



STANDARD TERMS AND CONDITIONS

Please read these conditions carefully before placing your order and retain a copy of these conditions and your order for future reference.

CONTRACT

- 1 These Conditions shall apply and govern the contractual relationship between VoicePower Ltd, 3 Hornbeam Square South, Hornbeam Park, Harrogate, HG2 8NB ("VoicePower") and the purchaser ("Client") of services provided supplied by VoicePower ("Services") which may include the supply of hardware, software or other products ("Goods").
- 2 Any order for Services shall be deemed an offer by the Client to purchase Services pursuant to these Conditions and, where the Services comprise support services, the conditions relating to that support ("the Support Conditions").
- 3 A contract shall be formed ("Contract") when VoicePower accepts an order for Services from the Client. An acknowledgement of an order does not constitute acceptance of the offer or formation of a contract.
- 4 No variation to these Conditions (or of the Support Conditions) shall have effect unless they are in writing and signed by an authorised signatory of VoicePower and no other provisions which the Client purports to apply, whether on any purchase order or other document are to be incorporated into any Contract.
- 5 If the Client is a consumer the Contract is, in certain circumstances, subject to a right of cancellation pursuant to clauses 28 to 35.
- 6 It is the Client's responsibility to satisfy itself that all products and orders are in accordance with its requirements and that such are contained in any estimate or specification produced by VoicePower.
- 7 The Client acknowledges that it does not enter this contract in reliance on any other representation other than that contained in a written proposal accepted by the Client.

PRICE

- 8 The price charged will be the price at the time of order as shown on VoicePower's website or alternatively as quoted to the Client. All prices are exclusive of VAT which shall also be payable by the Client.
- 9 VoicePower will hold the price on any product it holds in stock (but not any products not in stock or any goods in stock sold subsequent to quotation) for a period of one month from the quotation date. If the price is higher at the time of the Client's order, the Client may agree to pay the increased price or cancel the order.
- 10 Except when the Client is a consumer VoicePower also reserves the right, by giving written notice to the Client at any time before delivery, to increase the price of the products to reflect any increase in the cost to VoicePower which is due to any factor beyond the control of VoicePower, any change in delivery dates, quantities or specifications for the products which is requested by the Client, or any delay caused by any instructions from the Client or failure of the Client to give VoicePower adequate information or instructions.
- 11 The price quoted shall not be binding on VoicePower in the event of mistake or omission whatsoever and howsoever arising.
- 12 Goods are subject to availability. If on receipt of the order the goods the Client has ordered are not available in stock, VoicePower will inform the Client as soon as possible and refund and recredit the Client for any sum that has been paid by the Client or debited from the Client's credit card for the Goods.
- 13 All prices quoted in respect of Goods are exclusive of delivery (as set out on VoicePower's website), which the Client will also be required to pay.

PAYMENT

- 14 Where account facilities have been granted to the Client in writing the invoice shall be paid within 30 days of the invoice. VoicePower shall be entitled to withdraw any credit facilities on giving notice to the Client.
- 15 Where no account facilities have been granted payment shall be made at the time of order or, with the agreement of VoicePower at the time of order, by monthly instalments.
- 16 Statutory interest shall apply where the Client enters into a Contract in the course of a business. Where the Client is not acting in the course of a business, if any sum is not paid on the due date for payment the Client shall pay interest on the sum outstanding at a rate of 4% above the base rate of Barclays Bank plc from time to time until payment has been made.

CLIENT'S OBLIGATIONS - GENERAL

- 17 The Client shall give all information as may be necessary to enable VoicePower to carry out its obligations under any Contract, including in accordance with any time schedules agreed.
- 18 Prior to or immediately after the entering into of the Contract VoicePower and the Client shall, where applicable, agree an agenda for the delivery of Services, which may include the agenda for the provision / installation of Goods.
- 19 Any requests for variation to the agenda must be made in writing by the Client and shall only become effective upon agreement in writing between VoicePower and the Client about the variation (including any change in cost).

TRAINING

- 20 Once an order for training has been accepted and a training date agreed, cancellation or postponement of the training will be subject to the following charges:
 - More than 5 working days before training date - no charge
 - 5 working days or less before the training date - training to be charged in full

TERMS RELATING TO THE SUPPLY OF HARDWARE AND SOFTWARE PREPARATION OF SITE

- 21 VoicePower shall use their reasonable endeavours to supply such information as is necessary to enable the Client at its own expense to prepare its premises and equipment for installation of any Goods by the agreed delivery date and to provide all necessary facilities including environmental conditions, power and telecommunication supplies prior to the delivery date to allow installation.
- 22 If such preparation or provision of facilities are unsuitable or not ready by the delivery date the Client shall pay to VoicePower (in addition to any sums due in respect of the system as if delivery had taken place) all additional costs reasonably and properly incurred as a result.
- 23 It is a condition of any warranty that the Client maintains the facilities provided in good order and to the reasonable satisfaction of VoicePower during any warranty period.

DELIVERY

- 24 Goods will be delivered to the address given when the Client places the order.
- 25 The Client must make all arrangements to take delivery of the Goods when they are tendered for delivery.
- 26 VoicePower will deliver the goods within a reasonable period of acceptance of the Client's order, and in any event within 30 days of the Client's order for deliveries within U.K but any dates given for delivery are approximate and of no contractual effect.



SUSPENSION OF SERVICES

- 27 Without prejudice to the termination of any Contract under clause 44 or 45, VoicePower shall not be required to continue providing Services if:
- any monies due under these Conditions are outstanding
 - the Client fails to comply with any of these Conditions
 - the Client fails to follow recommendations made by VoicePower which hinders the provision of any the Services.

CANCELLATION

- 28 This section only applies where the Client is a consumer. Where the Client is not a consumer a Contract can only be cancelled with VoicePower's consent.
- 29 For the purpose of this section a working day is any day other than weekends and bank or other public holidays.
- 30 The Client has the right to cancel a Contract:
- (where the Contract is for Goods) at any time up to the end of seven working days of receipt of Goods (the period starting on the day after receipt of the Goods)
 - (where the Contract is not for Goods) at any time up to the end of seven working days after formation of the Contract, provided that VoicePower has not begun to provide Services pursuant to that Contract.
- 31 To exercise the Client's right of cancellation, notice should be given to VoicePower pursuant to clause 60, which should give details of the Goods ordered and (where appropriate) their delivery.
- 32 If the Client exercises his right of cancellation after the Goods have been delivered to him, the Client will be responsible for returning the Goods to VoicePower at the Client's own cost. The Goods must be returned to VoicePower's address shown in these Conditions. The Client must take reasonable care to ensure the goods are not damaged in the meantime or in transit.
- 33 Once the Client has notified VoicePower that they are cancelling the Contract, VoicePower will refund or recredit the Client within 30 days for any sum that has been paid by the Client in respect of that Contract.
- 34 The Client does not have the right to cancel a Contract where the Goods are audio or video recordings or computer software which have been unsealed by the Client, or for Goods which by their nature cannot be returned, or are liable to deteriorate or expire rapidly or for any Goods which are set up specifically for the Client. VoicePower will notify the Client at the time the order is accepted if this applies.
- 35 Unless VoicePower agrees otherwise in writing the Client does not have the right to cancel a Contract which is not for the sale of Goods where VoicePower has begun to provide Services pursuant to that Contract.

RISK AND RETENTION OF TITLE

- 36 This section only applies to business Clients.
- 37 The risk in the Goods shall pass to the Client upon delivery.
- 38 Until VoicePower is paid in full the ownership of the Goods remains with VoicePower. Until such time as the property in the Goods passes to the Client, the Client shall hold the Goods as VoicePower's fiduciary agent and bailee and shall keep the Goods separate from those of the Client and third parties and properly stored, protected and insured and identified as VoicePower's property, but the Client may use the goods in the ordinary course of its business.
- 39 Until VoicePower is paid in full VoicePower may enter any premises of the Client to retake possession of the Goods. For this purpose the Client grants to VoicePower right of access on to its premises to recover any Goods.

USE OF HARDWARE AND SOFTWARE UNTIL COMPLETION OF THE CONTRACT

- 40 Until VoicePower shall have been paid in full for any Services the Client shall:
- a Not permit any persons other than VoicePower to effect any replacement or parts or maintain or otherwise adjust or repair the products.
 - b Use only such support products as have been previously approved by VoicePower.
 - c Not assign or part with any of the products.
- 41 In so far as any copyright or other intellectual property rights in any software are vested in VoicePower, VoicePower grants the Client a non exclusive non-transferable licence to use, for its own use only, the software upon the payment of such licence fee and maintenance charges as are applicable from time to time. Ownership in any such software or in any associated documentation, including ownership in any intellectual property, shall not pass to the Client.
- 42 In so far as the copyright is vested in any third party the Client shall comply with the terms of any user licence. Voice Power shall not be liable for any loss caused to the Client in the event that such loss arises directly or indirectly out of the breach by the Client of any such licence and the Client shall fully indemnify VoicePower from any loss arising out of any such breach.

TERM AND TERMINATION

- 43 A Contract shall continue, unless terminated earlier in accordance with clause 44 or 45:
- where the Services comprise support services, until the agreed expiry date for the support services ("Initial Term"), when it shall terminate automatically without notice unless, no later than the end of the Initial Term (or any Extended Term agreed under this clause), the parties agree in writing that the term of the agreement shall be extended for a further period ("Extended Term").
 - where the Services are ongoing, until either party gives to the other party not less than one month's notice to terminate, such notice not to expire prior to the agreed expiry date for the provision of Services (which in the case of pay monthly clients will ordinarily be 12 months from the date of installation).
 - otherwise, until the provision of the Services has concluded.
- 44 Without prejudice to any of its rights or remedies a Contract may be terminated by either party with immediate notice by giving written notice to the other party if:
- the other party fails to pay any amount due under a Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - the other party commits a material breach of any of these Conditions (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
 - the other party repeatedly breaches any of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.
- 45 Without prejudice to any of its rights or remedies all Contracts shall terminate automatically upon:
- the Client, being an individual, is the subject of a bankruptcy petition or order, or



- the Client, being a company or other corporation, having a Receiver appointed being wound up, or having a petition filed or notice given, or resolution passed or order made for or in connection with its winding up

46 In the event of termination of a Contract (for whatever reason) VoicePower shall have the right (without prejudice to any other rights or remedies which they may have) to enter the Client's premises and to remove its equipment and any Goods supplied which are not paid for.

WARRANTIES

- 47 VoicePower shall use reasonable care and skill in the provision of Services and in accordance with commonly accepted professional standards.
- 48 VoicePower will use its reasonable endeavours to procure that the benefit of any manufacturers or other suppliers warranty is transferred for the benefit of the Client. This warranty does not affect the Client's statutory rights as a consumer.

TIME AND DELAY

- 49 Time shall not be of the essence in connection with any obligations of VoicePower.
- 50 VoicePower shall not be in breach of any Contract or otherwise liable for delay in performing or failure to perform any of its obligations if such delay or failure results from any event or circumstance outside its reasonable control.
- 51 VoicePower shall not be in breach of any Contract or liable for delay in performing or failure to perform any of its obligations if such delay or failure results from any act or default of the Client and in these circumstances the Client shall pay for all additional time reasonably and properly incurred at VoicePower's standard prices and any additional expenses reasonably and properly incurred.

LIMIT OF LIABILITY

- 52 VoicePower's liability to the Client shall not exceed the price paid for the Services to which the liability relates.
- 53 VoicePower shall not be liable to the Client for any indirect or consequential loss or damage including but not limited to loss of profits or use or accidentally deleted data.
- 54 It is the Client's responsibility to obtain such insurance cover necessary to cover such indirect or consequential or other loss.
- 55 If the product to be supplied by a Contract is a Speech Recognition product the Client understands that speech recognition is a statistical process and that recognition errors are inevitable and that it is the responsibility of the Client to correct such errors before using the result of the recognition process. VoicePower shall in no event be liable for any direct or indirect damage resulting from errors in the recognition process.
- 56 Nothing in these Conditions excludes or limits liability for death or personal injury caused as a result of VoicePower's negligence; or liability for fraud or fraudulent misrepresentation.
- 57 Where the Client is a consumer nothing in these Conditions excludes or limits liability where this would limit the Client's statutory rights or rights that the Client has under other applicable local law.

STATUTORY AND OTHER REGULATIONS

- 58 It is the responsibility of the Client to comply with any statutory or other requirements concerning the control of exports of any of the products supplied by VoicePower and the Client shall fully indemnify VoicePower from any loss arising out of any infringement of any such requirements.

CONFIDENTIALITY

- 59 The Client and VoicePower shall each keep confidential any confidential information obtained in respect of the other and shall not divulge the same to any third party without the consent of the other unless such information is in the public domain, is provided to that party without restriction by a third party who did not breach confidentiality obligations by doing so or was known to that party before it was received.

NOTICES

- 60 Any notices to be given under these Conditions shall be given in writing by hand or post, fax or email. Notices to be served on VoicePower shall be served at the address given above, or fax number **(01423) 871 129** or email address **info@voicepower.co.uk**

ASSIGNMENT

- 61 VoicePower may assign its rights and obligations under any Contract. The Client may assign its rights and obligations with the prior written consent of VoicePower, such consent not to be unreasonably withheld subject to VoicePower being reasonably satisfied that such assignee shall be able to perform all of its obligations pursuant to these Conditions.

WAIVER

- 62 No delay, neglect or forbearance on the part of either party shall be deemed to be a waiver of any right or remedy or in any way prejudice the rights or remedies of that party.

GOVERNING LAW

- 63 These Conditions and any Contract shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

SEVERANCE

- 64 If any of these Conditions are held by a court or any other competent authority to be invalid or unenforceable in whole or in part, the validity of the other Conditions shall not be affected.

ENTIRE AGREEMENT

- 65 These Conditions constitutes the contractual basis on which any Contracts are governed and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to their subject matter.

