INFOTEK SOFTWARE LTD

Terms and Conditions: Bespoke Software Development

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1. Definitions

1.1 "Charges" means the charges shown on our charges document or other published literature relating to the services from time to time.

1.2 "Confidential Information" shall mean all that technical information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) relating to the Software which is disclosed by either party to the other.

1.3 "Knowhow" shall mean all those patentable and non-patentable inventions discoveries improvements and processes and copyright works (including without limitation computer programs) and designs (whether or not registered or registrable).

1.4 "Order" means the request form You complete for the Services.

1.5 "Purpose" means managing and updating the Bespoke Software at any time.

1.6 "Requirements Document" means the document We send You detailing how the software will function and also what inputs are required from You and what results You can expect from the work.

1.7 "Rights" means any and all patents, rights in trade mark, rights in domain names, rights in designs, copyrights and database rights or other intellectual property rights, for the full term of those rights, world wide

1.8 "Services" means the Bespoke Software

1.9 "We/us means Infotek Software Ltd .

1.11 You/Your means the user of Bespoke Software System that We make this Agreement with, and includes anyone reasonably appearing to us to be acting with that Users authority or permission.

1.13 Your Information" means the information You provide to us to complete the service and any other information disclosed by you.

2. Terms and Conditions ("Conditions")

2.1 These Conditions apply to all contracts for the provision of the Services by us

2.2 By completing and submitting an Order form (or paying the first instalment) You acknowledge that You have read and accepted these Conditions as controlling the provision of the Services by us to You.

2.3 Upon receipt by us of a completed order, We will either issue an Order acceptance or an Order refusal. No order shall be deemed accepted unless and until We issue an Order acceptance to You and, where any payment is due prior to the Services being performed, We are in receipt of such payments provided for in clause 4.

2.4 We reserve the right to amend and update these Conditions at anytime without notice.

3. Supply of the Services

If We accept Your Order in accordance with clause 2.3 We shall provide the Services to You subject to these Conditions and the Service policies issued on the Website from time to time.

Infotek Software Ltd's services are for the specific purpose outlined in the requirements document.. Any other use of this system, including but not limited to VAT returns, tax returns is not endorsed by Infotek Software Ltd.

You acknowledge that the allocation of risk reflects the price paid for the software and also the fact that it is not within Infotek Software Ltd's control how and for what purposes the software is used by you.

4. Software Bespoke Development

Where You Order and We accept the Order for:

4.1 When We have accepted the Order we shall send You a Requirements Document which You must read, agree and sign to confirm Your agreement to the specification of the work to be done.

4.2 We shall develop The Software based on Your requirements provided for in the Requirements Document. Where You wish to change any of Your requirements following submissions of the Order and prior to delivery of The Bespoke Software and We agree to that change We will increase the charges to take into account any additional work required by us because of the change.

4.3 Following completion of the Software We will inform You that the Software is available which will then be tested by yourselves for 7 days. You will be asked to sign confirmation of Your satisfaction with the software after testing.

5. Payment

5.1 Unless agreed otherwise You will pay the Charges for the Services in the manner specified in the Order.

5.2   All charges are exclusive of VAT

5.3   If payment is not made on the due date We shall be entitled without limitation of any other rights that We may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.

6.   Your Obligations

6.1   You warrant that Your information is true and correct, and that any future additions or alterations to Your details and information will be true and correct, and submitted in a timely manner. We will not be liable to You for any loss arising from any instructions or Order supplied by You which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from the late arrival or non arrival of any form or other fault of Yourself.

6.2   You warrant that the Services are provided solely for Your use and You must not without our written permission transfer or sell or attempt to transfer or sell Your access to or use of the services or any of Your rights or obligations under this Agreement.

6.3   You understand that the software is not designed to produce your VAT return. It is your responsibility to interpret any information provided by the software and decide what is and is not to be included.

6.4   The Customer shall allow Infotek Software Ltd the use of any machinery attachments features or other equipment necessary to enable it to provide the services and shall be responsible of procuring, installing and maintaining all communications media not supplied by Infotek Software Ltd.

6.5   The Customer will make freely available to Infotek Software Ltd all documentation associated with the system, working documents, original program media, current data backup copies and equipment as necessary.

6.6   The Customer will undertake to create regular current data back up copies in such a manner as to minimise any potential data loss and to ensure that these are available if required by Infotek Software Ltd.

6.7   The Customer shall take all reasonable precautions to ensure the safety and health of Infotek Software Ltd. Personnel while such personnel are at the Customer's premises.

7.   Our Obligations

7.1   We will ensure that Your information is treated in accordance with standards that are not less than the standards required by the Data Protection Act 1998.

7.2   We will provide the service with reasonable skill and care of a competent provider of computer software. We do not guarantee that the provision of the Services will be error free or fault free. In the event that You should notice that there is an error with respect to Your access to or use of the Services, You should report it to us at once. Once an error or a fault in the provision of the Services is reported to us within a reasonable timeframe of the service being provided, We will endeavour to correct it as soon as We reasonable can.

7.3   We will take reasonable steps to ensure that the Services are free of any viruses, but We recommend that You use Your own virus protection software.

8.   Intellectual Property Rights

8.1   You will be asked to sign a license agreement which also serves as your acceptance of the services being completed to your satisfaction. Such licence shall be automatically terminated if:

   (a)   You do not pay any of the Charges due at any time under this contract in full by the due date; or

   (b)   You attempt to use the System except for the Purposes; or

(c)   You alter, modify, adapt or translate the whole or any part of the System in any way whatsoever or permit the whole or any part of the System to be combined with or become incorporated in any other computer programme or decompile disassemble or reverse engineer the same or attempt to do any of such things, except to the extent and in the circumstances expressly required to be permitted by law; or

(d)   This agreement comes to an end for whatever reason.

8.2   For the avoidance of doubt the Rights in the System (including the source and object codes) and any related documentation shall be and remain invested in Us and You agree to effect and maintain adequate security measures to safeguard the System from access or use by any third party.

8.3   The ownership of any and all Intellectual Property which exists in any Knowhow under this Agreement shall remain with Us, or any Third Party as appropriate and shall not vest in You.

9.   Confidentiality

Each party will take all proper steps to keep confidential all Confidential Information of the other which is disclosed to or obtained by it pursuant to or   as a result of this Agreement, and will not divulge the same to any third party and will allow access to the same to its own staff only on a "need to know" basis, except to the extent that any such Confidential Information becomes public through no fault of that party. Notwithstanding the termination or expiry of this Agreement for whatever reason the obligations and restrictions in this clause shall be valid for a period of five years from the date of this agreement.

10.   Termination

10.1   Either party may terminate this Agreement at any time upon written notice to the other if the other party defaults by failing to perform any substantial obligation on its part. The termination will become effective 30 days after receipt of written notice unless during the relevant period of 30 days the defaulting party has remedied the default or (if the default is not capable of remedy within 30 days) is diligently proceeding to cure the default by taking active effective and continuing steps to do so and the default is in fact cured within 90 days after receipt of the relevant notice.

10.2   The Contract may be terminated with immediate effect by either party giving notice of termination to the other party (the "Defaulting Party"):
(a) if the Defaulting Party (being a company) shall pass a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction where the resulting entity is at least as credit-worthy as the Defaulting Party and assumes all of the obligations of the Defaulting Party under the Contract) or a court shall make an order to that effect; or

(b) if the Defaulting Party (being a natural person) shall die, or (being a partnership or other unincorporated association) shall be dissolved; or

(c) if the Defaulting Party shall cease to carry on its business or substantially the whole of its business; or

(d) if the Defaulting Party becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or

(e) if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of the assets of the Defaulting Party.

11.   Effects of Termination

11.1   If this Agreement is terminated due to event set out in clause 8 We will   immediately terminate Your licence to use the Services

11.2   If the agreement is terminated as set out in Clause 10.1 above, then any payment due to us will remain due and if already paid will be non-refundable

11.3   If either party terminates due to a reason set in Clause 9 We shall be entitled to be paid a reasonable sum for any work carried out by us prior to such termination together with a reasonable profit thereon and on the uncompleted portion of the contract and (subject to such payment) You shall be entitled to be repaid forthwith any sums previously paid under this Agreement (whether by way of a deposit or advance payment or otherwise) provided that save as aforesaid neither party shall have any liability whatsoever to the other either by reason of such termination or for further performance of this agreement.

11.4   If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated

12   Warranties

12.1   We warrant that the Services shall be provided using reasonable skill and care as would be expected of a provider of these Services.

12.2   We do not give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise for any part of the Services being provided by a third party.

13   Indemnities

13.1   You shall indemnify us fully against all losses, liabilities, costs and expenses which We may incur as a result of work done in accordance with Your specifications which involves or results in the infringement of any Intellectual Property Right or Knowhow.

13.2   We shall be under no liability for any loss or damage (whether direct, indirect, incidental or consequential) howsoever arising, which may be suffered by the You in relation to this Agreement.

13.3   We accept liability for any death or personal injury caused by our negligence.

13.4   If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and We   become liable for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence) or otherwise, will not exceed the Charges paid in the following 12 months for any one incident or series of   related incidents.

13.5   You agree and acknowledge that You are in a better position than us to foresee and evaluate any potential damage or loss that You may suffer in connection with the provision of the Services. Therefore We cannot adequately insure in respect of any such liabilities.

13.6   You agree to indemnify and hold us and our officers, directors and employees, harmless from any claim or demand, including reasonable lawyers fees, made by any third party due to or arising out of Your breach of any terms of these Conditions or of the documents it incorporates by reference, or Your violation of any law or the rights of a third party.

14.   NOTICES

All notices and other communications shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal working business hours of the recipient, when sent, if transmitted by facsimile transmission (receipt confirmed) during normal business hours of the recipient, or on the third business day following mailing, if mailed by certified or registered mail, postage prepaid, in each case addressed as follows:

Freberta, Back Road, Catbrook,Chepstow, NP16 6NA

For the attention of: Rosemary Stevens.

15. Whole Agreement

This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the date this Agreement is signed. Each party warrants to the other that it has not relied on any such commitment, representation or warranty in entering into this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

16. Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English and Welsh courts as regards any claim or matter arising under this Agreement.

I have read and fully understand and agree to be bound by and comply with the Agreement, a copy of which is printed overleaf.

SIGNED BY   TITLE   PRINT NAME

_____   _____   _____

Date: ____/____/____