

Services agreement

1 What this agreement is about

This agreement sets out the terms on which we will provide you with human resource, health and safety, credit control, business law and employment tax compliance advice services including the Website, as described at clause 3 ('Services'). Please read this agreement carefully before you use the Services. You signify that you agree to and accept all the terms of this agreement if you access or otherwise use the Services in any way.

If you accept this agreement you can use the Services as described in this agreement and any relevant documents, our invoice, any help files and the support pages on the Website. If you do not accept this agreement, you may not use the Services.

2 Who this agreement is between and what certain words mean

2.1 This agreement is between:

- us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom); and
- you, the person or organisation that has subscribed for the Services.

2.2 The following words have specific meanings in this agreement:

"Advice and Information" means the advice, recommendations and other information provided as part of the Services however we deliver it to you (whether written or oral, in paper form or electronic and whether or not generated by electronic means).

"Audit Tool" means the compliance audit tool provided as part of the Services.

"Documents" and "Materials" means those documents and materials (respectively) provided as part of the Services, whether in paper or electronic medium.

"Email" means (where it forms part of your subscription) any and all support provided as part of the Services by email.

"Helpline" means (where it forms part of your subscription) the telephone helpline available as part of the Services.

"Website" means the section of our web site at www.sage.co.uk which contains information relating to the Services and via which some of the Services may be delivered.

3 Details of the Services

3.1 This agreement only applies to those elements of the Services which you have subscribed for.

3.2 Helpline support

This paragraph only applies if you are entitled to receive Helpline Support. If you are entitled to receive Helpline support, we will provide it between the hours of 9.00am and 5.00pm on week days (other than on public holidays in England).

3.3 Our promises to you

Subject to the matters outlined below, we will use our reasonable endeavours to ensure that:

- (a) the Audit Tool, Documents and the Materials are prepared and maintained with reasonable care and skill; and
- (b) the Advice and Information is prepared and maintained with reasonable care and skill and, to the extent that it is provided as a result of your use of the Helpline or Email, is provided having regard to the nature of the problem and the information provided by you;
- (c) changes in the law are monitored and reasonable efforts are made to ensure that the Documents and the Materials and the Advice and Information are kept up to date.

3.4 **Important disclaimers**

- (a) The Audit Tool is a standard form product and as such may not be suitable for the use you intend. There may be facts or circumstances that have a significant and

disproportionate on your legal position but which are not addressed by this product or the resulting Advice and Information. Consequently you should use the Audit Tool only to provide general guidance that may need to be supplemented with specific professional advice.

- (b) The Documents are standard form documents and as such may not be suitable for the use you intend. There may be facts that have a significant and disproportionate effect on your legal position but are not addressed by standard form documents. Consequently the Documents should be used as general drafting guides only and may need to be amended or supplemented in accordance with legal advice.
- (c) The laws applicable to the Audit Tool, the Documents and Materials and the Advice and Information are the laws of England and Wales, Scotland and Northern Ireland. None of the Audit Tool, the Documents, the Materials, the Advice and the Information are suitable for use outside England, Wales, Scotland and Northern Ireland.
- (d) The Audit Tool, Documents, Materials and the Advice and Information cannot take into account all individual circumstances so cannot provide specific advice, such as whether you should enter a particular legal agreement or how a particular event will affect your legal position. If you are unsure about whether to use a particular Document or how such Advice and Information might affect you, we recommend you call the Helpline (if you are entitled to do so) and then seek your own legal advice if necessary. If you sign any Document and use it or rely on any Advice and Information without first calling the Helpline (if you are entitled to do so) and without obtaining legal advice if advised to do so or if it is otherwise reasonable to do so, you do so entirely at your own risk. If you are re-using any Document or relying on any Advice and Information you have used or relied upon previously, you should, in addition to seeking your own legal advice, check the Website to verify whether the Document and/or Advice and Information has been amended and/or any related Materials updated.

4. Our liability and responsibility to you if something goes wrong

- 4.1 We accept no liability for the Services we provide to you if you fail to follow the advice provided promptly and/or if you fail to provide us with all facts relevant to the issue that is the subject of the Advice and Information provided as a result of your use of the Helpline or Email. If we have permitted you to use any of the Services to support your clients, you acknowledge that nothing in this agreement creates a contractual relationship between us and any client of yours, and that we have no liability whatsoever to you if you fail to ensure that any Advice and Information we provide to you is provided promptly to your client and/or if your client fails to follow the Advice and Information provided promptly and/or you fail to provide us with all facts relevant to the issue that is the subject of the Advice and Information resulting from your use of the Helpline or Email. In addition, we have no liability at all to you if you fail to abide by the terms of this agreement.
- 4.2 Subject to clause 4.5, we will not in any circumstances be liable to you for any of the following types of loss arising from your use of or inability to use the Services, (a) indirect or consequential loss (b) loss of business or profits or anticipated savings, loss or corruption of data, loss caused by a virus, loss of or damage to property, claims of third parties, fines or penalties levied by any taxing or other authority or any other similar or analogous loss or damage, in each case whether arising directly or indirectly.
- 4.3 Our liability (including that our affiliates and suppliers) to you in respect of losses or damages arising directly or indirectly from your use of or inability to use the Services or any part of them, irrespective of whether such loss or damage is based on contract, tort (including negligence) or otherwise, shall not exceed the greater of: (a) £20,000 or (b) 10 times the total annual fees paid by you for your use of the Services.
- 4.4 You will not bring any claim in respect of any loss against any of our staff members personally, but this will not limit or exclude our liability for the acts or omissions of our staff members.

- 4.5 Nothing in this agreement limits our liability in relation to death or personal injury caused by our negligence, or for fraud, or limits our liability for any matter which may not be excluded by law.

5. Your rights to access and use the Services

- 5.1 You may permit the named user(s) approved by us and paid for by you, to access and use the Services for your own internal business purposes, for the period of your subscription, so long as you continue to pay the appropriate subscription fees in accordance with our invoice terms. If you are an accountant club member, you may use the Services to provide advice to your clients with our prior written consent and if you have paid us the appropriate subscription fees. In addition to any other right or remedy available to us, we may suspend your ability to use the Services without giving you a refund, if we reasonably suspect you are using the Services to provide advice to any third party without our written consent and/or without paying the appropriate subscription fees.
- 5.2 If you have downloaded a Document, we grant you a non-exclusive, non-transferable licence for the period of your subscription to:
- (a) view that Document and make such number of copies of the Document as are reasonably required in connection with the review, negotiation, modification and signing of that Document or a modified version thereof by the parties;
 - (b) modify that Document; and
 - (c) provide copies of that Document to parties signing that Document and their legal advisors, provided you do not remove or modify any copyright, notices, trade marks or other proprietary notices.
- 5.3 The licences granted in clauses 5.1 and 5.2 are subject to the condition that you use the Website, the Documents, the Materials, the Advice and Information, any other contents of the Website, Emails and the Helpline strictly in accordance with this agreement, all relevant documentation and all applicable laws and regulations and for lawful purposes only.
- 5.4 You agree to ensure that the named users approved by us to use the Service do so in accordance with this agreement.

6. Limits on using the Services

- 6.1 All uses of the Services (including your access to the Website), the Documents, the Materials and any other content of the Website that are not expressly permitted by clause 3 above are prohibited (unless we agree otherwise in writing). These prohibited uses include (without limitation):
- (a) any re-use of the Services or distribution of the product of the Services other than as specifically permitted by us in writing; and
 - (b) any publication, posting, transmission, display, modification of or creation of derivative works from the product of the Services; and
 - (c) any sale, licensing, rental, distribution, publication, posting, framing, transmission, display or reverse engineering of or creation of derivative works from the Documents, the Materials, the contents of the Website or any other product of the Services; and
 - (d) any attempt to amend the content of the Audit Tool or Website.
- 6.2 We make reasonable efforts to ensure that the Website and its computer server are virus-free but cannot guarantee that this is the case. We recommend that you use virus protection software. You are responsible for the entire cost of any service, repairs or corrections required by you as a result of your use of the Website. We cannot guarantee that the Website (including its contents) will be compatible with your browser or computer configuration or that your access to the Website will be uninterrupted, because this is beyond our control.

8. Your information

- 8.1 In performing our obligations in this agreement you may provide us with your personal data (as defined by the Data Protection Act 1998). Each party agrees to comply with its obligations under the Data Protection Act 1998 in relation to such personal data.

- 8.2 We will use any information you give us under this agreement to:
- manage how you use the Services;
 - meet our obligations under this agreement or any other agreement we have with anyone who licenses us (our licensors), or our subcontractors;
 - contact you to see if you would like to take part in our customer research;
 - contact you about our other products and services and those of others which we think you will be interested in.
- (If we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you for us.)
- 8.3 We may give information to other companies in our group of companies, our licensors and contractors, and other organisations described in relevant documents. For example, we may give information to the following:
- your software supplier (if you have one)
 - the person or company (if any) providing you with finance
 - our training providers
 - companies which we use to help us send you post and other communications
 - research companies
 - event organisers
 - the owner of any third-party software
 - any third party we use to assist in the provision of the Services
 - the Sage Group plc (which owns us)
- 8.4 If you give us information which could give away the identity of an individual, you are agreeing that we can use it as described in this clause 8. If at any time you do not want us to use such information in that way, please call us on 0845 111 55 55 or email us at customer.experience@sage.com. For more information on how we use information about you, see the privacy policy on our website at www.sage.co.uk.

9. Suspending or withdrawing your access to the Audit Tool and/or Website

Operation of the Audit Tool and/or Website may be suspended from time to time, whether for maintenance or repairs or other reasons. We may also terminate your access to the Audit Tool and/or Website at any time upon one working days' notice to you by email or by withdrawing the Audit Tool and/or Website, in which case this agreement will terminate.

10. How you or we may end this agreement

- 10.1 You may terminate this agreement at any time by notifying us in writing. If you do so, there will be no refund of the subscription fee, and if you make payments by periodic payment (for example direct debit), the whole outstanding sum will become immediately due and payable. We may terminate this Agreement as provided for in clause 9 or by giving you thirty days' written notice at any time. If we do so, we will refund to you such pro rata amount of the subscription fee as relates to the period from the date of expiry of our written notice to the end of the period of your subscription.
- 10.2 We may terminate this agreement immediately and without refund if you:
- (a) commit a material or persistent breach of this agreement and, if that breach can be rectified, do not rectify it within fourteen days of written notice of the breach by us; or
 - (b) fail to pay any amount you owe us within seven days of the due date whether under this agreement or any other contract with us; or
 - (c) are in breach of any other contractual obligation to us; or
 - (d) are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or you become insolvent, bankrupt or cease to exist (including if a partnership, you are dissolved), or an order is made or a resolution passed for your liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets you enter into or proposes any composition or arrangement with your creditors generally or papers are filed at court seeking a

moratorium in respect of you under Schedule A1 of the Insolvency Act 2000, or you cease to trade, or similar circumstances occur to you in any jurisdiction.

11. General terms

- 11.1 We may perform any of our obligations or exercise any of our rights ourselves or through any third party provider.
- 11.2 If we choose to ignore a breach by you of any part of this agreement on one occasion, we may still take issue with you if you breach the same or any other part of this agreement after the first breach.
- 11.3 A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to the benefit of any of this agreement, unless we agree otherwise in writing, except that the parties referred to in clause 2.3 shall have the benefit of that clause, though both of us may change or terminate any of these terms without the approval of those parties.
- 11.4 If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 11.5 If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.
- 11.6 It is important to us to have a direct relationship with the users of our software, so you must not transfer this agreement to anyone else. We may transfer this agreement to another organisation which is part of our group of companies.
- 11.7 This agreement must be read together with any other formally accepted contract or agreement between us enabling your use of the Services, including without limitation our invoice terms, provided that this agreement shall take prevail over any terms submitted by you. This agreement shall be effective from the date you received it, until the date you first access and use the Website, when the Agreement displayed on the Website shall prevail.
- 11.8 This agreement is governed by the laws of England and Wales and you and we both agree that the courts of England and Wales will be the only courts that can decide on legal disputes or claims about this agreement.