



timeware®

HR, Time and Attendance Software

Terms & Conditions of Sale – On Premise (Non Subscriptions)

1. Definitions

- 1.1 Business Days: Monday to Friday, excluding public holidays.
- 1.2 Business Hours: 8:30am– 5:30pm on Business Days.
- 1.3 Quotation: A written statement issued by timeware to the Customer setting out the proposed price, scope, specifications, and any applicable terms for the supply of goods and/or services.
- 1.4 Customer: The party purchasing goods and services from timeware.
- 1.5 Software, Hardware, Services: Products and services offered by timeware, as detailed in an order.
- 1.6 Confidential Information: Non-public information disclosed between the parties related to the business relationship.
- 1.7 Order: The Customer's request for products or services, accepted by timeware.
- 1.8 Force Majeure: Events beyond reasonable control, including natural disasters, Cyberattacks, or government actions.
- 1.9 timeware: timeware UK Ltd (company number 05886806) whose registered office is at 3 Fieldhouse Road, Rochdale, Greater Manchester, OL12 0AD.

2 Agreement to Terms

- 2.1 By placing an order with timeware, you accept these Terms & Conditions. Any conflicting terms proposed by the Customer are void unless agreed upon in writing by both parties.
- 2.2 Any modifications to these terms must be agreed in writing and signed by an authorised representative of both parties.

3. Orders

- 3.1 Orders are binding once accepted by timeware.
- 3.2 Orders cannot be cancelled once accepted unless agreed in writing.
- 3.3 The Customer is responsible for ensuring the accuracy of all details in an Order before submission. Timeware shall not be liable for errors in an Order once accepted.
- 3.4 timeware may modify the Software or Services only where reasonably necessary to comply with applicable laws or to implement updates or improvements, provided that such changes do not materially adversely affect the functionality, performance, security, interoperability, or compatibility of the Software with the Customer's systems or any agreed specifications. Timeware shall provide reasonable prior written notice of any such changes.

4. Software Licensing

- 4.1 The Customer will receive a non-transferable, non-exclusive license to use timeware software.
- 4.2 The Customer must not copy, modify, distribute, or reverse-engineer the Software.
- 4.3 If the Software includes third-party components, their use is subject to separate licensing terms. The Customer is responsible for ensuring compliance with these terms.
- 4.4 The Software is provided subject to the warranties set out in this Agreement. timeware shall not be liable for any indirect or consequential losses, except to the extent such losses arise from a breach of its obligations relating to data protection, confidentiality, or intellectual property rights.

5. Pricing & Payment

- 5.1 Prices are as stated in the Order.
- 5.2 timeware may adjust prices due to external factors, with reasonable notice and always subject to the validity period of a Quotation.
- 5.3 All payments must be made as agreed in the quotation.

- 5.4 Late payments may result in service suspension.
- 5.5 timeware reserves the right to charge interest on late payments at the rate of 4% per annum above the Bank of England base rate.
- 5.6 Failure to pay may result in the suspension of services until payment is received.
- 5.7 All prices exclude VAT and applicable taxes unless stated otherwise.

6. Delivery & Risk of Goods Only

- 6.1 timeware shall arrange delivery to the specified location but shall not be liable for any damage or delay occurring in transit, except to the extent caused by its negligence or failure to use reasonable care in arranging delivery. If delivery is delayed due to the Customer's failure to accept the goods, timeware may charge reasonable storage and insurance costs.
- 6.2 Risk of loss or damage shall pass to the Customer upon delivery in accordance with Clause 6.1. Title to the goods shall pass only upon receipt by timeware of full and cleared payment for such goods.

7. Services

- 7.1 timeware will provide services as described in the Quotation upon acceptance by the Customer.
- 7.2 Service dates are estimates; reasonable delays do not constitute grounds for compensation.
- 7.3 The Customer is responsible for providing access and cooperation for service execution.
- 7.4 timeware shall not be liable for business interruptions or losses caused by delays in service execution.

8. Warranties

- 8.1 Hardware is covered by manufacturer warranties.
- 8.2 timeware warrants that the Software will materially conform to its documentation and any agreed specifications and will be provided with reasonable skill and care. timeware does not warrant that the Software will be completely uninterrupted or error-free but shall use reasonable endeavors to correct material defects within a reasonable time. timeware shall perform the Services with reasonable skill, care, and diligence, in accordance with good industry practice and all applicable laws. Warranty coverage does not apply if the Customer has misused the product, failed to maintain it as recommended, or modified it without timeware's approval.

9. Returns & Defects

- 9.1 Returns are only accepted for defective products and require prior approval.
- 9.2 timeware will facilitate manufacturer warranties for faulty products but does not guarantee replacements.
- 9.3 The Customer must notify timeware of any defects within 48 hours of delivery.

10. Limitation of Liability

- 10.1 Subject to Clause 10.4, neither party shall be liable to the other for any indirect or consequential losses, including loss of profits, revenue, business, or goodwill, except to the extent that such losses arise from:
 - (a) breach of Clause 8 (Warranties), including failure of the Software or Services to comply with agreed specifications or service levels;
 - (b) loss, corruption, or unavailability of data;
 - (c) breach of data protection, confidentiality, or intellectual property obligations; or
 - (d) negligence, wilful misconduct, or fraud.
- 10.2 Subject to Clause 10.4, each party's aggregate liability under or in connection with this Agreement shall not exceed 100% of the total quotation price paid or payable in the preceding 12 months.
- 10.3 The limitations and exclusions in this Clause shall apply only to the extent permitted by law and shall not operate so as to deprive the Customer of a meaningful remedy in respect of a material breach of this Agreement.
- 10.4 Nothing in this Agreement shall exclude or limit liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of data protection obligations;
 - (d) breach of confidentiality or intellectual property rights; or
 - (e) any liability which cannot lawfully be excluded or limited.
- 10.5 Each party shall maintain appropriate insurance cover with a reputable insurer in respect of its liabilities under this Agreement and shall provide evidence of such insurance upon reasonable request.

11. Data Protection

- 11.1 Customers must not submit personal data to timeware without prior agreement.
- 11.2 If data processing is required, both parties will enter into a separate Data Processing Agreement.
- 11.3 The Customer warrants that any personal data provided to timeware complies with all applicable Data Protection Laws.

12. Termination

- 12.1 Either party may terminate this Agreement in respect of the provision of goods and services (excluding any Software licences) on not less than 30 days' written notice.
- 12.2 Software licences granted under this Agreement shall continue for their agreed term and may not be terminated for convenience under Clause 12.1. Termination of Software licences shall only occur: in accordance with their agreed licence term; or under Clause 12.3 (termination for cause).
- 12.3 Either party may terminate this Agreement immediately by written notice if:
 - (a) the other party commits a material breach which is not remedied within 14 days of written notice;
 - (b) the other party enters liquidation, administration, or ceases to carry on business; or
 - (c) any other legal right to terminate arises.
- 12.4 Upon termination:
 - (a) all undisputed outstanding invoices shall become immediately due and payable;
 - (b) each party shall return or securely delete the other party's Confidential Information; and
 - (c) any rights to use the Software shall cease, save to the extent required for any agreed transition or exit assistance period.
- 12.5 Survival: Any provisions which by their nature are intended to survive termination (including confidentiality, intellectual property rights, data protection, and limitation of liability) shall remain in full force and effect.

13. Force Majeure

- 13.1 timeware is not liable for delays or failures caused by events beyond its control, including natural disasters, strikes, supply chain disruptions, or cyberattacks.
- 13.2 timeware will notify the Customer as soon as practicable if a Force Majeure event delays performance.

14. Dispute Resolution

- 14.1 Disputes should first be resolved through negotiation between the parties.
- 14.2 If unresolved within 14 days, disputes will be handled by the courts of England & Wales.

15. Governing Law

- 15.1 These Terms & Conditions are governed by the laws of England & Wales.
- 15.2 Any conflicts between the order and these terms will be resolved in favour of the order's specific terms.
- 15.3 For international Customers, governing law shall default to England & Wales unless explicitly stated otherwise in a separate agreement.