Vectare Limited – Terms and Conditions

1. Definitions

“Supplier” means Vectare Limited.

“Buyer” means the organisation accessing the service under these terms.

“Service” means the Vectare transport software platform and related services provided via the cloud.

“User” means any person authorised by the Buyer to use the Service.

2. Service Access

The Supplier grants the Buyer a non-exclusive, non-transferable licence to use the Service during the term of the contract.

Access is subject to compliance with these Terms and applicable laws.

The Buyer is responsible for all Users and their adherence to these Terms.

3. Service Levels and Availability

The Service is provided with 99.5 % uptime during core business hours.

Planned maintenance will be communicated in advance.

If the Service fails to meet guaranteed availability, the Supplier will provide service credits or remedies as specified in the contract.

4. Buyer Obligations

Provide accurate information and maintain account credentials securely.

Ensure Users comply with applicable laws, including data protection legislation.

Report issues or incidents promptly through the designated support channels.

5. Support and Maintenance

Standard support includes email and online documentation during business hours.

Optional support packages (telephone, priority support, account management) are available at additional cost.

Updates, patches, and maintenance are included in the Service subscription.

6. Data Protection

Supplier will process Buyer and User data in accordance with GDPR and UK data protection law.

Data will be stored securely and can be exported or deleted upon contract termination.

The Supplier implements encryption, access control, and monitoring to protect data.

7. Security and Confidentiality

Both parties agree to maintain the confidentiality of information shared in connection with the Service.

Access to the Service is role-based, and Users are responsible for maintaining the security of credentials.

8. Intellectual Property

All intellectual property rights in the Service and software remain with the Supplier.

The Buyer is granted a licence to use the Service but not to copy, modify, or distribute it.

9. Fees and Payment

Fees are invoiced according to the agreed schedule.

Late payments may incur interest as permitted by law.

Any optional services (training, customisation, priority support) are charged separately.

10. Liability

Supplier liability is limited to direct losses resulting from breach of contract.

The Supplier is not liable for indirect, consequential, or loss-of-profit damages.

Maximum liability is capped at the total fees paid in the 12 months preceding the claim.

11. Termination

Either party may terminate the contract with notice as specified in the agreement.

Upon termination, the Buyer may export data. Remaining data will be securely deleted in line with GDPR.

Termination does not affect liabilities accrued prior to termination.

12. Governing Law

These Terms are governed by the laws of England and Wales.

Disputes will be resolved through mutual negotiation, or, if necessary, by courts in England and Wales.

13. Changes to Terms

The Supplier may update these Terms with reasonable notice to reflect legal or operational changes.