

STANDARD TERMS AND CONDITIONS

FOR THE SUPPLY OF CLOUD & HOSTED SOFTWARE SUBSCRIPTIONS, IN-CAB HARDWARE, PERIPHERALS AND PROFESSIONAL SERVICES (B2B)

Application

These Standard Terms and Conditions (“Terms”) apply to all contracts entered into by Integrated Skills Limited (company number 03123821) whose registered office is at Suite 3A, Chapel Allerton House, 114 Harrogate Road, Chapel Allerton, Leeds LS7 4NY (“ISL”, “we”, “us” or “the Company”) for the supply of hosted and online software subscriptions, in-cab hardware and peripherals, and professional services to business customers only.

The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

These Terms apply business-to-business only and do not apply to consumers.

1. Definitions and Interpretation

1. “Agreement” means the “Contract” between ISL and the Customer comprising these Terms, the Order, any Statement of Work and any applicable schedules.
2. “Customer” means the UK local authority, public body or private company purchasing Products or Services from ISL.
3. “Data Protection Legislation” means the UK GDPR, the Data Protection Act 2018 and any applicable guidance issued by the ICO.
4. “Hosted Software” or “Software” means ISL’s externally hosted, online or cloud-based software solutions provided on a subscription basis.
5. “Hardware” means in-cab hardware, peripherals or associated equipment supplied by ISL.
6. “Order” means the Customer’s purchase order or written acceptance of a quotation.
7. “Services” means professional services supplied by ISL including implementation, configuration, consultancy, training and support.

8. “Subscription Term” means the initial and any renewal period for access to the Software.
9. “Days” are business days in England and Wales.

Headings are for convenience only and do not affect interpretation.

2. Basis of Contract

2.1 All Orders are subject to acceptance by ISL. No contract is formed until ISL confirms acceptance in writing.

2.2 These Terms apply to the exclusion of any terms the Customer seeks to impose or incorporate.

2.3 The Supplier’s employees or agents are not authorised to make any representations concerning the Software or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Sales literature, price lists and other documents issued by the Supplier in relation to the Software and Services are subject to alteration without notice and do not constitute offers to sell the Software and Services which are capable of acceptance. No contract for the sale of the Software and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Software and Services or has accepted an order placed by the Customer.

2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. Quotations, Pricing and Orders

3.1 Quotations are valid for 28 days unless stated otherwise.

3.2 Prices are exclusive of VAT, which shall be charged at the applicable rate.

3.3 ISL reserves the right to revise pricing prior to commencement of the Software Subscription or delivery of Services, by given written notice to the Customer, to reflect any increase in costs to the Supplier.

3.4 Subscription fees are fixed for the relevant Subscription Term unless otherwise agreed.

3.5 The specification for the Software and Services shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier).

3.6 No order which has been accepted by the Supplier may be cancelled prior to commencement of the Subscription term by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

3.7 The Supplier is not obliged to accept orders from any Customer who has not supplied the Supplier with creditworthiness references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further Software Subscriptions or Services will be provided to the Customer. All amounts owing by the Customer to the Supplier shall be immediately payable.

4. Software Subscriptions

4.1 ISL grants the Customer a non-exclusive, non-transferable right to access and use the Software during the Subscription Term for its internal business purposes only.

4.2 The Software is hosted by or on behalf of ISL. No software is delivered or installed on the Customer's premises.

4.3 Subscriptions are supplied on an annual basis unless otherwise stated.

4.4. Subscription commencement date will be as per Contract/Agreement, and only once payment terms are met.

4.5 No right of cancellation or refund applies once a Subscription Term has commenced, except where required by law or expressly agreed in writing.

4.6 The Customer must comply with all acceptable use, security and fair usage policies notified by ISL.

5. Hardware and Peripherals

5.1 Hardware is supplied on a business-to-business basis only.

5.2 Risk passes on delivery. Title passes once payment is received in full.

5.3 Manufacturer warranties apply where relevant. ISL will reasonably assist the Customer in making warranty claims but provides no additional warranty unless expressly stated.

5.4 The Customer is responsible for ensuring that, except to the extent that instructions as to the use or sale of the Hardware are contained in the packaging or labelling of the hardware, any use of the hardware by the Customer is in compliance with all applicable statutory requirements and that handling of the Hardware by the Customer is carried out in accordance with directions given by the Supplier, Manufacturer or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

6. Services

6.1 ISL shall provide Services with reasonable skill and care in accordance with generally accepted industry standards.

6.2 Timescales are estimates only unless expressly agreed as binding.

6.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

7. Customer Obligations and Customer's Default

The Customer shall:

7.1 Provide accurate and complete information.

7.2 Ensure its systems and environment meet ISL's technical requirements.

7.3 Use the Software and Hardware in accordance with applicable law and guidance, and the Fair Usage Policy.

7.4 Ensure authorised users are appropriately trained and comply with these Terms.

7.5 Meet the payment terms, payment dates and conditions for Software and Services provided as per the Contract/Agreement.

7.6 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

cancel the order or suspend any further deliveries or provision of Software, Hardware and Services to the Customer;

appropriate any payment made by the Customer to such of the Software, Hardware and/or Services (or the software, hardware and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

charge the Customer interest (both before and after any judgement) on the amount unpaid, at a rate as agreed in the Contract/Agreement, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7.6.1 This condition applies if:

the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract/Agreement;

the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

the Customer ceases, or threatens to cease, to carry on business; or

the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

7.6.2 If sub-Clause 7.6.1 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Hardware has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8. Acceptance

8.1 Hardware is deemed accepted on delivery unless the Customer notifies ISL of material defects within 5 business days.

8.2 Software and Services are deemed accepted on first use or on commencement of the Subscription Term.

9. Charges and Payment

9.1 Subscription fees are invoiced annually in advance.

9.2 Hardware and Services are invoiced as stated in the Contract/Agreement.

9.3 Payment terms are 28 days from invoice date unless otherwise stated & agreed in the Agreement/Contract.

9.4 ISL may charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.

10. Data Protection (GDPR)

10.1 Each party shall comply with Data Protection Legislation.

10.2 Where ISL processes personal data on behalf of the Customer, the parties shall enter into a data processing agreement.

10.3 ISL shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction or damage.

10.4 ISL maintains its registration with the Information Commissioner's Office and operates along the guidelines provided by the ICO.

11. Cyber Security

11.1 ISL maintains Cyber Essentials Plus certification and shall operate information security controls aligned to recognised UK standards.

11.2 ISL maintains its Cyber insurance policies throughout the Subscription period

11.3 The Customer shall not introduce malicious code, attempt unauthorised access, or compromise the security of ISL systems.

12. Confidentiality

12.1 Each party shall keep confidential all information of the other party obtained in connection with the Contract/Agreement, except where disclosure is required by law.

12.2 Either Party may:

disclose any Confidential Information to:

12.2.1 any sub-contractor or supplier of that Party;

12.2.2 any governmental or other authority or regulatory body; or

12.2.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 12.1 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

13. Intellectual Property

All intellectual property rights in the Software, Services deliverables and documentation remain with ISL or its licensors. No rights are transferred other than those expressly granted.

14. Limitation of Liability

14.1 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

14.2 Subject to clause 14.1, ISL's total liability shall not exceed the total fees paid under the Contract/Agreement in the preceding 12 months.

14.3 ISL shall not be liable for indirect or consequential losses, loss of profit, revenue or data.

14.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

15. Termination

15.1 Either party may terminate for material breach not remedied within 10 days of notice, or as stated & agreed in the Contract/Agreement.

15.2 ISL may suspend or terminate access for non-payment.

15.3 On termination, all outstanding fees become immediately payable to the Supplier and access to the Software shall cease.

15.4 Each party will adhere to the termination terms as stated & agreed in the Contract/Agreement.

16. Force Majeure

Neither party shall be liable for delay or failure caused by events beyond reasonable control.

17. Assignment and Sub-Contracting

17.1 The Customer may not assign the Contract/Agreement, or any part of it, without ISL's prior written consent.

17.2. The Supplier may assign the Contract/Agreement or any part of it to any person, firm or company without the prior consent of the Customer unless stated otherwise in the Contract/Agreement.

18. Communications

18.1 All notices under these Terms and Conditions and under the Agreement/Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given

when sent by e-mail and a successful return receipt is generated; or

when submitted by a Customer's procurement portal and a receipt of submission generated

18.3 All notices shall be addressed to the most recent mailing address, or e-mail address, or submitted via online procurement portal to the other Party

19. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. Waiver and Severance

20.1 The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Agreement/Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

20.2 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Agreement/Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Agreement/Contract). The remainder of these and the Contract shall be valid and enforceable

21. Governing Law and Jurisdiction

The Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

These Terms apply only to business customers, including UK local authorities and private sector organisations.