

Support Terms and Conditions

Compiled By:

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Issued to:

Company Name: _____

Telephone No.: _____

Address: _____

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Issue Date: _____



Support Terms and Conditions

1. For the purpose of this document
 - 1.1 'Tempus' is Tempus Systems LTD.
 - 1.2 'The Client' is the purchaser from Tempus.
 - 1.3 'Product(s)' is all Equipment and Services supplied to the Client by Tempus.
 - 1.4 'The Site' is the property where Tempus Product is installed.
 - 1.5 'Support Contract' is the annual maintenance contract for Tempus Product.

2. General
 - 2.1 These 'Terms and Conditions' will document Tempus' guarantees to the Client and communicate Tempus' expectations from the Client.
 - 2.2 Tempus reserves the right to amend these Terms and Conditions according to the prevailing business climate.
 - 2.3 Tempus reserves the right to amend and/or improve Product specifications to meet the prevailing business climate.

3. Guarantees
 - 3.1 Tempus guarantees Product against fair wear and tear and/or all faults for the period of the Support Contract starting from the date of commencement.
 - 3.2 These guarantees do not include Product loss, neglect, abuse and/or misuse, damage due to fire, smoke, water (unless IP Rated), lightning, weather extremes, corrosion, theft, explosion, accidental damage, dismantling, modification and transit.
 - 3.3 If The Client uses Tempus' installation services, Tempus will resolve, free of charge, any problem caused by sub-standard workmanship that may arise within the first 12 months of the supply date. Tempus will not accept liability for work carried out independently by the Client or any external contractor that has not been approved by Tempus.

4. Prices
 - 4.1 All quoted prices exclude Value Added Tax (VAT).
 - 4.2 VAT will be applied to all invoices at the prevailing rate.
 - 4.3 Tempus will endeavour to maintain a static pricing structure. However, Tempus reserves the right to adjust prices according to external influences.

5. Payments and Orders
 - 5.1 Invoices payment must be within the time stated.
 - 5.2 An overdue payment will generate a written demand requesting full settlement within five working days. Failure to adhere to the demand will incur an automatic late payment surcharge of £25.00 or 2.5% (whichever the greater) of the outstanding balance.
 - 5.3 Non payment of invoices will be referred to a debt collection agency for recovery of funds. The Client will be held responsible for any external charges incurred.
 - 5.4 Payments must be made to Tempus directly by way of cheque or bank transfer, cash payments cannot be accepted. Cheques should be crossed and made payable to Tempus Systems LTD and only be sent to the address stated on the invoice.
 - 5.5 Product will not be dispatched to the Client until all outstanding invoices are satisfied.
 - 5.6 All new Clients must complete the Tempus Account Application Form, downloadable from the Tempus website. This must be completed and physically signed by the Client (electronic signatures will not be accepted). A completed hard copy must be returned to Tempus before trading can commence.
 - 5.7 Special Product items require a deposit of 50% upon order. These items include: quantity orders and/or Product not typically supplied by Tempus.
 - 5.8 Ex-stock product they will be dispatched upon receipt of order. The Client will be advised of an estimated delivery date for special orders or out of stock items.
 - 5.9 Product will not be dispatched without a purchase order from the client.
 - 5.10 Tempus reserves the right to suspend or withdraw support and/or trade with a Client due to non-payment. Support and/or trade will only be reinstated upon settlement of outstanding invoices and following new trade references and an administration fee.



6. Working Ethics

- 6.1 It should be in the interest of both Tempus and the Client to maintain a level of confidentiality with regards to all business conducted between the two parties.

7. Engineers Rates

- 7.1 Supported Clients will enjoy discounted engineer and Product rates.
- 7.2 Unsupported Clients will be charged Tempus' listed engineer and Product rates.
- 7.3 Engineer call-out fees include one hour travelling and one hour on Site. Thereafter an hourly rates applies that will be rounded up to the nearest full hour.
- 7.4 For travelling distances in excess of one hour an additional hourly charge will apply.
- 7.5 Engineer day rates apply if in excess of 6 hours (including travelling).
- 7.6 All charges will be agreed prior to the commencement of work.
- 7.7 Additional charges for 'out of regular working hours' will be applied.
- 7.8 Additional work will not be carried out unless agreed by the Client prior to or during the site visit.
- 7.9 Tempus reserves the right to revise its rates and pricing in line with Company policy and/or any external influences.

8. Support

- 8.1 Tempus will be responsible for all Product Support.
- 8.2 The Client will be offered all available options and will be free to choose the level of Support required.
- 8.3 The onus will be on the Client to provide Tempus with the necessary information to perform basic set-up for software driven products. This information must be provided at least 7 days prior to the supply/installation date.
- 8.4 Pre-paid maintenance visits will consist of: software updates; database compression and hardware inspection and testing. Tempus will also advise and recommend any hardware upgrades that may be required or benefit the Client.
- 8.5 Faults or malfunctions must be reported to Tempus immediately. If it is necessary to return Product for repair, it will be the Client's responsibility to ensure that the Product is adequately packed and all postage/courier fees are paid in full.
- 8.6 If the Client cannot disconnect the Product for transit, Tempus will supply an engineer, but only at the Client's request. Site visits will be chargeable unless otherwise stated in writing.
- 8.7 Tempus will endeavour to correct any problem during the Site visit. However, in an event that this is not possible Tempus is obliged to correct the problem as soon as a solution becomes available. The Client will be advised of an estimated time for this to be resolved.
- 8.8 Product covered under Support will be replaced, repaired and or refurbished free of charge.
- 8.9 Hardware will not be covered under Support and charges will apply to correct any fault caused by vandalism, Water ingress (non IP rated Product), electrical faults, faulty wiring or any fault resulting from misuse or abuse.
- 8.10 Travelling, hotel and over-night expenses (when required) will be reasonably charged and included on the invoice.
- 8.11 In the event of an engineer being called to site and no fault is evident Tempus reserves the rights to apply the necessary call-out charges.

9. Limitations

- 9.1 Tempus reserves the rights to amend and or change these terms at anytime with reasonable notice, in line with company policy.
- 9.2 In the event that the Terms set out in this document are not adhered to, or if it has been proven that the Client's behaviour or actions have been unethical in any way, the Tempus Directors reserve the right to revoke the Support Contract.
- 9.3 The Client reserves the right to terminate the Support Contract for reasons where Tempus has not complied with these terms or where it has been proven that Tempus has acted unethically and/or unprofessionally.

