be collected.

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