



## Terms and Conditions

1. These Terms and Conditions form an integral part of a purchase order from the Customer and take precedence over the Customers own trading conditions where there is a conflict.

2. Quotations

These are valid for one month from the date on the quotation, unless VLE Support Limited withdraws the quotation, in writing, prior to written acceptance by the Customer.

3. Variations

Any variations to the order will be valued on the basis of the price levels contained in the order or as subsequently agreed in writing to the Customer.

4. End-User Annual Software Licence

Purchase and use will be strictly in accordance with the VLE Support Limited End User Annual Software Licence Agreement and subject to review from time to time.

5. Annual Support Agreement

Purchase and use will be strictly in accordance with the VLE Support Limited Annual Support Agreement and subject to review from time to time.

6. Payment

6.1. Payment of invoice will be made strictly within 14 days from the date of invoice (net 14) unless otherwise specified in writing.

6.2. Initial and annual End-User Annual Software Licence will be paid in advance (CIA) of supply and installation.

6.3. Training will be paid in advance (CIA) of any training being carried out

6.4. All correspondence relating to payment, invoices etc must clearly show the Customers Order number and VLE Support Limited invoice number, otherwise it may be rejected.

6.5. Renewable Licences are subject to annual price adjustment for upgrade, inflation or other change

7. Late Payment and abortive costs

### VLE Support Ltd.

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Company Registration number: 03322835 VAT Number: 888 4315 78

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- 7.1. Interest on late payments will be charged at 8% pa above Bank rate following written confirmation, unless otherwise specified in writing.
- 7.2. Cancellation charges and abortive costs will be charged following written confirmation
- 7.3. Debt recovery costs will be charged following written confirmation.

## 8. Law

All disputes shall be determined in England according to English Law

## 9. Disputes and Termination

Where the Customer breaches the provisions of these Terms and Conditions then VLE Support Limited may give written notice to the Customer of the default and, where appropriate, require him to remedy such default(s) within 7 days or such longer period if mutually agreed. If the default(s) are not or cannot be remedied after this period then VLE Support Limited will terminate the Licence Agreement in accordance with clause 2 of the End-User Annual Software Licence Agreement.

## 10. Liquidation/Bankruptcy/closure

Where a Customer is the subject of a winding up procedure, VLE Support Limited will terminate the Licence Agreement in accordance with clause 2 of the End-User Annual Software Licence Agreement.

## 11. VAT (and other government taxes)

All prices are subject to VAT and other government taxes at the current rate.