



## Terms and Conditions and Software Licence in Plain English

**Important:** Please read these carefully, as all orders and supply of software and support services are covered by these conditions, once the order has been accepted by us. If you do not agree to these terms and conditions, new customers should return all software and materials without use and existing customers may elect not to renew their licence. If there are any difference between these written terms and any similar terms required to be accepted at installation, these written terms will take precedence.

### SUMMARY

Scribe 2000 software is provided on licence for a period of time, normally one year, for payment of a licence fee. The fee also covers software support during the licence period and any enhancements to the software. The software is not purchased by the customer, and the relationship between the council and Scribe 2000 should be viewed in the context of an ongoing and repeating contract based on trust. The remedy for any perceived deficiency in the solution is non-renewal of the licence. We will send software without prior payment, and we will accept assurances regarding budgeted income levels or regarding the number of PCs you are using without further proof and trust you will also give us the benefit of any doubt.

### Contract Terms

You can order in writing or by email. (You can also order by telephone although we will not accept responsibility for any errors or misunderstandings which may occur.) Any order stated to be in the name of a local council by a clerk or member we shall take as being duly authorised, whether or not the order is printed on an official purchase order or letterhead. Once an order has been placed by the council and software has been despatched, the order may not be cancelled by the council and the initial licence fee will be payable whether or not the software is installed or used. The licence fee payable shall at all times be the appropriate fee based on the schedule of fees applicable at the date of the order.

We will despatch software within 7 days of receiving an order and we expect payment to be made within 30 days of despatch. If the council chooses not to immediately install the software for any reason, this does not remove the obligation to pay for the licence within that time-scale. We reserve the right to adjust the amount payable if payment is delayed, on the basis that the quoted and invoiced prices effectively contain a 20% early payment discount.

If any media is defective, we will replace it without additional charge. We will test supplied media against viruses to the best of our ability but we do not accept liability for the consequences of any undetected virus.

We make no warranties relating to performance or fitness for purpose of the software for a particular council, nor for a particular hardware or operating system environment. The council must be the judge of whether the software is appropriate, and is entitled to choose not to renew any or all licences at the expiry of each licence period. Scribe 2000 Ltd will not be liable for any loss, in any circumstances, as a result of use of the software, and the council must accept any costs for recovery and correction or for consequential loss, including any loss by third parties. If there should arise any liability in law on the part of Scribe 2000 Ltd, such liability shall not exceed the price paid by the council for the use of the software.

We reserve the right to transfer our rights and obligations to other parties if the need arises, but the council must keep within the limitations of the software licence. If situations arise which are unforeseen or are outside our control, we reserve the right to cancel the licence and the agreement without any liability for loss.

If the council fails to observe any of its obligations under the terms of the licence, we may request that appropriate action is taken within a stated reasonable time-scale, and we shall be entitled to cancel the licence. If the licence is cancelled in these circumstances, the council must delete all software on its PCs and return all software and any copies it has made, and will remain liable for any unpaid and due amounts. The council will not be entitled to a refund for any unexpired period of the licence.

We will invoice for the renewal of the licence fee approximately two months prior to its expiry, and you must arrange for the fee to be paid no later than two weeks prior to the expiry. You are entitled not to renew the licence, in which case you may retain your data, but you must stop using the software at the expiry of the licence and you must then immediately delete all software from your system.

Licences may be obtained at any time of year. All licences will be treated as starting on the first day of the month nearest to the date of despatch, and renewals will also apply from the first day of that month in subsequent years. Where additional modules are subsequently obtained at other times of the year, the initial licence will be issued for a 12 month period. At the time of the normal licence renewal date, the extra module's licence will be brought into line with the original dates, and the fee will be adjusted to correspond to the remaining period of the original licence.

We may charge for replacement media, for instance for installation in new PCs, or for any additional optional services or materials which we may provide.

You must advise us whenever there is a change of Clerk or a change of our regular contact person. You must advise us whenever the Council has a change of address, or telephone number, or email address.

### [Use of Software](#)

The software and associated documentation is supplied under licence. The copyright and all intellectual property rights are owned exclusively by Scribe 2000. You may, in return for the licence fee, use the software for the official business of the council within the limits of the licence expressly granted to the council and on the terms detailed here.

You may use the software

- on the number of PCs stated (by default if not expressly mentioned this is one PC)
- for the business purposes stated for the licence category
- for the period stated on the licence

You may make a backup copy of the software for security purposes. You may print out a hard copy of help-screen information, which may be used freely within the council, but you must not copy this to third parties.

You must not

- Part with the supplied software to any third party
- Decode the software in any way to derive the source code
- Use the software on more PCs or for a longer period than stated on the licence and for which the fee has been paid.

You may install and use the software on a portable notebook PC if you wish to use it outside normal offices or normal hours, but two people must not use the office software and the notebook software at the same time.

The user of the software may be the clerk or other staff, the chairman or other members, or a financial advisor or other agent working for the council, but all such use is subject to the limitations on the number of PCs licensed.

You may use the software for more than one council by maintaining separate directories and datasets on a single PC, but you must not install the software on a greater number of PCs than the licence provides for.

If using the software on a network, where distinct versions of the software are to be installed on the server and the client PCs, the total number of PCs must be covered by the licence but the server need not be counted if it is not used as a working seat.

The licence of different software modules for use on a specified number of PCs allows for those modules to be distributed between several PCs providing each module is installed on no more than the number allowed in the licence. A single-user licence for two modules may therefore be implemented by installing a different module on each of two PCs.

If a site licence has been obtained for any software module, there is no limitation to the number of PCs which may be allowed access to that software module. Other modules will be subject to normal licence limitations. The site licence covers PCs anywhere in the organisation in any location.

You must advise at the time of initial order the arrangements required for the distribution of software modules on PCs, so that we may supply initial media to correspond with your configuration. If these arrangements change as a result of you obtaining additional equipment or changing organisational practice, you must advise us at the time of renewal so that the licence and invoice may be adjusted and so that the update media is correctly supplied. If changes are made between renewals we will within reason supply on request new media to meet your new requirements

## **Support**

Support will be provided by Scribe 2000 under the licence at no additional charge and at all reasonable dates and times. Support may be requested and given by telephone, email or other electronic means, or in writing, and using the channels which we may provide. The support which we provide may take the form of published guidance or general comment on user questions or direct response to individual users. We will provide support in using the software and getting the maximum benefit for the council's business, but our help does not extend to cover other software being used by the council nor to general assistance with regard to accountancy or user errors. We do not guarantee to respond to any issue within any stated period of time.

We will attempt to correct minor faults found in the software or which have been reported to us. We may elect to distribute to the council or to all councils a bug fix, or we may elect to incorporate this in the next update cycle, according to the severity of the problem as determined by us.

The licence includes any product enhancement which may be introduced, and we may choose to make enhancements to the software following requests from councils, which should in the first instance be raised as help-line or website change requests. We reserve the right to reject suggested enhancements including those which in our opinion would benefit only an individual council and not the general customer base.

We reserve the right to withdraw support temporarily in exceptional circumstances. We reserve the right to withdraw support for individual councils if in our opinion insufficient progress is being made by the council or its staff in its use of the software, or if problems occur because our instructions or advice have not been followed. We reserve the right to charge additional fees if substantial work is required to correct a position created by a user.

You must update your system with software updates or other data conversions as and when supplied to you, as these may contain bug fixes which are required but of which you have no knowledge. We reserve the right to charge for work which has to be repeated because of a council not carrying out a necessary implementation.

Support may also be offered by third parties who we recognise as being experienced users of the software. Any charges which may be incurred in using such third parties are outside the scope of the normal licence.

### Trial Licences

A trial licence of any software module may be offered at our discretion as we do not offer on-site demonstrations.

Full software content and support will be provided where a trial period has been agreed.

All the above provisions apply, except that

- The initial licence period shall be for a limited period as described on the licence, after which time all material must be either re-licensed or removed.
- When a trial licence is converted to a normal licence, the licence period will run from the start of the trial period.
- We reserve the right to make an administrative charge if material is not returned or if decisions are not made within a reasonable time-scale.

### Discounts

We reserve the right to extend discounts to customers as determined by us in appropriate circumstances relating to the size of council or particular configuration or usage of PCs without setting any precedents for general fee levels.