

terms & conditions Barbour Logic

G-Cloud 15 v1

meanings

- 1 In these terms & conditions:
 - a 'Barbour' means Barbour Logic Ltd;
 - b 'RM' refers to Response Master, Barbour's letter-generating system used by councils and contractors to reply to correspondence from people querying Penalty Charge Notices;
 - c 'Nexus' refers to Response Master's AI module that reads a motorist's challenge and documentary evidence, interprets them, then auto-inputs the necessary info into RM which then generates the reply letter.
 - d 'RMSS' refers to Response Master Self-Serve, Barbour's public-facing system, typically used by motorists querying Penalty Charge Notices (PCNs) online;
 - e 'PCM' means Parking Chatbot Max, Barbour's public-facing chatbot, typically used by motorists querying Penalty Charge Notices (PCNs) online;
 - f 'CW' means Challenge Writer, Barbour's PCM module that writes challenges for motorists;
 - g 'ML' means Multilingual, Barbour's module that makes its products (some) multilingual;
 - h 'VM' means Voice Master, Barbour's PCN helpline operated by a digital agent;
 - i 'product' (or 'products') refers to one (or more) products in 1b-h;
 - j 'Purchaser' means the organisation ordering the product(s) from Barbour;
 - k 'Permitted Party/ies' means any local authority/ies or organisation/s which are named on the order but which are not the Purchaser. (Eg the Purchaser could be a company and the Permitted Party/ies could be a local authority for which a Barbour Logic product is procured.)

the service

- 2 Barbour will provide the use of its relevant product(s), as specified on the order form. Barbour shall have the right to make any changes to its products which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the product, and Barbour shall notify the Purchaser in any such event.
- 3 RM, if supplied, will do what is described in its User Guide.
- 3.1 Nexus, if supplied, will do what is described in 1c.
- 4 RMSS, if supplied, enables motorists to query their PCNs online and displays instant answers/guidance.
- 4.1 PCM, if supplied, enables motorists to query their PCNs online and receive answers/guidance from the chatbot after a live-chat-like interaction.
- 4.2 CW, if supplied, writes challenges for motorists.
- 4.3 ML, if supplied, makes a product multilingual.
- 4.4 VM, if supplied, enables motorists to call the PCN helpline and receive tailored advice from the digital agent after an interactive conversation.
- 5 Barbour will train RM users and provide training materials.
- 6 Barbour will provide portal, email and telephone support for questions about using RM and errors caused by faults within the source code of any of its products. Hours of support are 9am to 5pm, Monday to Friday, excluding public holidays. Support requests should be logged through Barbour's support portal or emailed to support@barbourlogic.co.uk.
- 7 The Purchaser will nominate two people – a user expert and a technical expert – and access support only through them.

usage of the products

- 8 Barbour owns the copyright and all other intellectual property rights in the products.
- 9 RM or Nexus will only be used:
 - a by employees of the Purchaser and/or the Permitted Party/ies; and
 - b in relation to Penalty Charge Notices issued by the local authority/ies named on the order.
- 10 The Purchaser and Permitted Party/ies:
 - a will not make any of RM or Nexus, including documents, available to any person (except for the persons and purposes in 9a and 9b); and
 - b will ensure (as far as they can) that no person can access RM or Nexus (except for the persons and purposes in 9a and 9b).
- 11 The Purchaser and Permitted Party/ies may make RMSS, PCM, CW, ML or VM available to:

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- a members of the public for the purpose of querying PCNs issued by the local authority/ies named on the order and, if CW is supplied, having challenges written for them by CW;
- b its own staff (eg call centre staff) for the purpose of responding to queries from members of the public about PCNs issued by the local authority/ies named on the order.
- 12 The Purchaser and Permitted Party/ies will not help any person access or use RMSS, PCM, CW, ML or VM except for the persons and purposes in 11a and 11b.
- 13 The Purchaser and Permitted Party/ies will not: copy, modify, alter or adapt the content or software of any product; translate or decompile the software of any product; combine or incorporate any of any product's software with, or in, any other software.
- 14 When this agreement ends, use of the product(s) (as ordered on the order form) will end and the Purchaser and Permitted Party/ies will return Barbour's property to Barbour.
- 15 The Purchaser guarantees that this agreement is fully compatible (ie does not conflict in any way) with its agreements with others.
- 16 The Purchaser will ensure that Permitted Party/ies understand and accept this agreement; and the Purchaser will obtain written confirmation of this from the Permitted Party/ies.

restrictions on liability

- 17 Nothing in the agreement excludes or limits Barbour's liability for death or personal injury caused by Barbour's negligence or for fraudulent misrepresentation by Barbour. Otherwise, Barbour's total liability will be limited to the fees paid by the Purchaser to Barbour under this agreement.
- 18 Barbour will not be liable for any economic loss (direct or indirect) or for indirect or consequential loss or damage.
- 19 Barbour will not be liable for any loss or damage caused by something beyond Barbour's reasonable control.
- 20 Barbour's liability in any one year will be limited to 100% of the annual product subscription paid by the Purchaser.

payment

- 21 The Purchaser will pay an annual subscription(s) for the product(s), beginning on the start date specified in the order form. Any other agreed charges are payable in advance.
- 22 The subscription is payable yearly in advance. Other payment terms agreed incur a 6% surcharge. Payment is due 30 days from the date of the invoice. Late payments incur an interest charge at the rate of 8% above the Bank of England base rate.
- 23 After the initial period specified in the order form has ended, standard pricing will apply to subsequent annual subscriptions and the Purchaser will not be entitled to any of the discounts given in the initial period.

ending the agreement

- 24 Unless the order specifies a fixed-term subscription, after the initial period the agreement will remain in force from year to year until Barbour or the Purchaser ends it by giving written notification to the other at least 30 days before the renewal date (the anniversary of the start date).
- 25 Barbour or the Purchaser can end the agreement immediately, by giving written notification to the other, if the other has broken the agreement and failed to remedy the break within 30 days of receiving written notice.

general

- 26 If Barbour is sold or undergoes a change of ownership, this agreement, including all rights and obligations in it, will automatically transfer to the acquiring company or new owner who will assume all rights and obligations under this agreement as though they were the original party to the agreement.
- 27 This agreement is governed by the laws of England and Wales.

data protection and roles

- 28 In relation to any Personal Data processed under this Agreement, the Customer shall be the Data Controller and Barbour Logic Ltd shall be the Data Processor. Barbour shall process Personal Data only on the documented instructions of the Customer and in accordance with applicable Data Protection Legislation.