

Epos Company (GB) Ltd. EST. 1968

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Updated October 2017

## **Terms & Conditions of Epos Company (does not apply to Re-Sellers)**

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“The Company” means Epos Company (GB) LTD 1154 HIGH ROAD WHETSTONE LONDON N20 0RA.

“The Customer” means a buyer or hirer of any goods and/or services from the Company.

“Product” means all and any goods sold at any time by the Company to the Buyer under this Contract.

“Service” means all and any services provided at any time by or on behalf of the Company to the Customer.

### **INTRODUCTION:**

The company website ([www.eposcompany.co.uk](http://www.eposcompany.co.uk)) provides you with as much information as possible on all products and services it offers. In addition we can offer full demonstration of our products upon request to help you choose the right solution for your business.

The Customer is fully responsible to satisfy themselves the products and services chosen are to meet their specific requirements. Any specific features and requirements needed and or asked by the customer at any time must be agreed and acknowledged by the company in writing.

All prices quoted are subject to vat where applicable and the contract is in force upon full or partial payment by the customer.

By purchasing and or hiring a product or service from the Company, the customer accepts the following terms and conditions. The customer is responsible for reading and agreeing to our terms and conditions as they will form the basis of the contract of purchase and service agreement.

We would like to thank all customers who have purchased and are using ECTouch software or any other product and service from the company. We sincerely hope this has added value to your business.

The Company is constantly listening to the customers as well as looking out for new features to enhance the ECTouch software in order to keep up to date with the fast pace of change in technology. There have been numerous additional functions added to ECTouch since its release in

2008. Over 200 software releases have taken place so far. To be able to continue to deliver the above we would need to have the following terms and conditions.

### NETWORKING:

It is the responsibility of all customers to provide and maintain broadband connection at the site where Epos System has been installed. Failure to do this will result in not being able to obtain technical support and in some cases networking issues with the Epos System.

### Support Contract Customers:

This includes telephone and online help Monday to Saturday 10am to 6pm excluding Bank Holidays. Email support is also an option for non-urgent matters.

There are a lot more added benefits for support contract customers.

It also covers annual licence renewal fee currently £50+vat.

For the customers with on-going support contract and hire products there is no need to take any action, software licence would be renewed and updated if required without any further charges whatsoever. There will also be six days (Monday-Friday) telephone and online support provided from 10am to 6pm.

Support is automatically included on all hired services and products.

### NON SUPPORT CONTRACT CUSTOMERS:

If there is no support contract in place the annual renewal licence fee is applicable per licence (currently £50+vat). Please also note that help and support is chargeable after the free period following the purchase of full system (currently 3 Months). Software only purchases do not qualify for free support period. The minimum charge per help is currently £50+vat.

Priority is given to customers who have support contract in place.

### GENERAL TERMS and refund policy:

As mentioned above once the payment has been received for the Epos System or service there will be no refund available due to the fact that considerable process in planning, programming, configuration, training has taken place.

Just to emphasize we do not have a refund policy on any of our software products and related costs, this means once the payment has been received for any of our licences there will be no refund available.

Hardware products come with manufacturer's warranty ranging 12-36 months.

We will do our utmost to make sure all our customers are satisfied with their purchase.

Once we receive a complaint about any products or service our support team would immediately action the fixing process. In the event that we cannot come to any agreement with the customer we would in writing notify the customer of any refunds available to them.

Hardware products if eligible for refund are subject to 35-50% Re-stocking fees.

#### Programming and set up charges:

Full menu must be supplied with all necessary supplements and additions at the time of programming the system as any new additions at a later date would be chargeable.

Training would be provided to the customer and their staff as a group at the time of installation on site or collection at our showroom. Further help and support would be provided as per agreement (during free support period or if support contract is in place) but full training to any new member of staff would be chargeable.

#### Rental and Part Purchase Part Finance:

Hire period and monthly payments by direct debit would be agreed between Epos Company and the customer at the time of purchase and would be written on the invoice as basis for hire contract agreement.

#### Use of Licence:

All licences provided by the company to the customer are solely for the use of the customer and cannot be transferred to any other business or persons.

The customer may not rent or sell the licence.

These terms and conditions supersede all previous ones published by EPOS COMPANY (GB) LTD. These terms and conditions are subject to change without notice. We will notify you of amendments to these terms and conditions by posting them to our website ([www.eposcompany.co.uk](http://www.eposcompany.co.uk)).