

TERMS AND CONDITIONS OF BUSINESS

1. Definitions

1.1 In these terms and conditions, the following words have the following meanings:

"Company"	means Computer Science Labs and The Data Clinic Ltd
"You"	means you, your company, representatives or agents
"Products"	means any, software, data and other electronic and/or digital media supplied by The Company to you.
"End User"	means the person actually using the Products (whether or not you);
"EULA"	means an end user licence agreement to be entered into between the End User and the owner of the rights in the Goods and Products;
"Goods"	means any and all physical products which the Company sells to you, including but not limited to any publications and documents.
"Liability"	means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities;
"Online Services"	means any online training, materials, downloads, publications and other internet services provided by or sold by the Company to you;
"Services"	means any services The Company provides to you, your company, agents or representatives;
"Website"	means the Company's relevant website.

2. Basis of Contract

2.1 The Company shall sell and you shall purchase the Goods, Products and Services in accordance with any order of yours which is accepted by the Company, subject to these terms and conditions.

2.2 The Company may modify these terms and conditions at any time (visit the Website for the latest version). The modifications will only apply in respect of orders placed and accepted by the Company after the date the modifications are made.

2.3 These terms and conditions shall govern the purchase and sale of the Goods, Products and Services except where varied by agreement in writing signed by a director of the Company, to the exclusion of any other terms and conditions including any terms or conditions in the Customer's order.

2.4 The period of the contract for services shall commence on the date funds are cleared and accepted or on a promise of payment date in respect of a purchase order. The contract shall remain in force for the time shown on the Sales order form. All dates referred to are calendar dates.

3. Orders

3.1 No order will be deemed accepted by the Company until an order confirmation is sent out by the Company or the order is fulfilled.

3.2 All details of the Goods, Products and Services shown on the Website or publications are as accurate as possible at that time. The Company will rectify any error as soon as it becomes aware of it. Details and/or specifications for the Goods, Products and Services are intended as a guide only. If you have placed an order for the Goods, Products and Services and the Company becomes aware of a material error in the details and/or specifications, the Company shall inform you and you may (within a reasonable period of time of receiving notice) either confirm your order or cancel it. Failure to respond will mean that the Company may treat the order as having been confirmed. If you cancel your order, the Company will refund any monies already paid to it by you in respect of that order.

3.3 The Company shall have the right to refuse to accept any order for Goods, Products and Services for any reason and without reason being given.

4. Delivery

4.1 Delivery price guides maybe published on the Website and are available from the Company on request. These vary and will be charged on an individual basis. All charges will be made excluding local import duties and charges. You the customer will be solely responsible for these charges.

4.2 Any dates quoted for delivery of the Goods, Products and Services are approximate only and are subject to any matter outside the Company's reasonable control The Company will, subject to availability, ship the Goods and products within 14 working days of accepting your order and will endeavour to complete your order within 28 days.

4.3 The Company may (in its absolute discretion) despatch and or deliver the Goods, Products and Services itself or through a third party.

4.5 Delivery and order processes for Online Services, Goods, Products and Services will occur as and when the Company sends subscription details to you and you activate your account registration.

4.6 Delivery of Goods and Products will be made to the address specified in your order. All delivery addresses must be agreed by the Company.

5. Goods, Products and Services

5.1 If you purchase Goods, Products and Services from the Company:

5.1.1 The Goods and Products and Services may be provided by various organisations throughout the world and, as such, may be subject to the third party's jurisdiction's export laws. The Company may cancel your order for the Products if it and/or the product provider is legally or otherwise unable to supply the Goods and Products to you.

5.1.2 You agree to be bound (where applicable) by a separate EULA which will be provided to you as and when your order for the purchase of the Products is completed or with the Goods (as appropriate).

5.1.3 Your account subscription is provided on a sole, named single registered user basis i.e. for the use of a named person only, not an organisation unless otherwise agreed with the Computer Science Labs in writing. The subscription is time limited, allowing you only to access the Products and Services during the account subscription period.

5.1.4 In respect of each subscription, you undertake that only you will view and access the Online Product and Service areas. You will be allocated a user name and password. You are responsible for all use of the Online Services by anyone using your details.

5.1.5 You agree that you have no rights and/or interest in the Products and services other than as set out in these terms and conditions and/or the EULA where applicable.

5.1.6 You accept that, as certain Online Services are provided via the internet, the Company cannot guarantee continuous access and availability of Online Services. The Company will try and inform you in advance of any planned downtime and will use its reasonable endeavours to keep such downtime to a minimum. The Company makes no such commitment in respect of any emergency downtime and/or downtime of the service provider who supplies Online Services and on whose server Online Services are held;

5.1.7 You shall use your best endeavours to prevent unauthorised use, access, duplication or alteration of the electronic Products and will advise the Company on becoming aware of any such incident;

5.1.8 You must use the Products and Services solely for your own use and where applicable on behalf of a sole client, you must not assign, distribute, copy, publicly display, transfer, rent, timeshare and/or otherwise deal with your rights to be able to access and use any of the content or services.

5.1.9 You must not modify, adapt, edit or otherwise create a derivative work of the Products, Associated documentation, Software/Firmware code and Services or remove or deface any proprietary notice of the owner contained on and/or in the Goods or Products;

5.1.10 You must not reverse engineer, decompile or disassemble the Products, Software/Firmware and or Services except to the extent such restriction is not permitted by law;

5.1.11 Any issues and queries which arise in respect of access to and/or use of the Products and Services should initially be directed to the Company;

5.1.12 Support will provided during The Company's normal UK office hours and outside these hours by special agreement only

5.1.13 The Company does not support goods, products and or services supplied to you by a third party.

5.1.14 The Company will respond to your request for service or support in reasonable time during the company's normal UK office hours and outside these hours by special agreement.

5.1.15 The Company will advise you of the procedures, processes and service level in relation to its services and support which may vary from time to time.

5.1.16 In engaging The Company its officers, agents or representatives; you, your company, representatives, officers or agents agree not to make direct or indirect approaches to its employees to supply goods and services offered by the company other than under the terms and conditions of The Company. You, your company, officers, agents or representatives also agree not to recruit, attempt to recruit, solicit or engage The Company employees specifically in the deployment of the Services offered by The Company other than with the prior written contractual agreement of The Company. In the event of any breach of the afore mentioned, you agree to pay to The Company immediately a sum equal to five times The Company employees, officers or agents, current annual remuneration. You and your company also agree that The Company has the right to seek adequate compensation for the inconvenience, disruption or loss caused as a result of any breach of this clause.

6. Prices and Payment

6.1 Prices charged will be the price notified to you by order form or on the Website at the time of the Company's acceptance of the order for the Products and Services unless otherwise agreed between the Company and you

6.2 All prices are listed excluding VAT and any delivery charges (where relevant) are shown and or to be paid and agreed separately. If the Company discovers an error in the prices, it will inform you as soon as possible and give you the option of either continuing with the order for the affected Products and Services at the correct price or cancelling the affected element of the order. Any monies paid in advance for any such cancelled Products and services shall be refunded by the Company.

6.3 Payment is due for the schedule of charges at the time you place the order unless otherwise agreed in writing with the Company. The Company will not fulfil any orders until it receives payment in full and in cleared funds in respect of the schedule of charges for that order or part order. (Payment for monthly support is payable each month promptly in advance)

6.4 The Company retains title in all Goods supplied until such time as the Company has been paid for all Goods, Products and Services it has supplied to you in full and in cleared funds.

7. Defects

7.1 You are advised to examine the Goods as soon as reasonably possible after delivery. Any defects and/or faults in the Products must be notified to the Company as soon as is reasonably possible after discovery of the defect and/or fault. Other than for the provision of faulty or defective Online Services, the Company may require the return of any faulty Goods before the Company provides (at your option) a replacement and/or a refund of the purchase price but will refund any reasonable costs incurred by you in returning the Goods if they prove to be faulty.

8. Risk

8.1 Risk of damage or loss to the Goods shall pass to you at the time of despatch to the agreed address.

9. Intellectual Property Rights

9.1 So far as the Company is aware, the Products and Services do not infringe any intellectual property rights of any person, nor do they contain any material which is defamatory or obscene. However, no warranty or indemnity to this effect is provided by the Company

10. Data Protection

10.1 In placing an order with the Company, you will be asked to provide certain personal information such as contact details and credit card or other payment information. The Company will comply with the requirements of all data protection legislation in force in England and Wales from time to time (where applicable).

10.2 The Company will use your personal data (as defined by data protection legislation) (i) to process your account and order; (ii) to administer its business; (iii) for the purposes of assessment and analysis (e.g. market, customer and product analysis); and (iv) for informing you of products and/or services it may offer in the future which may be of interest. The Company may also disclose customer information to anyone to whom it transfers or may transfer its business and/or its rights and duties under its contract with you or to the police or any other regulatory or government authority where it is legally required to do so. Any objections to use your personal data must be made to Customer Services customerservices@computersciencelabs.com

11. Liability

11.1 The Company shall have no liability whatsoever for any loss of profits, business or revenue, damage to goodwill and/or economic loss or any resulting emotional distress for the goods products and services including the consultancy it provides to you either verbally or in writing.

11.2 The Company shall have no liability whatsoever for any personal injury, distress or mental incapacity resulting from, directly or indirectly the goods products and services including the consultancy it provides to you either verbally or in writing.

11.3 Each of the limitations and/or exclusions in this Agreement shall be deemed to be repeated and apply as a separate provision for each of: (i) Liability in contract (including fundamental breach); (ii) Liability for breach of duty of care (including negligence); (iii) Liability for breach of statutory duty; and (iv) Liability for breach of Common law and/or under any other legal basis except that the clause above placing financial caps on the Company's Liability shall apply once in respect of all of the said types of Liability.

11.4 The Company does not warrant your use, and safe use of the Goods, Products and Services or that this use will be uninterrupted and/or error free.

12. General

12.1 The failure of either party in any one or more instances to insist on strict performance of one or more of the terms of this Agreement or to exercise any right or remedy under this Agreement or at law will not be construed as a waiver of any subsequent breach of the same term, any breach of any other term nor of the right to enforce another such right or remedy or the same right or remedy arising on another occasion.

12.2 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12.3 The Company shall have no liability for any delay in performance to the extent that such delay is due to any event outside its reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor and supplier delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If the Company is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

12.4 Any notice or other information required or authorised by this contract to be given by either party to the other may be given by hand or sent by registered post, courier, or facsimile transmission to the other party at their registered office address or any other address notified by one party to the other.

12.5 This contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

12.6 All contracts for the sale of Products and Services are placed with Computersciencelabs a trading name of the Data clinic Ltd (registered in England and Wales under company number: #: 04417174 whose registered office is at The Pavilions, Bury, B19 7NY United Kingdom. VAT registration #: 759358087