

AGREED TERMS

Your attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1 ABOUT US

- 1.1 **Company details.** Premier Software Solutions Limited (company number 2944073) (**we and us**) is a company registered in England and Wales and our registered office is at 9 & 10 Heritage Park Hayes Way, Cannock, Staffordshire, WS11 7LT. Our VAT number is 642924335. We operate the website Salonlite.com (**our site**).
- 1.2 **Contacting us.** To contact us e-mail sales@salonlite.com (for general enquiries) or support@salonlite.com (for support enquiries). Please be aware that support enquiries will only be handled by email. How to give us formal notice of any matter under the Contract is set out in clause 17.2.
- 1.3 **Professional indemnity insurance.** We maintain professional liability insurance. Our compulsory insurer is Markel (uk) Ltd, Verity House, 6 Canal Wharf, Leeds, LS11 5BQ, and our policy number is A71993/0417.

2 OUR CONTRACT WITH YOU

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

3 PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. You may only submit an order using the method set out on our site. Each order is an offer by you to purchase the services specified in the order (namely the provision of a cloud based scheduling system through software owned by or licensed to us (**Software**)) (**Services**), subject to these Terms. Please check your order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.2 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does

not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.3.

- 3.3 **Accepting your order.** Our acceptance of your order takes place when we send you an email welcoming you to our site, at which point your order has been accepted (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

4 OUR SERVICES

- 4.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

- 4.2 **Compliance with specification.** Subject to our right to amend the specification (see clause 4.3) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

- 4.3 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

- 4.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

- 4.5 **Uninterrupted Services.** Whilst we will use reasonable endeavours to ensure that the Services will be uninterrupted, error-free and secure, we do not warrant that this will be the case. You acknowledge that the Services may be temporarily unavailable whilst normal maintenance is carried out.

- 4.6 **Limiting Usage.** We reserve the right to include means within the Software to limit your use of the Software to the correct licensed number of users.

5 YOUR OBLIGATIONS

- 5.1 It is your responsibility to ensure that:
- 5.1.1 the terms of your order are complete and accurate;
 - 5.1.2 you co-operate with us in all matters relating to the Services;
 - 5.1.3 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

- 5.1.4 you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 5.1.5 you comply with all governmental or other regulations relating to the use of the Services or Software and all applicable laws, including health and safety laws;
 - 5.1.6 you have, and maintain, adequate computer hardware and software to ensure you can access the functions of the Services. We will not be responsible for any delay or failure to transmit, download or upload data from, to or via our computer systems or over the internet; and
 - 5.1.7 you take any backs up of data that you upload to our site wherever possible, where functionality allows. We will back up data that you upload, but will not be responsible or liable for any loss of data that could have been backed up by you, howsoever caused.
- 5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 5.1 (**Your Default**):
- 5.2.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 14 (Termination);
 - 5.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - 5.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

6 CONTENT

We do not verify, approve or assume any responsibility for the completeness or accuracy of the content provided by you or any other third parties on our site. We may remove any content at our discretion that we consider to be defamatory, offensive or otherwise illegal or inappropriate in any way, without notice to you.

7 CHARGES

- 7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.

- 7.2 The Charges are the prices quoted on our site at the time you submit your order and depend on the level of service you select.
- 7.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system.
- 7.5 Our 60-day free trial entitles you to access the Services on the basic payment plan for a period of 60 days. This will give you access to all the features in accordance with that payment plan. There is no requirement to enter any card payment details during a free trial period, unless you wish to upgrade to a monthly subscription. If you create a subscription during a trial period, payment will be deducted and the trial period will expire. You may cancel your free trial at any time.
- 7.6 We reserve the right to increase the Charges in line with reasonable business needs by giving no less than 30 days' notice.
- 7.7 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

8 HOW TO PAY

- 8.1 Payment for the Services is in advance. After the free trial period (under clause 7.5) has expired and/or you have input your payment details, we will take your first payment upon acceptance of your order and will take subsequent payments monthly in advance.
- 8.2 You can pay for the Services using a debit card or credit card. Your designated bank account will be charged automatically each month.
- 8.3 We will send you an electronic receipt following payment. For any failed or cancelled payments, a £20 administration fee will be levied.
- 8.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.5 All amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9 COMPLAINTS

If a problem arises or you are dissatisfied with the Services, please contact our support desk using the contact details as notified in clause 1.2.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

10.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Software for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 10.2.

10.3 You may not copy or transfer the Software or reverse assemble, decompile or otherwise attempt to derive source code from the Software.

10.4 You must not remove or alter copyright and other proprietary notices contained on our site and you may only download and print extracts from our site for your own use.

10.5 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

10.6 You are not permitted to resell the Services to any third parties or allow any third parties to use the Services other than your employees, temporary staff or sub-contractors.

10.7 You accept responsibility and liability for the acts and/or omissions of your temporary staff or sub-contractors or business partners in relation to any breaches of the licence granted by clause 10.2 or its obligations under these terms and conditions by such temporary staff or sub-contractors or business partners and will indemnify and hold us harmless against all liability, loss, damages and reasonable costs and expenses incurred or suffered by us as a result of any such breach.

10.8 We shall indemnify and hold you harmless against any direct losses, damages and reasonable costs that may be awarded or agreed to be paid to any third party in respect of any claim or action against you arising out of the normal operation, possession or use of the Services by you during the term of this Contract for the infringement of any intellectual property rights of any third party (**Intellectual Property Infringement Claim**), provided that you:

10.8.1 provide notice to us of any Intellectual Property Infringement Claim immediately after you become aware of it;

10.8.2 give us the sole conduct of the defence to any Intellectual Property Infringement Claim and do not at any time admit liability or otherwise settle or compromise or attempt to settle or comprise any such claim without our express instructions; and

10.8.3 act in accordance with our reasonable instructions and provide such assistance as we shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

11 HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 We will use any personal information you provide to us to:

11.1.1 provide the Services;

11.1.2 process your payment for the Services; and

11.1.3 inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

11.2 Further details of how we will process personal information are set out in [<https://www.premiersoftware.uk/privacy-policy/>].

12 LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 We have obtained insurance cover in respect of our own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation; and

12.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.3 Subject to clause 12.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

12.3.1 loss of profits;

12.3.2 loss of sales or business;

12.3.3 loss of agreements or contracts;

- 12.3.4 loss of anticipated savings;
 - 12.3.5 loss of use or corruption of software, data or information;
 - 12.3.6 loss of or damage to goodwill; and
 - 12.3.7 any indirect or consequential loss.
- 12.4 Subject to clause 12.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 50% of the total Charges paid under the Contract.
- 12.5 We have given commitments as to compliance of the Services with the relevant specification in clause 4.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.7 Nothing in these Terms limits or affects the exclusions and limitations set out in our [<https://www.premiersoftware.uk/terms/>].
- 12.8 We do not and cannot control the flow of data to or from our network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, the actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Although we will use commercially reasonable efforts to take all actions we deem appropriate to remedy and avoid such events, we cannot guarantee that such events will not occur. We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract resulting from or related to such events.
- 12.9 This clause 12 will survive termination of the Contract.

13 CONFIDENTIALITY

- 13.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.
- 13.2 We each may disclose the other's confidential information:

- 13.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.
- 13.4 In the event of termination of the Contract, the obligations of both parties under this clause 13 shall continue in full force and effect.

14 TERMINATION

- 14.1 The Contract may be terminated by either party providing written notice to the other.
- 14.2 Termination of any plans under clause 14.1 can take place at any time. Such terminations will not be subject to refunds but you will be able to continue to use your account until your next monthly renewal.
- 14.3 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
- 14.3.1 you or your temporary staff, sub-contractors or business partners commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so;
- 14.3.2 you fail to pay any amount due under the Contract on the due date for payment;
- 14.3.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.3.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

14.3.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.4 We shall not be liable to you or any third party for the termination of this Contract or the access to the Services pursuant to this clause 14.

14.5 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15 DOWNGRADING

15.1 You may downgrade your plan to a lower level at any time. Any such downgrade will be effective immediately, but any Charges paid in respect of the higher level plan (the subject of the downgrade), for the month in which the downgrade is effected, will not be subject to a refund.

16 EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

16.2.1 we will contact you as soon as reasonably possible to notify you; and

16.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will not refund the price you have paid, but you will be entitled to continue to use your account until the date of your next monthly renewal.

17 COMMUNICATIONS BETWEEN US

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

- 17.3 A notice or other communication is deemed to have been received:
- 17.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 17.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 17.3.3 if sent by email, at 9.00 am the next working day after transmission.
- 17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
- 18 GENERAL**
- 18.1 Assignment and transfer.**
- 18.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
 - 18.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 18.2 **Variation.** We have the right to vary these terms and conditions from time to time on giving you at least 30 days' notice in writing.
- 18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.