

## **Terms and Conditions**

Purchasing Terms and Conditions – AccessIT Data Ltd.

1.1 The AccessIT Data website is for the display of AccessIT Data goods available for purchase and the content displayed does not constitute an offer to sell AccessIT Data goods to the customer. When purchasing AccessIT Data goods, the customer agrees to these terms and conditions in their entirety. Semieta is a product of AccessIT Data Limited. Such purchases can be made via this web site, or direct with the company, the T & C apply to either sales route.

1.2. These terms and conditions and any document, message or email from AccessIT Data constitutes an entire agreement between AccessIT Data and the customer and both parties agree that neither party relied upon any other term, condition, undertaking, promise, assurance, representation, warranty, or understanding (whether in writing or not) of any other person relating to the supply of AccessIT Data goods to the customer.

1.3. AccessIT Data reserves the right to amend these terms and conditions at any time and without prior notice.

### **2. Placing an order**

2.1. An order placed by a customer constitutes an offer to purchase from AccessIT Data any AccessIT Data goods. Goods may also be branded as 'Semieta' which is the software product of AccessIT Data Limited. An order may be placed verbally or in writing.

Acceptance of the order by AccessIT Data constitutes AccessIT Data's agreement to the customer's offer and creates a legally binding contract between AccessIT Data and the customer.

2.2. AccessIT Data reserves the right to reject any order received from the customer, at its own discretion and for any reason whatsoever. Customers will be advised of any rejected orders.

2.3. On acceptance of an order, and subject to availability and the customer providing the correct billing and delivery address, AccessIT Data will endeavour to despatch the goods indicated within the order to the customer, within a reasonable period. The company is not responsible for delays due to the supply of third party equipment, or any faults in that equipment, which will be replaced when available. Such delivery could be via a download link to access the software. The supply of goods will be from when such link is supplied, regardless of when the client downloads the software.

### **3. Payment for goods**

3.1. Payment is due immediately, but we may offer 30 day terms subject to credit rating checks. Where goods are out of stock or advance orders are placed, goods will be despatched automatically when available. Customers will be advised if their order is out of stock.

3.2. All payments must be made in British Pounds Sterling (unless agreed in advance). We will invoice as soon as we supply the goods in accordance with the contract. For jobs in excess of £5,000 we will seek a minimum of 30% paid in advance.

3.3. AccessIT Data aims to accurately display the prices of all goods listed on its website and in all documentation. In the event that a customer places an order for a good that is inaccurately priced, AccessIT Data will notify the customer of the correct price and ask the customer whether they still wish to proceed with the order.

#### 4. VAT

4.1. Customers from the EU will be charged VAT on goods where applicable and on the dispatch fee at the standard UK rate.

4.2. Customers based outside the EU (including the Channel Islands and Gibraltar) will not be charged VAT on deliveries outside the EU.

#### 5. Delivery and dispatch – orders by post

##### 5.1. UK delivery and dispatch

5.1.1. Next working day deliveries are provided as standard for orders received by 14.00 GMT Monday-Friday (excluding public holidays, 24 December and between 27 December and 1 January (inclusive)) for delivery the next working day before 17.30 GMT (exclusions apply – see 5.3. below)

5.1.2. A standard dispatch fee of £11.50 applies for all deliveries.

5.1.3. A signature may be required on delivery.

##### 5.2. Overseas delivery and dispatch

5.2.1. Goods sent outside the UK are sent by standard courier services, taking approximately 7-21 working days.

5.2.2. A standard overseas dispatch fee of £25.00 applies for all deliveries.

5.2.3. A signature may be required on delivery.

5.4. AccessIT Data is not responsible for any delivery that does not reach the customer as a result of circumstances beyond its control.

## 6. Cancellation

6.1. Customers may request to cancel their orders prior to dispatch. Any notification of a wish to cancel an order must be made in writing, by letter, fax or email to AccessIT Data: AccessIT Data Limited 1st Floor Offices Sutton Court Church Yard Tring Hertfordshire HP23 5BB Email: [enquiries@accessitdata.com](mailto:enquiries@accessitdata.com)

6.2. Any request by customers to cancel their orders prior to dispatch is at the discretion of AccessIT Data.

6.3. Any refund will be made as soon as possible and within 30 days at the latest. Refunds will be issued by the same payment method

## 7. Returns and refunds

7.1. Any claim for non or late delivery of goods must be made within 28 days of placing the order. In the case of software installations, the request to cancel the order must be made within 28 days of receiving the link to download the software. Cancellation requests must be made in full in writing to Accessit Data Ltd.

7.2. Goods remain the property of AccessIT Data until paid for in full. Our supply of good includes a Rompula clause, whereby Accessit data remains owners of the goods until they are paid for. In exceptional circumstances we reserve the right to collect unpaid good back from a site, even if installed at a third party site.

### 7.3. Return of damaged/incorrectly dispatched goods

7.3.1. Any damaged or incorrectly dispatched goods should be returned with original packaging if possible, within 14 days of the order date for UK customers and 28 days for overseas customers.

7.3.2. Customers wishing to return damaged or incorrectly dispatched goods must email: [info@accessitdata.com](mailto:info@accessitdata.com) to obtain freepost returns address.

7.3.3. Where goods are damaged or incorrectly dispatched, replacement goods will be sent to the customer at no additional cost.

7.4. Return of unwanted goods – goods can only be returned with prior agreement of Accessit data ltd, and such requests will be taken on a case by case basis. Software cannot be returned once downloaded except in the case of clause 7.1 above.

## 8. Product description

8.1. Our products are explained in detail on the website pages, and any quote will provide additional information on the scope of the product

8.2. Where a solution is sought, any clarification of how the product will perform, must be raised and clarified within 28 days of being able to download the software. Any time after this date, it will be deemed that the product addresses all the needs of the situation.

8.3. Our products are fully detailed in the user guides. Any features not set out in the user guide, are deemed to work as seen. Requests to make changes to the program to address particular needs will be considered but may involve extra cost to the client.

8.4. AccessIT Data reserves the right to change/update/alter the software without prior notice.

## 9. Mistakes and complaints

9.1. Any mistakes or complaints concerning orders or delivery should be addressed to AccessIT Data:  
AccessIT Data Limited 1st Floor Offices Sutton Court Church Yard Tring Hertfordshire HP23 5BB  
Email: enquiries@accessitdata.com

9.2. Any mistakes or complaints in respect of invoices or payments should be addressed to AccessIT Data: AccessIT Data Limited 1st Floor Offices Sutton Court Church Yard Tring Hertfordshire HP23 5BB  
Email: info@accessitdata.com Any mistakes in invoices or payments, once agreed, will be corrected as soon as possible, and at the latest, within 30 days of agreeing to do so.

9.3. All complaints will be acknowledged within 5 working days. Notification will be provided for the length of time estimated for resolution of any complaint.

## 10. Customer Data

10.1. AccessIT Data uses customer data in accordance with the Data Protection Act 1998

10.2. AccessIT Data does not provide customer details to third parties for use in any marketing or promotional activities.

10.3 Unless agreed otherwise by both parties, we reference clients on our web site, and in our marketing material

10.4 We will keep our clients and interested parties up to date with details of our products. Of course we will honour any opt-out instructions provided.

10.5 A copy of our GDPR policies are available on request.

## 11. Other Factors

11.1. AccessIT Data cannot be held responsible for the failure of independently provided equipment or consumables, expected to be compatible with the supplied goods from AccessIT Data. This may include, but is not restricted to such items as, Barcode Readers, Webcams, Access Cards, Printers. If other programs running in the same environment as semieta cause the program to not perform, it's the responsibility of the client to make necessary adjustments to the third party software or hardware, affecting the performance of semieta. The same rules apply to the environment. Semieta will work on a dedicated environment. If there are factors in the local environment, such as anti virus, or network speed restrictions, that affect the performance of the software, the client will be responsible for providing the correct environment to allow the software to perform.

11.2 AccessIT Data reserve the right to charge for time taken in investigating or supporting customers who have ignored the recommended equipment or consumables advice provided by AccessIT Data. Such costs are based on a day rate of £500 a day.

11.3 AccessIT Data recommend that the Semieta Software applications are installed on a server or standalone PC for good continuity of service. AccessIT generally do not recommend full installation on laptops or regularly used PC's, which run other services liable to require updates from time to time. This could affect the operation of the installed Semieta solution. Full details on request. AccessIT Data is not responsible for issues caused by running the software on a PC that is not in line with the recommended specification (hardware/software/network).

11.4 AccessIT Data reserves the right to make recommendations which may be chargeable, to alter the installation set up should any continuing problems persist.