

Dove Computer Solutions Ltd – Terms & Conditions of Sale

1. Definitions

- 1.1 "Dove" will mean Dove Computer Solutions Ltd whose registered office is at Unit 1, Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire, DE6 1AS (Reg. No. 05256391)
- 1.2 "Customer" will mean the person or company named as such in the Contract.
- 1.3 "Contract" shall mean the agreement between Dove and the Customer for the provision of the Service described therein.
- 1.4 "Service" will mean all goods and/or services to be provided in accordance with the provisions of the Contract
- 1.5 "Equipment" will mean any materials and hardware supplied by Dove
- 1.6 "Price List" will mean the Dove current list of prices applicable at the time the Service is provided

2. Dove's Obligations

Dove undertakes to provide the Service, to use current technology and computer practices in providing the Service, to respond to Customer requests within one working day, to provide invoices accurately and in a timely manner

3. Customers Obligations

The Customer undertakes to comply with any and all of its obligations detailed in the Contract, to provide Dove all assistance and information reasonably required by Dove to enable Dove to comply with its obligations under the Contract, to pay invoices promptly in accordance with the requirements of Clause 9

4. Assignment

- 4.1 The Customer may not assign or sub-contract or transfer any of its rights or obligations hereunder, either in whole or part without the prior written consent of Dove
- 4.2 Dove is free to assign or sub-contract or transfer any of its rights or obligations hereunder

5. Liability

- 5.1 Neither party excludes or limits liability for fraud or death or personal injury arising from its negligence or any liability to the extent the same may not be excluded or limited as a matter of law
- 5.2 Subject to Clauses 5.1 and 5.3 Dove's maximum liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentations or otherwise, in respect the Contract will be limited to the Contract price
- 5.3 Dove will not be liable to the Customer under or in construction with the Contract for loss of actual or anticipated profit, losses caused by business interruption, loss of goodwill or reputation, any indirect, special or consequential cost, expense, loss or damage suffered or incurred by the Customer even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by either party and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise

6. Warranty

Except for the express warranties stated in the Contract, the Service is provided on an "as is" basis, and Dove disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Service or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose

7. Force Majeure

- 7.1 Neither party will be liable for the failure to perform its obligations under the Contract if such failure results from circumstances beyond its reasonable control
- 7.2 If the force majeure circumstances last for more than 2 months, the Contract may be terminated by either party without compensation

8. Price

- 8.1 The Price will be that specified in the Contract
- 8.2 Dove may amend the Contract price if the Customer requests extra work outside that detailed in the Service
- 8.3 Any extra work carried out by Dove shall be at the prices in its current Price List
- 8.4 There shall be added to all prices and other charges referred to in the Contract Value Added Tax and any other tax or duty applicable from time to time

9. Payment

- 9.1 All invoices will become due on presentation and must be paid within the time period specified on the invoice
- 9.2 Time is of the essence for payment of any sums due under the Contract
- 9.3 Payment is to be made by BACS transfer or any other method as agreed between the parties
- 9.4 Dove reserves the right to cease work on the Service and to claim interest on late payments (at a rate of 2% above the published Lloyds standard variable rate(s) applicable during the period of outstanding debt) and to claim compensation for debt recovery costs in accordance with applicable law if payment is not made in accordance with the agreed terms
- 9.5 Dove reserves the right to automatically withdraw or suspend any service supplied by Dove if payment is not made in accordance with the agreed terms
- 9.6 Title in the Equipment or output of the Service will not vest in the Customer until payment of all sums due under the Contract is made
- 9.7 Dove reserves the right to set-off any amounts payable under the Contract against any amounts that may be payable by the Customer under any other contracts with Dove
- 9.8 Unless otherwise agreed any deposits or payments with order will be non-refundable

10. Waiver

No delay or omission by Dove in exercising any right, power or remedy provided by law or under the Contract will affect that right, power or remedy or operate as a waiver of it

11. Confidentiality

- 11.1 Dove and the Customer will keep confidential any information obtained under the Contract and shall not divulge the same to any third party without the prior consent in writing of the other party
- 11.2 The provisions of this clause will not apply to any information in the public domain otherwise than by breach of the Contract or information obtained from a third party who is free to divulge same

12. Publicity

Dove is allowed to advertise or publically announce it is undertaking work for the Customer, including brief descriptions of the Service provided

13. Termination

Dove may terminate the Contract with immediate written notice to the Customer in any of the following circumstances:-

- 13.1 if the Customer commits any breach of the Contract which is capable of remedy, or, in the case of a breach capable of remedy, has failed within 14 days after receipt of notice from Dove to remedy that breach to the reasonable satisfaction of Dove
- 13.2 if the Customer becomes bankrupt or enter into any arrangement or composition with its creditors or (being a limited company) goes into liquidation other than a voluntary liquidation for the purpose of reconstruction or if a receiver shall be appointed for all or any of its assets
- 13.3 if there is a change of ownership of the Customer's shares resulting in 50% or more of the issued share capital of the Customer becoming legally or beneficially the property of a new owner
- 13.4 Termination of the Contract will not prejudice any rights Dove may have against the Customer which had arisen on or before the date of termination

14. Notices

Any notice, request, instruction pursuant to the Contract will be delivered or sent by first class post, email or facsimile transmission, such email and facsimile transmissions will be effective from the date of transmission and must be confirmed by letter posted first class within 12 hours of its transmission

15. Entire Agreement

This Contract constitutes the whole and only agreement between the parties relating to the service to be provided and supersedes and extinguishes any other agreement, document or pre-contractual statements relating to the same subject matter

16. Governing Law and Jurisdiction

The Contract is to be governed by the laws of England and Wales and is subject to the exclusive Jurisdiction of the English courts