



## 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.

## 1. OUR TERMS

- 1.1 These are the standard terms and conditions (**'Terms'**) on which VoicePower Limited (**'We', 'Our' or 'Us'**) supply products to you (**'You' or 'Your'**), including:
- a) **'Goods'** - meaning tangible, moveable items including (but not limited to) hardware and packaged software;
  - b) **'Services'** - meaning installation services and/or training and/or support services provided by Us to You; and/or
  - c) **'Digital content'** - meaning data or digital software produced and supplied in online or downloadable form,
- each a **'Product'** and collectively the **'Products'**.
- 1.2 In these Terms a reference to:
- 1.2.1 **'days'** shall mean calendar days unless specific reference is made to **'business days'** which shall mean a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England.
- 1.2.2 **'Support Services'** means support for software and/or hardware provided by Us to You for an initial term of 12 months (**'Initial Term'**) or any subsequent 12 month period (**'Further Term/s'**);
- 1.2.3 **'writing'** shall include email.
- 1.3 You will have different rights under these Terms depending on whether You are a consumer or a business customer. Provisions relating to consumers only are in **blue** and those specific to business customers only are in **red**.
- 1.3.1 **You are a consumer if:**
- a) **You are an individual; and**
  - b) **You are buying Products from Us wholly or mainly for Your personal use (not for use in connection with Your trade, business, craft or profession).**

## 2. ORDERS AND OUR CONTRACT WITH YOU

- 2.1 Any order for Products shall be deemed to be an offer by You to purchase those Products under these Terms;
- 2.2 Where Your order is for (or comprises) Support Services for software or hardware, Your order shall also be deemed to be an offer to purchase such Support Services under the support conditions (the **'Support Conditions'**), a copy of which is attached to these Terms;
- 2.3 An acknowledgement of an order does not constitute acceptance of Your offer or formation of a contract;
- 2.4 Your order shall be deemed to be accepted when We write to You accepting it. At this point a contract will be formed between You and Us (**'Contract'**);
- 2.5 If We are unable to accept Your order, We will notify You of this in writing and will not charge You for the Products;
- 2.6 Our website and any other promotional material is solely for the promotion of Our Products in the UK. We do not accept orders from or deliver to addresses outside the UK, unless first approved and confirmed by Us in writing.

## 3. PRICE

- 3.1 The price for Products will be either the price shown on Our website at the time of Your order, or as quoted by Us on the telephone, or as provided in writing (**'Price'**).
- 3.2 A quotation for Products provided by Us is not a binding offer to supply those Products to You.
- 3.3 Where We provide a quotation, We will at Our discretion hold the quoted Price for a period of one month from the quotation date. However, in respect of Goods, this clause 3.3 shall only apply where We hold those Goods in stock.
- 3.4 We may change the Price of Products where there has been a pricing error or if there has been a change to the Price of the Products which is beyond Our control. If the Price of any Products is higher at the time of Your order, We will contact You offering You the option to either pay the increased Price, or to cancel Your order.
- 3.5 We may increase the charges for Support Services, in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the commencement of each Further Term and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 3.6 Prices shown on Our website or quoted to You exclude:
- 3.6.1 VAT which shall be payable by You in addition. If the rate of VAT changes between Your order date and the date We supply the Products, We will adjust the rate of VAT that You pay, unless You have already paid for the Products in full before the change in the rate of VAT takes effect.
- 3.6.2 Delivery costs which shall be payable by You in addition. Delivery costs will be shown on Our website, provided by telephone or provided in writing to You during the order process.

## 4. PAYMENT, INTEREST AND DEDUCTIONS

- 4.1 Where you are a Business, We may grant account facilities to You in writing before Your order. Any invoice for Products provided on account shall be paid within 30 days of the invoice date. We shall be entitled to withdraw any credit facilities with immediate effect on giving notice to You in writing.
- 4.2 Where no account facilities have been granted to You (including where You are a Consumer), payment shall be made as follows:
- a) **Goods:** You must pay for the Goods before We dispatch them;
  - b) **Services:**
    - (i) Where We supply Services on a one-off basis (which excludes Support Services), You must pay for the Services before We provide them; and
    - (ii) Where We supply Support Services, You must pay for the Support Services in full before the start of the Initial Term and for any subsequent Further Term/s, payment shall be made within 30 days of the invoice date.
  - c) **Digital content:** You must pay for the Digital content before that content will be provided to You for download.
- 4.3 We may agree that You can pay for Products by monthly instalments. Where this is agreed by Us, We will provide You with confirmation in writing.
- 4.4 We may charge You interest on late payments as follows:
- 4.4.1 Where You are a consumer, if any sum is not paid on the due date for payment, You 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 in full; and
  - 4.4.2 Where You are a business customer, interest and charges under the Late Payment of Commercial Debts (Interest) Act 1988 shall apply to late payment/s, until the overdue sum has been paid, whether before or after judgement.
- 4.5 Where You are a business customer, You must pay all amounts due to Us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 5. DELIVERY AND PERFORMANCE

### 5.1 Goods:

- 5.1.1 Goods will be delivered to the address given when You place Your order.
- 5.1.2 We will deliver Goods within a reasonable period of Our acceptance of Your order, and in any event within 30 days after the date on which We accept Your order for deliveries within the U.K.
- 5.1.3 You will co-operate in taking delivery of the Goods once dispatched to You.
- 5.1.4 If delivery is delayed by an event outside of Our control, then We will contact You as soon as reasonably possible to let You know and We will take such reasonable steps as are in Our control to minimise the effect of the delay. Where You are a Consumer, if there is a risk of substantial delay, You may contact Us to end the Contract and receive a refund for any Goods You have paid for but not received.
- 5.1.5 If after a failed attempt to deliver Goods to You, You do not re-arrange delivery or collect the Goods from a delivery depot, We will contact You for further instructions and may charge You for storage costs and any further delivery costs. If, despite Our reasonable efforts, We are unable to contact You or re-arrange delivery, We may end the Contract and clause 12.2 will apply.

### 5.2 Services:

- 5.2.1 Where applicable, Services will be performed at the address given at the time of Your order.
- 5.2.2 Where the supply of Services is one-off (which excludes Support Services), We will begin the Services on the date agreed with You in writing during the order process.
- 5.2.3 Where We provide Support Services, We will supply those Services to You until You end the Contract under clause 10 or We end the Contract under clause 12.
- 5.2.4 Where applicable, any request to vary the timetable for providing the Services must be made to Us in writing and will only become effective when We agree to the variation (including any change in cost) in writing.
- 5.2.5 Where applicable, if You do not allow Us access to Your property to perform the Services as arranged (and You do not have a good reason for this) We may charge You for any additional costs incurred by Us as a result. If, despite Our reasonable efforts, We are unable to contact You or re-arrange access to Your property We may end the Contract and clause 12.2 will apply.

### 5.3 Digital content:

- 5.3.1 Where You make a one-off purchase of Digital Content, We will make the Digital Content available for download by You as soon as We process Your order.
- 5.3.2 Where You subscribe for ongoing Digital Content, We will supply the digital content to You until the subscription expires or either You end the Contract under clause 10 or We end the Contract under clause 12.

## 6. USE OF GOODS UNTIL COMPLETION OF THE CONTRACT

6.1 Until We have been paid in full for any Goods, You shall:

- a) not permit anyone other than Us to replace all or part of any Goods, maintain, adjust or repair the Goods;
- b) only use support products as have been previously approved by Us; and
- c) not transfer or part with any of the Goods.

6.2 Where any copyright or other intellectual property rights in any Goods belong to Us, We grant You a non-exclusive, non-transferable licence to use the Goods (where applicable, upon the payment of any licence fee and maintenance charges). Ownership in any such Intellectual Property shall not pass to You.

6.3 Where copyright is owned by any third party, You will comply with the terms of any user licence. We shall not be liable for any loss caused to You in the event that such loss arises directly or indirectly out of Your breach of any such licence and You shall fully indemnify Us from any loss arising out of any such breach.

## 7. SUSPENSION OF SUPPLY

7.1 We shall not be required to continue providing any Products if:

- a) any monies due from You under these Terms are overdue;
- b) You do not comply with any of these Terms; and
- c) You do not follow recommendations made by Us which hinders the provision of any of the Services.

## 8. RESPONSIBILITY FOR GOODS (RISK)

Goods will become Your responsibility when they are delivered to You.

## 9. OWNERSHIP OF GOODS (TITLE)

9.1 You will own any Goods when We have received payment in full.

9.2 Where You are a Business Customer, until You own the Goods We retain title and You shall keep the Goods separate from Yours and other third parties', properly stored, protected, insured and identified as Our property. Until We are paid in full, You grant Us access to enter Your premises to retake possession of the Goods

## 10. YOUR RIGHT OF CANCELLATION

10.1. You may cancel the Contract as follows:

Reason for Cancellation	Clause	Guidance
Something We have done or have told You We are going to do	10.2	
You are a Consumer who has Changed Your mind	10.3	This does not apply to business customers.
Products are faulty or misdescribed	i. Where You are a consumer, see 13.1; and ii. Where You are a business customer see 13.2	You may have a legal right to end the contract, or to get the Product repaired or replaced or a Service re-performed, or to get some of or all Your money refunded.
All other cases	10.4	Where We are not at fault and there is no right to change Your mind (in particular where you are a business customer).

10.2 Something We have done or have told You We are going to do

If You are ending the Contract for a reason set out at (a) to (d) below, the Contract will end immediately and We will refund You in full for any Products which have not been provided. The reasons are:

- a) We have told You about a material change to the Products or these Terms which You do not agree to;
- b) We have told You about an error in the Price or description of the Products You have ordered and You do not wish to proceed;

- c) You have a legal right to end the Contract because of something We have done wrong;
- d) there is a risk that the supply of the Products may be significantly delayed because of events outside Our control.

### 10.3 You are a Consumer who has Changed Your mind

Where You are a consumer then for most Products bought on Our website, or over the telephone, or by email exchange, You have a right to change Your mind within 14 days and to receive a refund under the Consumer Contracts Regulations 2013.

#### 10.3.1 Your right as a consumer to change Your mind *does not apply* in respect of:

- a) Digital content, the supply of which shall be deemed to have begun on receipt of Your order;
- b) Services, once these have been completed, even if the cancellation period is still running;
- c) sealed audio or sealed video recordings or sealed computer software, once these Goods are unsealed after You receive them;
- d) any Goods which become mixed inseparably with other items after their delivery, and You acknowledge and consent to Your right to change Your mind being limited in respect of these Products.

#### 10.3.2 Where You are a consumer, Your right to change Your mind is as follows:

- a) **Goods:** You have 14 days after the day You (or someone you nominate) receives the Goods, unless Your Goods are split into several deliveries over different days. In this case You have until 14 days after the day You (or someone receiving a delivery on your behalf) receive the last delivery;
- b) **Services:** You have 14 days after the day We confirm acceptance of Your order. However, once We have completed the Services You cannot change Your mind, even if the 14 day period is still running. If You cancel after We have started the Services, You must pay Us for the Services provided up until the time You tell Us that You have changed Your mind.

Where the Services are comprised of training You will not be entitled to a refund if the training is cancelled 5 or less business days before commencement; and

- c) **Digital content:** You have 14 days after the day We confirm acceptance of Your order, or, if earlier, until You start downloading or streaming. If We delivered the digital content to You immediately and You agreed to this when ordering, You will not have a right to change Your mind.

### 10.4 All other cases:

10.4.1 You can still end the Contract before it is completed, but You may have to pay Us compensation.

10.4.2 A Contract is deemed complete:

- a) **Goods or Digital Content:** when the Product is delivered, downloaded or streamed and paid for; and
- b) **Services:** when We have finished providing the Services and You have paid for them.

10.4.3 Subject to clauses 10.4.4 and 10.4.5 below, where You tell Us that You want to end the Contract, it will end immediately and We will refund any sums paid by You for Products not provided, but We may deduct from that refund (or, if You have not made an advance payment, charge You) reasonable compensation for the net costs We will incur as a result of You ending the Contract.

10.4.4 Where You cancel training You will not be entitled to a refund if the training is cancelled 5 or less business days before commencement.

10.4.5 Where You cancel Support Services; You must provide one calendar month's prior notice.

## 11 HOW YOU END THE CONTRACT, RETURNS AND REFUNDS

11.1 **How:** To end the Contract, please contact Us using Our contact details in clause 23.

11.2 **Returns:** If You end the Contract for any reason after Goods have been dispatched to You or You have received them, You must return them to Us. You must return the Goods to Us at Our address in clause 23, or (if they are not suitable for posting) allow Us to collect them from You. **If You are a consumer exercising Your right to change Your mind You must send off Goods within 14 days of telling Us You wish to end the Contract.**

11.3 We will pay the costs of return:

- a) if the Goods are faulty or misdescribed; or

- b) if You are ending the Contract because We have told You of an upcoming change to the Products or these Terms, an error in pricing or description, a delay in delivery due to events outside Our control or because You have a legal right to do so as a result of something We have done wrong;

In all other circumstances (including where you are a consumer exercising Your right to change Your mind) You must pay the costs of return.

11.4 If You are responsible for the costs of return and We are collecting the Product from You, We will charge You the direct cost to Us of collection.

11.5 **Refunds:** If You are entitled to a refund under these Terms We will refund You the Price You paid for the Products including delivery costs, by the method You used for payment. However, We may make deductions from the Price as set out in clause 12.2.

11.6 If You are a consumer exercising Your right to change Your mind:

- a) We may reduce Your refund of the Price paid (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by Your handling of them. If We refund You the Price paid before We are able to inspect the Goods and later discover You have handled them in an unacceptable way, You must pay Us an appropriate amount to be determined by Us.
- b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method We offer.
- c) Where We supply Services, We may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when You told Us You had changed Your mind. The amount will be pro-rata.

11.7 Subject to clause 11.7.1 below, We will make a refund to You as soon as possible.

11.7.1 Where You are a consumer exercising Your right to change Your mind:

- (a) In respect of Goods which We have not offered to collect, Your refund will be made within 14 days from the day on which We receive the Goods back from You or, if earlier, the day on which You provide Us with evidence that You have sent the Product back to Us.
- (b) In all other cases, Your refund will be made within 14 days of You telling Us You have changed Your mind.

## 12 OUR RIGHT OF CANCELLATION

12.1 We may end the Contract at any time by writing to You if You:

- a) do not make any payment to Us when it is due and You still do not make payment within 14 days of Us reminding You that payment is due;
- b) materially breach any of these Terms (other than failure to pay in clause a) above) and if such breach can be remedied, fail to remedy that breach within a period of 14 days after being notified by Us in writing to do so;
- c) repeatedly breach any of these Terms so as to reasonably justify the opinion that Your conduct is inconsistent with You having the intention or ability to give effect to the Terms of this agreement;
- d) do not within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Products;
- e) do not within a reasonable time, allow Us to deliver the Goods to You or collect them from Us; or
- f) do not within a reasonable time, allow Us access to Your premises to supply the Services.

12.2 If We end the Contract in the situations set out in clause 5.1.5, 5.2.5 or 12.1, We will refund any money You have paid in advance for Products we have not provided, but We may deduct or charge You reasonable compensation for the costs We will incur as a result of Your breaking the Contract.

12.3 In addition to Clause 12.1, We may otherwise write to You to let You know that We are going to stop providing or withdrawing Products (excluding Support Services – see 12.4). We will let You know at least 5 business days in advance of Our stopping the supply of the Products and will refund any sums you have paid in advance for Products which will not be provided.

12.4 In addition to Clause 12.1, We may otherwise end Support Services by providing 1 month's prior written notice to you in writing and We will provide a pro-rata refund of any money You have paid in advance, for any remainder of the Initial Term or the Further Term.

## 13 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

13.1 Where You are a consumer

13.1.1 We will supply Products that are in conformity with this Contract. Nothing in these Terms will affect Your legal rights.

13.1.2 If You wish to exercise Your legal rights to reject Products You must post them back to Us or (if they are not suitable for posting) allow Us to collect them from You. We will pay the costs of postage or collection. Please contact Us using the details in clause 23.

## 13.2 Where You are a business customer

### 13.2.1 We warrant that on delivery any Products which are Goods shall:

- a) conform in all material respects with their description and any relevant specification;
- b) be free from material defects in design, material and workmanship;
- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d) be fit for any purpose held out by Us.

### 13.2.2 Subject to clause 13.2.3, if:

- a) You give Us notice in writing within a reasonable time of discovery that a Product does not comply with the warranty set out in clause 13.2.1; and
- b) We are given a reasonable opportunity of examining that Product; and
- c) You return that Product to Us at Our cost,

We shall, at Our option, repair or replace the defective Product, or refund the Price of the defective Product in full.

### 13.2.3 We will not be liable for a Product's failure to comply with the warranty in 13.2.1 if:

- a) You make any further use of such Product after giving a notice in accordance with clause 13.2.2(a);
- b) the defect arises because You failed to follow Our instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
- c) the defect arises as a result of Us following any drawing, design or specification supplied by You;
- d) You alter or repair the Product without Our written consent; or
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

### 13.2.4 Except as provided in this clause 13, We shall have no liability to You in respect of a Product's failure to comply with the warranty set out in clause 13.2.1

13.3 These Terms shall apply to any repaired or replacement Products supplied by Us.

## 14 INSOLVENCY

14.1 Without affecting any other rights or remedies, a Contract shall terminate automatically:

- a) where You are an individual - on presenting a bankruptcy petition or obtaining a bankruptcy order; or
- b) where You are a company or other corporation, on a Receiver being appointed, on being wound up, or on having a petition filed or notice given, or a resolution passed or order made for or in connection with winding up.

## 15 TIME AND DELAY

15.1 Except as is provided for in clause 10.2(d), time shall not be of the essence in connection with any of Our obligations. We shall not be in breach of Contract or otherwise liable for delay in performing or failure to perform any of Our obligations if such delay or failure results from any event or circumstance outside Our reasonable control.

15.2 We shall not be liable for breach of any Contract or liable for delay in performing or failure to perform any obligations if such delay or failure results from Your act or omission and in these circumstances, You shall pay for all additional time and expenses reasonably and properly incurred.

## 16 OUR LIABILITY

16.1 Where you are a consumer:

16.1.1 We are responsible to You for foreseeable loss and damage caused by Us. If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this Contract or Our failing to Use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the order process.

- 16.1.2 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the and for defective products under the Consumer Protection Act 1987.
- 16.1.3 If We are providing Services in Your property We will make good any damage to Your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover while providing the Services.
- 16.1.4 If defective Digital content which We have supplied damages a device or digital content belonging to You and this is caused by Our failure to use reasonable care and skill, We will either repair the damage or pay You compensation. However, We will not be liable for damage which You could have avoided by following Our advice to apply an update offered to You free of charge or for damage which was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements.
- 16.1.5 We only supply the Products to You for domestic and private use. If You use the Products for any commercial, business or re-sale purpose Our liability to You will be limited as set out in Clause 16.2.
- 16.2 Where You are a business customer:
- 16.2.1 Nothing in these Terms shall limit or exclude Our liability for:
- a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
  - b) fraud or fraudulent misrepresentation;
  - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - d) defective products under the Consumer Protection Act 1987; or
  - e) any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 16.2.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.
- 16.2.3 Subject to Clause 16.2.1:
- a) We shall not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between Us. It is Your responsibility to obtain such insurance cover necessary to cover such indirect or consequential or other loss; and
  - b) Our total liability to You for all other losses arising under or in connection with any contract between Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by You for Products under this Contract.

## 17 CONFIDENTIALITY

Both parties will 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.

## 18 TRANSFER OF THIS AGREEMENT

- 18.1 We may assign Our rights and obligations under these Terms. We will contact You to let You know if We plan to do this.
- 18.2 You may only assign Your rights and obligations with Our prior written consent. Our consent will not be unreasonably withheld, but We may refuse consent where We are not reasonably satisfied that the party you are assigning to (assignee) shall be able to perform all of its obligations under these Terms.

## 19 WAIVER

If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

## 20 WHICH LAW APPLIES TO THIS CONTRACT

Any dispute or claim arising out of or in connection with a Contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## 21 SEVERANCE

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## 22 ENTIRE AGREEMENT AND VARIATION TO TERMS

- 22.1 If You are a business customer these Terms (and where applicable, the Support Conditions) constitute the entire agreement between us in relation to Your purchase. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22.2 No variation to these Terms (or to the Support Conditions) shall have effect unless provided by Us in writing.

## 23 **INFORMATION ABOUT US AND HOW TO CONTACT US**

23.1 We are a private limited company registered in England and Wales with company number 028210016. Our registered office is 3 Hornbeam Square South, Hornbeam Park, Harrogate, HG2 8NB.

23.2 You may contact Us or give Us notice by:

- E-mail: [info@voicepower.co.uk](mailto:info@voicepower.co.uk);
- Telephone: 01423 870 476; or
- In writing to Our registered office.