



# Workflow Asset Management

## Terms and Conditions



## 1) Payment and Charges

- 1.1 The Customer agrees to make payment for the services to Halo Leisure Enterprises Ltd HLE in Pounds Sterling by the due date specified on the invoice.
- 1.2 HLE reserves the right, without prejudice and under the terms of purchase, to suspend the WAM service due to failure to pay an invoice by its due date until a payment is made in full.
- 1.3 The Customer agrees to pay:
  - A one-off setup and configuration charge in advance. Included in this is a days training and support at a location belonging to the Customer.
  - A monthly Licence fee per location that is on the WAM system. With Value Added Tax thereon at the appropriate rate.
  - The Licence fee(s) will start from the moment the URL becomes live and the first invoice will be raised around the 15th of each calendar month after set-up.
- 1.4 The monthly Licence fee is a rolling subscription that can be cancelled at any time. However, a minimum 28 day notice period is required.
- 1.5 Licence fees associated with the number of locations can go up and down based on how many venues the Customer chooses to have on WAM. If a location is removed or added, it is the Customer's responsibility to notify Halo that they no longer require, or require, a new location and subsequent licence to be considered.
- 1.6 Without limitations all payments shall be made in full and shall not be subject to any abatement, set-off, defence or counter-claim for any reason whatsoever.
- 1.7 Quotations are fixed and honoured for a 90 day period only.
- 1.8 Monthly Licence fees payable on the number of locations are fixed only for the first 12 months. Any monthly price increases will be made with at least one months notice.

## 2) Support

- 2.1 It is usual to offer a days training after initial set-up of the WAM site at the Customer's premises. The support and training session will be organised after an order is received for the initial set-up and WAM build. Any delivery date for training must be mutually agreed with both parties and delivered within a reasonable time. Delivery will be made during normal working hours.
- 2.2 Should the Customer require an additional location/training visit beyond what has been agreed by the WAM Manager, this may be at the Customer's request. This may incur an additional charge. Rates will be provided and agreed by both parties in advance.
- 2.3 HLE undertakes to provide Software Support as follows:
  - Support requests raised by telephone, or email will be logged. Appropriate advice and recommendations to resolve the issue will be offered at the earliest opportunity.
  - If HLE are unable to resolve the issue, they will advise the Customer that they will escalate the enquiry to their digital partners.
  - Any support request will be taken by the WAM Manager or a delegated person who shall immediately endeavour to resolve the incident or return the call to provide suitable recommendations.
  - Advice and support can only be offered with regards to WAM software and browser. Support regarding hardware and equipment may be limited.

- Where incidents prove not to be the fault of the WAM software provision, or are as a result of modification or enhancement made to the supported software, that has not been authorised by HLE, then HLE reserve the right to charge the Customer on time, material and expense basis for investigating the incident.
- 2.4 Where the Customer submits to HLE confidential information relating to an incident or for any other reason whatsoever, HLE will take reasonable precautions to keep that information secure and confidential. Only employees who work for HLE will have access to any data.

### **3) Variations**

- 3.1 The Customer may at any time request HLE to undertake any reasonable revision to the goods/services to be provided. In the event of such variation being required, the Customer shall formally request HLE to state in writing the effect such variation will have on price and/or on the date of delivery and on any other terms of this Agreement. HLE shall not proceed with any variation unless authorised to do so by the Customer and shall not be obliged to agree to any such variation. These variations only apply to elements considered as “bespoke” elements which would have been demonstrated prior to the time of purchase.
- 3.2 While HLE is committed to continuously developing and improving WAM through upgrades and enhancements, the Customer accepts WAM is a generic product that is configured to clients’ requirements within clear parameters as defined.

### **4) Liability**

- 4.1 Although there are preventative measures in place, HLE does not accept responsibility for any unlikely loss (including loss of data) or damage suffered by the Customer, to the extent that the loss or damage is caused by its own negligence or the negligence of its sub-contractors or agents.
- 4.2 HLE shall not in any circumstances (whether or not involving negligence) be liable for any loss of profit or revenues, anticipated savings, contracts, time or goodwill or any indirect or consequential loss or damage suffered by the Customer or any other person.
- 4.3 The maximum aggregate liability of HLE for any loss or damage caused to the Customer or to any other person in respect of any one event or series of events shall in no circumstances exceed the Annual Charge.
- 4.4 The Customer and HLE share responsibility for maintaining the security of the data.
- 4.5 If requested, a separate non-disclosure agreement can be made. It is expected that only HLE (Not Halo Leisure Services) and Empresa employees will have access to your WAM data. This is so that they can honour their support commitment to the customer.
- 4.6 Nothing in this Agreement shall affect the customer’s statutory rights.

### **5) Customer Obligations**

- 5.1 The Customer agrees to report any issues experienced promptly to HLE by telephone or email so that a remedy can be applied as soon as possible.
- 5.2 The Customer agrees to provide all necessary assistance and material to HLE to enable it to investigate all incidents.
- 5.3 The customer warrants that in relation to all personal data which may be disclosed to HLE

and its subcontractors or agents pursuant to this Agreement, it has complied with and shall continue to comply with the provisions of data protection, GDPR and all other relevant legislation and shall not do anything or permit anything to be done which might lead to a breach.

- 5.4 The Customer will provide such information in respect of any reported incidents as HLE shall require.

## 6) Term and Termination

- 6.1 Subject to prior termination as provided herein, this Agreement shall remain in force until terminated by either party giving to the other party not less than twenty-eight (28) days written notice of termination to expire on the last day of any month.
- 6.2 HLE shall be entitled to terminate this Agreement forthwith by notice in writing to the Customer if the Customer fails to make any payment on the due date or commits any material or persistent breach of this Agreement or commits any other breach of the Agreement and fails to remedy such breach within twenty-eight (28) days after written notice from HLE requiring it to do so.
- 6.3 If during the Term of the Agreement either party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or has a Receiver or Manager appointed over all or any of its undertakings or assets or becomes insolvent or enters into any composition or arrangement with its creditors or otherwise suffers any execution or distress against any of its property the other party may by giving written notice forthwith terminate the Agreement.
- 6.4 Any termination of the Agreement shall be without prejudice to any right or liability of either party accrued prior to or upon such termination. The provisions of the Liability Clause shall survive termination, howsoever arising, of this Agreement.
- 6.5 Upon termination, unless such termination shall be by reason of HLE's default, the Customer shall pay to HLE all sums then due hereunder. Upon termination of this Agreement the Customer shall cease to use the WAM site.
- 6.6 The WAM website and all software code and intellectual property associated with it remain the property of HLE and cannot be used by the Customer without the express permission of HLE.
- 6.7 All content entered or generated by the Customer, including but not limited to asset, defect, technical log, inspections and planned preventative maintenance data, remain the property of the Customer. The Customer has the option of downloading data at any point into a CSV format.

## 7) Waiver

- 7.1 Failure or neglect by HLE to enforce at any time any of the provisions hereof shall not be construed as, nor shall be deemed to be, a waiver of HLE's rights hereunder and shall not in any way affect the validity of the whole or any part of this Agreement nor prejudice HLE's rights to take subsequent action.
- 7.2 The Customer agrees to fully indemnify, keep indemnified and hold harmless HLE, its officers, employees, agents, subcontractors and affiliated companies from and against all costs, claims, losses, damages and expenses (including and not limited to, legal fees) sustained or incurred by HLE or any of its officers, employees, agents, subcontractors, or affiliated companies directly or indirectly as a result of:
- Any breach of any of the warranties given by the client in this agreement.

- The provision by HLE of any service hereunder unless on account of breach of contract or negligence by HLE; and/or
- Any breach by the client of any of its obligations in this Agreement.

## **8) Severability**

- 8.1** In the event that any one or more of the provisions of the Agreement shall for any reason be held to be unenforceable in any respect such unenforceability shall not affect any other provision and the Agreement shall then be construed as if such unenforceable provision had never been contained herein.

## **9) Force Majeure**

- 9.1** HLE shall not be liable for any delay in or failure to perform its obligations under this Agreement if such delay or failure is caused by circumstances or events beyond its reasonable control.

## **10) Notices**

- 10.1** Any notices which are required to be given hereunder shall be in writing and shall be sent to the last known address and named contact of HLE or the Customer as the case may be.

## **11) Assignment**

- 11.1** The Customer may not assign, sub-licence, charge or otherwise transfer all or any of its rights and obligations under the Agreement to any third party whatsoever without the prior written consent of HLE such consent not to be unreasonably withheld provided that any cost incurred by HLE in connection with any such assignment sub-licence charge or transfer shall be reimbursed by the Customer. HLE shall be entitled freely to assign or subcontract all or any of its right or obligations hereunder.

## **12) Entire Agreement**

- 12.1** The Agreement constitute the entire understanding between HLE and the Customer with regard to the subject matter thereof and supersede and replace all previous representations and communications between the parties whether made orally or in writing. In particular any terms and conditions contained in any purchase order or other document issued by the Customer shall not apply to this Agreement.

## **13) Amendments**

- 13.1** HLE reserve the right to make reasonable adjustments to its standard terms and conditions (This document) with notice. This notice is to be within a minimum 28 days.

## **14) Governing Law**

- 14.1** These Terms and Conditions of purchase constitute a purchasing agreement that shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts to resolve any dispute arising out of or in connection with the Agreement.

**For further guidance visit:**

[www.maxyourassets.com](http://www.maxyourassets.com)

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