



STANDARD TERMS

1 INTERPRETATION

Contract	our binding agreement with you for the supply of Products in accordance with these Terms;
Digital Content	data or digital software produced and supplied in online or downloadable form;
Goods	tangible, moveable items including (but not limited to) hardware and packaged software;
Order	any order for Products received by Us from You or on Your behalf;
Quote	written confirmation from Us to You confirming that we accept your Order and excludes any order acknowledgement;
Price	the price of the Products as provided by clause 4.1;
Products	Goods, Services and Digital Content;
Services	installation services and/or training and/or Support Services;
Support Conditions	are the Support Conditions attached to this document;
Support Services	support for software and/or hardware;
Terms	the terms set out in this document and includes the Support Conditions where any Support Services are provided by Us as part of the Contract;
We, Our, Us	VoicePower Limited, VoicePower Ltd, 3 Hornbeam Square South, Hornbeam Park, Harrogate, HG2 8NB
Writing	includes email;

2 ORDERS AND OUR CONTRACT WITH YOU

A Contract arises under the Terms when you have notified us in writing that a Quote is accepted by You.

3 TERM AND TERMINATION (SUPPORT SERVICES)

- 3.1 Any Contract for the supply of Support Services shall start on the date of your acceptance of the Quote and, unless terminated earlier in accordance with these Terms, shall continue for a fixed period of 12 months (the Initial Term) whereupon it shall either continue in accordance with the provisions of clause 3.2 or terminate in accordance with the provisions of clause 3.3 (in each case, the Term).
- 3.2 On the expiry of the Initial Term, the Contract shall automatically continue for further consecutive periods of 12 months (each, a Further Term), unless either party has given the other party notice in accordance with clause 3.3, or unless terminated sooner in accordance with these Terms.
- 3.3 This Contract shall terminate at the end of the Initial Term or at the end of the then Further Term if either party has given the other party two months' written notice to terminate the Contract, such notice to expire either upon the end of the Initial Term or the end of the then Further Term (as the case may be).

4 PRICE

- 4.1 The price for Products shall be the price described in the Quote.
- 4.2 Any quote is not a binding offer to supply at that price.
- 4.3 We will 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.

5 PAYMENT, INTEREST AND DEDUCTIONS

- 5.1 Unless otherwise expressly consented to by Us in writing You will pay the Price as follows:
 - 5.1.1 Goods: before dispatch; and
 - 5.1.2 Services on a one-off basis, before We provide them; and
 - 5.1.3 Support Services, in full before the start of the Initial Term and each Further Term; and
 - 5.1.4 Digital content: before that content will be provided to You for download; and
 - 5.1.5 Otherwise within 14 days of date of invoice.
- 5.2 The Late Payment of Commercial Debts (Interest) Act 1988 shall apply to late payment/s.
- 5.3 You shall pay all amounts due to Us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

6 DELIVERY AND PERFORMANCE

- 6.1 Goods will be delivered to an address on the UK mainland within a reasonable period from Quote.
- 6.2 If You fail to cooperate with delivery, we may at our sole discretion charge You storage costs and any further delivery costs and/or end the Contract.
- 6.3 Where applicable, Services will be performed at the address stated in the Quote.
- 6.4 Services on a one-off basis will begin on the date stated in the Quote or as otherwise confirmed by Us in writing.
- 6.5 You will co-operate fully in the provision of Services including allowing access to premises and property.
- 6.6 Where We provide Support Services, We will supply those Services to you until you end the Contract We end the Contract in accordance with these Terms.
- 6.7 Any request by You to vary any timetable for providing the Services must be made to Us in writing and is effective if We agree to the variation (including any change to the Price) in writing.
- 6.8 If You are in breach of clause 6.5 we may at our sole discretion charge You our incurred costs and/or end the Contract.
- 6.9 Where You make a one-off purchase of Digital Content, We will make the Digital Content available for download by You as soon reasonably possible after receipt of payment.
- 6.10 Where You subscribe for ongoing Digital Content, and subject to receipt of payment, We will supply the digital content to You until the subscription expires or the Contract ends in accordance with these Terms.

7 USE OF GOODS UNTIL COMPLETION OF THE CONTRACT

- 7.1 Until We have been paid in full for any Goods, You shall not permit anyone other than Us to replace all or part of any Goods, maintain, adjust or repair the Goods nor transfer or part with any of the Goods and will only use support products previously approved by Us.
- 7.2 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.
- 7.3 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.

8 SUSPENSION OF SUPPLY

We shall not be required to continue providing any Products if any payment due from You under these Terms is overdue, you do not comply with any of these Terms or you do not follow recommendations made by Us which hinders the provision of any of the Services.

9 RISK AND TITLE

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

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

9.3 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 permission to enter Your premises to inspect and retake possession of the Goods.

10 YOUR RIGHT OF CANCELLATION

10.1 You may not cancel digital download products after the key has been provided to you

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

10.3 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 If You end the Contract after Goods have been dispatched to You or You have received them, you must return them to Us.

11.2 Due to the return policies of the software suppliers, the following applies to any software returned to Us:

a) Software Volume License Agreements cannot be returned or credited once they have been created.

b) Electronic Licenses cannot be returned or credited after they have been installed.

11.3 We will pay the costs of return if the Goods are faulty or misdescribed, or 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.

11.4 Subject to clause 11.3 you must pay the costs of returning Goods.

11.5 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.

11.6 We will make a refund to You as soon as possible.

12 OUR RIGHT OF CANCELLATION

12.1 We may end the Contract at any time if you do not make a payment to Us when it is due, or you materially breach any of these Terms and if such breach can be remedied, you fail to remedy that breach within a period of 14 days after being requested by Us in writing to do so.

12.2 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 We warrant that on delivery Goods shall conform in all material respects with their description and any relevant specification, be free from material defects in design, material and workmanship, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), and be fit for any purpose held out by Us.

13.2 Subject to clause 13.1, if you give Us notice in writing within 7 days of delivery that a Product does not comply with the warranty set out in clause 13.1, and We are given a reasonable opportunity of examining that Product, and 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.

13.3 We will not be liable for a Product's failure to comply with the warranty in 13.1 if you make any further use of such Product after giving a notice in accordance with clause 13.2, 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, the defect arises as a result of Us following any drawing, design or specification supplied by you, you alter or repair the Product without Our written consent or, the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 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 13.1

14 INSOLVENCY

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

14.2 where You are an individual - on presenting a bankruptcy petition or obtaining a bankruptcy order; or

14.3 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 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 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 You accept that speech recognition and / or dictation software uses a statistical process, which leaves such software open to errors. You accept that you are solely responsible for identifying and rectifying such errors before using or relying on the resulting product of any speech recognition and / or dictation software. Further, You accept that We shall not be liable for any such errors and / or any financial or regulatory issues that may occur due to such errors being undetected.

16.3 We do not control the service levels of cloud based Products. You accept that We shall not be liable to you for any claim or loss arising from any acts or omissions that are beyond Our control.

16.4 Subject to Clause 16.5:

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.

16.5 Nothing in these Terms shall limit or exclude Our liability for any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

17 GENERAL

17.1 You may only assign Your rights and obligations with Our prior written consent.

17.2 Nothing in these terms affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

17.3 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.

17.4 No variation to these Terms (or to the Support Conditions) shall have effect unless we have agreed in writing.

17.5 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.



SUPPORT CONDITIONS

1. OUR TERMS

- 1.1 These terms and conditions ('**Support Conditions**') govern VoicePower Limited's ('**We**', '**Our**' or '**Us**') provision of support services (the '**Services**') to You, in conjunction with Our Standard Terms. By purchasing Services from Us, You agree to be bound by both Our Standard Terms ('**Terms**') and these Support Conditions.

2. SOFTWARE / HARDWARE

- 2.1 Software and hardware covered under these Support Conditions may include (but are not limited to):

- Nuance Dragon (versions include Premium, Professional, Professional Individual & Group, Medical and Legal);
- Nuance Dragon Dictate (for Mac);
- Olympus Digital Dictation Software and Hardware;
- Philips Digital Dictation Software and Hardware;
- Winscribe Digital Dictation;
- textHELP Read & Write;
- ClaroRead;
- Plantronics Hardware;

- 2.2 We may provide Services for other software and hardware under these Support Conditions subject to Our prior written agreement.

3. SUPPORT AND SOFTWARE UPDATES

- 3.1 Services shall only be provided for software which is no older than two versions prior to the most recent version available in the product's lifecycle and subject to the manufacturer not having declared the software end of life; and
- 3.2 Should We (or the software manufacturer) deem it reasonably necessary for You to update Your software to a newer version in order that the software can be properly used by You, then You agree to do so. Should You fail to update Your software in a reasonable period, or refuse to do so, We may terminate this agreement.

4. TERM AND TERMINATION

- 4.1 Services shall be subject to an initial term of 12 months ('**Initial term**'); and
- 4.2 Services shall continue for a further period or periods of 12 months ('**Further Term**') following the end of the Initial Term and each Further Term, unless terminated under Our Terms.

5. YOUR OBLIGATIONS

- 5.1 You are responsible for ensuring that:
- a) any computer has the minimum requirement/configuration to run the device/software and that the computer is virus free;
 - b) a fully functional internet connection is available for on-line remote access where required. Should Your internet connection fail, remote assistance may not be possible until such time as Your internet connection is restored. We will not be required to restore or repair Your internet connection; and
 - c) You obtain Our consent before making changes to your systems which may impact on the installation and/or operation of the products for which Support Services are provided.
- 5.2 Any additional work required by Us which results from Your failure to comply with the requirements in clause 5.1, is chargeable to You at Our standard hourly rate of £95.00 plus VAT per hour, or each part thereof. We will estimate and quote for additional work and obtain Your authority to proceed before any work is carried out.

6. PRICE AND PAYMENT

- 6.1 You shall pay the Price for the Initial Term in accordance with Our Terms.
- 6.2 The Price payable for any Further Term shall be paid by You at the beginning of the relevant Further Term in accordance with Our Terms.

7. SUPPORTED SERVICES

- 7.1 The following Services are included under these Support Conditions:
- a) Telephone, e-mail and remote access assistance to resolve issues arising through the use of software and related hardware;
 - b) Assistance and advice for updates and new releases of software;

- c) Advice on products supplied by Us;
- d) Testing of hardware that We reasonably deem to be 'faulty' provided always that We may require that the hardware is returned to Us at Our address with Your contact details;
- e) Installation and/or configuration of software arising from support or training issues where such work is advised by Us; and
- f) Administration of returning faulty hardware (under warranty) to manufacturers.

8. UNSUPPORTED SERVICES

8.1 The following services are not covered under these Support Conditions unless We agree in writing to do so:

- a) On-site visitation (can be provided at additional cost);
- b) Installation or reinstallation after the first 'installation' of software or hardware;
- c) Installation of updates and new releases of software;
- d) Provision of hardcopy documentation for upgrade material released by any manufacturer where such material is available to users in a downloadable format;
- e) Replacement of 'faulty' hardware not covered by the manufacturer's warranty;
- f) We do not store details of installation codes and any codes which are lost will need to be repurchased by You;
- g) Provision of replacement disks / updates patches written to disk;
- h) Alterations to software resulting from Your request for additional features/functionality following completion of original installation;
- i) Alterations to bespoke software resulting from You and/or third party alterations, including but not limited to:
 - I. Software updates;
 - II. Changing working patterns;
 - III. Changes to Your IT system (local or server)
- j) We do not take responsibility for Your back-ups of dictation files or speech recognition profiles; and
- k) We shall not be required to provide support services where You have:
 - I. made any changes to Your system (including hardware) without Our consent;
 - II. failed to comply with Our reasonable recommendations or instructions, or
 - III. otherwise been in breach of any of these Support Conditions.

9. SUPPORT

- a) We will provide the Services in accordance with these Support Conditions between the hours of 9am and 5pm, Monday to Friday, excluding Bank Holidays, other statutory holidays and the period from Christmas Day to New Year's Day (inclusive);
- b) You will notify Us of any support request by telephone or e-mail which will be entered into Our support call log, after which a support representative will be in contact within 1 business day;
- c) Local administration rights may be required to resolve technical support issues and You agree to grant such rights or effect that such rights be granted where We deems this to be necessary in order to provide the Services; and
- d) You agree to take such reasonable steps as required by Us in order that the Services can be provided, including downloading or running files on Your computer/s.

10. GENERAL

- a) Any service not listed in section 7 (Supported Services) or 8 (Unsupported Services) may be covered under these Support Conditions at Our discretion. Where We agree to provide such Services, these would be on a one-off basis and are not binding or indicative as to future assistance of the same nature;
- b) Where We call on additional manufacturer support on Your behalf, We may be required to provide information held about You to assist in the resolution of the problem;
- c) We reserve the right to modify these Support Conditions at any time insofar as this modification relates to the way in which We will provide the Services and provided that such modification is not materially prejudicial to You. Such changes will be published on Our Support website and emailed to You;
- d) We reserve the right to charge carriage when returning items which have been sent to Us for testing purposes; and
- e) These Support Conditions shall, where applicable, be read in addition to and construed in accordance with Our Terms. In the event of conflict between these Support Conditions and the Terms, these Support Conditions shall prevail.

11. CONTACT

We can be contacted using the below details for support purposes:

POSTAL ADDRESS

VoicePower Ltd, 3 Hornbeam Square South, Hornbeam Park, Harrogate, HG2 8NB

E-MAIL

support@voicepower.co.uk

TELEPHONE

01423 870 476

WEBSITE

www.voicepower.co.uk