Standard Terms & Conditions

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Standard Terms & Conditions

Synapse UK Limited is hereinafter referred to as "**SYNAPSE**".

Quotations

    1.1. All quotations are valid for 30 days from the date of quotation, unless otherwise stated.

    1.2. VAT will be applied, where applicable at the appropriate rate.

    1.3. Delivery charges will be applicable for software and hardware, but are not included in the quotation.

    1.4. All software and hardware will be subject to availability from its respective suppliers.

Customer's Order

    1.5. All orders must be in writing from the client with reference to an official order number or purchase number as appropriate.

    1.6. On receipt of the client's written order as in point 1.5. above, invoices will be issued.

Payment Terms

    1.7. All hardware, software and associated maintenance is subject to payment in advance.

    1.8. Any other services that have been agreed with the client, such as consultancy, implementation and data transfer, are to be paid within 30 days of the date of the invoice. Information regarding payment is displayed on each invoice.   It is **SYNAPSE**'s normal practice to agree advance payment of software and hardware, with any additional services (such as implementation) being invoiced on completion of work.

    1.9. All expenses associated with client work will be charged at cost including overnight accommodation, meals and subsistence where applicable.   Mileage will be charged at 45pence per mile.

    1.10. To ensure regular and timely payments, clients are requested to remit payments for monthly service subscriptions by Direct Debit. An mandate form is available at https://www.synapseuk.com/dd. Alternatively, a printed mandate form can also be downloaded from the same location.

    1.11. **SYNAPSE** reserve the right to restrict services and levy penalties in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Debts Regulations 2002 (SI 2002 No 1674) should payment remain outstanding past the invoice due date.

General

    1.12. Both parties will respect the confidentiality of the other's business affairs, and will not disclose the nature of the commercial agreement between the two parties.

    1.13. Title to all goods supplied remains with **SYNAPSE** until payment is received in full.

    1.14. The customer will be responsible for insurance of any hardware and software, which is held at **SYNAPSE** premises during implementation.

    1.15. Neither party shall be liable to the other for failure or delay in the performance of any obligation, with the exception of the agreed payment terms, caused by circumstances outside its control, such as, but not limited to, outbreak of war, government action, industrial disputes, fire or flood.

    1.16. **SYNAPSE** will do their best to ensure delivery dates of all software and hardware, but cannot be held responsible for non-availability and failure to deliver by any software, hardware or services supplier.

    1.17. With the exception of malicious intent or gross negligence by its representatives, **SYNAPSE** will not be liable for any indirect, incidental or consequential loss or damage (including, but not limited to, loss of programs or data, loss of use of equipment and loss of profits) however caused, including costs associated with the use of additional personnel used to aid recovery from such a loss.

    1.18. **SYNAPSE** reserve the right to sub-contract any services at its discretion.

    1.19. In the event of either party ceasing to trade, for any reason whatsoever, then the other party may immediately terminate the Agreement.

    1.20. All notices under the Agreement will be in writing.

    1.19. The Agreement between the client and **SYNAPSE** shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.