

Terms and Conditions for the Supply of Products and Labour

The Agreement represents the entire Agreement between Datasharp UK Limited referred to as “Datasharp” and the Customer named on the Contract for the supply of Products and Labour. The Customer hereby confirms that the Agreement cannot be modified by its own terms and conditions of business.

1. Definitions

The meanings of various terms set out in the Agreement are:

- a. **“Agreement”** these terms and conditions together with the Contract embody the whole agreement between Datasharp and the Customer for the provision of IT Products and Services.
- b. **“Agreement Term”** the minimum period of the agreement set out on the Contract.
- c. **“Contract”** the document detailing the products, services and pricing to which these terms and conditions refer.
- d. **“Customer”** the business, Sole Trader, Limited Company, Public Limited Company, Partnership, Limited Liability Partnership or not for profit organisation specified on the Contract Information.
- e. **“Datasharp”** Datasharp UK Limited, the employees of Datasharp or its agents.
- f. **“Products and Labour”** the products and Labour shown on the Contract.

2. Contract

- a. Any quotation set out on the Contract may be withdrawn or amended by Datasharp at any time by notice to the Customer. The Customer shall ensure that its Contract is complete and accurate.
- b. By signing the Contract, the Customer guarantees acceptance of its obligations under the Contract. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Datasharp unless in writing and signed by a Director of Datasharp. Datasharp reserves the right not to accept a Customer’s Contract.
- c. All lease transactions will only be accepted if a lease acceptance has been received from the lease company, all lease documentation has been fully and accurately completed, and any special terms of the lease have been complied with.
- d. In the event of cancellation by the Customer of any Contract, Datasharp will be entitled to charge a cancellation fee of 100% of the value of the Products and Labour if the Products and Labour have been ordered from Datasharp’s suppliers, in addition to the price of any work carried out by Datasharp up to the date of cancellation.
- e. Datasharp may assign or delegate any of its rights or obligations under this Agreement.
- f. All necessary information required that is relevant to the design of the solution should be supplied by the Customer to Datasharp.

3. Delivery and Installation

- a. Datasharp shall provide the Products and Labour specified on the Contract and ensure that the Products are fully operational on installation.
- b. Risk of loss or damage to the Products shall pass to the Customer on delivery.
- c. The Customer shall be responsible for preparing the Installation Address for the delivery and installation of the Products and Labour and for the provision of all necessary access and facilities reasonably required to deliver and install the Products and Labour and provide training if applicable. If Datasharp is prevented from carrying out delivery, installation or training on the specified date because no such preparation has been carried out, Datasharp may levy additional charges to recover its loss arising from this event.

4. Support

- a. This Contract does not confer any rights or obligations for support of the Customer's Products. It is the Customer's responsibility to enter into a Support Agreement with a qualified and competent maintainer. Datasharp UK Limited recommends that all Customers enter into such an agreement for maintenance cover.
- b. Datasharp UK Limited will only accept responsibility for supporting the Products following the Customer signing and paying for a Datasharp Support Agreement detailing the Products. All rights and obligations for support will be included within the Support Agreement.
- c. In the event that there is a fault with the Products and the Products are under warranty from their manufacturer, Datasharp will liaise with the manufacturer to request the Products are repaired under the warranty.

5. Payment

- a. The Customer may be subject to a credit check by Datasharp.
- b. A deposit may be required and is detailed on the Contract.
- c. Deposit Payment and Final Balance Payment is due according to the invoice payment terms.
- d. Datasharp reserves the right to add interest and debt collection charges to overdue amounts.
- e. The Customer agrees to pay all invoices in full without the set off of any amounts.

6. Title

- a. Title to Products delivered shall not pass to the Customer until the Customer has paid in full all that it owes to Datasharp. Until payment is received the Customer may have possession of the Products as bailee for Datasharp and shall store them in such a way as to enable them to be identified as the property of Datasharp.

b. Datasharp reserves the right to repossess any Products in respect of which payment is overdue and for this purpose the Customer hereby grants an irrevocable right and licence to Datasharp to enter upon all or any of its premises during normal business hours. This right shall continue to subsist notwithstanding determination of the contract for any reason and is without prejudice to any accrued rights of Datasharp hereunder or otherwise.

7. Liability

- a.** Datasharp shall not be liable to the Customer for any breach of any provision of the Products and Labour on the Contract caused by Force Majeure and any reason outside its control or responsibility nor shall Datasharp be liable for the failure of products and Labour supplied by any third party on which it was reliant for the purposes of the supply of the Products and Labour.
- b.** Datasharp shall not in any event be liable to the Customer or any third party for any direct, indirect, consequential or incidental loss of revenue or profit or other damages howsoever arising.
- c.** Datasharp shall not be liable for any delay in the execution of any work under the Contract howsoever caused.
- d.** Datasharp shall not be liable for any cost to the Customer that occurs as a result of unauthorised usage of the Products.
- e.** In any instance where third party Labour, other than those supplied by Datasharp, are also involved in the provision of a solution Datasharp shall not be liable for their successful provision and operation.

8. Health and Safety

The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer site as per the Installation Address on the Contract to deliver and install the Products and Labour. Datasharp's employees shall use all reasonable endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other reasonable security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer site.

9. Data Protection

- a.** Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.
- b.** The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to enable Datasharp to provide the Service.
- c.** Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.

d. Any and all data supplied by the Customer is held in accordance with Datasharp's current Privacy Policy available at datasharp.co.uk.

10. Legal

- a. This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.
- b. Implied terms shall be excluded to the fullest extent permitted by law.
- c. If either party is affected by Force Majeure (material circumstances beyond reasonable control of that party) it shall immediately notify the other party in full of the nature and extent of the circumstances. Notwithstanding the other provisions of this Agreement neither party shall be deemed to be in breach of this Agreement or liable as a result of the Force Majeure. Where Datasharp has claimed force majeure in respect of the supply of Products or Labour, the Customer may choose to obtain products and Labour from another party.
- d. Any director or representative of the Customer will be deemed to be its authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.
- e. Failure of either party to exercise or enforce any right within this Agreement shall not be deemed to be a waiver of such right.

11. Call Recording

Datasharp may record telephone conversations and may use these recordings for ongoing training, quality control purposes or for any other queries.