

# Terms and Conditions of Sale

You are agreeing to the following Terms & Conditions of sale when confirming to us in writing or email an acceptance of an offer of a product or service offered by LiveLink Technology Ltd

**Terms & Conditions Date: 15 May 2018**

## General application:

1. These Terms and Conditions (T&Cs) apply to all business clients (the "Client" or "you") of LiveLink Technology Ltd (trading as "LiveLink") registered company number: 05270872, whose principle place of business is at: McCormack House, 56A East Street, Havant PO9 1BS and are published on LiveLink's website
2. LiveLink is committed to excellence and, although we make all reasonable checks to avoid errors occurring, please note that we reserve the right to cancel or refuse orders for items shown in our marketing material with an incorrect price or with any other incorrect information. No contract is made with you until we have dispatched your order. Where we make a mistake we will give you the option to either: (i) cancel your order and obtain a full refund of any sums paid in advance; and/or (ii) place the order again at the correct price/on the correct terms.
3. The Client is solely responsible for confirming the price and for ensuring the Goods (hardware, software, accessories and/or services) are suitable for their needs before ordering. If unsure about any detail, queries should be made in writing to LiveLink. Advice may be given by LiveLink in good faith but can only be as accurate

as the information upon which it is based. In particular, it will be inaccurate if the Client supplies insufficient or incorrect details. Any verbal advice is acted upon entirely at the Client's risk. No disputes can be accepted in regard to verbal communications.

4. LiveLink's Instore and Online products and services are designed and offered for sale to business to business (B2B) Clients. Therefore, purchases are not covered by consumer oriented legislation such as the Consumer Rights Act 2015.
5. LiveLink shall retain all right, title and interest in any intellectual property rights in Goods (hardware, software and/or services) we supply to you under this agreement. Any intellectual property rights which arise in the course of the creation of hardware, software or services, shall belong to LiveLink.
6. Each party shall treat as confidential all information received by it from the other party relating to the other party's business, clients and plans. Such information may only be used for the purpose of this Agreement, which shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction.

## Delivery and Payment:

7. Hardware consignments and/or their accessories usually leave our premises within 10 working days of a cleared payment. However, this may extend to a maximum of 20 working days at peak periods of the year and, in rare circumstances, may be dependent upon stock.
8. If the Goods (hardware, software, accessories and/or services) supplied are not as agreed, the Client must notify LiveLink immediately upon delivery and note any defects, such as on a transport document signed upon receipt. Complaints relating to defects which are not visible upon delivery must be made as soon as the Client has observed these defects or could reasonably have observed these defects but, at the latest, 5 working days after delivery. Failure to notify LiveLink of a complaint within this time scale will result in the Goods being deemed unconditionally accepted.
9. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate agreement and a failure to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat any agreement as a whole as repudiated.
10. LiveLink shall not be liable to the Client or be in breach of any agreement by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control (force majeure).
11. LiveLink has appointed Eazy Collect Services Ltd ([www.eazycollect.co.uk](http://www.eazycollect.co.uk)) for direct debit payments and their name will appear on your statements in this case.

12. Payment is required in cleared funds before any order will be commenced. Exceptions must be agreed in writing.
13. Where a discount is offered, this is conditional upon the Client paying for the Goods in the agreed time span. If full payment is not received on time, the Client shall pay the normal 'non-discounted' list price, any installation service costs incurred and late payment charges (as described in 15 below)
14. Payment outstanding beyond the agreed payment period will be subject as per the Late Payment of Commercial Debts (Interest) Act 1998 to interest of 2% per month plus standard penalties according to UK law. All costs relating to collection of the amount owed by the Client and not paid in time, including all legal and administrative expenses are at the expense of the Client.
15. LiveLink is entitled, without limiting any other right or remedy available to us and without liability, to terminate or delay fulfilling its obligations should any payment from a Client be outstanding by more than 14 days. In addition, if payment is not received within 14 days of written warning of such, LiveLink retains the right to organise the recovery of any Goods for which payment is (in any part) outstanding. Should this be necessary, the Client shall pay LiveLink the costs of such recovery AND (at LiveLink's sole discretion) pay either the original sum owed OR a rental fee for the time any equipment was not in LiveLink's possession.
16. If there is a dispute or complaint between the Client and LiveLink, the Client will not delay or withhold any payments, whether in whole or in part.
17. All Goods remain the property of LiveLink until payment is received in full.

## Returns:

18. No returns will be accepted without prior written authorisation from LiveLink. Unsolicited returns will be subject to a charge of up to 20% of the purchase price by way of handling and administration costs (minimum charge £20).

19. Equipment returns (regardless of the reason) are to be sent by the Client (at their expense) by an appropriate courier, fully protected by suitable packaging and photographed (see 29 below)
20. Refunds will be made at the sole discretion of LiveLink.

## The warranty:

21. No warranty is given or implied unless stated on the invoice and/or the package purchased from the LiveLink Service Framework.
22. The warranty will depend upon the package in the LiveLink Service Framework previously agreed in writing and will commence from and include the invoice or delivery date, whichever is the earlier.
23. If LiveLink does not achieve a 99% up-time for your Online Kiosk, you may claim 2 days of your service fee for each hour of unscheduled unavailability (scheduled maintenance not included)
24. If a promotional or money back guarantee is offered, this will be in writing. Any print media used and/or delivery/installation costs are not covered.
25. Any applicable warranty includes the free replacement or repair of an item which has failed due to defects in materials or workmanship

during normal expected use (excluding card readers and other consumables). Failures or unreliability partly/entirely caused by damage in transit or results from accidents, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation (except when carried out by a LiveLink employee or agent), modification or damage are excluded from warranty.

26. Replacement parts may be fitted to your equipment as part of a warranty repair. In this eventuality, both LiveLink and you agree that legal title to the original part(s) shall pass from you to LiveLink and that legal title for the replacement part(s) shall pass from LiveLink to you.
27. In certain circumstances, the replacement or repair of a part may require the use of an improved component at LiveLink's discretion. If this is required, there will be no additional charge for this.

- 28. Any equipment returned should be insured against loss or damage by the Client and packaged using appropriate materials according to the guidance provided by the carrier. If it is not, it is possible that your warranty will become void. You should take photographs which can be used if there is a dispute with a carrier.
- 29. Whilst LiveLink takes every precaution to treat data appropriately, it is the responsibility of the Client to back-up or delete all data as appropriate. For instance, LiveLink will not be held liable for loss or distribution of proprietary data from equipment whilst in transit or on our premises.
- 30. Returned "faulty" equipment where no fault is found will be subject to a charge of 20% of the value of equipment where a refund is given. Additional charges may apply if the returned equipment is incomplete in any way. In the case of non-faulty Goods being returned to the Client as requested, the Client will be subject to a minimum charge of £20 by way of handling and administration costs plus the cost of return shipping where appropriate.

**The customer undertakes:**

- 31. At all times to act in good faith, comply with the Acceptable Use Policy, provide appropriate information to LiveLink as necessary and allow LiveLink to electronically monitor equipment it has provided and to thereby protect itself under the law and from third party claims.
- 32. All reasonable steps must be taken by the kiosk owner to ensure each kiosk has an active Internet connection when it is powered on. If a kiosk has not been connected to the Internet for a period of more than 24 hours due to exceptional circumstances, it must be reported to us at the the supplied Technical Support email address as soon as reasonably possible. Any kiosk that is disconnected from the Internet for a period of more than 24 continuous hours and not reported to us and is not an exception will be in breach of our Terms and conditions. For any planned service interruptions to internet connection e.g. changing your Internet provider, store refurbishments, please advise LiveLink at least 24 hours in advance and LL will arrange a temporary suspension of this policy for the duration.
- 33. To treat the Goods with the requisite care and carry out any routine day-to-day preventative maintenance as may be recommended.
- 34. To indemnify LiveLink against all claims relating to Goods sold to the Client in respect of any loss of business, damage or expense, whether direct or consequential, sustained by the Client or any third party save only in respect of death or personal injury caused by our negligence or that of any of our employees, agents or sub-contractors.
- 35. To pay rental/loan charges as determined at LiveLink's discretion if equipment is not returned (at the Client's expense) at the end of a trial/loan period or within 7 days of a request by LiveLink, whichever is the sooner. This fee to be due regardless of any dispute between LiveLink and the Client.
- 36. That LiveLink has the right to cease provision of Goods and Services (including, but not limited to, terminating or limiting the function of software provided by LiveLink) without additional warnings if any payment is more than 28 days overdue or if the Acceptable Use Policy has been breached.
- 37. That the curtailing of a service as described in 35 above does not prevent payment for that period being due, since the Client has not cancelled the service.
- 38. That the only correct procedure for cancelling further charges on a product or service is for the Client to give 28 days' notice in writing
- 39. That all LiveLink kiosks (whether Instore or Online) must be covered by a package in the LiveLink Service Framework (which includes a software licence) for continued operation. The Client has the right to cancel the provision of the service (with 28 days' notice before entering a new billing period) and will not incur further costs beyond those already due. If the Client requests such cancellation then the system will cease to function and, in the case of the Instore Kiosk, the Client will need to re-format and install alternative software to operate their hardware. If the Client does not cancel the agreement, then it shall be deemed to continue to be in force (regardless of whether the Client is actively benefiting from the provision of the service) and the Client shall continue to make payments for the provision thereof.
- 40. To pay any charges, including parts, labour and carriage, for repair/replacement resulting from damage due to abnormal use (as described in 25 above).
- 41. To ensure that Goods sent to LiveLink arrive in good condition and are fully protected by appropriate packaging and insurance (as described in 28 above).
- 42. To be responsible for all costs of carriage, packing and insurance necessary to send Goods to LiveLink. Should Goods become mislaid in transit or arrive damaged LiveLink will provide all reasonable assistance in locating them and providing photographs of the damage. However, the responsibility for pursuing a claim with the courier and obtaining compensation (whether from the courier, insurer or out of pocket) remains with the Client.
- 43. To insure themselves against loss, including the failure of any LiveLink equipment or loss of service and to ensure all data is backed-up or deleted as appropriate (as described in 29 above)
- 44. To be responsible for the recycling or environmentally sound disposal of any hardware at the end of its working life, and all liabilities thereof, according to WEEE Directive 2007 regulation 9.2

**Liabilities:**

- 45. LiveLink's liability for any defective Goods (hardware, software, accessories and/or services) shall be limited to (at our sole discretion) repairing/replacing any defective Goods or refunding the purchase price (or a proportionate part of the price if the item is more than 90 days old), in which case we shall have no further liability to the Client.
- 46. LiveLink, its servants and/or agents shall not be liable for injury, loss or damage whatsoever unless caused by the wilful default of LiveLink, its servants and/or agents in respect of death or injury caused by the negligence of LiveLink its servants and/or agents.
- 47. LiveLink shall not be liable for any losses, damage or delay whatsoever arising from any cause outside the control of LiveLink, its servants and/or agents; nor for any indirect, special or consequential loss or damage (including without limitation or loss of profits) arising from the use of the product or any breach of warranty.
- 48. LiveLink does not accept responsibility for the suitability, maintenance or function of any equipment not provided by LiveLink, whether linked physically or digitally (i.e. via the Internet or a flash drive) to equipment provided by LiveLink.

**I have read LiveLink's Terms and Conditions, understand them and accept them:**

**Signed:**  **Date:**

**Name in CAPITALS:**

Continued use of LiveLink services will be construed as acceptance of these Terms and Conditions including our Acceptable Use Policy and all related charges.